

H 2 architects + engineers

PROJECT MANUAL

WHITE PLAINS SCHOOL DISTRICT 5 HOMESIDE LANE, WHITE PLAINS WHITE PLAINS, NEW YORK, 10605

RIDGEWAY ELEMENTARY SCHOOL RENOVATIONS & UPGRADES

Contract G - General Construction

Project No.: WPSD2304

FINAL BID MANUAL DATE: mm-dd-yyyy

66220001-0014-018



WPSD2304 000101 - 1 Issue Date: mm-dd-yyyy

WHITE PLAINS CITY SCHOOL DISTRICT

Ridgeway Elementary School Upgrades at Ridgeway Elementary School SED Control No. 66-22-00-01-0-014-018

CONTRACT G – GENERAL CONSTRUCTION WORK

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REGULATED BUILDING MATERIALS SURVEY REPORT FOR RIDGEWAY ED

Notice is hereby given that **SEALED PROPOSALS** for:

White Plains School District
Upgrades at Ridgeway Elementary School
225 Ridgeway Circle, White Plains, NY. 10605
SED: 66220001-0014-018

CONTRACT G - GENERAL CONSTRUCTION AND ABATEMENT WORK INCLUDING PLUMBING, MECHANICAL, & ELECTRICAL

will be received until 10:00 AM **on** November 20, 2024 **at** WPSD Administration Office **located at** 5 Homeside Lane, White Plains, NY. 10605.

Hard copies and electronic bid documents will be available beginning on October 28, 2024.

Complete Digital Sets of Bidding Documents, Plans and Specifications, may be obtained online as a download at the following website: melville.h2mplanroom.com for a nonrefundable fee of **One Hundred Dollars** (\$100.00) for each combined set of documents. Plans and Specifications may be obtained from REVplans, 28 Church Street, Unit 7, Warwick, New York 10990, upon deposit of One Hundred Dollars (\$100.00) for each combined set of documents. Checks or money orders shall be made payable to White Plains School District, checks should be sent directly to REVplans. Bidder's deposit will be refunded if the set is returned to REV in good condition within thirty (30) days following the award of the contract or the rejection of the bids covered by such plans and specifications. Non-bidders shall receive partial reimbursement, in an amount equal to the amount of the deposit, less the actual cost of reproduction of the documents if the set is returned in good condition within thirty (30) days following the award of the contract or the rejection of the bids covered by such plans and specifications. Any bidder requiring documents to be shipped shall make arrangements with the printer and pay for all packaging and shipping costs.

Please note REVplans <u>melville.h2mplanroom.com</u> is the designated location and means for distributing and obtaining all bid package information. Only those Contract Documents obtained in this manner will enable a prospective bidder to be identified as an official plan holder of record. The Provider takes no responsibility for the completeness of Contract Documents obtained from other sources. Contract Documents obtained from other sources may not be accurate or may not contain addenda that may have been issued

All bid addenda will be transmitted to registered plan holders via email and will be available at melville.h2mplanroom.com. Plan holders who have paid for hard copies of the bid documents will need to make the determination if hard copies of the addenda are required for their use and coordinate directly with the printer for hard copies of addenda to be issued. There will be no charge for registered plan holders to obtain hard copies of the bid addenda.

Bids must be made on the standard proposal form in the manner designated therein and as required by the specifications bids must be enclosed in sealed opaque envelopes bearing the name of the job and name and address of the bidder on the outside, addressed to: "PURCHASING AGENT, White Plains School District", clearly marked on the outside, "Upgrades at Ridgeway Elementary School AT 225 Ridgeway Circle, White Plains, NY 10605, SED NO. 66220001-0014-018. The School District is not

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responsible for bids opened prior to the bid opening if bid number and opening date do not appear on the envelope. Bids opened prior to date and time indicated are invalid. The bidder assumes the risk of any delay in the mail, or in the handling of the mail by employees of the White Plains School District, as well as of improper hand delivery.

Each proposal submitted must be accompanied by a certified check or bid bond, made payable to the "White Plains School District", in an amount equal to ten percent (10%) of the total amount of the bid, as a commitment by the bidder that, if its bid is accepted, it will enter into a contract to perform the work and will execute such further security as may be required for the faithful performance of the contract.

Certification of bonding company is required for this bid, see Instructions for Bidders.

Each bidder shall agree to hold his/her bid price for ninety (45) days after the formal bid opening.

A pre-bid meeting and walk thru is scheduled for 12 Noon on November 5, 2024 at the project site. Potential bidders are asked to gather at the main entrance to the building. Although the pre-bid meeting and walk-thru are **not** mandatory, it is highly recommended that all potential bidders attend.

POTENTIAL BIDDERS ARE ASKED TO CONTACT ROBERT FIRNEIS, SENIOR PROJECT MANAGER FOR ANY PRE-BID WALK-THRU QUESTIONS.

Robert Firneis

Senior Project Manager

Field Office - Rochambeau Alternative High School

Triton Construction Company

228 Fisher Avenue, Classroom B Lower Level

White Plains, NY 10606

E-mail: rfirneis@tritonconstruciton.net

<u>Bidders are asked to follow all CDC guidelines during the pre-bid walk thru</u>. Although the pre-bid meeting and walk-thru are **not** mandatory, it is highly recommended that all potential bidders make arrangements to visit the site.

It is the Board's intention to award the contract to the lowest qualified bidder in compliance with the specifications providing the required security who can meet the experience, technical and budget requirements. The Board reserves the right to reject any or all bids, waive any informality and to accept such bid which, in the opinion of the Board, is in the best interests of the School District.

By Order of the Board of Education White Plains School District 5 Homeside Lane White Plains, New York, 10605

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BIDS FOR PROJECT

The Board of Education of the White Plains School District (hereafter called School District), will receive **SEALED PROPOSALS** for:

White Plains School District
Ridgeway Elementary School Renovations & Upgrades
225 Ridgeway, White Plains, New York 10601

CONTRACT G - GENERAL CONSTRUCTION

TIME AND PLACE

The sealed proposals are to be submitted at the:

White Plains School District

ADMINISTRATION OFFICE

5 Homeside Lane White Plains, New York, 10605

See notice to bidders for all dates and times.

REQUIRED BID SUBMISSIONS

Each bid submission shall consist of three (3) sealed envelopes containing the following items. The bidder shall carefully remove all forms from the project specification. The project manual should not be submitted or included in the bid package.

Envelope No. 1 - BID PROPOSAL:

This envelope shall be clearly marked with the name of the project, bidders name and marked "BID PROPOSAL" in large lettering on the envelope and shall contain the following items:

- 1. Certified check or Bid Bond in the amount totaling 10% of the base bid.
- 2. Certified letter from Bonding Company, indicating that they meet the criteria set forth in article 11 of the General Conditions.
- 3. Certified letter that the company bidding this project has been in business under the same name for a period of five years or longer, and is not currently disbarred from bidding or working on public works projects by the New York State Department of Labor.
- 4. One (1) fully executed original, one (1) copy (marked "copy"), and (1) memory stick of the following:
 - a. Proposal forms (P-sheets).

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- b. Non-collusive form.
- c. Hold Harmless Agreement.
- d. Certification of Compliance with the Iran Divestment Act or Declaration of Bidder's Inability to provide Certification of Compliance with the Iran Divestment Act.
- e. Insurance Certification
- f. If the bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof. Each bib must be accompanied by the Insurance Certification Form located in the specifications Failure to provide may result in the Owner finding the bidder "non-responsive" to the bid documents.

Envelope No. 2 - BID QUALIFICATIONS:

This envelope shall be clearly marked with the name of the project, bidders name and marked "BID QUALIFICATIONS" in large lettering on the envelope and shall contain the following items:

- 1. A description of its experience with projects of comparative size, complexity and cost together with documentary evidence showing that said projects were completed to the Owner's satisfaction and were completed in a timely fashion.
- 2. Documentation from five projects completed within the past five years:
 - a. timeliness of performance of the work of the project.
 - b. evidence that the project was completed to the Owner's satisfaction.
 - c. whether any extensions of time were requested and if such requests were granted.
 - d. whether litigation and/or arbitration was commenced by either the Owner or the bidder as a result of the work of the project completed by the bidder.
 - e. whether any liens were filed on the project by subcontractors or material suppliers of the bidder.
 - f. whether the bidder was defaulted on the project by the owner.
 - g. whether the bidder made any claims for extra work on the project, including whether said claim resulted in a change order.
- 3. Documentation evidencing the bidder's financial responsibility, including a certified financial statement.
- 4. Fully completed statement of bidder's qualification.
- 5. Fully completed list of subcontractors.

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Envelope No. 3 SINGLE PRIME CONTRACTOR - SEALED SUB-CONTRACTOR LIST:

The contract seeks bids from a single prime contractor. Each bidder shall submit with its bid a separate sealed list that names each subcontractor that the bidder will use to perform work on the contract, and the agreed-upon amount to be paid to each, for: (a) plumbing and gas fitting, (b) steam heating, hot water heating, ventilating and air conditioning apparatus and (c) electric wiring and standard illuminating fixtures. 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 school district, upon a showing presented to the school district 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 other bidders shall be returned to them unopened after the contract award.

DETERMINATION OF BIDDERS

In the consideration and acceptance of any proposal, the School District shall be entitled to exercise every measure of lawful discretion in evaluating the financial history and ability of the Bidder and its past performance in ventures of this or similar nature. Such data will be considered either as a material or controlling factor in the acceptance of any bid submitted.

- 1. Bidders must prove to the satisfaction of the School District that they are reputable, reliable and responsible.
- 2. The School District may make any investigation it deems necessary to assure itself of the ability of the Bidder to perform the work.
- 3. The School District reserves the right to reject any or all proposals and to accept the proposal it deems in the best interest of the School District.
- 4. A tie-bid is defined as an instance where bids are received from two or more Bidders who are the low responsive Bidders, and their offers are identical. It is the policy of the District to settle the outcome of tie-bids by either drawing a name from a hat or flipping a coin within 24 hours of the bid opening. All affected firms will be notified of the tie, the time and place of the resolution of the tie and shall be invited to witness the outcome. Attendance is not mandatory. The drawing/flip will be held at the District Administration Office. Two impartial witnesses will be provided and shall be present. All attendees will acknowledge the results of the tie-breaker on the bid tabulation sheet. All firms affected by the bids will be notified of the results. The results pursuant to this provision shall be considered final.

DEPOSITS

Bidders deposit will be refunded if the set is returned in good condition within thirty (30) days following the award of the contract or the rejection of the bids covered by such plans and specifications. Non-bidders shall receive partial reimbursement, in an amount equal to the amount of the deposit, less the actual cost of reproduction of the documents if the set is returned in good condition within thirty (30) days following the award of the contract or the rejection of the bids covered by such plans and specifications.

VERBAL ANSWERS

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The School District, its agents, servants, employees and the Architect/Engineer shall not be responsible in any manner for **verbal** answers to inquiries made regarding the meaning of the contract documents, drawings or the specifications prior to the awarding of the contract.

For information with reference to the work and its location during bid phase by prospective bidders' questions shall be submitted in writing to:

Eric Neiler,RA Senior Architect

H2M architects + engineers

1133 Westchester Avenue, Suite N-210

White Plains, New York 10605

Phone: (914)358-5623 x 2036 E-mail: eneiler@h2m.com

To be given consideration, questions must be received in writing at least ten (10) days prior to the date fixed for the opening of bids.

ADDENDA AND INTERPRETATIONS

No interpretations of the meaning of the plans, specifications or other Contract Documents will be made to any bidder orally. Every request for such interpretation shall be made in writing, addressed to:

Eric Neiler, RA Senior Architect

H2M architects + engineers

1133 Westchester Avenue, Suite N-210

White Plains, New York 10605

Phone: (914) 358-5623 x 2036

E-mail: eneiler@h2m.com

To be given consideration, questions must be received <u>in writing</u> at least ten (10) days prior to the date fixed for the opening of bids. Any and all interpretations and any supplement instructions will be in the form of written addenda to the specifications, and will be sent by mail or faxed to each of the Contractors who has taken out the Drawings and Contract Documents.

All addenda so issued shall become part of the Contract Documents. If any addenda may materially affect the bid, as solely determined by the District, the District may extend the bid date.

PRE-BID INSPECTION OF SITE

Each bidder shall conduct on-site inspections of the referenced project site during the pre-bid walkthrough prior to submission of a bid proposal. The bidder shall acquaint himself/herself with all apparent conditions and characteristics of the facility with regard to assessment of required materials quantities, evaluation of quality of existing materials, access to the site and equipment's, location of underground

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utilities, clearances and all related information necessary to develop an understanding of the required scope of the work and all field conditions. Bidders must satisfy themselves by personal examination of the location of the proposed work and of the actual conditions and requirements of the work and shall not, at any time after the submission of the Proposal, dispute or complain of such estimate or assert there was any misunderstanding in regard to the depth or character or the nature of the work to be done. No consideration will be given for subsequent additional claims by the contractor of award after bidding with regard to apparent field conditions.

PRE-BID CONFERENCE

See Section "Notice to Bidders"

BIDDER TO BE FAMILIAR WITH PLANS AND REQUIREMENTS

It is the bidder's responsibility to examine carefully the plans and specifications, proposal and the site upon which the work is to be performed. A proposal submitted shall be prima fasciae evidence that the bidder has made such examination and that he/she is familiar with all of the conditions and requirements.

PREPARATION OF PROPOSAL

The Proposal forms for project contained herein must be used in preparing bids. Failure to use said Proposal forms or the inclusion of bids not requested shall result in rejection of the bid.

No proposal shall be received by the School District unless the bidder tendering same is known to be skilled in work of a similar nature to that envisaged in the Proposal.

Each bidder shall fill out in ink (in both words and figures) and signed by an officer of the corporation in the spaces provided, its unit or lump sum bid, as the case may be, for each item in the Proposal. If there is a discrepancy between the prices in words and figures, the prices in words shall govern as unit and lump sum prices.

No bid will be considered which does not include bids for all items listed in the proposal sheets.

NAME OF BIDDER

Each bidder must state in the Proposal its full name and business address, and the full name of every person, firm or corporation interested therein and the address of every person or firm, or president and secretary of every corporation interested with it; if no other person, firm or corporation be so interested, it must affirmatively state such fact. The Bidder must also state that the Proposal is made without any connection (directly or indirectly) with any other bidder for the work mentioned in its proposal and is (in all respects) without fraud or collusion; it has inspected the site of the work, has examined the Contract, General Conditions, Specifications, Plans, all addenda, and Information for Bidders; no person acting for or employed by the school district is directly or indirectly interested therein, or in the supplies or work to which it relates or in any portion of the prospective profits thereof; it proposes and agrees if its proposal or bid is accepted, to execute a contract with the school district to perform the work mentioned in the contract, plans and specifications attached; and the amount it will accept in full payment.

CERTIFIED CHECK OR BID BOND/BONDING CERTIFICATION

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Each bid must be accompanied by either a certified check drawn on a solvent bank with an office in the State of New York, or a bid bond equal to ten percent (10 %) of the total amount of the project bid, and payable to the "White Plains School District". This amount shall be the measure of liquidated damages sustained by the School District as a result of the failure, negligence or refusal of the Bidder to whom the contract is awarded to execute and deliver the contract. Provide a certified statement that the bonding company meets or exceeds the requirements set forth in Article 11 of the General Conditions.

A Performance and Payment bond will be required for the work. Each shall be in the amount of 100% of the contract sum. Refer to Article 11 of the General Conditions for requirements associated with such bonds.

PERMITS AND REGULATIONS

Each Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. Each Contractor is required to observe all laws and ordinances including, but not limited to, relating to the obstructing of streets, maintaining signals, keeping open passageways and protecting them where exposed to danger, and all general ordinances affecting him, his employees, or his work hereunder in his relations to the Owner or any person. Each contractor shall also obey all laws and ordinances controlling or limiting the Contractor while engaged in the prosecution of the work under this Contract.

If the Contractor observes that the drawings and specifications are at variance with laws and regulations, he/she shall promptly notify the Architect in writing and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the Contractor performs any work knowing it be contrary to such laws, ordinances, rules, regulations, or specifications, or local, state or federal authorities without such notice to the Architect, he/she bear all costs arising there-from.

CONTRACTOR'S UNDERSTANDING

It is understood and agreed that the Contractor has, by careful examination, satisfied himself/herself as to the nature and location of the Work, and confirmation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this contract.

No official, officer or agent of the Owner is authorized to make any representations as to the materials or workmanship involved or the conditions to be encountered and the Contractor agrees that no such statement or the evidence of any documents or plans, not a part of this contract, shall constitute any grounds for claim as to conditions encountered. No verbal agreement or conversation with any officer, agent or employee of the Owner either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

It is understood and agreed that the Contractor has informed himself fully as to the conditions relating to construction and labor under which the work will be performed and agrees as far as possible to employ such methods and means in the performance of his work so as not to cause interruption or interference with any other Contractor.

EQUIVALENTS

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- A. In the Specifications, one or more kinds, types, brands, or manufacturers or materials are regarded as the required standard of quality and are presumed to be equal. The contractor may select one of these items or, if the contractor desires to use any kind type, brand, or manufacturer or material other than those named in the specifications, they shall indicate in writing when requested, and prior to award of contract, what kind, type, brand or manufacturer is included in the base bid for the specified item.
- B. Submission for equivalents shall be submitted to the Architect prior to the award of the contract.
- C. Refer to Article 6(W) of the General Conditions for submission requirements. Contractor shall provide the Architect with the same documentation as required for substituted materials as set forth in Article 6(X) of the General Conditions.

BID EVALUATION

The Owner and Architect may make such investigation as they deem necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish the Owner with all such additional information and data for this purpose as may be requested. The Owner reserves the right to reject any bid if the evidence 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.

BID WITHDRAWAL

No bids may be withdrawn for a period of 45 days after opening of bids. The Owner may request an extension in writing, if necessary, for bidders to hold their bid for an additional 45 days.

CONTRACTOR'S QUALIFICATION STATEMENT (POST BID)

The apparent low bidder must submit the required pre-award submittal package described below to the Owner's Construction Representative within 48 hours after the bids are opened.

Submissions must be emailed and must include the Project Name of this contract in the Subject Line of the Pre-Award submission email.

- 1. Pre-award Submittal Package
 - a. Fully execute AIA-A305 Contractors Qualification Statement.
 - b. Most recent financial statement by CPA.
 - c. References and experience:
 - (1) List of all past contracts with K-12 Public School Districts.
 - (2) Provide three (3) references (Name, Title, Phone Number and email) of persons associated with three (3) different projects (public or private sector) of similar scope and size to the one identified in this contract. Additionally, include the names of two major suppliers used for each of these three (3) projects.
- 2. Workforce and Work Plan Provide a detailed written Work Plan which shall / demonstrate the contractor's understanding of overall project scope and shall include, but not be limited, to the following:

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- Sequential listing of specific project activities required to successfully complete the Work of the Contract.
 - (1) Include Schedule and list Critical Milestones.
 - (2) Include Phasing of the work, if required.
 - (3) Include listing of long lead-time items.
 - (4) Impact of weather and restricted work periods.
 - (5) Signed statement from a company officer that the Project can be completed in the established construction duration listed in the contract documents.
- Resumes for the contractor's proposed project site supervisor and staff including qualifications for specialized expertise or any certifications required to perform the Work.
- c. Names of proposed major sub-contractors (more than 15% of the bid amount) and a listing of the related trade work and value.
- d. Any special coordination requirements with other trades or ongoing contracts under separate contract(s).
- e. Any special storage and/ or staging requirements for construction materials required for the work.
- f. Any other special requirements including those noted in the contract documents or known to the contractor / subcontractor(s).

3. Detailed Cost Estimate:

a. A copy of Detailed Cost Estimate outlined in CSI format for the contract work.

NOTICE OF ACCEPTANCE

The School District shall give notice of acceptance of a bid by either registered or certified mail, sent within forty five (45) days after the bids have been opened.

SIGNING OF CONTRACT

Each Bidder to whom a contract is awarded, shall, at the office of the School District within ten (10) business days after the date of notification by either registered or certified mail of acceptance of its proposal furnish the required payment and performance bonds in an amount of 100% of the contract, and the required insurance as set forth in Article 10 of the General Conditions, and sign the contract for the work for its performance and maintenance.

INSURANCE

The amounts, types and clauses to be included in the insurance is required to be carried by the successful bidder and its contractors, are listed as set forth in Article 10 of the General Conditions.

WAIVER OF IMMUNITY

Attention is directed to the statement of non-collusion required by Article 5A of the "General Municipal Law of the State of New York" concerning Waiver of Immunity and included in the attached Agreement.

RESPONSIBILITY OF BIDDER

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The attention of Bidders is directed particularly to the contract provisions whereby the Contractor will be responsible for any loss or damage that may occur to the work or any part thereof during its progress and whereby the Contractor must make good any defects or faults in the work that may occur during the progress or within two (2) years after its acceptance.

Each Contractor shall provide for the continuation of the Performance Bond as a Maintenance Bond for two (2) full years after date of final payment request at the full contract price.

The work is to be performed and completed to the satisfaction of the Owner & Architect/Engineer and in accordance with the specifications annexed hereto and the plans referred to therein.

LABOR RATES

Attention is directed to the statement of non-collusion required by Article 5A of the "General Municipal Law of the State of New York" concerning Waiver of Immunity and included in the attached Agreement.

Each Contractor shall pay not less than the minimum hourly wage rates on those contracts as established in accordance with Section 220 of the Labor Law as shown in the schedule.

Article 8, Section 220 of the Labor Law, as amended by Chapter 750 of the Laws of 1956, provides (among other things) that it shall be the duty of the fiscal officer to make a determination of the schedule of wages to be paid to all laborers, workers and mechanics employed on public work projects, including supplements for welfare, pension, vacation and other benefits. These supplements include hospital, surgical or medical insurance, or benefits; life insurance or death benefits; accidental death or dismemberment insurance; and pension or retirement benefits. If the amount of supplements provided by the employer is less than the total supplements shown on the wage schedule, the difference shall be paid in cash to the employee.

Article 8, Section 220 of the Labor Law, as amended by Chapter 750 of the Laws of 1956, also provides that the supplements to be provided to laborers, workers and mechanics upon public work, "...shall be in accordance with the prevailing practices in the locality..." The amount for supplements listed on the enclosed schedule does not necessarily include all types of prevailing supplements in the locality, and a future determination of the Industrial Commissioner may require the Contractor to provide additional supplements.

The original payrolls or transcripts shall be preserved for three (3) years from the completion of the work on the awarded project by the Contracts. The School District shall receive such payroll record upon completion of project.

White Plains School District

Board of Education

5 Homeside Lane

White Plains, New York, 10605

WPSD2304 002113 - 9 Issue Date: mm-dd-yyyy





SECTION 00 2115 RFI FORM

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| TRACTOR'S REQUE | ST FOR INTERPRETATION NO H2M RFI NO: |
| NAME OF PROJEC | T Upgrades at Ridgeway Elementary School |
| NAME OF OWNER: | White Plains City School District |
| FACILITY: | Ridgeway Elementary School Elementary School |
| DATE: | range may Elementary Concer Elementary Concer |
| A/E PROJECT NO: | WPSD2304 |
| ARCHITECT: | H2M architects + engineers |
| | 1133 Westchester Avenue, Suite N-210 |
| | White Plains, NY 10605 |
| Refer to Section 00 2 | 2113 Par 1.13 for additional requirements. |
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| FIELD CONDITION | N |
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| | S SUGGESTION (IF APPLICABLE): |
| ANSWER | |
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Note: review and any responses to this request for information by the architect/engineer is strictly for design intent only and does not constitute acknowledgement or acceptance of any cost or schedule implications unless specifically presented by the contractor. By submission of this request for information, the contractor assumes all responsibility in the absence of an approved change order or work directive.

QUALIFICATIONS OF BIDDERS

Experience and Qualifications of the Bidder: Each bidder is required to submit the following documentation to demonstrate its experience and qualifications for the work of the Project for which a bid is submitted as well as the following Statement of Bidder's Qualifications.:

- a. A description of its experience with projects of comparative size, complexity, and cost, together with documentary evidence showing that said projects were completed to the Owner's satisfaction and were completed in a timely fashion;
- b. Documentation from each of the projects it has performed capital work in the last five (5) years concerning the bidder's:
 - (i) timeliness of performance of the work of the project
 - (ii) evidence that the project was completed to the Owner's satisfaction;
 - (ii) whether or not any extensions of time were requested by the contractor and whether or not such requests were granted;
 - (iv) whether litigation and/or arbitration was commenced by either the Owner or the bidder as a result of the work of the project performed by the bidder;
 - (v) whether any liens were filed on the project by subcontractors or material suppliers of the bidder:
 - (vi) whether the bidder was defaulted on the project by the owner;
 - (vii) whether the bidder made any claims for extra work on the project, including whether said claim resulted in a change order;
- c. Documentation evidencing the bidder's financial responsibility, including a certified financial statement prepared by a certified public accountant.
- d. Documentation evidencing the bidder's existence under the same name for the last five (5) years.
- e. Documentation evidencing the bidder's Worker's Compensation Experience Modification.

STATEMENT OF BIDDER'S QUALIFICATIONS

IMPORTANT: BIDDERS ARE REQUIRED TO FURNISH A COMPLETE ANSWER TO ALL OF THE QUESTIONS IN THIS STATEMENT. IF ADDITIONAL SPACE IS REQUIRED TO FURNISH A COMPLETE ANSWER, BIDDER MAY ATTACH PAGES AS NECESSARY. IN THE EVENT THAT COMPLETE ANSWERS ARE NOT PROVIDED TO EVERY QUESTION, THE OWNER RESERVES THE RIGHT TO REJECT THE BID.

| 1. | Name of Bidder |
|----|---|
| 2. | Type of Business Entity (e.g., sole proprietor, partnership, corporation, LLC, etc.) |
| 3. | If the bidder is a corporation, state the date and place of incorporation of the corporation. |
| 4. | For how many years has the bidder done business under its present name? |
| | List the persons who are directors, officers owners, managerial employees or partners in the bidder's siness. |
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6. Have any of the persons listed in Number 5 owned/operated/been shareholders in any other companies? If so, please state name of the other companies and the individuals who owned, operated, or have been shareholders:

WPSD2304 002515 - 2 Issue Date: mm-dd-yyyy

| SECTION 002515 - QUALIFICATIONS OF BIDDERS | H2N |
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| 7. Has any director, officer, owner or managerial employee had any professional license suspice revoked? If the answer to this question is yes, list the name of the individual, the professional I he/she formerly held, whether said license was revoked or suspended and the date of the revosuspension. | icense |
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| 8. Has the bidder been found guilty of any OSHA Violations? If the answer to this question is y describe the nature of the OSHA violation, an explanation of remediation or other steps taken r such violation(s). | es, egarding |
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| 9. Has the bidder been charged with any claims pertaining to against any employee by reason of race, creed, color, disabilitien employee's civil rights or equal employment opportunities? Dersons making such claim against the bidder, a description owhat disposition (if any) has been made regarding such claim. | ty, sex or natural origin and/or violations of If the answer to this question is yes, list the f the claim, the status of the claim, and |
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| IO. Has the bidder been named as a party in any lawsuit any project in which it has been engaged? If the answer to thin ndex number associated with said suit and the status of the labid. | s question is yes, list all such lawsuits, the |
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| Has the bidder been the subject of an investigation are Labor for alleged violations of the Labor Law as it relates to the supplemental payment requirements? If the answer to this quantance of the commencement of a Department of Labor provides commenced, and the status of the proceeding at the time | e payment of prevailing wages and/or lestion is yes, please list each such ceeding, for which project such proceeding |
| | |
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| 12. Has the bidder been the subject of an investigation and/or proceeding before any law enforcement agency, including, but not limited to any District Attorney's Office? If the answer to this question is yes, please list each such instance, the law enforcement agency, the nature of the proceeding to which such proceeding was commenced, if applicable to a project, and the status of the proceeding at the time of the submission of this bid. | eding |
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| 13. Has the bidder been the subject of proceedings involving allegations that it violated the Work Compensation Law, including but not limited to, the failure to provide proof of worker's compensation disability coverage and/or any lapses thereof? If the answer to this question is yes, list each such instance of violation and the status of the claimed violation at the time of the submissions of this bid. | n or |
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| 14. Has the bidder, its officers, directors, owner and/or managerial employees been convicted of a crime or been the subject of a criminal indictment? If the answer to this question is yes, list the name of the individual convicted or indicted, the charge against the individual and the date of disposition of the charge. |
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| 15. Has the bidder been charged with and/or found guilty of any violations of federal, state, or municipal environmental and/or health laws, codes, rules and/or regulations? If the answer to this question is yes, list the nature of the charge against the bidder, the date of the charge, and the status of the charge at the time of the submission of this bid. |
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| 16. Has the bidder bid on any projects for the period September 1, 2012 to present? If the answer to this question is yes, list the projects bid on, whether said bid was awarded to the bidder and the expected date of commencement of the work for said project. For those projects listed, if the bidder was not awarded the contract, state whether the bidder was the lowest monetary bidder. |

IMPORTANT: BIDDERS ARE REQUIRED TO FURNISH A COMPLETE LIST OF PROJECTS AS REQUIRED BY THIS QUESTION #16 WITH ITS BID. IN THE EVENT THE LIST REQUESTED IS NOT SUBMITTED WITH THE BIDDER'S BID, THE OWNER RESERVES THE RIGHT TO REJECT THE BID

| SECTION 002515 - QUALIFICATIONS OF BIDDERS | H2N |
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| 17. Does the bidder have any projects ongoing at the time of the submission of this bid? If the answer to this question is yes, list the projects on which the bidder is currently working, the | е |
| percentage complete, and the expected date of completion of said project. | |
| | |
| IMPORTANT: BIDDERS ARE REQUIRED TO FURNISH A COMPLETE LIST OF | |
| PROJECTS AS REQUIRED BY THIS QUESTION #17 WITH ITS BID. IN THE EVENT THE | <i></i> |
| LIST REQUESTED IS NOT SUBMITTED WITH THE BIDDER'S BID, THE OWNER RESERVED RIGHT TO REJECT THE BID | ES THE |
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| 18. Have the bidder and its bond surety ever been notified by a project Owner that the Owner | er |
| is contemplating declaring a default and requested a conference to discuss the performance of | |
| the contract? If the answer to this question is yes, list the projects on which such a conference | |
| was held, and the result of the conference, and the status of the project in question. | |
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| SECTION 002515 - QUALIFICATIONS OF BIDDERS | H2M |
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| 19. Has the bidder ever been terminated from a Project by the Owner? If the answer to this question is yes, list the projects on which the bidder was terminated, the nature of the termination (convenience, suspension, for cause), and the date of said termination. | |
| IMPORTANT: BIDDERS ARE REQUIRED TO FURNISH A COMPLETE LIST OF PROJECTS AS REQUIRED BY THIS QUESTION #19 WITH ITS BID. IN THE EVENT THE LIST REQUESTED IS NOT SUBMITTED WITH THE BIDDER'S BID, THE BID WILL BE REJECTED. | |
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| 20. Has the bidder's surety ever been contacted to provide supervisory services in connection on-going project. If the answer to this question is yes, list the project(s) for which the surety provide supervisory services. | with an |
| IMPORTANT: BIDDERS ARE REQUIRED TO FURNISH A COMPLETE LIST OF PROJECTS AS REQUIRED BY THIS QUESTION #20 WITH ITS BID. IN THE EVENT THE LIST REQUESTED IS NOT SUBMITTED WITH THE BIDDER'S BID, THE OWNER RESERVES RIGHT TO REJECT THE BID | THE |

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| 21. Bidder's Worker's Compensation | Experience Modifier: | |
|------------------------------------|------------------------|--|
| Dated: | Ву: | |
| | (Signature) | |
| | | |
| | (Print Name and Title) | |
| Sworn to before me this | | |
| day of | , 20 | |

BIDDER'S DECLARATION:

The undersigned, as Bidder, declares that the only person or persons interested in this bid or proposal as principal or principals is or are named herein; and that no other person than herein named has any interest in this proposal or in the contract proposed to be taken; that this bid or proposal is made without any connections with any other person or persons making a bid or proposal for the same purpose; that the bid or proposal is in all respects fair and without collusion or fraud; that it has examined the site of the work and the Contract Documents; and fully understands all the same; and it proposes and agrees, if this proposal is accepted, it will contract with the White Plains School District in the Contract accompanying this bid to furnish all the material, implements, etc., and perform all the work required in accordance with the Contract Documents; and it will accept in full payment therefore the following sums to wit:

| Acknowledgement that the foregoing Bidder's Declaration is true and factual. | | | |
|--|------------|-------|------|
| SIGNATURE | PRINT NAME | TITLE | DATE |

END OF SECTION

Note: The bidder is asked to use either black ink or typewriter (black ribbon) in completing this proposal form. Each line item amount must be completed. Failure to do so will be grounds for disqualification of the bidder.

| CONTRACT G - GENERAL CONSTRUCTION | | |
|---|------|---|
| ITEM 1 - BONDS and INSURANCES | | |
| (written in words) | (\$ |) |
| ITEM 2 - DIVISION 1 - GENERAL REQUIREMENTS | | |
| (written in words) | (\$ |) |
| ITEM 3 – DIVISION 1 – PROJECT SUPERVISION | | |
| (written in words) | (\$ |) |
| ITEM 4 - DIVISION 2 - DEMOLITION WORK | | |
| (written in words) | (\$ |) |
| ITEM 5 - DIVISION 2 - ASBESTOS ABATEMENT WORK | | |
| (written in words) | (\$ |) |
| ITEM 6 - DIVISION 4 - MASONRY | | |
| (written in words) | (\$ |) |
| ITEM 7 - DIVISION 5 - METALS | | |
| (written in words) | (\$ |) |
| ITEM 8 – DIVISION 6 – WOOD, PLASTICS AND COMPOSITES | | |
| (written in words) | (\$ |) |

| SECTION 004116.11 - PROPOSAL (PB-G) | | H2N |
|---|-----------|-----|
| ITEM 9 - DIVISION 7 - THERMAL AND MOISTURE PROTEC | CTION | |
| (written in words) | (\$ |) |
| ITEM 10 - DIVISION 8 - OPENINGS | | |
| (written in words) | (\$ |) |
| ITEM 11 – DIVISION 9 - FINISHES | | |
| (written in words) | (\$ |) |
| ITEM 12 – DIVISION 22 – PLUMBING WORK | | |
| (written in words) | (\$ |) |
| ITEM 13 - DIVISION 23 - MECHANICAL WORK | | |
| (written in words) | (\$ |) |
| ITEM 14 - DIVISION 26 - ELECTRICAL WORK | | |
| (written in words) | (\$ |) |
| (written in words) | (\$ |) |
| ITEM 16 - DIVISION 31 - EARTHWORK | | |
| (written in words) | (\$ |) |
| ITEM 17 - DIVISION 32 - SITE IMPROVEMENTS | | |
| (written in words) | (\$ |) |
| ITEM 18 - PROJECT CLOSEOUT | | |
| (written in words) | (\$ |) |
| ITEM 19 - ALLOWANCE G1 - CASH ALLOWANCE FOR COM | NTINGENCY | |

For use according the owner's instructions, see section 012100.

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| (written in words) Fifteen thousand dollars and no cents (\$ 15,000.00) | |
|--|-----|
| CONTRACT G - TOTAL BASE BID (ITEMS 1- 18 INCLUSIVE, PLUS #19 - ALLOWANCE G | l) |
| (written in words) (\$ |) |

Note: The White Plains School District is exempt from Federal, New York State and local taxes. TOTAL AMOUNT BID shall be exclusive of all taxes.

EACH BIDDER SHALL SUBMIT WITH IT'S BID A SEPARATE SEALED LIST THAT NAMES THE SUBCONTRACTORS THAT THE BIDDER WILL USE TO PERFORM WORK AND THE AGREED UPON AMOUNT TO BE PAID FOR A.) HEATING, VENTILATION AND AIR-CONDITIONING WORK, B.) PLUMBING WORK AND C.) ELECTRICAL WORK. AFTER THE LOW BID IS ANNOUNCED, THE SEALED LIST OF SUBCONTRACTORS SUBMITTED BY THE APPARENT LOW BIDDER SHALL BE OPENED AND THE NAMES OF THE SUBCONTRACTORS ANNOUNCED. ANY CHANGE OF SUBCONTRACTOR OR AGREED UPON AMOUNT TO BE PAID SHALL REQUIRE THE APPROVAL OF THE PUBLIC OWNER, UPON A SHOWING OF "LEGITIMATE CONSTRUCTION NEED" FOR SUCH CHANGE.

LEGITIMATE CONSTRUCTION NEED" SHALL INCLUDE, BUT NOT BE LIMITED TO:

A CHANGE IN PROJECT SPECIFICATIONS,

A CHANGE IN CONSTRUCTION MATERIAL COSTS,

A CHANGE IN SUBCONTRACTOR STATUS, OR

THE SUBCONTRACTOR HAS BECOME UNWILLING, UNABLE OR UNAVAILABLE TO PERFORM THE SUBCONTRACT.

THE SEALED LISTS OF SUBCONTRACTORS SUBMITTED BY ALL OTHER BIDDERS SHALL BE RETURNED TO THEM UNOPENED AFTER THE CONTRACT AWARD.

PAYMENTS TO SUBCONTRACTORS AND MATERIAL MEN MUST BE MADE WITHIN 7 CALENDAR DAYS AS OPPOSED TO 15 CALENDAR DAYS OF THE RECEIPT OF PAYMENT FORM THE PUBLIC OWNER. FAILURE TO PAY WITHIN 7 CALENDAR DAYS WILL RESULT IN INTEREST DUE FOR ALL CALENDAR DAYS SUBSEQUENT TO THE SEVENTH DAY THROUGH THE DATE THAT PAYMENT IS MADE.

THE BIDDER UNDERSTANDS THAT THE OWNER RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS AND TO WAIVE ANY INFORMALITIES IN THE BIDDING.

THE BIDDER AGREES THAT THE BID SHALL BE GOOD AND MAY NOT BE WITHDRAWN FOR A PERIOD OF FORTY-FIVE (45) CALENDAR DAYS AFTER THE SCHEDULED CLOSING TIME FOR RECEIVING BIDS.

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THE BIDDER IS REQUIRED TO VISIT THE SITE FOR A FIELD SURVEY TO VERIFY THE SCOPE OF WORK PRIOR TO BID SUBMISSION.

THE BIDDER HAS SUBMITTED ALL REQUESTS FOR OTHER BRAND NAMES OR PRODUCTS NOT LISTED IN THE SPECIFICATIONS IN ACCORDANCE WITH ARTICLE 6(W) OF THE GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION.

SITE SUPERVISION

THE SUCCESSFUL CONTRACTOR IS TO PROVIDE FULL TIME SITE SUPERVISION FOR HIS OR HER STAFF, SUBCONTRACTORS AND SUPPLIERS FOR THE DURATION OF THIS PROJECT. A competent superintendent shall be in attendance at the job site at all times when work is being performed under their contract. The superintendent is responsible to visit the job site daily when work is not being performed under their contract and to monitor the overall construction progress. A qualified site superintendent must have the authority to represent and make decisions for his or her company with regards to the subject job, must be able to give guidance and direction to employees, subcontractors and suppliers, and must be knowledgeable about the work to be provided. FAILURE TO PROVIDE A QUALIFIED SITE SUPERINTENDENT AT THE JOB SITE SHALL SUBJECT SAID PRIME CONTRACTOR TO A PENALTY OF \$1,000 PER DAY FOR EVERY OCCURRENCE.

TIME OF COMPLETION

WHILE THE SCHOOL IS OCCUPIED, ALL WORK UNDER THIS CONTRACT SHALL BE PERFORMED DURING AFTER-SCHOOL HOURS (3:00 PM - 11:00 PM). WHILE THE SCHOOL IS UNOCCUPIED DURING HOLIDAYS & WEEKENDS, ALL WORK UNDER THIS CONTRACT MAY BE PERFORMED DURING NORMAL BUSINESS HOURS (7:00AM - 3:00PM), PENDING ACCEPTANCE BY OWNER. BASED UPON THESE HOURS, THE PROJECT SHALL BE COMPLETED IN ACCORDANCE WITH THE FOLLOWING DATES:

WORK DAYS: Monday - Friday

WORK HOURS: 7:00 AM - 3:00 PM

CONSTRUCTION START DATE: June 30, 2025

SUBSTANTIAL COMPLETION: August 22, 2025

FINAL COMPLETION: September 21, 2025

IF NECESSARY, WEEKEND, HOLIDAY AND EVENING WORK SHALL BE PROVIDED TO ENSURE THE COMPLETION DATES LISTED ABOVE, AT THE SOLE COST AND EXPENSE OF THE BIDDER.

FAILURE OF THE CONTRACTOR TO COMPLETE ALL WORK SHOWN AND SPECIFIED IN THE CONTRACT DOCUMENTS, BY ALL OF THE SPECIFIED TIME FRAMES, SHALL SUBJECT THE CONTRACTOR TO LIQUIDATED DAMAGES, AS SET FORTH IN ARTICLE 13 OF THE GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, IN THE SUM OF ONE THOUSAND DOLLARS (\$1,000.00) PER CALENDAR DAY. SUCH DAMAGES WILL COMMENCE ON THE DAY

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AFTER THE COMPLETION DATE OR THE DAY AFTER ANY LISTED MILESTONE DATE IN THE NOTICE TO PROCEED.

WITHIN TEN (10) CONSECUTIVE CALENDAR DAYS AFTER THE DATE OF THE NOTICE OF AWARD, THE BIDDER SHALL EXECUTE THE CONTRACT AND FURNISH THE REQUIRED PERFORMANCE BOND, PAYMENT BOND AND INSURANCES.

THE BOARD OF EDUCATION OF THE SCHOOL DISTRICT RESERVES THE RIGHT TO AWARD THIS CONTRACT TO OTHER THAN THE LOW BIDDER IF THE LAW SO PERMITS.

| | ADDENDUM NO. | | DATED |
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| THE CONT | RACTOR FOR ADDITIONAL IN: | SPECTION (FIELD | FROM AMOUNTS +OTHERWISE DUE) AND CONTRACT ADMINISTRATION R AND/OR OTHER CONSTRUCTION |
| EMPLOYE | E(S) HIRED TO ADMINISTER O | R OBSERVE THE | CONTRACT, SHOULD THE |
| SPECIFIED | | CT BEYOND THE | CONTRACT COMPLETION PERIOD |
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| | IIREMENTS OF THE PROPOSA LEDGED BY THE BIDDER. | L HAVE BEEN CO | MPLETELY READ, UNDERSTOOD AND |
| | | | |
| BIDDER: _ | | | |
| BIDDER'S | ADDRESS: | | |
| | | | |
| SIGNED B | Y: | TITLE | : |
| DATE: | | | |
| | number where the contractor or a e a reasonable reply as soon as p | | entative can accept a telephone message er than twenty-four (24) hours: |
| DAYTIME: | | NIGHTTIME | :: |
| | | | |

| SECTION 004116.11 - PROPOSAL (PE | 3-G) | H2M |
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| FAX: | | |

FEDERAL I.D. NO.:

NON-COLLUSIVE FORM BIDDING CERTIFICATE BID PROPOSAL CERTIFICATIONS

| Firm Name | |
|------------------|-------------|
| | |
| Business Address | |
| Telephone Number | Date of Bid |
| | |

I. General Bid Certification

The bidder certifies that he will furnish, at the prices quoted, the materials, equipment and/or services as proposed on this Bid.

II. Non-Collusive Bidding Certification

The following statement is made pursuant to Section 103-D of the General Municipal Law, as amended by Chapter 675 of the Laws of 1966, and Section 139-D of the State Finance Law, as amended by Chapter 675 of the Laws of 1966, and Section 2604 of the Public Authorities Law, as amended by Chapter 675 of the Laws of 1966.

By submission of this bid proposal, the bidder certifies that he/she is complying with Section 103-d of the General Municipal Law as follows:

Statement of non-collusion in bids and proposals to political subdivision of the state. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation, or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury:

Non-collusive bidding certification.

- (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:
 - I. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - 2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be

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disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and,

- 3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- (b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department agency or official thereof to which the bid is made or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

- (c) Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certifications referred to in subdivision II of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing, and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of corporation.
- (d) The person signing this Bid or Proposal certifies that he has fully informed himself/herself 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 well to the person signing in his/her behalf."

| Signature of Bidder: | | | | |
|----------------------|--------------|-------------------------|-------------------------------------|-----------|
| | | (Signature of bidder or | authorized representative of a corp | ooration) |
| Title: | | | | |
| | Sworn to bet | fore me this | day of | , 20 |
| | | | | |

HOLD HARMLESS AGREEMENT

In accordance with Article 12 of the General Conditions, Indemnification, the Contractor will berequired to sign the following "Hold Harmless" Agreement with the BOARD OF EDUCATION. Compliance with the foregoing requirements for insurance shall not relieve the Contractor from liability set forth under the Indemnity Agreement.

The undersigned hereby agrees to defend, indemnify, and save harmless the BOARD OF EDUCATION, its officers and employees from and against any and all liability, loss, damages, claims for bodily injury and/or property damages, cost and expense, including counsel fees, to the extent permissible by law, that may occur or that may be alleged to have occurred in the course of the performance of this agreement by the contractor, whether such claims shall be made by an employee of the contractoror by a third party, the contractor covenants and agrees that he / she will pay all costs and expenses arising therefrom and in connection therewith, and if any judgment shall be rendered against the Owner, Architect/Engineer & Construction manager, in any such litigation, the Contractor shall at his / her own expense satisfy and discharge the same.

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| Ī | (Signature of Authorized Representative of Corporation) | | |
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| | (Date) | | |

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the School District receive information that a Bidder/Contractor is in violation of the above-referenced certification, the School District will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the School District shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default. The School District reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

| l, | , being duly sworn, deposes and says that he/she is the |
|--|---|
| of the | Corporation and that neither |
| the Bidder/ Contractor nor any proposed subcontr | ractor is identified on the Prohibited Entities List. |
| | |
| | (SIGNED) |
| SWORN to before me this | |
| day of | |
| 20 | |
| Notary Public: | |

WPSD2304 004547 - 1 Issue Date: mm-dd-yyyy

DECLARATION OF BIDDER'S INABILITY TO PROVIDE CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

Bidders shall complete this form if they cannot certify that the bidder/contractor or any proposed subcontractor is not identified on the Prohibited Entities List. The District reserves the right to undertake any investigation into the information provided herein or to request additional information from the bidder.

| Name of the Bidder: | |
|--|--|
| Address of Bidder: | |
| Has bidder been involved in investmen | t activities in Iran? |
| Describe the type of activities including (e.g. banking, energy, real estate) | but not limited to the amounts and the nature of the investments |
| If so, when did the first investment activ | vity occur? |
| Have the investment activities ended? | |
| If so, what was the date of the last inve | estment activity? |
| If not, have the investment activities inc | creased or expanded since April 12, 2012? |
| Has the bidder adopted, publicized, or and to refrain from engaging in any new | implemented a formal plan to cease the investment activities in Irar w investments in Iran? |
| If so, provide the date of the adoption of and a copy of the formal plan. | of the plan by the bidder and proof of the adopted resolution, if any |
| In detail, state the reasons why the bide Divestment Act below (additional page | der cannot provide the Certification of Compliance with the Iran s may be attached): |
| I, being duly s | sworn, deposes and says that he/she is the of |
| the | Corporation and the foregoing is true and accurate. |
| SWORN to before me this | SIGNED |
| day of | |
| 20 | |
| Notary Public: | |

WHITE PLAINS SCHOOL DISTRICT RIDGEWAY ELEMENTARY SCHOOL RENOVATIONS & UPGRADES

SEXUAL HARASSMENT CERTIFICATION

The following certification must be submitted with all bids submitted after January 1, 2019 pursuant to N.Y. State Finance Law § 139-1(1)(a).

"By submission of this bid/proposal, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party thereto certifies its own organization, under penalty of perjury, that the Bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law."

| ted: | (Signature Here) |
|------|----------------------------|
| | (Signatory's Name Printed) |
| | (Name of Bidder) |

THIS FORM MUST BE COMPLETED BY BIDDER AND INCLUDED IN SEPARATE SEALED ENVELOPE MARKED "SUB CONTRACTORS LIST"

| (I) PLUMBING AND GAS FITTING |
|---|
| Subcontractor Name: |
| Type of Work: |
| Agreed upon amount to be paid subcontractor: |
| |
| (II) STEAM HEATING, HOT WATER HEATING, VENTILATING AND AIR CONDITIONING APPARATUS |
| Subcontractor Name: |
| Type of Work: |
| Agreed upon amount to be paid subcontractor: |
| |
| (III) ELECTRIC WIRING AND STANDARD ILLUMINATING FIXTURES |
| Subcontractor Name: |
| Type of Work: |
| Agreed upon amount to be paid subcontractor: |

AGREEMENT made as of the __ day of __ in the year of Two Thousand and Twenty-__.

BETWEEN the Owner White Plains City School District

(Name and address) 5 Homeside Lane

White Plains, New York 10605

and the Contractor: Contractor's Name Address Line 1 (Name and address)

Address Line 2

Upgrades at Ridgeway Elementary School The Project is: 225 Ridgeway Circle, White Plains, NY 10605 (Name and location)

SED CONTROL #: 66 22 00 01 0 014-018

CONTRACT G- GENERAL CONSTRUCTION AND ABATEMENT, INCLUDING PLUMBING, MECHANICAL, &

ELECTRICAL CONSTRUCTION

The Architect is: **H2M** architects + engineers (Name and address)

1133 Westchester Avenue

Suite N 210

Purchase, NY 10605

The Owner and Contractor agree as set forth below.

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General Conditions, Special Provisions and other Conditions), Drawings, specifications, Addenda issued prior to execution of this Agreement, other documents listed in Article 9 of this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are 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 Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall execute the entire General Construction, Abatement, mechanical, electrical, and plumbing Work described in the Contract Documents or reasonably inferable by the

WPSD 2304 A - 1 OF 5 Contractor as necessary to produce the results intended by the Contract Documents, except to the extent 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 General Construction, Abatement, mechanical, electrical, and plumbing work and substantial completion of the work of this contract shall be in accordance with Specification Section 004116.11 Proposal Form (PB -G) and Construction Schedule set forth in the Project Manual.
- **3.2** Time is of the essence respecting the contract documents and all obligations thereunder.
- 3.3 Upon the execution of this Agreement, the Contractor shall provide the Owner with copies of all contracts entered into between the Contractor and subcontractors or material suppliers. The Contractor's obligation to provide the Owner with said contracts shall continue for the duration of the Project.

ARTICLE 4 CONTRACT SUM

- 4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of _____Dollars and __Cents (dollar amount), subject to additions and deductions as provided in the Contract Documents.
- The Contract Sum includes the following alternates, if any, which are described in the Bid Proposal Form (attached hereto) and are hereby accepted by the Owner:
- **4.3** The Contract Sum includes the following allowances: **Allowance G1: \$15,000.00**
- 4.4 Unit prices are as follows: (N/A)

ARTICLE 5 PROGRESS PAYMENTS

- 5.1 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.
- The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

All progress payments shall be based upon an estimate and a certificate, made by the Architect, of the materials furnished, installed and suitably stored at the site and the work done by the Contractor, and payment shall be made in installments of ninety-five percent (95%) of the amount certified as earned so that, at the completion of the work, there will be a retainage of five percent (5%) of the Total Contract Sum. Retainage shall be paid to the Contractor upon final completion of the work of this contract. All progress payments made previous to the last and final payment shall be based on estimates and the right is hereby reserved by the Architect for the Owner to make all due and proper corrections in any payment for any previous error.

The Contractor shall submit with each application for payment the following:

- A current Sworn Statement from the Contractor setting forth all subcontractors and materialmen with whom the Contractor has subcontracted, the amount of such subcontract, the amount requested for any subcontractor or materialman in the application for payment and the amount to be paid to the Contractor from such progress payment;
- 2. Commencing with the second (2nd) Application for Payment submitted by the Contractor, duly executed so-called "after the fact" waivers of mechanics' and materialmen's liens from all subcontractors, materialmen and, when appropriate, from lower tier subcontractors, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities and disbursed prior to submittal by the Contractor of the current Application for Payment, plus sworn statements from all subcontractors, materialmen and, where appropriate, from lower tier subcontractors, covering all amounts described in this Paragraph 5.2;
- 3. Such other information, documentation and materials as the Owner or the Architect may require.
- 5.3 Payment shall not be released to the Contractor until the Owner receives the following documentation:
 - 1. Certified payroll for employees and employees of subcontractors performing work on the Project.
 - Copies of invoices submitted to the Contractor by its subcontractors and/or material suppliers.

ARTICLE 6 FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed including compliance with all provisions of the Contract Documents except for the Contractor's responsibility to correct nonconforming Work under Article 15(B) of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the Architect's final Certificate for Payment, or as soon thereafter as is practicable.

ARTICLE 7 MISCELLANEOUS PROVISIONS

- 7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.
- 7.2 The Contractor represents and warrants the following to the Owner (in addition to any other representations and warranties contained in the Contract Documents) as an inducement to the Owner to execute this Agreement, which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement and the final completion of the Work:
 - 1. that it and its Subcontractors are financially solvent, able to pay all debts as they mature and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;

- 2. that it is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder;
- 3. that it is authorized to do business in the State of New York and the United States and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the Project;
- 4. that its execution of this Agreement and its performance thereof is within its duly authorized powers;
- 5. that its duly authorized representative has visited the site of the Project, is familiar with the local and special conditions under which the Work is to be performed and has correlated on-site observations with the requirements of the Contact Documents;
- 6. that it possesses a high level of experience and expertise in the business administration, construction, construction management and superintendence or projects of the size, complexity and nature of the particular Project, and that it will perform the Work with the care, skill and diligence of such a contractor;
- 7. that it has insurance coverage that complies with the requirements of Article 10 of the General Conditions of the Contract for Construction as set forth in the Project Manual: and
- 8. that it has or will ensure that all subcontractors it has or will retain have insurance coverage that complies with the applicable requirements of Article 10 of the General Conditions of the Contract for Construction as set forth in the Project Manual.

The foregoing warranties are in addition to, and not in lieu of, any and all other liability imposed upon the Contractor by law with respect to the Contractor's duties, obligations and performance hereunder. The Contractor's liability hereunder shall survive the Owner's final acceptance of and payment for the Work. All representations and warranties set forth in this Agreement, including without limitation, this Paragraph 7.2, shall survive the final completion of the Work or the earlier termination of this Agreement. The Contractor acknowledges that the Owner is relying upon the Contractor's skill and experience in connection with the Work called for hereunder.

ARTICLE 8 TERMINATION OR SUSPENSION

- **8.1** The Contract may be terminated by the Owner as provided in the General Conditions.
- **8.2** The Work may be suspended by the Owner as provided in the General Conditions.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

- **9.1** The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:
- **9.1.1** The Agreement is this executed Agreement Between Owner and Contractor.

AGREEMENT
WHITE PLAINS CITY SCHOOL DISTRICT
UPGRADES AT RIDGEWAY ELEMENTARY SCHOOL

- **9.1.2** The General Conditions are the General Conditions of the Contract for Construction as set forth in the Project Manual.
- **9.1.3** The Specifications are as set forth in the Project Manual and indexed in **Exhibit "A"** hereto.
- **9.1.4** The Drawings are those as indexed in **Exhibit "B"** hereto.
- **9.1.5** The Addenda, if any, are as follows:

Addendum () - (date)

This Agreement is entered into as of the day and year first written above and is executed in at least five original copies of which one is to be delivered to the Contractor, one to the Construction Manager, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

| OWNER | CONTRACTOR | |
|--|---|--|
| White Plains City School District 5 Homeside Lane White Plains, NY 10605 | Contractor Name Address Line 1 Address Line 2 | |
| By(Signature) | By (Signature) | |
| (Printed name and title) | (Printed name and title) | |



EXHIBIT 'A' - List of Specifications

WHITE PLAINS CITY SCHOOL DISTRICT

Ridgeway Elementary School Upgrades at Ridgeway Elementary School SED Control No. 66-22-00-01-0-014-018

CONTRACT G - GENERAL CONSTRUCTION WORK

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| 002113 | INSTRUCTIONS FOR BIDDERS |
| 002115 | RFI FORM |
| 002515 | QUALIFICATIONS OF BIDDERS |
| 004105 | BIDDER'S DECLARATION |
| 004116.11 | PROPOSAL (PB-G) |
| 004519 | NON-COLLUSIVE FORM |
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| 004547 | IRAN DIVESTMENT ACT CERTIFICATION |
| 004548 | SEXUAL HARASSMENT CERTIFICATION |
| 004550 | SUB CONTRACTORS LIST |
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| | |

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|-----------|--|
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| AIA G704 | (CERTIFICATE OF SUBSANTIAL COMPLETION) |
| AIA G706 | (CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS.) |
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EXHIBIT 'A' WHITE PLAINS CITY SCHOOL DISTRICT UPGRADES AT RIDGEWAY ELEMENTARY SCHOOL



| PRODUCT SUBSTITUTION PROCEDURES |
|--|
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| PROJECT MANAGEMENT AND COORDINATION |
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| REGULATORY REQUIREMENTS |
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| CLEANING |
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| |

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|--------|---|
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| 028305 | US EPA RRP LEAD PROTOCOL |
| 028306 | REMOVAL AND DISPOSAL OF LEAD CONTAINING MATERIALS (MTA) |
| 028600 | DISPOSAL OF HAZARDOUS WASTE |
| 028700 | REMOVAL AND DISPOSAL OF UNIVERSAL WASTE AND FLUORESCENT LAMPS |
| | |

DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES

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|--------|------------------|
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|--------|----------------|
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088000 GLAZING

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| 095100 | ACOUSTICAL LAY-IN CEILINGS |

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| 096513 | RESILIENT BASE AND ACCESSORIES |
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096813 T ILE CARPETING
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APPENDIX 01

REGULATED BUILDING MATERIALS SURVEY REPORT FOR RIDGEWAY ED

END OF TABLE OF CONTENTS

WPSD-2304

EXHIBIT 'B'
WHITE PLAINS CITY SCHOOL DISTRICT
UPGRADES AT RIDGEWAY ELEMENTARY SCHOOL
SED Control No. 66-22-00-01-0-014-018



EXHIBIT 'B' – LIST OF DRAWINGS

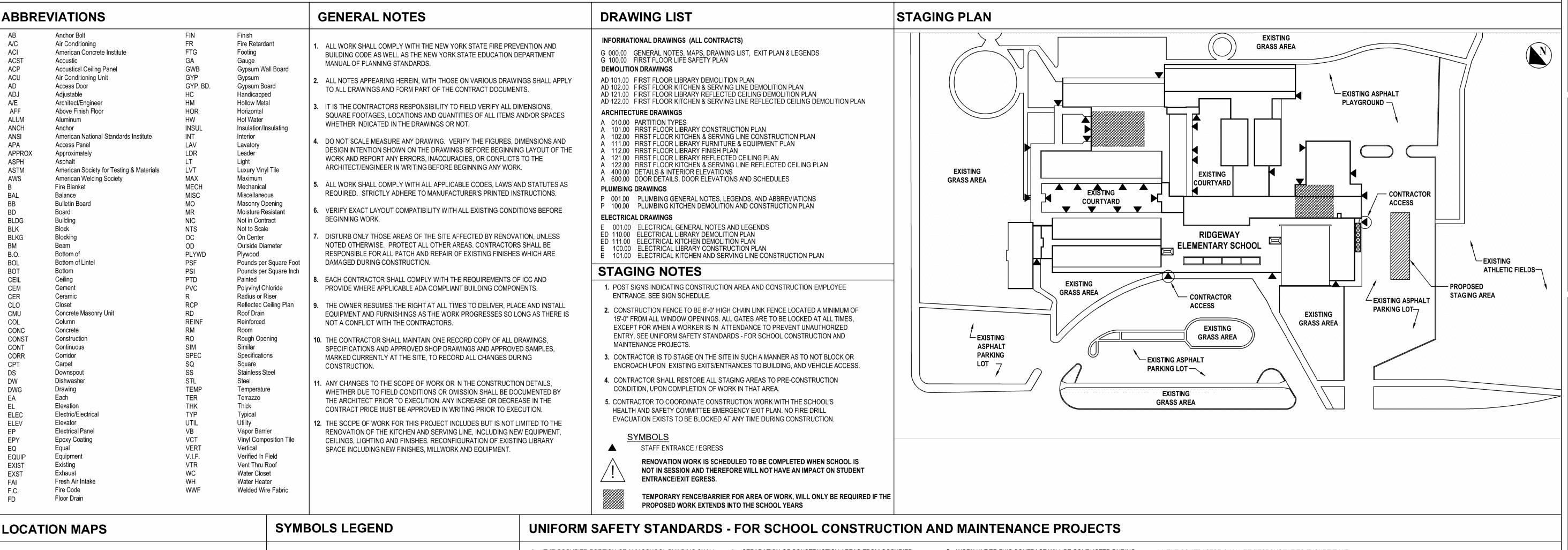
See Attached G0.0 Cover Sheet

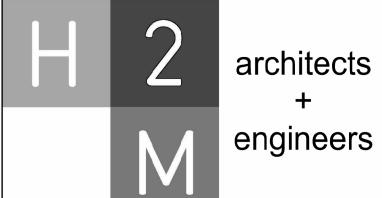
WHITE PLAINS CITY SCHOOL DISTRICT UPGRADES AT RIDGEWAY ELEMENTARY SCHOOL

225 RIDGEWAY CIRCLE WHITE PLAINS, NEW YORK 10605

SED PROJECT CONTROL NUMBER 66-22-00-01-0-014-018

CONTRACT G - GENERAL CONSTRUCTION





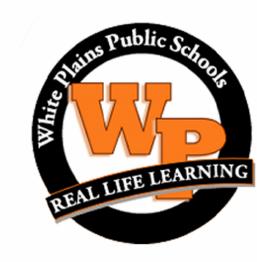
2700 Westchester Ave., Suite 415 Purchase, NY 10577 914.358.5623 • www.h2m.com NY Architecture & Landscape Architecture: No Certificate Require NY Engineering Certificate of Authorization No. 0018438

| MARK | DATE | DESCRIPTION |
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| | 10-28-24 | BID SUBMISSION |

| ROBERT F. BEE, R.A. NY REGISTERED ARCHITECT Lic. No. 032389 | | | | | |
|--|-------|--------------|---|-------|-------------------|
| | | | ION 7209 OF THE NY BY LICENSE PROFES | | |
| DESIGNED BY: | DRAWN | NBY: G/LS | CHECKED BY: JR/RLB | | REVIEWED BY: RFB |
| PROJECT No.: DATE: OCT | | 2024 | SCALE: | SHOWN | |

WHITE PLAINS CITY SCHOOL DISTRICT

UPGRADES AT RIDGEWAY ELEMENTARY SCHOOL



225 RIDGEWAY CIR WHITE **PLAINS, NY 10605**

SED PROJECT CONTROL NO. 66-22-00-01-0-014-018

ACCORDANCE WITH USEPA REGULATIONS AND PER HUD

GUIDELINES. ALL MATERIALS THAT ARE ASSUMED POSITIVE

OR TESTED POSITIVE AND IDENTIFIED IN THE ACM REPORT

WHICH ARE TO BE DISTURBED UNDER THE PROJECT ARE

SCHEDULED FOR REMOVAL UNDER THE TERMS OF SECTION

THEREFORE THE CONTRACTOR SHALL TAKE THE PROPER

MEASURES TO PROTECT AND TRAIN WORKERS PER OSHA

15. UNDER NEW YORK STATE LAW SMOKING IS PROHIBITED ON

SCHOOL GROUNDS. EMPLOYEES FOUND TO BE SMOKING

SECOND OFFENSE WILL BE GROUNDS FOR PERMANENT

16. ALL CONTRACTORS SHALL TAKE EVERY PRECAUTION AND

NECESSARY OR REQUIRED FOR THE SAFETY OF ITS

SHALL PROVIDE SUCH EQUIPMENT AND FACILITIES AS ARE

SHALL NOT CREATE DEAD END CONDITIONS, REQUIRED

EXITS SHALL BE MAINTAINED FREE AND CLEAR.

ON SCHOOL GROUNDS SHALL BE ORDERED OFF SITE AND A

REMOVAL FROM PROJECT. LEGAL PENALTIES MAY ALSO BE

022600 OF THE PROJECT SPECIFICATIONS. TRACES OF

LEAD WERE ALSO DETECTED IN OTHER MATERIALS,

REGULATIONS.

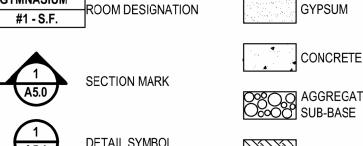
CONTRACT G GENERAL CONSTRUCTION

SED SUBMISSION

GENERAL NOTES, MAPS, DRAWING LIST. EXIT PLAN & LEGENDS

G 000.00

WHITE PLAINS



ELEVATION KEY

INTERIOR ELEVATION

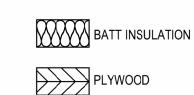
REFERENCE

ELEVATION LINE

REVISION

PARTITION TYPE

AGGREGATE
SUB-BASE DETAIL SYMBOL EARTH



RIGID INSULATION

WOOD BLOCKING

SHALL BE MAINTAINED. (3) GATES SHALL ALWAYS BE LOCKED UNLESS A WORKER IS IN ATTENDANCE TO PREVENT UNAUTHORIZED ENTRY.

ALWAYS COMPLY WITH THE MINIMUM REQUIREMENTS

RENOVATION OR DEMOLITION HAVE BEEN TESTED FOR

ASBESTOS AND SOME MATERIALS WERE FOUND TO BE

POSITIVE. IF ENCOUNTERED, THE CONTRACTOR SHALL

. GENERAL SAFETY AND SECURITY STANDARDS FOR

(1) ALL CONSTRUCTION MATERIALS SHALL BE STORED IN A

(2) FENCES AROUND CONSTRUCTION SUPPLIES OR DEBRIS

ABATE MATERIAL AS PER SPECIFICATION SECTION 028200 -

ASBESTOS ABATEMENT, ALL TEST RESULTS CAN BE FOUND

2. ALL SCHOOL AREAS TO BE DISTURBED DURING

IN THIS SPECIFICATION SECTION.

CONSTRUCTION PROJECTS:

SAFE AND SECURE MANNER.

NECESSARY TO MAINTAIN A CERTIFICATE OF OCCUPANCY.

(4) DURING EXTERIOR RENOVATION WORK, OVERHEAD PROTECTION SHALL BE PROVIDED FOR ANY SIDEWALKS OR AREAS IMMEDIATELY BENEATH THE WORK SITE OR SUCH AREAS SHALL BE FENCED OFF AND PROVIDED WITH WARNING SIGNS TO PREVENT ENTRY

(5) WORKERS SHALL BE REQUIRED TO WEAR PHOTO-IDENTIFICATION BADGES AT ALL TIMES FOR IDENTIFICATION AND SECURITY PURPOSES WHILE WORKING AT OCCUPIED SITES.

1. THE OCCUPIED PORTION OF ANY SCHOOL BUILDING SHALL 4. SEPARATION OF CONSTRUCTION AREAS FROM OCCUPIED SPACES: CONSTRUCTION AREAS WHICH ARE UNDER THE CONTROL OF A CONTRACTOR AND THEREFORE NOT OCCUPIED BY DISTRICT STAFF OR STUDENTS SHALL BE SEPARATED FROM OCCUPIED AREAS. PROVISIONS SHALL BE MADE TO PREVENT THE PASSAGE OF DUST AND CONTAMINANTS INTO OCCUPIED PARTS OF THE BUILDING. PERIODIC INSPECTION AND REPAIRS OF THE CONTAINMENT BARRIERS MUST BE MADE TO PREVENT EXPOSURE TO DUST OR CONTAMINANTS. GYPSUM BOARD MUST BE USED IN EXIT WAYS OR OTHER AREAS THAT REQUIRE FIRE RATED SEPARATION. HEAVY DUTY PLASTIC SHEETING MAY BE USED ONLY FOR A VAPOR, FINE DUST OR AIR INFILTRATION BARRIER, AND SHALL NOT BE USED TO SEPARATE OCCUPIED SPACES FROM CONSTRUCTION AREAS.

> (1) A SPECIFIC STAIRWELL AND/OR ELEVATOR SHALL BE ASSIGNED FOR CONSTRUCTION WORKER USE DURING WORK HOURS. IN GENERAL, WORKERS MAY NOT USE CORRIDORS, STAIRS OR ELEVATORS DESIGNATED FOR STUDENTS OR SCHOOL STAFF. WHERE NO STAIRWELL AND OR ELEVATOR IS ASSIGNED, WORKERS MUST ENTER THE CONSTRUCTION SPACES DIRECTLY FROM THE BUILDING EXTERIOR.

(2) LARGE AMOUNTS OF DEBRIS MUST BE REMOVED BY USING ENCLOSED CHUTES OR A SIMILAR SEALED SYSTEM. THERE SHALL BE NO MOVEMENT OF DEBRIS THROUGH HALLS OF OCCUPIED SPACES OF THE BUILDING. NO MATERIAL SHALL BE DROPPED OR THROWN OUTSIDE THE WALLS OF THE BUILDING.

(3) ALL OCCUPIED PARTS OF THE BUILDING AFFECTED BY RENOVATION ACTIVITY SHALL BE CLEANED AT THE CLOSE OF EACH WORKDAY. SCHOOL BUILDINGS OCCUPIED DURING A CONSTRUCTION PROJECT SHALL MAINTAIN REQUIRED HEALTH, SAFETY AND EDUCATIONAL CAPABILITIES AT ALL TIMES WHEN CLASSES ARE IN SESSION.

5. A PLAN DETAILING HOW EXITING REQUIRED BY THE APPLICABLE BUILDING CODE WILL BE MAINTAINED.

6. WORK UNDER THIS CONTRACT WILL BE CONDUCTED DURING THE SUMMER RECESS WHEN THE BUILDING IS UNOCCUPIED. IF THE BUILDING BECOMES OCCUPIED THE CONTRACTOR SHALL BE RESPONSIBLE TO MAINTAIN ALL EXISTING MEANS OF EGRESS IN A CLEAR AND FREE MANNER, INCLUDING THE STORAGE OF MATERIALS AND STAGING OF EQUIPMENT ON THE SITE. IF ANY PORTION OF THE BUILDING DOES BECOME OCCUPIED THE ARCHITECT WILL PROVIDE A DETAILED PLAN FOR EXITING, OVERHEAD PROTECTION AND EGRESS IN ACCORDANCE WITH APPLICABLE BUILDING CODES.

7. A PLAN OUTLINING HOW SUFFICIENT VENTILATION WILL BE UPHELD THROUGHOUT THE CONSTRUCTION PROCESS.

8. WORK UNDER THIS PROJECT WILL BE COMPLETED DURING THE SUMMER RECESS WHEN THE BUILDING WILL NOT BE OCCUPIED BY FACULTY, STAFF OR STUDENTS. IF A PORTION OF THE BUILDING IS TO BECOME OCCUPIED DURING THE CONSTRUCTION PROCESS THE CONTRACTOR SHALL CLOSE OFF ALL INTAKES, OPENINGS, AND MECHANICAL VENTILATION SYSTEMS ADJACENT TO THE WORK AREA. THE ARCHITECT SHALL ASSIST THE CONTRACTOR IN DEVELOPING A PLAN TO PROVIDE ALTERNATE MEANS OF FRESH AIR TO ALL OCCUPIED SPACES.

CONSTRUCTION AND MAINTENANCE OPERATIONS SHALL NOT PRODUCE NOISE IN EXCESS OF 60 DBA IN OCCUPIED SPACES OR SHALL BE SCHEDULED FOR TIMES WHEN THE BUILDING OR AFFECTED BUILDING SPACES ARE NOT OCCUPIED OR ACOUSTICAL ABATEMENT MEASURES SHALL BE TAKEN.

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONTROL OF CHEMICAL FUMES, GASES, AND OTHER CONTAMINATES PRODUCED BY WELDING, GASOLINE OR DIESEL ENGINES, ROOFING, PAVING, PAINTING, ETC. TO ENSURE THEY DO NOT ENTER OCCUPIED PORTIONS OF THE BUILDING OR AIR INTAKES. ALL VENTS SHALL BE SEALED TO PREVENT CONTAMINANTS FROM THE CONSTRUCTION AREA FROM ENTERING THE OCCUPIED AREAS OF THE BUILDING.

11. THE CONTRACTOR SHALL BE RESPONSIBLE TO ENSURE THAT ACTIVITIES AND MATERIALS WHICH RESULT IN "OFF-GASSING" OF VOLATILE ORGANIC COMPOUNDS SUCH AS GLUES, PAINTS, FURNITURE, CARPETING, WALL COVERING, DRAPERY, ETC. ARE SCHEDULED, CURED OR VENTILATED IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS BEFORE A SPACE CAN

12. LARGE AND SMALL ASBESTOS ABATEMENT PROJECTS AS DEFINED BY 12NYCRR56 SHALL NOT BE PERFORMED WHILE THE BUILDING IS OCCUPIED." IT IS OUR INTERPRETATION THAT THE TERM "BUILDING", AS REFERENCED IN THIS SECTION, MEANS A WING OR MAJOR SECTION OF A BUILDING THAT CAN BE COMPLETELY ISOLATED FROM THE REST OF THE BUILDING WITH SEALED NON COMBUSTIBLE CONSTRUCTION. THE ISOLATED PORTION OF THE BUILDING MUST CONTAIN EXITS THAT DO NOT PASS THROUGH THE OCCUPIED PORTION AND VENTILATION SYSTEMS MUST BE PHYSICALLY SEPARATED AND SEALED AT THE ISOLATION BARRIER.

13. EXTERIOR WORK SUCH AS ROOFING, FLASHING, SIDING, OR SOFFIT WORK MAY BE PERFORMED ON OCCUPIED BUILDINGS PROVIDED PROPER VARIANCES ARE IN PLACE AS REQUIRED, AND COMPLETE ISCLATION OF VENTILATION SYSTEMS AND AT WINDOWS IS PROVIDED. CARE MUST BE TAKEN TO SCHEDULE WORK SO THAT CLASSES ARE NOT DISRUPTED BY NOISE OR

14. MINOR ASBESTOS PROJECTS DEFINED BY 12NYCRR56 AS AN REPAIR, ENCAPSULATION, ENCLOSURE OR HANDLING OF 10 SQUARE FEET OF ASBESTOS OR ASBESTOS MATERIAL MAY BE PERFORMED IN UNOCCUPIED AREAS OF AN OCCUPIED

(1) ALL PAINTED SURFACES TO BE DISTURBED DURING CONSTRUCTION AND/OR DEMOLITION UNDER THE SCOPE OF THIS PROJECT HAVE BEEN TESTED FOR LEAD

VISUAL DISTRACTION. ASBESTOS PROJECT INVOLVING THE REMOVAL, DISTURBANCE,

BUILDING IN ACCORDANCE WITH 12NYCRR56.

EMPLOYEES. IN CASE OF AN ACCIDENT, FIRST AID SHALL BE ADMINISTERED TO ANY WHO MAY BE INJURED IN THE PROGRESS OF THE WORK. IN ADDITION, THE CONTRACTOR SHALL BE PREPARED FOR THE REMOVAL TO THE HOSPITAL FOR TREATMENT OF ANY EMPLOYEE EITHER SERIOUSLY INJURED OR ILL.

17. THE CONTRACTOR FOR GENERAL CONSTRUCTION SHALL PROVIDE TEMPORARY WEATHER-TIGHT AND INSULATED ENCLOSURES AS MAY BE REQUIRED BY THE SCOPE OF WORK FOR ALL EXTERIOR OPENINGS SO AS TO PROTECT ALL WORK FROM THE WEATHER, AND TO PROVIDE SECURITY AGAINST UNAUTHORIZED ENTRY. ENCLOSURES

CONTENT IN ACCORDANCE WITH USEPA REGULATIONS

GENERAL CONDITIONS

of the

CONTRACT for CONSTRUCTION

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GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

The within document includes detailed provisions concerning the capital improvement work to be performed by the Contractors engaged by the School District. This document contains provisions which relate particularly to capital improvement projects in the school district setting in New York State. The document is incorporated by reference into all contracts to be awarded and should be reviewed carefully by the Contractor to whom the award of contract is made. Consultation with an attorney and insurance representative is advised.

ARTICLE 1 DEFINITIONS

- A. "Addendum" or "Addenda" refers to revised drawings and/or written requirements for the capital improvement work issued by the Architect prior to the time indicated for submission of a bid by a contractor.
- B. "After Hours" refers to the time before or after the hours school is in session. During this time, students and staff may occupy portions of the facility or building, but may be redirected as required to allow for the completion of work by a contractor.
- C. The "Architect" is the design professional engaged by the School District to perform design related functions respecting the capital improvement projects to be performed in the School District.
- D. "Board of Education" refers to the Board of Education of the School District.
- E. "Central Administration" refers to the Superintendent of Schools, his/her Assistant Superintendents, and Director of Plant & Facilities.
- F. The "Construction Manager" is the entity engaged by the School District to act as its representative during the course of construction of the Project.
- G. "Contract Documents" refers to all drawings, sketches, specifications, addenda, field directives and all other written or drawn descriptions of the products, labor and materials to be provided for the Project.
- H. The "Contractor" refers to the entity engaged by the School District to perform all or a part of the capital improvement project on its behalf.
- I. The "Drawings" are the plans, elevations, sections, details, schedules and diagrams developed by the Architect for the capital improvement projects to be performed in accordance with the project manual of which these General Conditions of the Contract for Construction form a part.

- J. The "Off Hours" refers to a period of time during which the school facility or building shall be unoccupied, to be a duration of no less than 24 hours.
- K. The "Owner" refers to the Board of Education or its designee.
- L. The "Project" refers to the entire capital improvement project to be performed in accordance with the project manual and may include work by the Owner.
- M. The "Project Manual" is the bound document which is issued simultaneously with the project Drawings and includes the Notice to Bidders, Information to Bidders, Bid Proposal Form, Prevailing Wage Rate schedule and the written requirements for labor, materials, equipment, construction systems and the like necessary for the Contractor to complete the capital improvement work for which it has been engaged.
- N. A "Subcontractor" is a person or entity who has a direct contract with the Contractor to provide material and/or labor for the project on or off the site, or to otherwise furnish labor, material or other services with respect to a portion of the Contractor's work. A "Subsubcontractor" is a person or entity who has a direct or indirect contract with a Subcontractor engaged by the Contractor to perform a portion of the Subcontractor's work at the site, or to otherwise furnish labor, material or other services with respect to a portion of the Subcontractor's work.
- O. The term "Specialist" or "Specialty Contractor" as used in these specifications shall mean an individual or firm of established reputation, or, if newly organized, whose personnel have previously established a reputation in the same field, which is regularly engaged in, and which maintains a regular force of workers skilled in either manufacturing or fabricating items required by the Contract, installing items required by the Contract, or otherwise performing work required by the Contract.
- P. "Accepted", "directed" "permitted," "requested," "required," and "selected" mean, unless otherwise explained, "accepted by the Architect and/or Owner" "directed by the Architect and/or Owner," "permitted by the Architect and/or Owner," "requested by the Architect and/or Owner," "required by the Architect and/or Owner," and "selected by the Architect and/or Owner." However, no such implied meaning will be interpreted to extend the Architect's responsibility into the Contractor's area of construction supervision.
- Q. "As accepted" "or acceptable substitute", and "for review" mean the Architect is the sole judge of the quality and suitability of the proposed substitutions. Where used in conjunction with the Architect's response to submittals, requests, applications, inquiries, reports, and claims by the Contractor, the meaning will be held to the limitations of the Architect's responsibilities and duties as stated in the General Conditions. In no case will "accepted by the Architect" be interpreted as an assurance to the Contractor that the requirements of the Contract Documents have been fulfilled.

- R. "Furnish" means supply and deliver to the Project site or other designated location, ready for unloading, unpacking, storing, assembly, installation, application, erection, or other form of incorporation into the Project, and maintained ready for use. Supply and deliver products requiring additional or supplemental fitting, assembly, fabrication, or incorporation into other elements of the Project directly to the fabricator, installer or manufacturer as required.
- S. "Install" means unload, unpack, use, fit, attach, assemble, apply, place, anchor, erect, finish, cure, protect, clean, and similar operations required to properly incorporate work into the Project.
- T. "Provide" means furnish and install.
- U. "Replace" means remove designated, damaged, rejected, defective, unacceptable, or non-conforming work from the Project and provide new work meeting the requirements of the Contract Documents in place thereof.
- V. "Unusual" refers to means and methods beyond any conventional or generally accepted standard of work or installation, generally requiring a standard of care and protection as outlined by a manufacturer's guidelines and recommendations.
- W. The word "include", in any form other than "inclusive", is non-limiting and is not intended to mean 'all-inclusive.

ARTICLE 2 CONTRACTOR'S REPRESENTATIONS

- A. Upon submission of its bid to the Owner, the Contractor expressly represents:
- 1. The Contractor represents and warrants that it performed a detailed investigation of the site(s) and that such investigation was sufficient to disclose the conditions of the site(s) at which work is to be performed by it and all improvements thereon, and the conditions under which the work is to be performed, including, but not limited to (a) the location, condition, layout and nature of the project site and surrounding areas; (b) the cost of labor, materials and equipment necessary to perform the work, the availability; (c) the areas of the work which will cause a disruption to the necessary and proper operation of the facilities by the Owner; and (d) other pertinent limitations on the performance of its work.
- 2. The Contractor represents and warrants that it has carefully studied and compared the drawings and pertinent provisions of the project manual and that any errors, omissions, ambiguities, discrepancies or conflicts found in said documents have been brought to the attention of the Architect for clarification prior to the Contractor's

submission of its bid. If, in the interpretation of Contract Documents, requirements within the Drawings and Specifications conflict, or it appears that the Drawings and Specifications are not in agreement, the requirement to be followed shall be decided by the Architect. Where there is a discrepancy in quantity, the Contractor shall provide the greater quantity; where there is a discrepancy in quality, the Contractor shall provide the superior quality. Addenda supersede the provisions that they amend.

- 3. Each trade contractor certifies to be experienced and familiar with the requirements and conditions imposed during the construction of similar work in the area. This includes, but is not limited to, the requirement of normal "out of sequence" or "come back" work for the removal of plant, equipment, temporary wiring or plumbing, etc. This "out of sequence" work may also include phasing of construction activities to accommodate the installation of the work at various locations and orderly fashion and the completion of work at various locations and/or levels at various times. This "phasing", "out of sequence", or "come back" work shall be done at no cost to other trade contractors, the Owner, Architect or the Construction Manager.
- B. The Contractor warrants to the Owner that (1) the materials and equipment furnished under its contract will be of good quality and new, and of recent manufacture, unless otherwise required or permitted by the Contract Documents, (2) that its work will be free from defects not inherent in the quality required or permitted, and (3) that its work will conform with the terms and conditions of its agreement with the Owner. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective and shall be removed and replaced at the Contractor's cost and expense. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- C. Except as to any reported errors, inconsistencies or omissions, and to concealed or unknown conditions, by executing the Agreement, the Contractor represents the following:
- 1. The drawings and accompanying specifications found in the project manual issued simultaneously with said drawings are sufficiently complete and detailed for the Contractor to (a) perform the work required to produce the results intended by the Owner and (b) comply with all the requirements of its contract with the Owner.
- 2. The work required to be performed by the contractor including, without limitation, all construction details, construction means, methods, procedures and techniques necessary to perform its work, use of materials, selection of equipment and requirements of product manufacturers are consistent with: (a) good and prevailing and accepted industry standards applicable to its work; (b) requirements of any warranties applicable to its work; and (c) all laws, ordinances, regulations, rules and orders which bear upon the Contractor's performance of its work.
 - 3. The Drawings and Specifications for the Contract have been prepared with

care and are intended to show as clearly as is practicable the work required to be done. Work under all items in the Contract must be carried out to meet field conditions to the satisfaction of the Architect and Owner and in accordance with his instructions and the Contract Drawings and Specifications.

- 4. All dimensions shown on the Drawings are for bidding purposes only. It is the responsibility of the Contractor to verify all dimensions in the field to insure proper and accurate fit of materials and items to be installed.
- D. The representations set forth herein shall survive expiration and/or termination of the Contractor's agreement with the Owner.

ARTICLE 3 CONTRACTOR'S CONSTRUCTION PROCEDURES

- A. 1. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures required for the proper execution of its work on the project. Where the drawings and/or project manual make reference to particular construction means, methods, techniques, sequences or procedures or indicate or imply that such are to be used in connection with the Contractor's work, such reference is intended only to indicate that the Contractor's work is to produce at least the quality of the work implied by the operations described, but the actual determination as to whether or not the described operations may be safely or suitably employed in the performance of the Contractor's work shall be the sole responsibility of the Contractor. All loss, damage, liability, or cost of correcting defective work arising from the employment of a specific construction means, method, technique, sequence or procedure shall be borne solely by the Contractor.
- 2. Neither the Architect nor the Owner will have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility as provided herein.
- 3. The Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, rigging, water, heat, utilities, light, transportation, and other facilities and services necessary for proper execution and completion of its work, whether temporary or permanent and whether or not incorporated or to be incorporated in its work.
- B. The Contractor shall be responsible for coordinating the work of its own forces and the work of subcontractors engaged by it to perform the work of the project on its behalf. The Contractor shall supply to its own work forces and subcontractors engaged by it to perform portions of its work copies of the drawings and project manuals for the work to be performed by such individuals/entities on its behalf. The Contractor shall review any

specified or installation procedure with its employees and/or subcontractors, including those recommended by any product manufacturer, prior to the commencement of the relevant portion of the work to be performed. The Contractor shall be responsible to the Owner for the acts and/or omissions of the Contractor's employees, the Contractor's Subcontractors, the Contractor's material suppliers, and/or their respective agents and employees, and any other persons performing portions of the work on behalf of the Contractor.

- C. The Contractor shall be responsible for the inspection of portions of the project performed by its own work force and/or subcontractors engaged by it for the purpose of determining that said work is in proper condition to receive subsequent work.
- D. The Contractor shall perform its work in accordance with the standards of the construction industry applicable to work in the locale in which work is to be performed.
- E. The Contractor shall only employ labor on the project or in connection with its work capable of working harmoniously will all trades, crafts and any other individuals associated with the capital improvement work to be performed. There shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity at the project for any reason by anyone employed or engaged by the Contractor to perform its portion of the work. There shall be no lockout at the project by the Contractor. The Contractor shall be responsible for providing the manpower required to proceed with the work under any circumstance. Should it become necessary to create a separate entrance for a contractor involved in a labor dispute, all costs associated with creating that entrance shall be borne by the contractor involved in the dispute. Such costs shall include, but not be limited to, signage, fencing, temporary roads and security personnel as deemed necessary by the Owner for the safety of the occupants of the site.
- F. 1. If the Contractor has engaged the services of workers and/or subcontractors who are members of trade unions, the Contractor shall make all necessary arrangements to reconcile, without delay, damage or cost to the Owner and without recourse to the Architect or the Owner, any conflict between its agreement with the Owner and any agreements or regulations of any kind at any time in force among members or councils which regulate or distinguish what activities shall not be included in the work of any particular trade.
- 2. In case the progress of the capital improvement work to be performed by the Contractor is effected by any undue delay in furnishing or installing any items or materials or equipment required pursuant to its agreement with the Owner because of a conflict involving any such labor agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided pursuant to a Change Order or Construction Change Directive but in no case shall the amount of such change be charged by the Contractor to the Owner as an additional cost to perform the capital improvement work pursuant to its contract.

- 3. The Contractor shall ensure that its work continues uninterrupted during the pendency of a labor dispute.
- 4. The Contractor shall be liable to the Owner for all damages suffered by the Owner occurring as a result of work stoppages, slowdowns, disputes or strikes.
- G. The Contractor shall enforce strict discipline and good order among the Contractor's employees and its Subcontractors' work forces and other persons carrying out the performance of its work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The Owner reserves the right to object to any person to be hired or who is employed by the Contractor. Upon the request of the Owner, said person shall be removed from the Project and not again be assigned to perform the Contractor's work without the written permission of the Owner.
- H. Within one (1) week after a Notice to Proceed is received, the Contractor shall employ a competent, full-time Project Manager and On Site Superintendent to be approved by the Owner or its representative, and such necessary assistants who shall be in attendance at each project site whenever and wherever work is in progress to provide for the expeditious completion of the work. Said Project Manager and On Site Superintendent shall be employed until punchlist and closeout of the Project. To the extent work is being performed contemporaneously at different facilities within the School District, the Contractor shall assign different superintendents for each facility at which work is being performed. The Project Manager and On Site Superintendent assigned by the Contractor shall not be changed except with the consent of Owner, unless the Project Manager or On Site superintendent or such assistant proves to be unsatisfactory to the Contractor and/or ceases to be in its employ. The Project Manager and On Site Superintendent shall represent the Contractor, and communications given to the Project Manager or On Site Superintendent, whether verbal or written, shall be as binding as if given to the Contractor. Oral communications to the superintendent(s) or his/her assistant(s) and/or project manager shall be confirmed in writing by the Owner, or Architect. The Contractor shall forward to the Owner a copy of the resumes for each of its superintendents, project managers and their assistants. The Owner or the Architect shall have the right to have any supervisory or management staff removed from the project with or without cause.
- I. Each Contractor shall provide, or otherwise see that, the project manager, or on site superintendent site managers, and/or responsible workers of each Contractor and major subcontractor are equipped with cellular phones and radios. Each Contractor shall provide the Owner and the Architect with the number for each phone and worker.
- J. The Contractor's supervisory personnel, including superintendents and their assistants, shall be versed in the English language. In the event the Contractor's supervisory personnel, superintendents and/or their assistants are not versed in the English language, the Contractor shall employ the services of a full-time on-site interpreter

to facilitate communications with such supervisory personnel, superintendents and/or assistants.

K Prior to the commencement of work, the Contractor shall provide the Construction Manager and the Architect with:

- 1. a written list of the names, addresses and telephone numbers of the members of its organization who can be contacted in the event of an off-hours emergency at the building site, including cellular telephone numbers and personal/home telephone numbers.
- 2. a written list of subcontractors, sub-subcontractors, suppliers and vendors with names, addresses, telephone numbers, and descriptions of the work they shall perform or furnish.
- 3. The name, address and telephone number of the bonding company, banking and insurance company for the Prime Contractor employed by the Prime Contractor including the name, address and telephone number of each bonding company's primary contact representative for this project.
- 4. Detailed subcontractor schedules indicating the approximate quantity of shop drawings, sequence, timing and man loading.
- 5. A cash flow projection for the life of the project, including a schedule and graph showing the amount of work projected to be completed each month or billing period and a dollar value for the anticipated billings each month or billing period. This shall be completed after an agreed upon schedule of values has been approved by the Construction Manager.
- L. 1. Tests, inspections and approvals of portions of the Contractor's work required by the drawings and/or specifications shall be made at an appropriate time. Unless otherwise provided, the Contractor shall consult with the Architect and the Construction Manager concerning the need for testing and/or inspection of its work pursuant to the Contract Documents and, after consulting with the Architect and Construction Manager, the Construction Manager shall advise the Owner to 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. The Owner shall bear all costs associated with the tests, inspections or approvals required by the drawings and/or specifications except as set forth in subparagraph 3 hereof.
- 2. Tests, inspections and approval of portions of the Contractor's work required by laws, ordinances, rules, regulations or orders of public authorities or governmental agency having jurisdiction shall be made at an appropriate time. The Contractor shall consult with

the Architect and the Construction Manager concerning the need for testing and/or inspection of its work pursuant to law, ordinance, regulation or orders of public authorities or governmental agencies and shall advise the Owner in writing that it has made arrangements for such tests, inspections and approvals with the appropriate public authority or governmental agency. The Contractor shall be solely responsible for making timely notice of the need for a test, inspection and/or approval with the relevant public authority or governmental agencies and shall bear all costs associated with such testing, inspection or approval required by such public authority or governmental agency.

- 3. If the Architect, the Construction Manager, the Owner, or public authorities or governmental agencies having jurisdiction determine that portions of the Contractor's work require additional testing, inspection or approval due to the Contractor's failure to perform its work in accordance with the requirements of the Contract Documents and/or laws, ordinances, rules, regulations or orders of public authorities or governmental agencies having jurisdiction, the Architect and the Construction Manager will advise the Owner of the need for such additional inspections or tests and the Owner shall make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner. The Contractor shall bear the costs of such additional testing as provided in Article 14.
- M. The Contractor shall, if required by ordinances, laws, codes, rules and/or regulations of the governing agencies having jurisdiction over this project, retain a licensed professional engineer to supervise the construction of this project including, but not limited to, foundations, structural work, soils, welding, reinforced masonry and the like.
- N. The Contractor recognizes and acknowledges that the within project is governed by and subject to the provisions of New York State General Municipal Law, section 101, governing the award of contracts on public improvement projects. As such, the Contractor recognizes and acknowledges that other contractors will be performing work on the project in conjunction with it. As such the Contractor agrees to cooperate with such other contractors performing work on the project and shall perform its work as follows:
- 1. The Contractor shall not interfere with the erection, installation or storage upon the premises of any work, materials, supplies or equipment which is to be performed and furnished by other contractors, and the Contractor shall properly connect and coordinate its work therewith.
- 2. The Contractor shall not commit or permit any act which will interfere with the performance of the work of any other contractor performing work on the project. If the Contractor sustains any damage through any act or omission of other contractors having a contract with the Owner for the performance of work upon the site or of work which may be necessary to be performed for the proper execution of the work to be performed hereunder, or through any act or omission of a subcontractor of such contractor, the Contractor shall promptly notify the Owner and the Construction Manager of such damage.

- 3. The Contractor agrees to defend and indemnify Owner, Architect, Construction Manager, Consultants and Sub-consultants, from all claims made against any of them arising out of Contractor's acts or omissions or the acts or omissions of any subcontractor of the Contractor which have caused damage to the Owner, Architect, Construction Manager or other contractor(s) on the project. The Owner's right to indemnification hereunder shall in no way be diminished, waived or discharged, or by the exercise of any other remedy provided for by the contract or by law. Further, the Owner shall withhold from an offending contractor's contract sum an amount sufficient to cover such damage and all expenses and costs associated with the damage sustained.
- 4. When the work of the Contractor or its subcontractors overlap or dovetail with that of other Contractors, materials shall be delivered and operations conducted to carry on the work continuously, in an efficient, workmanlike manner.
- 5. In case of interference between the operations of different Contractors, the Construction Manager will be the sole judge of the rights of each Contractor and shall have the authority to decide in what manner the work may proceed, and in all cases its decision shall be final. Any decision as to the method and times of conducting the work or the use of space as required in this paragraph shall not be basis of any claim for delay or damages by the Contractor.
- 6. The Contractor, including its subcontractors, shall keep itself informed of the progress of other contractors and shall notify the Architect or Owner's Representative immediately in writing of lack of progress on the part of other contractors where such delay will interfere with its own operations. Failure of the Contractor to keep informed of the work progressing on the project and failure to give notice of lack of progress by others shall be construed as acceptance by the Contractor of the status of the work as being satisfactory for proper coordination with the Contractor's own work.
- 7. Delays or oversights on the part of any contractor or subcontractor in getting any or all of their work done in the proper way, thereby causing cutting, removing and replacing work already in place, shall not be the basis for a claim for extra compensation.
- 8. If part of the Contractor's work depends for proper execution or results upon construction or operations by the Owner or another contractor, the Contractor shall, prior to proceeding with that portion of its work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or other contractor's completed or partially completed construction is fit and proper to receive the Contractor's work.
- 9. The Contractor shall promptly correct discrepancies or defects in its work which have been identified by other contractors as affecting proper execution and results of the work of such other Contractor.

- O. 1. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities or governmental agencies bearing on performance of the Work. If the Contractor fails to give such notices, it shall be liable for and shall indemnify and hold harmless (a) the Owner, its consultants, employees, officers and agents, and/or (c) the Construction Manager and its consultants, employees, officers and agents against any resulting fines, penalties, judgments, or damages, including reasonable attorney's fees, imposed on or incurred by the parties indemnified hereunder.
- 2. The Contractor shall pay any costs or fees incurred and any fines or penalties imposed as a result of any violation, including any costs or fees incurred by the Owner due to such violation. If the Contractor observes any discrepancies between portions of the Contract Documents, the Contractor shall promptly notify the Architect and Owner in writing, and necessary changes shall be accomplished by appropriate modification to the drawings and/or specifications.
- 3. If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Architect and Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs and shall bear the total cost for correction of same.
- 4. If the Contractor fails to give such notices, it shall be liable for and shall indemnify and hold harmless (1) the Owner, its consultants, employees, officers and agents, (2) the Architect and its consultants, employees, officers and agents, and (3) the Construction Manager, its consultants, employees, officers and agents, against any resulting fines, penalties, judgments, or damages, including reasonable attorney's fees, imposed on or incurred by the parties indemnified hereunder. The Contractor shall pay any costs or fees incurred in such compliance and any fines or penalties imposed for violation thereof and any costs or fees incurred by the Owner due to such violation.
- P. The Contractor recognizes and acknowledges that job meetings will be held at the job site weekly unless otherwise designated by the Owner or the Architect. The Contractor shall have responsible representation at the MANDATORY weekly job meetings held at the Construction Manager's job office. These meetings will be held to arrange for satisfactory coordination of all trades on the project so as not to impede job progress. Contractors or subcontractors failing to attend job meetings shall be responsible for delays and/or expenses incurred due to coordination difficulty.
- Q. The Contractor shall provide copies of its daily construction reports to the Construction Manager's Field Superintendent. These reports shall be submitted no later than 10:00 am the following workday. The daily reports shall provide detailed information concerning the Contractor's activities and operations, including work activities on site and manpower. A "Daily Construction" form is included in these specifications and shall be

used for reporting these activities. In addition, the Contractors are to submit a Two Week Look Ahead schedule for upcoming work. A "Two Week Look Ahead" form is included in these specifications for the Contractor's use.

ARTICLE 4 CONTRACTOR'S USE OF SITE

- A. The Contractor shall confine operations at the site to the areas at which construction is to be performed and to such areas permitted by law, ordinances, permits and as set forth in detail in the project manual and drawings forming a part of its contract with the Owner.
- B. Five (5) days after receipt of the Notice to Proceed, the Contractor shall provide two (2) copies of a videotaped recording of all existing conditions to the Construction Manager. This taping shall provide a record of all existing buildings, grounds, exterior conditions and interior conditions. The Contractor shall schedule a representative of both the Owner and the Construction Manager to be present at this taping. In the absence of this record, the Contractor shall be responsible for paying the costs associated with any and all repairs in an area where the Contractor is working or has worked, as may be deemed necessary by the Owner or the Construction Manager.
- C. The occupied portion of any school building shall always comply with the minimum requirements necessary to maintain a certificate of occupancy.
- D. General Safety and Security Standards for Construction Projects:
 - 1. All construction materials shall be stored in a safe and secure manner.
 - 2. Fences around construction supplies or debris shall be maintained.
- 3. Gates shall always be locked unless a worker is in attendance to prevent unauthorized entry.
- 4. During exterior renovation work, overhead protection shall be provided for any sidewalks or areas immediately beneath the work site or such areas shall be fenced off and provided with warning signs to prevent entry.
- 5. The Contractor shall exert utmost care and diligence when working in or near any existing buildings or sitework. The absence of protection around such items shall not excuse the Contractor from its liability to provide protection. Any damage to existing buildings, sitework or facilities shall be repaired and charged to the Contractor responsible for the damage.
- 6. The Contractor shall be responsible for the removal and replacement of existing ceiling tiles and grid in areas of the existing building where its work is required

and new ceilings are not scheduled for installation. In the event that the existing ceilings are damaged and cannot be replaced to the satisfaction of the Owner, the responsible contractor shall be liable for the costs of replacing in kind, the existing ceilings with new tile and grid.

- 7. All disconnect and/or tie-in work involving any utilities that would interfere with the ongoing operations of the Owner shall be completed after hours when the facility is not in use. The performance of this work shall be projected on all schedules required to be prepared by the Contractor. Additionally, the Contractor shall give the Construction Manager and the Owner at least forty-eight (48) hours advance notice of its intention to perform this type of work. All overtime and standby personnel necessary to complete these tie-ins shall be the responsibility of the Contractor performing the work.
- E. 1. Separation of construction areas from occupied spaces: Construction areas which are under the control of a contractor and therefore not occupied by district staff or students shall be separated from occupied areas. Provisions shall be made to prevent the passage of dust and contaminants into occupied parts of the building. Periodic inspection and repairs of the containment barriers must be made to prevent exposure to dust or contaminants. Gypsum board must be used in exit ways or other areas that require fire rated separation. Heavy duty plastic sheeting may be used only for a vapor, fine dust or air infiltration barrier, and shall not be used to separate occupied spaces from construction areas. Methods of dust and fume control shall include, but not be limited to:
 - a. Adequate ventilation;
 - b. Wetting down;
 - c. Keeping bags of insulating materials, cement, etc., closed.
 - d. Controlled mixing of materials under field conditions;
 - e. Special attention should be utilized in sawing of insulation and certain acoustical materials and storage of materials.
 - f. Job housekeeping must be maintained;
 - g. Advising all personnel of hazardous conditions, including supervisors and workers;

Each contractor is responsible for instituting the above policies to insure minimal impact to surrounding occupied areas.

- 2. A specific stairwell and/or elevator should be assigned for construction worker use during work hours. In general, workers may not use corridors, stairs or elevators designated for students or school staff.
- 3. Large amounts of debris must be removed by using enclosed chutes or a similar sealed system. There shall be no movement of debris through halls of occupied spaces of the building. No material shall be dropped or thrown outside the walls of the building.

- 4. All occupied parts of the building affected by renovation activity shall be cleaned at the close of each workday. School buildings occupied during a construction project shall maintain required health, safety and educational capabilities at all times that classes are in session.
- F. 1. Storage space will be allotted to the Contractor by the Owner, to the extent such space, in the sole discretion of the Owner is available. The Contractor shall be responsible for securing appropriate space for its material with the Construction Manager prior to delivery. If insufficient space is available on the site, the Contractor shall provide local off-site storage, storage containers, etc. at its own cost and expense. Should any of the material stored on-site obstruct the progress of any portion of the work or the project, this material shall be removed by the Contractor without reimbursement of cost, from place to place or from the premises, as the Construction Manager may direct.
- 2. The Contractor shall schedule delivery of materials and equipment to minimize long term storage at the Project, to prevent overcrowding of construction spaces, and to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.
- 3. The Contractor shall deliver materials and equipment to the Project in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting and installation. The Contractor shall inspect materials and equipment upon delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected. The Contractor shall store products to allow for inspection and measurement of quantity or counting of units. The Contractor shall store materials in a manner that will not endanger the Project structure. The Contractor shall store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation. The Contractor shall comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
- 4. The Contractor shall not unreasonably encumber the site with materials or equipment during the performance of its work. Only materials and equipment which are to be used directly in the performance of the Contractor's work shall be brought to and stored on the premises of the School District. After equipment is no longer required for its work, the Contractor shall promptly remove such equipment from the premises of the School District. The Contractor shall be solely responsible for the protection of construction materials and equipment stored on the premises from weather, theft, damage and all other adversity. The Contractor shall at all times provide the proper housekeeping to minimize potential fire hazards, and shall provide approved spark arresters on all steam engines, internal combustion engines and flues.

- 5. A construction entrance will be designated for deliveries. A separate entrance will be established for entering and exiting the site only. All deliveries shall be scheduled and coordinated with the Construction Manager and the Owner's Security department. Unexpected or uncoordinated deliveries may be turned away by the Owner or the Construction Manager at the discretion or necessity of the Owner. The Owner's enforcement of this provision shall not be construed by any contractor or subcontractor as the basis for a claim of delay in time or monetary damages alleged to have been incurred as a result of refusal of delivery.
- 6. The Contractor for General Construction shall provide necessary and required security measures to adequately safeguard the construction site from vandalism and intrusion of unauthorized persons. The Contractor for General Construction shall submit its means and methods of security to the Construction Manager for review and comment. The project site(s) must be secured 24 hours a day, 7 days a week including holidays. The General Construction Contractor's failure to secure the site as required by this paragraph will result in the Owner engaging the services of such necessary personnel so as to provide such security. No notice will be given the Contractor for General Construction of the Owner's intention to engage such security services and all costs and expenses associated with the Owner's security of the site in this regard will be back charged to the Contractor for General Construction. While the Owner may have security guards patrolling the project areas, the function of such security guards is not for the purpose of specifically guarding the Contractor's property or operations of work.
- G. The Contractor's right to entry and use of the School District premises arises solely from the permission granted by the Owner pursuant to the agreement between the Contractor and the Owner. This permission shall be deemed to be withdrawn upon the termination of the Contractor's agreement with the Owner.
- H. 1. The Contractor shall be required to perform its work with no interruption to the School District's operations, including its administrative and business operations. Any work which will interfere with the School District's operations and/or which is to be performed when the School District's facilities are in operation shall be performed on evenings and weekends. Additionally, the Contractor shall conduct its work in compliance with federal, state, county or local ordinances. All costs incurred by the Owner to make the facilities available during evening and weekends shall be borne by the Contractor. The Owner reserves the right to determine what work will "interfere" with its operations and said determination shall be final.
- 2. The Contractor may request access to the site during times beyond the work hours permitted. Approval is solely at the discretion of the Owner. If approval is given, the Contractor is responsible for paying all additional costs incurred by the Owner, Architect and the Construction Manager for providing the site to the Contractor during the additional time periods.

- 3. In the event the Contractor fails to complete all work under this contract by said scheduled dates, the Contractor will not be permitted to perform any work during normal school hours. Such work shall only be performed after school hours, Saturdays, Sundays, holidays or periods when school is unoccupied at no additional cost of any kind to the Owner. In addition to damages incurred by the Owner in connection with the Contractor's delay, the Contractor shall be liable for all costs incurred by the Owner to provide staff, Architect and Construction Manager personnel as required to make facility accessible by Contractor and perform inspections during such off hours.
- 4. The Owner shall not be responsible for any overtime charges incurred by the Contractor during the course of this project. Any and all costs associated with work which is performed at hours requiring the payment of such overtime by the Contractor to its workers shall be the Contractor's responsibility.
- I. Construction and maintenance operations shall not produce noise in excess of 60 dba in occupied spaces or shall be scheduled for times when the building or affected building spaces are not occupies or acoustical abatement measures shall be taken.
- J. The Contractor shall provide all required temporary access walkways, both interior and exterior, and the like necessary to complete its work. The Contractor shall maintain an unobstructed condition at all entrances and/or exits from present buildings. No equipment, other than equipment with rubber tires, will be allowed on any existing or new pavement, UNLESS THE CONTRACTOR HAS OBTAINED THE PRIOR APPROVAL OF THE CONSTRUCTION MANAGER AND THE PAVEMENT HAS BEEN FIRST PROTECTED WITH PLANKING OR BY OTHER MEANS APPROVED BY THE CONSTRUCTION MANAGER.
- K. The Contractor and any entity for whom the Contractor is responsible shall not erect any sign on the premises of the School District without the prior written consent of the Owner, which may be withheld at the sole discretion of the Owner.
- L. 1. Without the prior approval of the Owner, the Contractor shall not permit any workers to use any existing School District facilities, including, without limitation, lavatories, toilets, entrances and parking areas other than those designated by the Owner. Employees, vehicles, and equipment of the Contractor and of all others engaged by the Contractor for the performance of its work shall enter onto the premises of the School District for which construction work is to be performed only at those locations designated or approved by the Construction Manager. The parking for construction personnel shall be limited to the designated trailer park area only. Failure to abide by this rule will result in towing of cars at the expense of the contractor who employs the individual.
- 2. The Contractor shall ensure that its work, at all times, is performed in a manner that affords reasonable access to both vehicles and individuals, to the premises of the School District and all adjacent areas. The Contractors' work shall be performed, to the

fullest extent possible, in such a manner that areas in and around the construction area shall be free from all debris, building materials and equipment likely to cause hazardous conditions, and do not close or obstruct walkways, roadways or other occupied facilities or facilities to be used by the Owner. Without limitation to any other provision of the agreement between the Contractor and the Owner, the Contractor shall use its best efforts to minimize any interference with the occupancy of areas, buildings, entrances, and parking areas in and around the premises at which work is being performed. Free access to fire hydrants and standpipe connections shall be maintained at all times during construction operations, and portable fire extinguishers shall be provided by the Contractor and made conveniently available throughout the construction site.

- 3. The Construction Manager, in conjunction with the Owner and the Architect, shall designate locations at the site at which the Contractor, its subcontractors and employees may utilize in connection with its work. The Contractor's employees and the employees of the Contractor's Subcontractors and others engaged by the Contractor to perform its work are prohibited from trespassing or leaving any vehicle on any property not assigned by the Owner as set aside for the use of the Contractor. The Contractor's employees and the employees of the Contractor's Subcontractors and others engaged by the Contractor to perform its work are prohibited from leaving any vehicle on any property not assigned by the Owner as set aside for the use of the Contractor. The Contractor's employees and the employees of the Contractor's Subcontractors and other engaged by the Contractor to perform its work are restricted to the immediate area at which work is to be performed. Only persons having official business will be admitted to the construction site. **COMMUNICATION BETWEEN** CONTRACTOR, ITS NO THE EMPLOYEES, SUBCONTRACTORS' EMPLOYEES, OR OTHERS ENGAGED BY THE CONTRACTOR FOR THE PERFORMANCE OF ITS WORK AND STUDENTS OR STAFF WILL BE PERMITTED.
- The Contractor, its employees, its Subcontractors and their employees or agents, and all others engaged by the Contractor in connection with the performance of its work are required to wear photographic identification badges at all times. The Contractor shall provide such individuals with said photographic identification badges. These badges shall be worn so as to be readily and easily visible. All workers and representatives of the Contractor, its subcontractors or suppliers shall wear these badges while on school property. The information on these badges shall be as prescribed by the Owner and the Construction Manager. Each person seen without a photo identification badge (or otherwise failing to comply with this requirement in the opinion of the Owner or the Construction Manager) shall be ordered to leave school property. No warnings shall be necessary. The Contractor(s) and their subcontractor(s) employing the offending person(s) shall be solely responsible for making-up and paying for any loss of production or required progress in the Work resulting from this action (including any claims by other Contractors dependent on the work of this Contractor). All parties agree that any action taken to enforce this requirement shall not be construed by any Contractor or its subcontractors or suppliers as the basis for a claim (for either time or money) for delay to the Work or to the Contractor,

its Subcontractors, or Suppliers.

- 5. Without limitation of any other provision of the agreement between the Owner and Contractor, the Contractor shall use its best efforts to comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the premises of the School District. The Contractor shall immediately notify the Owner in writing if during the performance of its work, the Contractor finds compliance with any portion of such rules and regulations to be impracticable, setting forth the problems of such compliance and suggesting alternative through which the same results intended by such portion of the rules and regulations can be achieved. The Owner may, in the Owner's sole discretion, adopt such suggestions, develop new alternatives or require compliance with the existing requirements of the rules and regulations.
- M. No drinking of alcoholic beverages, smoking or use of controlled substances is permitted on the grounds. The Contractor shall insure that none of its or its Subcontractors, its employees, agents, and/or consultants report to the site impaired by alcohol or controlled substances. The Contractor bears the responsibility of determining if its, or its subcontractors, employees are in any way impaired and whether the safety of the public, the employees of other Contractors and their Subcontractors, the Owner, Architect, or Construction Manager are jeopardized. Each contractor shall provide drinking water for its own employees.
- N. The Contractor's employees, representatives, agents and consultants, and all of its Subcontractors' employees, representatives, agents and consultants at the site are to refrain from using indecent language. All doing so will be removed from the site. Artwork or decoration found on vehicles belonging to Contractor or Subcontractor employees parked on or near the school property which contain indecent language or pictures shall either be covered or removed from the location.
- O. The Contractor's employees, representative, agents and consultants, and all of its Subcontractors' employees, representatives, agents and consultants at the site are to wear shirts, long pants and proper footwear.
- P. Each contractor shall keep the premises and surrounding area in which it is working free from accumulation of waste materials or rubbish caused by the performance of all of the work being performed on-site and in the buildings. On a daily basis at the conclusion of work on the project, each contractor shall clean the areas in which it has performed work and shall remove all waste, materials, rubbish, its tools, construction equipment, machinery and surplus materials. Each Contractor shall broom sweep all construction areas in which it has performed worked every day. The Construction Manager shall perform an inspection each afternoon to determine that the work areas of the contractors have been properly cleaned. In the event the work areas are not cleaned, the Construction Manager shall advise the offending contractor to provide cleaning as required herein. If any contractor fails to keep the site safe and clean within four (4) hours of being notified by the Construction

Manager, either verbally or in writing, the Construction Manager will have the cleanup work performed and back charged to the offending contractor without further notification to the Contractor. The cost of such cleaning company, together with the cost of any custodial costs of the School District, at prevailing overtime rates plus 15% will be charged to the offending contractor. Notice to field personnel shall be deemed notice to the Contractor.

- Q. The Contractor shall provide ventilation of enclosed areas during construction as may be required to permit proper curing and drying out and to prevent excessive humidity, moisture and condensation. Ventilation shall be by natural or artificial means as required by conditions involved.
- R. The Contractor shall be responsible for the control of chemical fumes, gases and other contaminates produced by welding, gasoline or diesel engines, roofing, paving, painting, etc. to ensure that they do not enter occupied portions of the building or air intakes.
- S. The Contractor shall be responsible to ensure that activities and materials which result in "off-gassing" of volatile organic compounds such as glues, paints, furniture, carpeting, wall covering, drapery, etc. are scheduled, cured or ventilated in accordance with manufacturers' recommendations before a space can be occupied.
- T. From the commencement to the completion of the Project, the Contractor shall keep the parts of the work and the buildings free from accumulation of water no matter what the source or cause of water.
- U. 1. The General Contractor shall construct temporary partitions where shown on drawings or where otherwise required for safety of the public or to prevent dust from entering occupied areas. Partitions shall be dust-proof from floor to slab or structure above (if existing condition is a drop in tile ceiling, Contractor shall remove tile and install partition to structure above). In addition to framing and sheetrock, the Contractor shall install fire resistant plastic partitions on the work area side of its work. If an access door is required, an alternating 3 layer plastic system shall be used. The door shall be a standard hollow metal door with lockset and closer. Keys shall be distributed to the Owner's other contractors, the Owner and the Architect.
- 2. Where a contractor other than the General Contractor is the only contractor scheduled to perform work in a particular area of the site at any given time, the responsibilities allocated to the General Contractor in subdivision 1 of this paragraph U shall be performed by such other contractor.
- 3. All cutting and welding performed within an occupied building or adjacent to a window or intake vent shall be performed during off hours.
- V. 1. The Contractor shall control the safe handling and storage of all welding

materials, acetylene and oxygen tanks, and other equipment required for welding and cutting work at the job site. Such storage shall be in compliance with OSHA regulations.

- 2. Welding materials and equipment shall be removed promptly from the premises upon completion of the welding and cutting work.
- W. The Contractor shall be responsible for all costs incurred by the Owner caused by false security/fire alarms set off by the Contractor. Costs shall include custodial response charges etc.
- X. The Contractor shall be responsible for broken glass, and at the completion of the Work shall replace such damaged or broken glass. After damaged or broken glass has been replaced, the Contractor shall remove all labels, wash and polish both sides of all glass. In addition to general broom cleaning, the General Contractor shall perform the following final cleaning for all trades at completion of the Work:
 - 1. Remove temporary protections;
 - 2. Remove marks, stains, fingerprints and other soil or dirt from painted, decorated and natural finished woodwork and other Work;
 - 3. Remove spots, plaster, soil and paint from ceramic tile, marble and other finished materials, and wash or wipe clean;
 - 4. Clean fixtures, cabinet work and equipment, removing stains, paint, dirt and dust, and leave same in undamaged, new condition;
 - 5. Clean aluminum in accordance with recommendations of the manufacturer; and
 - 6. Clean all floors thoroughly in accordance with recommendations of the manufacturer.

ARTICLE 5 SUBCONTRACTORS

A. 1. As soon as practicable after receipt of Letter of Intent to Award, Notice to Proceed or other form of official notice of award of the Contract, but not more than ten (10) days after receipt of official notice of award of the Contract, the Contractor shall furnish the Owner and the Architect, in writing, with (1) the name, trade and subcontract amount for each Subcontractor and (2) the names of all persons or entities proposed as manufacturers of the products identified in the Specifications (including those who are to furnish materials or equipment fabricated to a special design) and, where applicable, the name of the installing Subcontractor. Copies of all Subcontractor contracts, fully executed, are to be provided to the Construction Manager, including but not limited to all addenda, appendices, and/or exhibits including scope of work sheets. All such subcontracts shall be submitted to the Construction Manager within ten (10) days of the Owner's award of the contract to the Contractor.

- 2. Upon review of the Contractor's list of Subcontractors, the Architect will advise the Contractor in writing stating whether or not the Owner, the Construction Manager or the Architect, after due investigation, accepts or rejects, any proposed Subcontractor. Subcontractors will not be acceptable unless, when requested by the Architect, evidence is furnished that the proposed subcontractor has satisfactorily completed similar subcontracts as contemplated under this prime contract, and has the necessary experience, personnel, equipment, plant, and financial ability to complete the subcontract in accordance with the intent to the Documents. As verification of financial ability, the Owner reserves the right to request and receive up to five (5) years worth of financial statements, bank references, bond/insurance company references and all other information required to assess financial ability.
- If the Owner, Construction Manager or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner, Construction Manager and Architect have no objection. No increase in the Contract Sum shall be allowed where a sub-contractor is rejected by the Architect, Construction Manager or Owner who is (1) deemed unqualified to perform the particular work subcontracted by the Contractor, (2) does not have the necessary experience, personnel, equipment, plant and financial ability to complete the subcontract, or (3) has a history of poor performance in work of similar nature. Upon receipt of a rejection of a subcontractor by the Owner, Construction Manager or Architect, the Contractor shall have the right to request a meeting with the Architect, Construction Manager and the Owner to discuss the reasons it believes the subcontractor is qualified to perform the work. Upon review of such reasons, the Owner, Construction Manager or Architect shall re-consider its determination and shall advise the Contractor of its determination upon such review. If the Owner, Construction Manager or Architect still finds that such subcontractor does not meet the requirements above-stated, it shall advise the Contractor. The Owner, Construction Manager or Architect's determination upon such review shall be final and binding on the Contractor and its Subcontractor and the Contractor hereby waives any and all claims it or its subcontractor might have against the Owner, the Construction Manager and/or the Architect concerning the rejection of such Contractor and shall require its subcontractors to execute such similar waiver in its agreement with the Contractor.
- 4. The Contractor shall not change a Subcontractor, person or entity previously selected if the Owner, Construction Manager or Architect makes reasonable objection to such change.
- B. By appropriate agreement, the Contractor shall require each Subcontractor to be bound to the Contractor by terms of the Contractor's agreement with the Owner, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by said agreement, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner, Construction Manager and Architect under the Contractor's agreement with the Owner so that subcontracting thereof will not prejudice such rights, and shall allow 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 its agreement with the Owner, has against the Owner. However, the Subcontract agreement between the Contractor and Subcontractor shall not provide, nor shall this Agreement be deemed to provide any rights, remedies or redress by the Subcontractor(s) against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors.

- C. The Contractor shall promptly notify the Owner, Construction Manager and Architect of any material defaults by any Subcontractors and/or whether it has terminated its agreement with any of its subcontractors for any reason.
- D. The Contractor hereby assigns all of its rights in its agreements with its Subcontractor(s) and hereby does assign, transfer and set over to the Owner all of its rights and/or interests in its agreements with its Subcontractor(s), but only in the event of termination of the Contractor's agreement with the Owner pursuant to Article 17, paragraph A of these General Conditions of the Contract for Construction and only to the extent the Owner implements its rights to take such assignment of contract by notifying the Subcontractor in writing of its intention to do so. Such an assignment is subject to the prior rights of the surety, if any, obligated to the Owner pursuant to a performance bond submitted in connection with the Contractor's work.
- E. If the Work in connection with a subcontract has been suspended for more than ninety (90) days after termination of the Contract by the Owner and the Owner accepts assignment of such subcontract, the Subcontractor's compensation shall not be adjusted for any increase in direct costs incurred by such Subcontractor as a result of the suspension.
- F. It shall be the Contractor's responsibility, when sub-contracting any portion of his work, to arrange or group items of work under particular trades to conform with then prevailing customs of the trade, regardless of the particular Divisions and Sections of the Specifications in which the work is described.
- G. All subcontracts must be in writing.

ARTICLE 6 CONTRACTOR'S USE OF DRAWINGS/SPECIFICATIONS

- A. The Agreement between the Owner and Contractor, and all documents incorporated therein by reference, including but not limited to, the drawings and project manual shall be signed by the Contractor and the Owner.
- B. The intent of the agreement between the Owner and the Contractor is to include all items necessary for the proper execution and completion of the work to be performed by the Contractor. The documents comprising the agreement between the Contractor and the Owner are complementary, and what is required by one shall be as binding as if required by all.

- C. 1. In the event of inconsistencies within or between parts of the agreement between the Contractor and the Owner or between the agreement between the Contractor and the Owner and applicable standards, codes and ordinances, the Contractor shall (a) provide the better quality or greater quantity of Work or (b) comply with the more stringent requirement; either or both in accordance with the Architect's interpretation.
- 2. On the Drawings, given dimensions shall take precedence over scaled measurements and large scale drawings over small scale drawings.
- 3. Before ordering any materials or performing any of its work, the Contractor and each Subcontractor shall verify measurements at the Project site and shall be responsible for the correctness of such measurements. No extra charge or compensation will be allowed on account of differences between actual dimensions and the dimensions indicated on the Drawings. Any difference which may be found shall be submitted to the Architect for resolution before proceeding with the performance of the work.
- 4. If a minor change in the Work is found necessary due to actual field conditions, the Contractor shall submit detailed drawings of such departure for the approval by the Architect before making the change.
- 5. Drawings, in general, are made to scale, but all working dimensions shall be taken from the figured dimensions or by actual measurements at the job and in no case by scaling. The Contractor shall study and compare all Drawings and verify all figures before laying out or constructing the work and shall be responsible for any and all errors in his work which might have been avoided thereby. Whether or not an error is believed to exist, deviation from the Drawings and the dimensions given thereon shall be made only after approval in writing is obtained from the Architect.
- 6. In the event addendum (a) are issued and contain changes to the Drawings and/or Specifications, the provisions in the addendum (a) supersede previously issued Drawings and/or Specifications.
- D. Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control Contractor in dividing the work among Subcontractor or in establishing the extent of Work to be performed by any trade.
- E. Unless otherwise stated in the agreement, words and abbreviations which have well-known technical or construction industry meanings are used in the agreements in accordance with such recognized meanings.
- F. The Contractor, and all Subcontractors, shall refer to all of the Drawings, including those showing the work of others performing work in connection with the project,

including but not limited to the General Contractor (if any), the Plumbing Contractor, the Heating, Ventilation, Air Conditioning Contractor, Electrical Contractor and other specialized trades, and to all of the Divisions of the Project Manual, and shall perform all work reasonably inferable therefrom as being necessary to produce the indicated results.

- G. All indications or notations on the drawings which apply to one of a number of similar situations, materials or processes shall be deemed to apply to all such situations, materials or processes wherever they appear in the Work, except where a contrary result is clearly indicated by the drawings or project manual. All work mentioned or indicated in the drawings or project manual shall be performed by the Contractor unless it is specifically indicated therein that the work is to be performed by others.
- H. The Drawings, Specifications and other documents prepared by the Architect are instruments of the Architect's service through which the Contractor's work is to be performed. The Contractor may retain one contract record set during the course of the project. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect, and unless otherwise indicated the Architect shall be deemed the author of them and will retain all common law, statutory and other reserved rights, in addition to the copyright. All copies of them, except the Contractor's record set, shall be returned or suitably accounted for to the Architect, on request, upon completion of the Work.
- I. The Drawings, Specifications and other documents prepared by the Architect, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects without the specific written consent of the Owner and Architect. The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect appropriate to and for use in the performance of its work pursuant to its agreement with the Owner. All copies made under this license shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's copyright or other reserved rights.
- J. The Owner shall furnish surveys describing physical characteristics of the site, upon written request of the Contractor and to the extent such survey is in existence at the time of said request, legal limitations and utility locations for the project sites. Nothing herein shall be construed as requiring the Owner to generate any document which it does not possess at the time of the request by the Contractor. In the event that the survey provided does not clearly delineate the metes and bounds of the Owner's property, the Contractor shall stop work and immediately notify the Architect, Construction Manager and the Owner. The

Contractor shall NOT proceed with its work until it receives written permission from the Construction Manager and/or the Architect. The Contractor shall be fully responsible for all costs arising from non-compliance with this provision. Any delays associated with this provision shall not serve as a basis for a claim by the Contractor.

- K. From the basic data established by the Owner, the General Contractor shall establish reference control points and complete the layout of the work. Each Contractor is responsible for utility markouts as it pertains to the scope of their work and maintain markout during work. Sketch of layout with reference points to be given to Construction Manager and Architect at the time of markout.
- L. The Contractor shall be responsible for all measurements that may be required for execution of the work to the exact position and elevation as prescribed in the specifications, shown on the drawings, or as the same may be modified at the direction of the Architect to meet changed conditions.
- M. The General Contractor shall be responsible for the establishment of points, wall and partition lines required by the various Prime Contractors and subcontractors in laying out their work.
- N. Each Contractor shall furnish such stakes and other required equipment, tools and materials, and all labor as may be required in laying out any part of the work from the base lines and bench marks established by the Owner.
- O. 1. The General Construction Contractor shall establish a baseline and benchmark system for each building addition, area of renovation or component using the services of a licensed professional surveyor. The surveyor(s) employed to establish this system or to extend and maintain an existing benchmark system for the work of other trades shall have not less than five years experience in performing construction surveys similar to the work they will perform for this project. The remaining Contractors and their respective subcontractors shall be responsible for extending these lines, levels and grades, and for performing all layout for their own work. The Contractor is solely responsible for any damage or loss due to incorrect extension of lines, level or grades in their layout. The Contractor and its subcontractors shall be responsible for the accuracy with respect to the layout of their work. Any discrepancies or errors in the drawings, perceived by another contractor or subcontractor shall be immediately reported to the Construction Manager. If any corrections are necessary, they shall be executed in accordance with the terms and provisions of these General Conditions.
- 2. The Contractor and its subcontractors shall be responsible to offset or to protect their markings from anything that may disturb them.
- 3. Every contractor shall work off the lines and elevations established and maintained as the baseline and benchmark system.

- 4. Each Contractor is responsible for the accuracy of his own work.
- P. The Architect may require that construction work be suspended at any time when location and limit marks established by the Contractor are not reasonably adequate to permit checking completed work or the work in progress.
- Q. Except for the basic building permit, the Contractor shall be responsible for securing and maintaining for the life of the project: all permits, P.E. Licenses, connection fees, inspections, etc. applicable to, or customarily secured for the work. This provision includes any permits to be issued in the name of the Contractor required for the work. Originals of all permits are to be issued in the name of the Contractor as required for the work. The Contractor shall furnish the Construction Manager with original copies of all permits prior to the commencement of the work, and shall prominently display a copy of all permits at a location approved by the Construction Manager.
- R. The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Architect at once.
- S. The exactness of grades, elevations, dimensions, or locations given on any Drawings issued by the Architect, or the work installed by other contracts, is not guaranteed by the Architect or the Owner. The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions, utilities and locations. In all cases of interconnection of its Work with existing or other work, it shall verify at the site all dimensions relating to such existing or other work. Any errors due to the Contractor's failure to so verify all such grades, elevations, locations or dimensions shall be promptly rectified by the Contractor without any additional cost to the Owner.
- T. 1. The Contractor shall give the Architect timely notice of any additional design drawings, specifications, or instructions required to define its work in greater detail, or to permit the proper progress of its work. To the extent the Architect advises the Contractor that the existing design drawings, specifications and/or instructions given are sufficiently detailed for the Contractor to perform its work, the Architect shall be under no obligation to further clarify or define the work to be performed. In all other circumstances, the Architect shall issue a field order which responds to the request for information.
- 2. Requests for Information (RFIs) are for requests on clarifications or questions on contract drawings and specifications, not contract terms, scheduling items, or general correspondence, nor, as a means to describe or request approval of alternate construction means, methods or concepts or substitution or materials, systems means and methods. The Contractor shall fill all RFIs out in accordance with the provisions of the Project Manual. Neither the Architect nor the Construction Manager shall fill said forms out on the

Contractor's behalf.

- U. The Contractor shall, prior to the start of any portion of the Work:
 - 1. review any specified construction or installation procedures, including those as may be recommended by the proposed manufacturer.
 - 2. advise the Architect if the specified procedure(s) deviates from good construction practice.
 - 3. advise the Architect if following said procedure(s) will affect any warranty, including the contractor's general warranty.
 - 4. advise the Architect of any objections the Contractor may have to the specified procedure(s).
 - 5. propose any alternative procedure(s) which the Contractor will warrant.
- V. 1. To the fullest extent possible, the Contractor shall provide products of the same kind, from a single source. When two or more items of same material or equipment are required (pumps, valves, air conditioning units, etc.), they shall be of the same manufacturer. Product manufacturer uniformity does not apply to raw materials, bulk materials, pipe, tube, fittings (except flanged and grooved types), sheet metal, wire, steel bar stock, welding rods, solder, fasteners, motors for dissimilar equipment units, and similar items used in the work, except as otherwise indicated. The Contractor shall provide products which are compatible within systems and other connected items. If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.
- 2. The Contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.
- 3. With respect to sitework materials, all products submitted for use and incorporated into this project shall be on the Approved List of Materials and Equipment published by the NYSDOT Materials Bureau, most recent edition.
- 4. All products submitted for use and incorporated into this project shall be asbestos free.

- W. <u>Equivalents</u>. In the Specifications, one or more kinds, types, brands, or manufacturers or materials are regarded as the required standard of quality and are presumed to be equal. The Contractor may select one of these items or, if the contractor desires to use any kind type, brand, or manufacturer or material other than those named in the specifications, they shall indicate in writing, and prior to award of contract, what kind, type, brand or manufacturer is included in the base bid for the specified item. The Contractor shall follow the submission requirements for substitutions as set forth in Article 6.X below.
- X. 1. <u>Substitutions</u>. If the Contractor desires to substitute any kind, type, brand, or manufacturer of material other than those named in the Specifications, the Contractor shall request in writing that it be permitted to make a substitution for the specified manufacturer or materials and shall indicate the following:
 - a. For which specified material or equipment the request for substitution is being made;
 - b. What kind, type, brand, or manufacturer is sought to be substituted for the specified items;
 - Written documentation evidencing that the substituted material or equipment meets or exceeds the specifications for materials and/or equipment set forth in the project manual. Such documentation shall include, but not limited to, a full explanation of the proposed substitution, together with a submittal of all supporting data including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, significant qualities of proposed substitution (e.g. performance, weight, size, durability and visual effects), and other like information necessary for a complete evaluation of the substitution. Additionally, the Contractor shall provide material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated. All such data shall be provided to the Architect and Owner at the Contractor's sole expense. The Contractor's written explanation shall also include a list of reasons the substitution is advantageous and necessary, including the benefits to the Owner and the project in the event the substitution is acceptable. Additionally, the Contractor shall submit to the Architect information describing in specific detail how the proposed substituted product differs from the quality and performance required by the base specifications, and such other information as may be required by the Owner or the Architect.
 - d. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.

- e. Samples, where applicable or requested.
- f. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
- 2. By making said requests in conformance with procedures established herein and elsewhere in the Project Manual, the Contractor:
 - a. Represents that a representative of it has personally investigated the proposed substitute product and has determined that it is equal to or superior in all respects to that specified.
 - b. Represents that the warranty for the substitution will be the same, or greater than, that applicable to the specified product.
 - c. Certifies that the cost data is complete and includes all related costs under this contract, including professional services necessary and/or required for the architect and engineers to implement said substitution and waives any and all claims for additional costs related to the substitution which subsequently become apparent.
 - d. Represents that it will coordinate the installation of the accepted substitute, making all such changes to the drawings effected by the change, including but not limited to the electrical, plumbing, site work and heating and ventilating specifications as may be required for the work to be complete in all respects.
 - e. An affidavit stating that (1) the proposed substitution conforms and meets all the requirements of the pertinent Specifications and the requirements shown on the Drawings and (2) the Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Architect; and the proposed substitution will have no effect on the construction schedule.
- 3. Proposals for substitutions shall be submitted in triplicate to the Architect in sufficient time to allow the Architect no less than fourteen (14) working days of award of contract for review.

- 4. No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated hereinbefore.
- 5. All proposed substitutions shall be submitted to the Architect within fourteen (14) working days of the award of the contract to the Contractor. (This provision 6(X)(5) shall not apply to equivalents.)
- Y. 1. Submittal of shop drawings, product data, material safety data sheets, samples or similar submittals shall be in accordance with the provisions of the project manual.
- 2. The Contractor represents and warrants that all shop drawings have been prepared by persons and entities possessing expertise and experience in the trade for which the shop drawing is prepared and, if required by the Architect or applicable law, by a licensed engineer, job specific, reviewed by Contractor and stamped by the Contractor.
- 3. If the Contractor elects to perform its work without approvals, such work shall be at the Contractor's own risk and expense.
- 4. By approving and submitting shop drawings, product data, samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto and has checked and coordinated the information contained within such submittals with the requirements of its work.
- 5. The Contractor shall not be relieved of responsibility for deviations from requirements of its work by the Architect's approval of shop drawings, product data, samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and the Architect has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors and/or omissions in the shop drawings, product data, samples or other of its submittals to the Architect, by the Architect's approval thereof.
- 6. The Architect shall review, approve, reject or take other appropriate action respecting submittals made by the Contractor as set forth in the Project Manual. The Architect shall check for conformance with information given in the drawings and project manual and the design concept expressed in the agreement between the Owner and the Contractor. 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 designed by the Contractor, all of which remain the responsibility of the Contractor. Further, the Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of 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. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

- 7. Upon the Architect's rejection of the Contractor's shop drawings, product data, samples and/or other documentation submitted by the Contractor to the Architect, the Contractor shall review the rejection and re-submit such shop drawing, product data, sample and or other document in accordance with the Architect's instruction. The Contractor shall direct the Architect's specific attention in writing or on re-submitted shop drawings, product data, samples, or similar submittals, to revision which have been made, including revisions not specifically requested by the Architect. Resubmission of rejected documents shall be performed within ten (10) calendar days. No claim for delay or cost shall be accepted as a result of rejected documents.
- 8. When professional certification of performance criteria of materials, systems or equipment is required of the Contractor, the Architect shall be entitled to rely in a reasonable and professional fashion upon the accuracy and completeness of such calculations and certifications provided, however, if the Architect, in its reasonable and professional judgment considers it advisable, the Architect shall verify the accuracy and completeness of any and all such calculations and/or certifications. In the event any and all such calculations and/or certifications are found to be inaccurate and/or incomplete by the Architect, the Contractor shall assume full responsibility and bear all costs attributable or related thereto, including, without limitation, the expense of the Architect's additional services associated with the verification of such calculations and/or certifications and the expense of the Architect's additional service made necessary by the failure of such calculations and/or certifications to be accurate or complete.
- 9. If the Architect is required to review the Contractor's submittal more than twice, the Contractor shall bear the cost and expense associated with such additional review as set forth in the Project Manual.
- Z. The Architect will interpret and decide matters concerning performance under and requirements of the drawings and/or technical specifications on written request of the Contractor. Such interpretations may, at the Architect's option, be issued in the form of additional drawings or instructions indicating in greater detail the construction or design of the various parts of the Contractor's work. Such drawings or instructions may be forwarded by the Architect to the Contractor by field order, construction change directive or other notice to the Contractor. The Contractor shall execute the work for which it requested an interpretation in accordance with such additional drawings or instructions

without additional cost or extension of its contract time. After a decision has been rendered by the Architect on a matter for which the Contractor sought the Architect's interpretation of the drawings and/or technical specifications, the Contractor shall proceed with the work as directed by the Architect. Failure to proceed with the work in accordance with the Architect's interpretation may be used as a basis for termination of the Contractor's contract pursuant to Article 17 of these General Conditions.

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

BB. The Contractor shall maintain at the site, and shall make available to the Owner, Construction Manager and Architect, one record copy of the Drawings (the "Record Drawings") in good order. The Record Drawings shall be prepared and updated during the prosecution of the Contractor's work. The prints for Record Drawing use will be a set of black line prints provided by the Architect to the Contractor at the start of construction. The Contractor shall maintain said set in good condition and shall use colored pencils to mark up said set with "record information" in a legible manner to show: (i) deviations from the Drawings made during construction; (ii) details in the work not previously shown; (iii) changes to existing conditions or existing conditions found to differ from those shown on any existing drawings; (iv) the actual installed position of equipment, piping, conduits, light switches, electric fixtures, circuiting, ducts, dampers, access panels, control valves, drains, openings, and stub-outs, etc.; (v) architectural and/or structural changes in the design; and (vi) such other information as either Owner or Architect may reasonably request. At the completion of the work, Contractor shall transfer all information on record drawings to reproducible drawings with new information clouded and noted. Such drawings shall be stamped with the Contractor's name and "AS-BUILT" in the lower right hand corner. The colored record drawing and the as-built reproducible drawing shall be forwarded to the Construction Manager for delivery to the Owner. Final payment and any retainage shall not be due and owing to Contractor until the Record and/or As Built drawings receive the approval from the Architect and the Owner (and all other closeout requirements are met).

CC. The Contractor shall maintain all approved permit drawings in a manner so as to make them accessible to government inspectors and other authorized agencies. All approved drawings shall be wrapped, marked and delivered to the Owner within sixty (60) days of final completion of the Contractor's work.

DD. Each Prime Contractor shall be furnished, free of charge, 3 copies of the Contract Documents and Project Manuals, including all Addenda. Any and all additional copies will be furnished to the Contractor at the cost of reproduction, postage and handling.

ARTICLE 7 CONTRACTOR'S SAFETY/SECURITY PROGRAM

- 1. The Contractor shall be responsible for initiating, maintaining and supervising all A. safety precautions and programs in connection with the performance of its work. Prior to beginning any work, the contractor shall submit a copy of its corporate safety plan to the Owner and the Construction Manager. Two (2) weeks after receipt of the Notice to Proceed, the Contractor shall provide a Site Safety/Logistics Plan to the Construction Manager. The Site Safety/Logistics Plan should minimally include locations of the eightfoot high temporary fence and gates, traffic plans for deliveries and removals, refuse container locations, crane locations, pick locations, boom radium, and lift locations, stockpiles, toilet locations, site water and power locations, and safety. This plan shall also show the location of all staging and storage areas, clearly separating construction and school areas. The logistical information represented by the construction documents shall serve as a minimal guide. Each contractor is required to submit their corporate safety policy within ten (10) days of receipt of the Notice to Proceed. Said policy must minimally meet OSHA standards and define details concerning the maintenance of a safe work environment. The Contractor shall make the participation of its subcontractors in its safety program mandatory. A list of key personnel, with addresses and telephone numbers for emergency purposes shall be forwarded to the Construction Manager and Architect. The Owner and the Construction Manager shall establish a fire coordination procedure and shall forward same to the Contractor for its use during the performance of its work.
- 2. Effective July 1, 2008, all laborers, workers, and mechanics employed in the performance of the work of this Project shall be certified as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration that is at least ten (10) hours in duration.

The Contractor and its subcontractors shall conduct their operation in accordance with the Safety Guides for Construction as issued by the SED, and, the Contractors' Safety Program.

3. All safety equipment including hard hats and weather protective gear required for the Contractor to perform its work are to be supplied by the Contractor and/or its subcontractors. Within the designated construction areas, the Contractor's employees, superintendents, and/or other agents, and its subcontractors, employees, superintendents, and/or other agents are required to wear hard hats and other required and/or essential safety equipment. Each person seen without a hard hat, or otherwise failing to comply with this requirement, will be ordered to leave the project. No prior warnings will be given by the Owner or Construction Manager and Architect. The Contractor and its subcontractors

shall be solely responsible for making up and paying for any loss of production or required progress resulting from the removal of personnel from the project as set forth herein including any costs incurred by the Owner in connection with the work of other contractors.

- 4. The Contractor and its subcontractors shall provide blankets and auxiliary fire protection as part of its construction safety program to prevent damage to adjacent work or materials as a result of its welding or burning operations. Additionally, as part of its construction safety program, the Contractor and its subcontractors shall provide a fire watch, with a fire extinguisher, which is acceptable to the Owner and the Construction Manager.
- 5. The Construction Manager and/or Owner reserve the right to have all operating equipment periodically inspected by an independent inspector whose finding will be binding. The Prime Contractor, at its own expense, must make corrections within two (2) working days of receiving a written report.
- 6. All flagmen required for deliveries to the site are to be furnished by the Contractor or its Subcontractors responsible for the delivery. Any and all deliveries crossing the site or student traffic areas shall be escorted by flagmen. All flagmen shall wear orange vests.
- В. The Contractor shall schedule weekly safety meetings and each of its subcontractors must be properly represented at such meetings. The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. The Contractor shall notify the Construction Manager in writing its "OSHA Competent Person Regarding Safety". Said person must be an individual capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Construction Manager and Architect. The Contractor shall take all necessary steps to prevent its employees from disturbing and/or damaging the facility and shall be responsible for preventing the escape of fires set in connection with the construction. The Contractor shall notify its employees and subcontractors of the location of the nearest fire alarm box at all locations where the work is in progress. On a weekly basis, the Contractor shall submit to the Construction Manager and Architect minutes of its safety meetings, which minutes shall include a list of the individuals present at such meetings.
- C. The Contractor and each of its subcontractors shall conduct its/their operation in accordance with all applicable laws, regulations and order of local, state and federal governments. The Contractor agrees, in order that the work will be completed with the greatest degree of safety to conform to the requirements of the Occupational Safety and Health Act of 1970 (OSHA) and the Construction Safety Act of 1969, including all standards

and regulations that have been since or shall be promulgated by the governmental authorities which administer such acts.

- D. The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
- E. The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for surety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.
- F. The Contractor shall take reasonable precautions for the safety and protection of employees at the project site and other person who may be affected by its work, including but not limited to students, staff, employees and agents of the Owner, the Construction Manager and the Architect.
- G. The Contractor shall protect and secure its work and the materials and/or equipment to be utilized in connection with its work, whether stored on or off the site and whether in its care, custody and control or that of its Subcontractors, subcontractors to its subcontractors, or material suppliers.
- H. The Contractor shall take all steps necessary to protect all property at or adjacent to the site, including but not limited to trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- I. All delivery vehicles/trucks/machinery/etc. permitted on the site must be equipped with back-up alarms and enter through the designated access points. The Contractor's failure to demonstrate this ability will result in cancellation of delivery or stoppage of work. All delays associated with this cancellation will be the responsibility of the contractor responsible for the work involved.
- J. All crane picks, materials delivery, etc. must be coordinated so as not to lift over any occupied area of the building. If absolutely necessary, this work shall be done on off hours to insure the safety of the building occupants. Crane location must approved by the Construction Manager to insure the safety of building occupants.
- K. The Owner or Construction Manager reserves the right to have all hoisting equipment periodically inspected by an independent inspector whose findings will be binding. The Contractor, at its own expense, must make corrections cited by the inspector before continuing work. The Owner or Construction Manager will not assume any responsibility for the safe operation of any hoisting equipment by exercising this right. The Contractor and/or its subcontractor(s) shall cooperate with the inspector by allowing time

for the inspection. The Contractor shall be notified twenty four (24) hours prior to the time of the inspection. These inspections do not release the Contractor if its responsibility to provide all engineering, permits and inspections as required by OSHA or the New York State Education Department prior to use of any hoisting equipment.

- L. The Construction Manager, the Owner, and/or the Architect will not assume any responsibility for the safe operation of any cranes or equipment by exercising this right. The Contractor and its subcontractors shall cooperate with the inspector by allowing time for inspection. The Contractor will be notified 24 hours prior to the time of the actual inspection. The Contractor is obligated to perform all engineering, obtain permits, and to have all hoisting equipment inspected as required by OSHA, Village, Town, County, State, and Federal regulations as well as any other agency having jurisdiction. Copies of all inspection reports and certificates must be transmitted to Construction Manager as soon as possible.
- M. The Contractor shall use the entrances designated on the site logistic plans and drawings for personal vehicles, trucks, equipment, deliveries and the like.
- N. All interior temporary partitions and emergency egress barriers (if required) are to be installed on an after hours basis (weekends/school holidays).
- O. 1. When use or storage of hazardous materials or equipment or unusual construction methods are necessary to perform its Work, the Contractor shall obtain the Owner and the Construction Manager's consent for the use of such materials, equipment or unusual construction methods. In the event the Owner determines that the use of such hazardous material or equipment or unusual construction methods can be performed by the Contractor with alternative means, methods and/or techniques, the Contractor shall employ such alternate means of prosecuting its work at no additional cost to the Owner.
- 2. In the event the Owner approves the use or storage of such hazardous materials, equipment or unusual construction methods, the Contractor shall provide for the Owner's and the Construction Manager's use a full set of safety instructions relating to all such materials. Additionally, when the Owner and/or the Construction Manager reviews the use of storage of such hazardous materials, equipment and or unusual construction methods, the Contractor shall exercise the highest degree of care and carry on such activities under supervision of properly qualified personnel.
- 3. Transportation, storage, and use of explosives shall be in strict accordance with all local, state and federal regulations, statutes, and requirements. All safety precautions as set forth in the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc. shall be observed.
- 4. The Contractor is responsible for its own storage and personnel trailers at the site. The Contractor will be required to supply man trailers and storage box trailers as

required. All costs related to delivery, construction, protection, power, etc. for said trailers is the responsibility of the contractor utilizing the space. The Owner WILL NOT PROVIDE STORAGE SPACE. The placement of personnel and/or storage trailer will be strictly limited to pre-determined locations. The Contractor shall obtain the written approval of the placement of any trailer or storage box from the Construction Manager.

- P. During construction, the General Contractor shall be responsible for maintaining a watertight structure. This shall include additions and existing buildings. The contractor shall be responsible for temporary roofing, tarps and other protection at roofs, cavity walls, etc. Should the contractor fail to provide adequate protection, causing flooding, damage or other disturbance to the existing building, contractor shall be responsible for all costs associated with clean up and repairs. Inasmuch as flooding and damage have safety implications to the general public, clean up and repairs may be made by the Owner without warning to the Contractor. Administration costs incurred by the Owner and Architect will also be back charged to the Contractor. The Contractor, by entering into contract with the Owner agrees to be liable for these costs.
- Q. When all or a portion of the Contractor's work is suspended for any reason, the Contractor shall securely fasten down all coverings and protect the work, as necessary, from injury by any cause.
- R. 1. The Contractor shall promptly remedy damage and loss to all property of the Owner, or adjacent to the Owner's property (other than damage or loss covered by insurance) caused in whole or in part by the Contractor, a Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor.
- S. Title to all completed or partially completed work at the job site, and to all materials delivered to and stored at said job site which are intended to become a part of the completed work covered by the agreement between the Contractor and the Owner, shall be in the name of the Owner. Notwithstanding the foregoing, and prior to acceptance of the completed work by the Owner, the Contractor shall be liable for all loss of or damage to said completed work, partially completed work, materials furnished by the Contractor, and/or materials or equipment furnished by others, the custody of which has been given to the Contractor, arising from any cause other than those against which the Owner herein undertakes to carry insurance. In the event of loss or damage from cause other than those against which the Owner undertakes to carry insurance, the Contractor shall replace or repair the said work or materials at his own cost and expense, to the complete satisfaction of the Owner, the Construction Manager and the Architect.

- T. The Contractor shall promptly report in writing to the Owner, the Architect and the Construction Manager all accidents arising out of or in connection with the Work which cause death, person injury, or property damage, giving full details and statements or any witnesses. In addition, if death, serious personal injuries, or serious property damages are caused, the accident shall be reported immediately by telephone or messenger to the Owner, Construction Manager and the Architect.
- U. 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.
- V. Any and all fines or citations levied against the Owner, Architect, or Construction Manager due to the failure of the Contractor to comply with regulations of any governing authority, shall be paid for by the Contractor. This shall include any interest or late charges which accrue due to the Contractor's failure to remit payment upon receipt of such levies.
- W. The Contractor shall indemnify and hold harmless the Owner, Construction Manager and Architect from any and all claims, damages, losses, suits, obligations, fines, penalties, costs, charges and expenses which may be imposed upon or incurred by or asserted against any of them by reason of any act or omission of such Contractor or any subcontractor or any person or firm directly or indirectly or indirectly employed by such Contractor, with respect to violations of OSHA requirements, rules and/or regulations.
- X. The Contractor acknowledges that the Labor Law of the State of New York, and regulations adopted thereunder, place upon both the Owner and Contractor certain duties and that liability for failure to comply therewith is imposed on both the Owner and Contractor regardless of their respective fault. The Contractor hereby agrees that, as between the Owner and the Contractor, and to the extent permitted by law, the Contractor is solely responsible for compliance with all such laws and regulations imposed for the protection of persons performing the Contract.
- Y. The Contractor shall indemnify and hold harmless the Owner, Architect, and Construction Manager, of and from any and all liability for violation of such laws and regulations and shall defend any claims or actions which may be brought against the Owner as the result thereof. In the event that the Contractor shall fail to refuse to defend any such action, the Contractor shall be liable to the Owner for all costs of the Owner, Architect or Construction Manager in defending such claim or action and all costs of the Owner, including attorney's fees, in recovering such defense costs from the Contractor.
- Z. The Contractor and its subcontractors shall indemnify and hold harmless the Owner, Construction Manager and Architect from any and all claims, damages, losses, suits, obligations, fines, penalties, costs, charges and expenses which may be imposed upon or incurred by or asserted against any of them by reason of any act or omission of such Contractor or any subcontractor or any person or firm directly or indirectly employed by such Contractor, for the act and/or omissions of any Contractor or Subcontractor that resulted in an incident and/or accident causing personal injury and/or property damage.

ARTICLE 8 CHANGES IN THE WORK

- A. Without invalidating the agreement between the Owner and the Contractor, and without notice to the Contractor's surety, the Owner may, at any time or from time to time, order additions, deletions or revisions in the Contractor's work. Such additions, deletions or revisions will be authorized by field order, change order, or construction change directive.
- B. Field Orders are an interpretation of the contract drawings and/or specifications which order minor changes in the Contractor's work which will not result in an increase or decrease in the Contractor's total contract sum. From time to time, the Architect may issue field orders to the Contractor. The work included in such field order shall be performed by the Contractor at no additional cost to the Owner and shall not form the basis for a claim for an extension of time of the Contractor's time to complete its work. Hence, the Contractor shall perform the work included in field orders so as to cause no delay to its work and/or the work of other contractors engaged by the Owner in connection with the project. All field orders shall be given to the Contractor and the Construction Manager by the Architect in writing.
- C. 1. When the Owner or Architect in association with the Construction Manager request that the Contractor perform work which is not included in the contract drawings or specifications and which will result in additional cost to the Owner, the Architect shall request that the Contractor submit its proposal for performing such additional work. The Contractor shall submit its proposal to the Construction Manager and Architect for review. The Contractor's proposal shall include a complete itemization of the costs associated with performing its work including labor and materials. All proposals for any work that a Contractor, its subcontractor(s) or subcontractor(s) of subcontractor(s) perform in connection with additional work shall be submitted using the following format and in no event shall the total for overhead and profit on any change order exceed fifteen percent (15%) of the cost of the work.

| 1. | Materials (Itemized Breakdown) including quantities | |
|----|---|--|
| | and cost | |
| 2. | Labor (Itemized Breakdown) | |
| 3. | Subtotal (Add lines 1 and 2) | |
| 4. | Credit for work not required due to additional or | |
| | changes to the work reflected in the within change | |
| | order (if any) | |
| 5. | Overhead (10% x line 3) | |
| 6. | Subtotal (Add lines 3 through 5) | |
| 7. | Sub-Contract Work (include itemized breakdown. | |

| | Sub-Contractor(s) overhead and profit allowed is 10% | |
|-----|--|--|
| 8. | Subtotal (Add lines 6 and 7) | |
| 9. | Profit (5% x line 8) | |
| 10. | Subtotal (add lines 8 and 9) | |
| 11. | Rental Value of Equipment (Itemized Breakdown) | |
| 12. | Actual additional charges for bonds | |
| 13. | TOTAL CHANGE ORDER (Add lines 10, 11 and 12) | |

2. All proposals submitted by the Contractor without the itemization indicated herein will be returned to the Contractor for re-submission by the Contractor. For any work performed by the Contractor's <u>own forces</u>, fifteen percent (15%) for overhead and profit will be allowed for labor and material related costs. Costs to which overhead is to be applied shall be limited to cost of labor and materials including the cost of delivery. <u>Under no circumstances shall any change order proposal exceed fifteen percent (15%) of the cost of overhead and profit.</u>

The Contractor shall not be entitled to recover overhead and profit on the rental value of equipment and machinery. "Equipment and machinery" shall not include (1) tools customarily used by the contractor's trade, including but not limited to hand tools, and/or (2) equipment and machinery already on site and being utilized by the Contractor for the original scope of work.

The Contractor shall submit with its change order proposals actual invoices from its insurance broker reflecting actual additional costs associated with the procurement of bonds.

- 3. The Contractor's subcontractor's proposal for any work it is to perform in connection with the additional work shall <u>only</u> include ten percent (10%) for the subcontractor's overhead and profit including sub-subcontracted work. The Contractor is entitled to five percent (5%) on work performed by its subcontractor in accordance with paragraph C (1) of this Article 8. Costs to which overhead is to be applied shall be limited to cost of labor and materials including the cost of delivery. Under no circumstances shall the Contractor or the Contractor's subcontractor(s) be entitled to be reimbursed for overtime, except when specifically approved by the Owner in writing and not as an Extraordinary Measure as set forth in Article 13, and in such event the Contractor shall be paid for by the Owner on the basis of premium payment.
- 4. Notwithstanding the foregoing, work which is performed pursuant to an allowance included in the Contractor's base contract, the provisions of Article 9, paragraph B, concerning itemization of such work shall be controlling.
- 5. a. A change in the Contract Sum shall be accomplished only by a written Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim as defined in Article 18 of these General Conditions to an increase in any amounts due under the

Contract Documents or a change in any time period provided for in the Contract Documents. No amount shall be payable by the Owner to the Contractor for performance of work without a written and fully executed Change Order.

- b. Upon the Contractor's completion of the change order work, and prior to payment being made to the Contractor for such work, the Contractor shall provide the Owner with the following information:
 - 1. Certified payrolls itemizing the labor actually utilized in connection with the change order work.
 - 2. Copies of invoices from subcontractors supplying work in connection with the change order work.
- When the Owner or Architect request that portions of the Contractor's work D. originally included in the contract drawings or specifications be deleted and which will result in a reduction of the Contractor's original contract sum, the Architect shall request that the Contractor submit its proposal for deleting the scope of such work from its contract. The Contractor's proposal shall include a complete itemization of the costs associated with deducting such work including labor and materials and shall be submitted using the format set forth in Article 8, paragraph C(1) of these General Conditions of the Contract for Construction or the schedule of values, whichever is greater. The Contractor shall not be entitled to retain its overhead and/or profit for such work nor shall any of its subcontractors which were to perform the work being deducted from the Contractor's scope of work. Additionally, the Contractor shall reflect the reduced cost of premiums on bonds which are to be supplied herein as a result of such change. 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/decrease with respect to that change.
- 2. The Owner may in its sole discretion deduct and/or reduce the scope of the Contractor's contract with or without any specific reasons therefor.
- E. 1. In the event the Contractor and the Owner cannot agree on the sum by which its contract with the Owner is to be increased or reduced based upon changes to the scope of the work as described in Article 8, the Architect shall issue a construction change directive reflecting the deduction and/or reduction of the scope of the Contractor's contract and the Contractor will (a) in the case of additional work to be performed by the Contractor, perform such additional work in an expeditious manner so as not to delay the work of this or other contractors working at the site, and (b) in the case of work to be deducted from the scope of the Contractor's work, refrain from taking any steps in connection with the work associated with the deduction and/or reduction of the scope of

the Contractor's work. The construction change directive shall include (a) a description of the work being added or deducted from the Contractor's scope of work; (b) the amount the Owner has determined to be the cost associated with the additional work or deduction and/or reduction of the scope of the Contractor's contract until the Owner and the Contractor agree upon the increase or decrease in the Contractor's contract sum, or until a claim filed by the Contractor has been determined; (c) the extent to which the contract time will be adjusted as a result of the change in the scope of work. Any claims must be filed in accordance with the requirements set forth in Article 18 of these General Conditions. Failure to timely file any claim in accordance with requirements set forth therein shall constitute a waiver of such claim.

- 2. In the event the Contractor and the Owner reach agreement on the amount by which the Contractor's contract sum is to be increased or decreased based upon changes to the scope of the Contractor's work as described in Article 8, the Architect, Owner, Construction Manager and Contractor shall sign a change order reflecting such agreement. The change order shall include (a) the description of the change in the scope of the Contractor's work; (b) the amount of the adjustment to the Contractor's contract sum, if any; and (c) the length of time by which the time to complete the contract will be adjusted, if any. Agreement between the Owner and the Contractor in connection with any change order shall constitute a final settlement of all matters relating to the change in the Contractor's work as reflected in said change order, including but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contractor's contract sum and the construction schedule. All such change orders for which the Owner and the Contractor have reached agreement shall be included as a separate line item in the Contractor's applications for payment as if originally part of the Contractor's agreement with the Owner.
- F. Neither the Owner, the Construction Manager nor Architect may issue instructions to the Contractor to change the amount of the Contract, except by properly executed Change Orders. Instructions are issued by the Owner or the Construction Manager through the Architect, to the Contractor. The instructions shall not be carried out by the Contractor prior to a written order in the form of a Change Order, signed by the Owner, Architect and Contractor, authorizing a change in the Contract amount or an adjustment to the Contract Sum. No amount shall be payable by the Owner to the Contractor for performance of work without an executed Change Order.

ARTICLE 9 PAYMENTS

A. 1. Prior to commencing its work on the project and within one (1) week of receipt of a Notice to Proceed, the Contractor shall submit to the Construction Manager and the Architect, a schedule of values which includes the amount of money it has allocated in its bid price for the following items of work which are applicable to the Contractor's work.

Said schedule of values shall include each of the CSI division sections reflected in the specifications and applicable to the contract for which the Contractor has been awarded the contract, together with the requirements for bonds/insurance (based upon actual invoice amount), general conditions, meeting attendance and meeting documentation (at least two (2) percent of the contract sum), shop drawing/product data/sample submissions (at least one (1) percent of contract sum), labor and materials on line items as applicable, temporary utilities and services, HVAC balance reports, coordination drawings, punchlist (at least one (1) percent of the contract sum), warranties/guarantees and close out of the project (at least three (3) percent of the contract sum), and allowance, where applicable.

- 2. Any schedule of values which fails to include sufficient detail, is unbalanced or exhibits "front loading" of the value of the Contractor's work will be rejected. Furthermore, if the schedule of values has been approved by the Construction Manager and the Architect and is subsequently used, but later is found by the Construction Manager or Architect to be improper for any reason, sufficient funds shall be withheld from the Contractors' future applications for payment to ensure an adequate reserve (exclusive of normal retainage) to complete the Contractor's work.
- 3. The schedule of values shall be drafted so as to reflect multiple construction sites, multiple locations within each site, additions versus renovations of work, and the like so as to satisfy any New York State Education Department requirements for the project.
- 4. The Schedule of Values prepared by the Contractor must be approved by the Construction Manager and the Architect prior to the payment of any sums due the Contractor.
- B. The Contractor shall include in its contract sum all allowances stated in the specifications. However, the Contractor's costs for unloading and handling at the site, overhead, profit and other expenses contemplated for the stated allowance amounts shall be included in its contract sum and not in the allowances.
- C. The Contractor shall submit its applications for payment to the Construction Manager and the Architect on a periodic basis. The form to be used by the Contractor shall be AIA 702/CMa and 703/CMa approved by the Construction Manager, the Architect and the Owner for use in connection with the Contractor's work. The form shall be divided in sufficiently in the same form as the Contractor's schedule of values and shall reflect in separate line items for the work:
 - 1. Total value of the work listing labor and material separately
 - 2. Percentage of work completed at the time of submission of the application for payment
 - 3. Value of the work completed at the time of submission of the application for payment
 - 4. Percent of previous amount billed

- 5. Previous amount billed
- 6. Current percent completed;
- 7. Value of work completed to date
- 8. Percent remaining to be completed by the Contractor; and
- 9. Value of work remaining to be completed by the Contractor
- D. 1. Payments to the Contractor shall be based upon materials and equipment delivered and suitably stored at the site and/or incorporated into the Contractor's work, together with the labor utilized by the Contractor in connection with its work. The Contractor may be paid for materials and/or equipment which has been delivered to the Owner's facilities but which, at the time of submission of its application for payment, has not yet been incorporated into the Contractor's work upon such conditions and requirements as the Owner, the Construction Manager and/or the Architect may advise the Contractor it must satisfy.
- 2. The Construction Manager and Architect shall review the application for payment submitted by the Contractor and shall advise the Contractor of any adjustments to be made thereto. The Construction Manager and/or the Architect may make such adjustments under the following circumstances:
 - a. the Contractor's failure to remedy defective work;
 - b. the filing of third party claims or reasonable evidence that there is a probability that such claims will be filed;
 - c. receipt by the Owner of a notice of withholding from the New York State Department of Labor or other administrative agencies having jurisdiction over the project;
 - d. the Contractor's failure to make proper payments to its subcontractors or material suppliers for labor, materials and/or equipment;
 - e. reasonable evidence that the Contractor will not complete its work for the unpaid balance of the remaining monies on its contract;
 - f. damages caused to the Owner, Construction Manager, the Architect or another contractor as a result of the Contractor's performance of its work;
 - g. reasonable evidence that the Contractor will not complete its work in accordance with its agreement with the Owner, and/or that the remaining monies available on the Contractor's contract will not be sufficient to cover actual or liquidated damages for the anticipated delay;
 - h. the Contractor's failure to carry out its work in accordance with the contract drawings and/or specifications;
 - i. the Contractor's failure to notify the Architect of errors or inconsistencies between and among the contract drawings and specifications;
 - j. the Contractor's and/or its subcontractors' failure to comply with the requirements for maintaining record drawings;
 - k. the Architect's and/or the Construction Manager's discovery or observation of work which has been previously paid for by the Owner which is defective

- and/or incomplete;
- 1. such other acts and/or omissions by the Contractor in connection with the performance of its work.
- m. The amount requested exceeds the percent completion of work on the site.
- 3. After any such adjustments are made to the Contractor's application for payment, the Contractor shall submit four (4) copies of the final draft of its application for payment to the Construction Manager and Architect, which shall be accompanied by the following documentation:
 - a. a current Contractor's lien waiver and duly executed and acknowledged sworn statement showing all Subcontractors and material suppliers with whom the Contractor has entered into subcontracts, the amount of each such subcontract, the amount requested for any Subcontractor and material suppliers in the requested progress payment and the amount to be paid to the Contractor from such progress payment, together with similar sworn statements from all such Subcontractors and material suppliers;
 - b. duly executed waivers of public improvement liens from all Subcontractors and material suppliers and lower tiered Subcontractors or material suppliers establishing payment or satisfaction of payment of all amounts requested by the Contractor on behalf of such entities or persons in any previous Application for Payment; and AIA Form G706 or G706A.
 - c. Certified payroll for employees of the Contractor and employees of subcontractors performing work on the Project.
 - d. Copies of invoices submitted to the Contractor by its subcontractors and/or material suppliers.
 - e. Such other information which the Owner, Construction Manager and/or the Architect request the Contractor furnish in connection with its application for payment.
- 4. Upon submission of its application for payment, the Contractor represents that it is entitled to payment in the amount for which it seeks payment.
- 5. The Owner shall make payment to the Contractor within forty-five days of receipt of the Contractor's requisition of payment unless such requisition of payment is not in accordance with the terms of the Construction Documents.
 - 6. Upon receipt of payment by the Owner, the Contractor shall promptly make

payment to each of its subcontractors and/or material suppliers for which it has received payment from the Owner. This provision does not obligate the Architect, the Construction Manager and/or the Owner to ensure payment to the Contractor's subcontractors and/or material suppliers.

- 7. a. In the event a subcontractor and/or material supplier files with the Owner a public improvement lien, the Owner shall withhold payment on previously certified applications for payment which have not yet been paid or subsequent applications for payment submitted by the Contractor an amount equal to 150% of the amount set forth in such public improvement lien. This provision is in addition to and does not supersede the indemnity provisions set forth in Article 12 of these General Conditions.
- b. The Owner may release any payment withheld due to the filing of a public improvement lien if the Contractor obtains security acceptable to the Owner or a lien bond which is: (1) issued by a surety acceptable to the Owner, (2) in form and substance satisfactory to the Owner, and (3) in an amount not less the 150% of such lien claim. The cost of the premiums for any such bond posted shall be borne solely by the Contractor. By posting a lien bond or other acceptable security, however, the Contractor shall not be relieved of its obligations pursuant to these General Conditions, including but not limited to the indemnity provisions set forth in Article 12 of these General Conditions.
- E. 1. The Contractor shall not be entitled to payment for materials and/or equipment stored off the site unless previously approved in writing by the Owner, Architect, and/or the Construction Manager and upon the Contractor meeting any and all conditions which the Owner, the Architect and/or Construction Manager may impose in connection with such materials and/or equipment, including but not limited to insurance for such materials and cost of storage and transportation associated with such materials and/or equipment. No payment will be made for "commodity type" stored materials such as block, studs, sheetrock, roofing, insulation, piping, fittings, conduit work, etc.
- 2. In connection with materials and/or equipment stored off the project site, the Contractor must submit with its application for payment the following information:
 - a. Type of material must be specifically identified by the Contractor;
 - b. The Contractor must furnish an invoice from its supplier showing the total value of material and/or equipment being stored off site and must provide the bill of lading for such material and/or equipment;
 - c. The Contractor must provide a Certificate of Insurance in a form approved by the Owner for the full value of the item plus 10%.
 - d. The Contractor must execute a security agreement, together with an executed UCC-1 form;

- e. The materials must be stored in a bonded warehouse;
- f. The Contractor must furnish a bill of sale for stored material and/or equipment;

The Contractor still has liability for all materials whether paid or not until installed.

- 3. Any and all materials and/or equipment for which the Contractor has been paid shall be titled in the Owner upon installation by the Contractor and shall be stored in a bonded facility. For payment to be made to the Contractor, the Contractor must provide the Owner with a waiver of lien and general release from its supplier in connection with its provisions of such materials and/or equipment. Notwithstanding payment by the Owner, any and all warranties and/or guarantees required by this agreement shall not begin to run until the Contractor has completed all of its work.
- 4. Prior to payment by the Owner, the Contractor may be required to provide the Architect and the Construction Manager with an opportunity to visually inspect the materials and/or equipment for the purpose of determining that such materials are in fact in storage, are the materials specified for the Contractor's work and for any other purpose which the Owner, Construction Manager and/or Architect deem necessary for payment to be made to the Contractor.
- F. If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to its agreement with the Owner, including but not limited to these General Conditions of the Contract for Construction, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained herein to the contrary, if the Contractor fails to promptly make any payment due the Owner, or the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to: (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contractor's contract sum by an amount equal to that which the Owner is entitled.
- G. The Contractor may not assign any monies due or to become due to it pursuant to its agreement with the Owner without the Owner's written consent. Any such assignment shall be in a form acceptable to the Owner. If the Contractor attempts to make such an assignment without such consent from the Owner, the Contractor shall nevertheless remain legally responsible for all obligations under its agreement with the Owner.
- H. Progress payments and all other payments shall be made in accordance with Section 106 (b) of the General Municipal Law.

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I. At the same time the Contractor submits its insurance certificate to the Owner and the Construction Manager, it shall also submit to the Construction Manager the labor rates of each category of labor for which it and/or its subcontractors shall employ (either directly or indirectly). This information shall be itemized in the format shown below:

| Contractor's Name | | | | | | | |
|------------------------------|-------------------------------|------------|----------|---------|----------|--|--|
| Contractor's Address | | | | | | | |
| Contractor's Office Phone N | Contractor's Office Phone No. | | | | | | |
| Contractor's Fax No. | | | | | | | |
| Contractor's Email Address | | | | | | | |
| Labor Rate Breakdown | | | | | | | |
| Worker's Title | | Journeyman | 1.5 Rate | Foreman | 1.5 Rate | | |
| Base Hourly Rate | | | | | | | |
| Payroll Tax & Insurance: | % Per Hr. | | | | | | |
| FICA | | | | | | | |
| Federal Unemployment | | | | | | | |
| State | | | | | | | |
| Workers Compensation | | | | | | | |
| Disability | | | | | | | |
| Other (Explanation | | | | | | | |
| Required) | | | | | | | |
| Subtotal | Subtotal | | | | | | |
| Benefits: | \$ Per Hr. | | | | | | |
| Vacation | | | | | | | |
| Health & Welfare | | | | | | | |
| Pension | | | | | | | |
| Annuity | | | | | | | |
| 401(k) Fund | | | | | | | |
| Other (Explanation Required) | | | | | | | |
| Other (Explanation Required) | | | | | | | |
| Subtotal | | | | | | | |
| Hourly Labor Rate | | | | | | | |

ARTICLE 10 INSURANCE REQUIREMENTS

A. The Contractor, at its sole cost and expense, shall provide the Owner with the following insurance coverage whether the operations to be covered thereby are through the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Workers' Compensation and New York State Disability Insurance

Statutory Workers Compensation (C-105.2 or U-26.3) and New York State Disability Insurance (DB-120.1) for all employees. Proof of coverage must be on the approved specific form as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable. A person seeking an exemption must file a CE-200 Form with the state.

Extensions Voluntary compensation

All states coverage employers Employer's liability - unlimited

2. Commercial General Liability Insurance

\$1,000,000 per Occurrence

\$2,000,000 General Aggregate on per project basis

\$2,000,000 Products and Completed Operations

\$1,000,000 Personal & Advertising Injury

\$100,000 Fire Damage (any one fire)

\$10,000.00 Medical Expenses (any one person)

3. Owners Contractors Protective (OCP) Insurance

\$2,000,000 per occurrence, \$4,000,000 aggregate with the Owner as the Named Insured and there will be no additional insureds on OCP policies.

4. Automobile Liability

\$1,000,000.00 combined single limit per accident for all vehicles (owned, hired, borrowed or non-owned)

5. Umbrella/Excess Insurance

Coverage in all instances shall be on a follow-form basis or provide broader coverage than the general liability insurance and the automobile liability insurance. The insurance coverage shall apply on a per project basis.

| Amount of Prime Contract | Amount of Umbrella/Excess Insurance | | | |
|-----------------------------------|-------------------------------------|--|--|--|
| less than or equal to \$5,000,000 | \$5,000,000 | | | |
| \$5,000,0001 to \$6,000,000 | \$6,000,000 | | | |
| \$6,000,0001 to \$7,000,000 | \$7,000,000 | | | |
| \$7,000,0001 to \$8,000,000 | \$8,000,000 | | | |

Amount of Prime Contract

Amount of Umbrella/Excess Insurance

\$8,000,0001 to \$9,000,000

\$9,000,000

Greater than or equal to \$9,000,001

\$10,000,000

6. Testing Company Errors and Omission Insurance

\$1,000,000 per occurrence/\$2,000,000 aggregate for the testing and other professional acts of the Contractor performed under the contract with the Owner. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of the work. The testing company shall also provide proof of Workers' Compensation and NY State Disability Benefits Insurance, Commercial General Liability and Excess Liability with limits of \$2,000,000 each occurrence and in the aggregate on a per project basis.

7. Additional Insurance when the project requires the removal of asbestos, lead and/or other hazardous materials

Asbestos/Lead Abatement/Pollution Liability Insurance

\$2,000,000 per occurrence/\$2,000,000 aggregate on a per project basis, including products and completed operations. Such insurance shall include coverage for the Contractor's operations including, but not limited to, removal, replacement enclosure, encapsulation and/or disposal of asbestos or any other hazardous material, along with any related pollution events, including coverage for third-party liability claims for bodily injury, property damage and clean-up costs. If a retroactive date is used, it shall pre-date the inception of the Contract. If the Contractor is using motor vehicles for transporting hazardous materials, the Contractor shall obtain and maintain pollution liability broadened coverage (ISO endorsement CA 9948 or CA 0112) as well as proof of MCS 90. Coverage shall fulfill all requirements of this Article 10 and shall extend for a period of three (3) years following acceptance by the Owner of the Certificate of Completion.

- B. The coverages required pursuant to paragraph A of this Article 10 shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment.
- C. The insurance required to be procured by the Contractor pursuant to paragraph A of this Article 10 shall be purchased from and maintained by insurance carriers licensed to do business and admitted to issue the type of insurance provided in the State of New York, with an A.M. Best rating of "A-" or better.
- D. The Contractor must submit the Certificate of Insurance to the Architect or Construction Manager for the Owner's approval prior to the commencement of any work. The failure of the Owner to object to the contents of a certificate of insurance or the absence

of same shall not be deemed a waiver of any rights held by the Owner.

- E. All insurance coverage to be provided by the Contractor pursuant to paragraph A of this Article 10 shall include a cancellation notice to the Owner of at least thirty days.
- F. The Contractor agrees to effectuate the naming of the Owner, the Construction Manager and the Architect as additional insureds on the polices providing the insurance coverage described in paragraph A of this Article 10, except for Workers' Compensation and New York State Disability Insurance. Additionally, the insurance coverage to be provided by the Contractor pursuant to paragraph A of this Article 10 shall state that the Contractor's coverage shall be the primary and non-contributory coverage for the Owner and the Owner's Board of Education, employees and volunteers including a waiver of subrogation in favor of the Owner for all coverages including Workers' Compensation.
- G. Additional insured status for General Liability coverage shall be provided by standard or other endorsements that extend coverage to the Owner for on-going operations (CG 20 38 or equivalent) and products and completed operations (CG 20 37 or equivalent). A completed copy of the additional insured endorsements must be attached to the Certificate(s) of Insurance that include General Liability, Auto Liability and Umbrella/Excess coverages together with a copy of the declaration page of the General Liability, Auto Liability and Umbrella/Excess policies with a list of endorsements and forms.
- H. Each Certificate of Insurance must describe the services provided by the Contractor (e.g., roofing, carpentry, plumbing) that are covered by the liability policies.
- I. At the Owner's request, the Contractor shall provide a copy of the policy endorsements and forms for the policies listed in paragraph A of this Article 10.
- J. There will be no coverage restrictions and/or exclusions involving the New York State Labor Law or gravity related injuries. No policies containing escape clauses or exclusions contrary to the Owner's interest will be accepted.
- K. A fully completed New York Construction Certificate of Liability Insurance Addendum (ACORD 855 2014/15) must be included with the certificates of insurance. For any "yes" answers on Items G through L on this form, additional details must be provided in writing. Policy exclusions may not be accepted.
- L. In the event that any of the insurance coverage to be provided by the Contractor to the Owner contains a deductible or self-insured retention, or the insurance provided by the Owner contains a deductible, the Contractor shall indemnify and hold the Owner, the Architect and the Construction Manager harmless from the payment of such deductible or self-insured retention, which deductible and self-insured retention shall in all circumstances remain the sole obligation and expense of the Contractor.
- M. The Contractor acknowledges that its failure to obtain or keep current the insurance

coverage required by paragraph A of this Article 10 shall constitute a material breach of contract and subjects the Contractor to liability for damages, including but not limited to direct, indirect, consequential, special and such other damages the Owner sustains as a result of such breach. In addition, the Contractor shall be responsible for the indemnification to the Owner, Architect and Construction Manager, of any and all costs associated with such lapse in coverage, including but not limited to reasonable attorney's fees.

- N. The Contractor shall require all subcontractors to obtain and maintain the same types of insurance with the same limits of coverage and same additional insureds as set forth in paragraph A of this Article 10 and the subcontractors policies must comply with all the requirements set forth in this Article 10. Contractor shall confirm each subcontractors compliance with the insurance requirements of this Article 10 and collect proof of each subcontractor's insurance prior to the start of any work by the subcontractor. In the event a subcontractor fails to obtain the required insurance and a claim is made or suffered, the Contractor shall indemnify, defend, and hold harmless the Owner, Architect, Engineers, Construction Manager, Consultants, and Sub-consultants and their agents or employees from any and all claims for which the required insurance would have provided coverage. This indemnity obligation is in addition to any other indemnity obligation provided in the Contract Documents.
- O. The Contractor assumes responsibility for all injury or destruction of the Contractor's materials, tools, machinery, equipment, appliances, shoring, scaffolding, false and form work, and personal property of Contractor's employees from whatever cause arises. Any policy of insurance secured covering such items that the Contractor or Subcontractors leased or hired and any policy of insurance covering the Contractor or Subcontractors against physical loss or damage to such property shall include an endorsement waiving the right of subrogation against the Owner for any loss or damage to such property.
- P. The Owner in good faith may adjust and settle a loss with the Contractor's insurance carrier.
- Q. Before commencement of its work, the Contractor shall obtain and pay for such insurance as may be required to comply with the indemnification and hold harmless provisions outlined under Article 12 of these General Conditions of the Contract for Construction.
- R. Review and acknowledgment of the Certificate of Insurance by the Owner, Construction Manager or the Architect shall not relieve or decrease the liability of the Contractor hereunder.
- S. If the terms of policies expire, or the lives of the insurance companies terminate, before the Contract is completed or during the period of completed operations coverage, and the Contractor fails to maintain continuance of such insurance, the Owner is entitled to provide protection for itself, to pay premiums, and to charge the cost to the Contractor.

REQUIRED BONDS FOR THE PROJECT

- A. The Contractor shall furnish a Performance Bond and Labor and Material Payment Bond meeting all statutory requirements of the State of New York.
- B. All Surety companies are subject to the approval of the Owner and may be rejected by the Owner without cause.
- C. Except as otherwise required by statute, the form and substance of such bonds shall be satisfactory to the Owner in the Owner's sole judgment.
- D. Bonds shall be executed by a responsible surety licensed to do business in New York with an A.M. Best Rating of "A-" or better as to Policy Holder Ratings, and "VII" or better as to "Financial Size Category." Such bonds shall remain in effect for a period not less than two (2) years following final completion of the work by the Contractor.
- E. Bonds shall further be executed by a surety that is currently listed on the U.S. Treasury Department Circular 570 entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," as amended.
- F. The Performance Bond and the Labor and Material Payment Bond shall each be in an amount equal to 100% of the Contract Sum. The value of each bond shall be adjusted during the Project construction period to reflect changes in the Contract Sum.
- G. Every Bond must display the Surety's Bond Number.
- H. Each bond must be accompanied by an original Power of Attorney, giving the names of Attorneys-in-fact, and the extent of their bonding capacity.
- I. A rider including the following provisions shall be attached to each Bond:
 - 1. Surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change, or other modification of the Contract Documents. Such addition, alteration, change, extension of time, or other modification of the Contract Documents, or a forbearance on the part of either the Owner or the Contractor to the other, shall not release the Surety of its obligations hereunder and notice to the Surety of such matters is hereby waived.
 - 2. Surety further agrees that in event of any default by the Owner in the performance of the Owner's obligations to the Contractor under the Contract, the Contractor or Surety shall cause written notice of such default (specifying

said default in detail) to be given to the Owner, and the Owner shall have thirty (30) days from time after receipt of such notice within which to cure such default, or such additional reasonable period of time as may be required if the nature of such default is such that it cannot be cured within thirty (30) days. Such Notice of Default shall be sent by certified or registered U.S. Mail, return receipt requested, first class postage prepaid, to Lender and the Owner.

- J. The Contractor shall deliver the required bonds to the Owner prior to beginning construction activity at the site, but no later than 10 days of issue date of Notice of Award of Contract. Said bonds shall be in the form set forth in the Project Manual. No work shall be performed by the Contractor until such bonds have been reviewed and approved.
- K. The Owner may, in the Owner's sole discretion and without prior notice to the Contractor, inform surety of the progress of the Contractor's work and obtain consents as necessary to protect the Owner's rights, interest, privileges and benefits under and pursuant to any bond issued in connection with the Contractor's work.
- L. If the surety on any Bond furnished by Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of this Article, the Contractor shall within ten (10) days thereafter substitute another Performance and Payment Bond and surety, both of which must be acceptable to the Owner.

ARTICLE 12 INDEMNIFICATION

- A. The Contractor and its subcontractors shall indemnify and hold harmless the Owner, Architect, and Construction Manager, and all their employees, agents or servants or any third parties from and against any and all claims, damages, losses, suits, obligations, fines, penalties, costs, charges and expenses, including but not limited to attorneys' fees, which may be imposed upon or incurred by or asserted against any of them by reason of any act or omission of such Contractor or any of its subcontractors or any person or firm directly or indirectly employed by such Contractor, for the act(s) and/or omission(s) of any Contractor or Subcontractor in connection with the work of the Project.
- B. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, Construction Manager 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 its 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 including loss of use resulting therefrom, but only to the extent caused in whole or in part by 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 which would otherwise exist as to a party or person described in this Paragraph B. The Contractor's indemnity obligations under this Paragraph B shall, but not by way of limitation, specifically include all claims and judgments which may be made against the Owner, the Architect, the Architect's consultants and agents and employees of any of them under any applicable statute, rule or regulation including the New York Statute, Occupational Safety and Hazardous Act, and the Federal Occupational Safety and Hazardous Act. In claims against any person or entity indemnified under this Paragraph B 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 this Paragraph B 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' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

- C. The Contractor shall be liable for and shall indemnify and hold harmless (1) the Owner, its consultants, employees, officers and agents, (2) the Architect and its consultants, employees, officers and agents, and (3) the Construction Manager, its consultants, employees, officers and agents, against any fines, penalties, judgments, or damages, including reasonable attorney's fees, imposed on or incurred by the parties indemnified hereunder which are incurred as a result of the Contractor's failure to give the notices of these General Conditions of the Contract for Construction.
- D. The Contractor shall indemnify and hold harmless (1) the Owner, its consultants, employees, officers and agents, (2) the Architect and its consultants, employees, officers and agents, and (3) the Construction Manager, its consultants, employees, officers and agents, against any actions, lawsuits or proceedings or claims of liens brought against each or any of them as a result of liens filed against the Contractor's project funds, including all the cost and expense of said liens, and including but not limited to attorneys' fees incurred by each or any of them.
- E. The Contractor shall indemnify and hold harmless the Owner, the Architect and the Construction Manager of and from any and all liability for violation of any laws and regulations applicable to the Contractor's work and shall defend any claims or actions which may be brought against the Owner as the result thereof. In the event that the Contractor shall fail to refuse to defend any such action, the Contractor shall be liable to the Owner for all costs of the Owner in defending such claim or action and all costs of the Owner, including attorney's fees, in recovering such defense costs from the Contractor.
- F. The Contractor shall indemnify and hold harmless the Owner and the Architect of and from any and all liability for claims made by third parties, including subcontractors, in connection with this Agreement and shall defend any claims or actions which may be

brought against the Owner as the result thereof. In the event that the Contractor shall fail to refuse to defend any such action, the Contractor shall be liable to the Owner for all costs of the Owner in defending such claim or action and all costs of the Owner, including attorney's fees, in recovering such defense costs from the Contractor.

ARTICLE 13 TIME FOR COMPLETION OF WORK

- A. The date of commencement of the Contractor's work shall be as indicated in the agreement between the Contractor and the Owner. The date shall not be postponed or extended by the failure to act of the Contractor or of persons or entities for whom the Contractor is responsible to act. Time limits stated in the agreement between the Owner and the Contractor 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.
- B. The Contractor shall not commence work on the site until two certified copies of all insurance policies and bonds required by Article 10 and Article 11 of these General Conditions of the Contract for Construction are provided to the Owner and accepted by the Owner. The date of commencement and/or completion of the Contractor's work shall not be changed by the effective date of such insurance. The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the acceptance of the insurance and bonds required by Article 10 and Article 11 of these General Conditions.
- C. The Contractor shall proceed expeditiously with adequate forces and shall achieve substantial completion of its contract in accordance with the schedule set forth in its agreement. The Contractor shall cooperate with the Owner, Architect, Construction Manager, and other Contractors on the Project, making every reasonable effort to reduce the contract time.
- D. 1. In the event the Owner determines that the performance of the Contractor's work, as of a milestone date, has not progressed or reached the level of completion required by its contract, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitation, (1) working additional shifts or overtime, (2) supplying additional manpower, equipment, and facilities and (3) other similar measures (hereinafter referred to collectively as "Extraordinary Measures"). Such Extraordinary Measures shall continue until the Contractor progresses its work in compliance with the stage of completion required by its agreement with the Owner. The Owner's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the construction schedule.
- 2. The Contractor shall not be entitled to an adjustment in its contract sum in connection with Extraordinary Measures ordered by the Owner under or pursuant to this Paragraph D.

- 3. The Owner may exercise the rights furnished the Owner under or pursuant to this Paragraph D as frequently as the Owner deems necessary to ensure that the Contractor's performance of its work will comply with any Milestone Date or completion date set forth in the Contractor's agreement with it.
- 4. The Owner reserves the right to withhold payment from the Contractor until such time as the Contractor submits a daily schedule showing work to be again on schedule with the Construction Schedule and/or until its work is being installed according to the project construction schedule, without additional cost to the Owner.
- E. The Contractor shall achieve substantial completion of its work in accordance with the schedule for the work set forth in the project manual included as part of its agreement with the Owner. Milestone Dates are dates critical to the Owner's operations that establish when a part of the work is to commence or be complete. All Milestone Dates are of the essence and shall have the same meaning as Substantial Completion for the purpose of Liquidated Damages in this Article 13.
- F. Substantial completion shall be achieved by the Contractor when the Contractor has completed ninety eight (98%) of its work. Work remaining to be completed after substantial completion shall be limited to items which can ordinarily be completed within the period between the payment at the time of substantial completion and final payment.
- G. 1. This project is to be physically completed in accordance with the time limits set forth in the agreement between the Owner and Contractor and as further set forth in the project manual and/or bidding documents. Liquidated damages will be assessed in the amount of \$1,000.00 for each and every calendar day after such time allowed for completion.
- 2. Contractor realizes that time is of the essence on this Contract and the completion date and milestone date for each work item in its agreement, a Milestone Date reflected on the project schedule, or the date of substantial completion of the Contractor's work shall be no later than the date indicated therein. In the event the Contractor fails to complete any work or substantially complete the work under this contract by said schedule date, the sum per calendar day for each date not met, as delineated above, will be subtracted from the payment due the Contractor (or, if the amount due Contractor as payment is insufficient, any deficiency shall be paid by the Contractor to the Owner), except in cases where the Contractor has applied for and been granted an extension of time in accordance with the provisions of this Article 13.
- 3. The said sum per calendar day shall constitute the Liquidated Damages incurred by the Owner for each day of delay beyond the agreed upon dates of Substantial Completion. Such Liquidated Damages shall be in addition to any other damages (other than by reason of delay) Owner may incur as a result of Contractor's breach of Contract. In

the event that substantial completion of its work is not achieved in accordance with the project schedule, inspections will be performed once each week unless the Owner or the Architect determines, at their sole discretion, that additional inspections are not needed. All costs incurred by the Owner, Owner's Representative and the cost of additional inspections, at the rate of One Thousand Dollars (\$1,000) per inspection, will be subtracted from payment due the Contractor. If the amount due the Contractor for payment is insufficient, any deficiency shall be paid by the Contractor to the Owner.

- H. Within five (5) calendar days from the occurrence of same, the Contractor must apply in writing to the Owner, its Architect or Construction Manager for an extension of time to complete its work where it has been delayed as a result of: unforeseeable causes beyond the control and without the fault or negligence of the contractor, including acts of God, acts of the public enemy, acts of the federal or state government in either their sovereign or contractual capacities, fires, floods, epidemics, quarantine restrictions, priority or allocation orders duly issued by the federal government; freight embargoes; changes in the work to be performed by the Contractor. The Contractor may not apply for an extension of time for delays in acquisitions of materials other than by reason of freight embargoes. All other delays of the project, including but not limited to, Architect review and/or approval of shop drawings and/or submittals, requests for information, clarifications, samples, and change orders; Owner schedule; Architect certification of payment; payment by Owner of Contractor's Application for Payment; coordination amongst Contractors; unavailability of materials and/or equipment; surveying/testing; closeout, etc. are deemed to be foreseeable and, therefore shall not form the basis for a claim for an extension of time by the Contractor.
- All claims for additional time shall be supported by documentation which demonstrates to the Architect and Construction Manager's satisfaction that the Critical path of the Work has been significantly altered by the delays to the activities in question, and that the schedule cannot be maintained by re-ordering other activities within the project at no cost. Upon receipt of the Contractor's request for an extension of time, the Owner will ascertain the facts and extent of the delay, and may, in its sole discretion, extend the time for completion of the Contractor's work when in its judgment such an extension is justified. The Owner's determination will be final and binding in any litigation commenced by the Contractor against the Owner which arises out of the Owner's denial of an extension of time to the Contractor. Any approval of an extension of the Contractor's time to complete its work shall be memorialized by written change order, signed by the Owner, Contractor, Architect and Construction Manager. Where the Owner determines that the Contractor will be granted an extension of time, such extension shall be computed in accordance with the following:

For each day of delay in the completion of its work, the Contractor shall be allowed one day of additional time to complete its contract. The Contractor shall not be entitled to receive a separate extension of time for each one of several causes of delay operating concurrently; only the actual period of delay as determined by the Owner or its Architect may be allowed.

Notwithstanding anything to the contrary in the Contract Documents, an 3. extension in the contract time, to the extent permitted under subparagraph H of this Article 13, shall be the sole remedy of the Contractor for any (1) delay in the commencement, prosecution, or completion of the Work; (2) hindrance or obstruction in the performance of the Work; (3) loss of productivity or acceleration; or (4) other similar claims (collective referred to herein as "delay(s)"), unless a delay is caused by the Owner's active interference with the Contractor's performance of the Work, and only to the extent such acts continue after the Contractor furnishes the Owner with three (3) days' written notice of such interference. In no event shall the Contractor be entitled to any compensation or recovery of any damages in connection with any Delay, including, but not limited to, consequential damages, lost opportunity costs, impact damages, or other similar remuneration. The Owner's exercise of any of its rights or remedies under the Contract Documents (including, but not limited to, ordering changes in the Work, or directing suspension, rescheduling or correction of the Work), regardless of the extent or frequency of the Owner's exercise of such rights or remedies, shall not be construed as active interference with the Contractor's performance of the Work.

ARTICLE 14 DEFICIENT AND INCOMPLETE WORK

- A. The Architect will have the authority to reject work performed by the Contractor which does not conform to the requirements of the drawings and/or specifications.
- B. The Architect shall have the authority to require additional inspection or testing of the Contractor's work whether or not such work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the work to have performed additional inspection or testing of the work.
- C. 1. If a portion of the Contractor's work is covered contrary to the Architect's request or to requirements specifically expressed in the drawings and/or specifications, upon request by the Architect or the Construction Manager, the Contractor shall uncover such work for the Architect's or any governmental authority's observation and be replaced at the Contractor's sole expense without change in the Contract Time or Contract Sum.
- 2. If a portion of the Contractor's work has been covered which the Architect or any governmental authority has not specifically requested to observe prior to its being covered, the Architect or any governmental authority may request to see such work and it shall be

uncovered by the Contractor. If such work is in accordance with the drawings and/or specifications, costs of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work is not in accordance with the Contract Documents, the Contractor, at its sole cost and expense, shall uncover and replace such work.

- D. The Contractor shall promptly correct work rejected by the Architect or failing to conform to the requirements of its contract with the Owner, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear the all costs of correcting such rejected work, including but not limited to the cost of said additional testing and/or inspection, the cost of the Architect's services incurred in conjunction with such additional testing, and any cost, loss or damages to the Owner resulting from such actions. If prior to the date of Substantial Completion, the Contractor, a Sub-contractor or anyone for whom either is responsible uses or damages any portion of the Work or premises, including, without limitation, mechanical, electrical, plumbing and other building systems, machinery, equipment or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner.
- E. If the Contractor (1) fails to correct work which is not in accordance with the requirements of its agreement with the Owner, or (2) fails to carry out its work in accordance with the requirements of its agreement with the Owner, or (3) fails or refuses to provide a sufficient amount of properly supervised and coordinated labor, materials, or equipment so as to be able to complete the work within the contract time, or (4) fails to remove and discharge (within ten (10) days) any lien filed upon Owner's property by anyone claiming by, through, or under the Contractor, or (5) disregards the instructions of the Architect, Owner or Construction Manager, the Construction Manager, on behalf of the Owner may order the Contractor to stop its 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. This right shall be in addition to, and not in restriction of, other rights the Owner may have pursuant to these General Conditions or at law.
- F. 1. If the Contractor defaults or neglects to carry out its work in accordance with its agreement with the Owner and fails within a three (3) day period after receipt of written notice from the Construction Manager to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Architect, the Construction Manager and the Owner and such other consultants whose participation is deemed necessary by the Architect, for additional services and expenses made necessary by such default, neglect or failure. Such action by the Construction Manager, including the amounts to be charged to the Contractor as a result of such action

are subject to the prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

- 2. Where the Contractor's default and/or neglect to carry out its work in accordance with its agreement with the Owner threatens the health, safety and/or welfare of the occupants of the school district's facilities and/or threatens the structural integrity and/or preservation of the school district's facilities, the Owner may proceed to carry out the Contractor's work upon twenty-four (24) hours notice of its intention to do so to the Contractor.
- G. If the Owner prefers to accept work which is not in accordance with the terms and conditions of the agreement between the Owner and the Contractor, the Owner may, in its discretion, accept such work and reduce the Contractor's contract sum accordingly.

ARTICLE 15 FINAL COMPLETION AND CLOSEOUT OF THE PROJECT

- A. 1. When advised by the Construction Manager that the Contractor's work is near substantial completion, the Architect shall visit the site to determine whether the Contractor's work is substantially complete. If the Architect's observations of the Contractor's work discloses any item which has not been performed in accordance with the requirements of the drawings and/or specifications and/or which has not been completed to the point indicated in Article 13 paragraph F of these General Conditions, the Contractor shall complete or correct such items upon receipt of notification from the Architect that a deficiency exists. The Architect shall not issue a certificate of substantial completion for the work of the Contractor until the work has been completed in accordance with Article 13(F). Upon completion of the work outlined by the Architect to it in accordance with this paragraph A, the Contractor shall advise the Architect of the need for an inspection of the work. If the Architect is required to inspect the Contractor's work more than twice, the Contractor shall be liable to the Owner for the services performed by the Architect as a result of additional inspections.
- 2. Upon determining that the Contractor's work has progressed to the point of Substantial Completion, the Architect shall prepare a punch list of the Contractor's work which shall include only minor items of work remaining to be performed by the Contractor to bring its work into compliance with the requirements of the drawings and/or specifications. The Contractor shall proceed promptly to complete and correct items on the punch list issued by the Architect and shall complete said items within thirty (30) days of its receipt of the punch list from the Architect. At the time of substantial completion, the Owner shall retain 200 percent of the value of the punch list items from the Contractor's remaining contract sum. The value of said remaining work shall be determined by the Architect. Upon completion of the work reflected in the final punch list, the Owner shall release the monies withheld pursuant to this paragraph to the Contractor.

- 3. The Architect's failure to include an item of deficiency on the punch list issued to the Contractor shall not relieve the contractor of its responsibility to perform its work in accordance with the drawings and/or specifications.
- B. 1. If within two (2) years after the date of Substantial Completion of the Contractor's work or designated portion thereof, or after the date for commencement of warranties established pursuant to these General Conditions, or by terms of in applicable special warranty required by the agreement between the Owner and the Contractor, any of the Work is found to be not in accordance with the requirements of said agreement, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This period of two (2) years shall be extended with respect to portions of the Contractor's work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of such work. The obligation set forth hereunder shall survive acceptance by the Owner of the Contractor's and/or termination of the Contractor's agreement with the Owner. The Owner shall give such notice within a reasonable period of time after discovery of the condition.
- 2. The Contractor shall, within a reasonable time after receipt of written notice thereof, but in no event no later than seventy-two (72) hours after receipt of such notice, commence to correct, repair, and make good any defects in its work.
- 3. The obligations of the Contractor pursuant to this paragraph shall cover any repairs to or replacement of work affected by the defective work.
- 4. In the case of any work performed in correcting defects pursuant to this paragraph, the guarantee periods specified herein shall begin anew from the date of acceptance by the Owner of such work.
- C. Upon receipt of written notice from the Construction Manager that the Contractor's 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 Contractor's work acceptable pursuant to the terms and conditions of its agreement with the Owner and the Contract fully performed and upon receipt of the closeout documentation required by the Contract Documents and elsewhere in the agreement between the Owner and the Contractor, the Architect will certify to the Owner that the Contractor is entitled to final payment on the project.
- D. 1. Prior to receipt of final payment from the Owner, the Contractor shall provide to the Architect the close out documentation required by the Contract Documents.
- 2. The Contractor shall schedule a close out meeting with the Architect and the Construction Manager for the purpose of delivering the close out documents required

pursuant to the Contract Documents and elsewhere in the agreement between the Owner and the Contractor.

- E. If the Contractor's work is not accepted by the Owner after final inspection and additional time is required to complete items identified during the final inspection, the date starting the warranty periods described in the Contract Documents shall be set by the Architect at his discretion.
- F. If the Architect is required to perform more than one final inspection because the Contractor's work fails to comply with the requirements of the contract, the amount of compensation paid to the Architect by the Owner for additional services shall be deducted from the final payment to the Contractor.
- G. Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those claims previously made in writing in accordance with the terms of Article 18 hereof and identified by that payee as unsettled at the time of final Application for Payment.
- H. Contractor shall submit all documentation identified in this section within ninety (90) days from the date of Substantial Completion. If the documentation has not been submitted, the Owner will obtain same through whatever means necessary. The Contractor shall solely be responsible for all expenses incurred by the Owner in securing such documentation.

ARTICLE 16 RELEVANT STATUTORY PROVISIONS

- A. The Contractor shall at all times observe and comply with all Federal and State Laws and all Laws, Ordinances and Regulations of the Owner, in any manner affecting the work and all such orders decreed as exist at present and those which may be enacted later, by bodies or tribunals having jurisdiction or authority over the work, and the Contractor shall indemnify and save harmless the Owner and all his officers, agents, or servants against any claim or liability arising from, or based on, a violation of any such law, ordinances, regulation, order or decree, whether by himself or by his employee or agents.
- B. The Contractor and each of its subcontractors shall comply with Prevailing Wage Rates as issued by the State of New York Department of Labor for the location and duration of this Project and shall comply with all requirements governing its payments to its employees as set forth in Labor Law, section 220 et seq of the New York State Labor Law, as amended.
- C. The Contractor and each of its subcontractors shall post a notice at the beginning of the performance of every public work contract on each job site that includes the telephone

number and addresses 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 particular job classification.

- D. The Contractor specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended, that:
 - 1. No laborer, workman or mechanic in the employ of the Contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the Contract, shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.
 - **2.** The wages paid for a legal day's work shall not be less than the prevailing rate of wages as defined by law.
 - **3.** The minimum hourly rate of wages to be paid shall not be less than that stated in the Project Manual, and any re-determination of the prevailing rate of wages after the Contract is approved shall be deemed to be incorporated herein by reference as of the effective date of re-determination and shall form a part of this Contract. The Labor Law provides that the Contract may be forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than:
 - a. The stipulated wage scale as provided in Labor Law, Section 220, Sub division 3, as amended; or
 - b. The stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.
- E. The Contractor acknowledges that its work is governed by the provisions of Section 101 of the General Municipal Law of the State of New York.
- F. The Contractor specifically agrees, as required by the provisions of the Labor Law of New York, Section 220-E, as amended that:
 - 1. In the hiring of employees for the performance of this contract or any sub-contractor hereunder, no contractor, sub-contractor, nor any person acting on behalf of such contractor or sub-contractor shall by reason of race, creed, color 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.

- 2. No contractor, sub-contractor, 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, color, creed, sex or national origin.
- 3. There may be deducted from the amount payable to the Contractor 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.
- 4. This Contract may be canceled or terminated by the Owner and all monies 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.

The aforesaid provisions of this section covering every Contract for or on behalf of the Owner, 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.

- G. The successful Contractor shall conform to the guidelines spelled out in the County's Affirmative Action Program, if any.
- H. The Contractor shall comply with all of the provisions of the Immigration Reform and Control Act of 1986 and regulations promulgated pursuant thereto and shall require its subcontractors to comply with same. The Contractor shall and does hereby agree to fully indemnify, protect, defend, and hold harmless the Owner, Owner's agents and employees from and against any penalties, fees, costs, liabilities, suits, claims, or expenses of any kind or nature, including reasonable attorney's fees, arising out of or resulting from any violation or alleged violation of the provisions of said laws in connection with the work performed hereunder.
- I. This Contract shall be void if the Contractor fails to install, maintain, and effectively operate appliances and methods for the elimination of harmful dust when a harmful dust shall have been identified in accordance with Section 222-a of the Labor Law of the State of New York.
- J. The Contractor shall insure that absolutely no asbestos containing material is used in conjunction with the performance of its work. The Contractor bears the sole responsibility to provide assurances that no asbestos containing material is built into the construction, or that any equipment used in the construction contains any asbestos containing material. If asbestos containing material is found, at any time during or after the construction is completed, it shall be the responsibility of the Contractor who installed said material to remove it and replace it with new non-asbestos containing material, as per federal, state and local mandates.

- K. Large and small asbestos abatement projects as defined by 12 N.Y.C.R.R. 56 shall not be performed while the building is occupied. As referenced in this section, the term "building" shall mean a wing or major section of a building that can be completely isolated from the rest of the building with sealed non-combustible construction. The isolated portion of the building must contain exits that do not pass through the occupied portion, and ventilation systems must be physically separated and sealed at the isolation barrier. Exterior work such as roofing, flashing, siding or soffit work may be performed on occupied buildings provided proper variances are in place as required, and complete isolation of ventilation systems and windows is provided. Work must be scheduled so that classes are not disrupted by noise or visual distraction.
- L Surfaces that will be disturbed by reconstruction must have a determination made as to the presence of lead. Projects which disturb surfaces that contain lead shall have in the specifications a plan prepared by a certified Lead Risk Assessor or Supervisor which details provisions for occupant protection, worksite preparation, work methods, cleaning and clearance testing which are in general accordance with the HUD Guidelines.
- M. No smoking is allowed anywhere on school property per New York State and County law. Violators are subject to a \$1,000 fine and/or banishment from the property.
- N. Applicable codes and standards for material furnished and work installed shall include all state laws, local ordinances, requirements of governmental agencies having jurisdiction, and applicable requirements of following codes and standards, including but not limited to:
- 1. New York State Uniform Fire Prevention and Building Code, and amendments thereto.
 - 2. New York State Energy Conservation Construction Code.
 - 3. State Education Department Manual of Planning Standards.
 - 4. New York State Department of Transportation, Office of Engineering, Standard Specification, Construction and Materials, latest edition.
 - 5. Life Safety Code NFPA.
- O. Wherever in the specifications reference is made to ANSI or ASTM Standards, Federal Specifications, Consumer Product Standards, or similar recognized standards, the latest edition of the respective publishing agency in effect at the date of "Bid Issuance" shall be accepted as establishing the technical requirements for which compliance is required.

- P. The Owner shall be entitled to request of Contractor or its successor in interest adequate assurance of future performance in accordance with the terms and conditions of its agreement in the event (1) an order for relief is entered on behalf of the Contractor pursuant to Title 11 of the United States Code, (2) any other similar order is entered under any other debtor relief laws, (3) the Contractor makes a general assignment for the benefit of its creditors, or (5) a receiver is appointed on account of its insolvency. Failure to comply with such request within ten (10) days of delivery of the request shall entitle the Owner to terminate the Contract in accordance with Article 17 hereof. In all events, pending receipt of adequate assurance of performance and actual performance in accordance therewith, the Owner shall be entitled to proceed with the Contractor's work with its own forces or with other contractors on a time and material or other appropriate basis, the cost of which will be back charged against the Contractor.
- Q. The Contractor shall maintain policies of employment as follows:
 - 1. The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.
 - 2. The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

ARTICLE 17 TERMINATION OR SUSPENSION

- A. 1. The Owner may terminate the Contractor's agreement in the event the Contractor:
 - a. refuses or fails to supply sufficient skilled workers or suitable materials or equipment to complete the Work in a diligent, efficient, timely, workmanlike, skillful, and careful manner;
 - b. refuses or fails to correct deficient work performed by it;

- c. fails to make prompt payments to subcontractors for labor, materials, and/or equipment in accordance with the respective agreements between the Contractor and the Subcontractors:
- d. disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction;
- e. disregards the instructions of the Architect, Construction Manager or the Owner (when such instructions are based on the requirements of the Contract Documents);
- f. is adjudged a bankrupt or insolvent, or makes a general assignment for the benefit of Contractor's creditors, or a trustee or receiver is appointed for Contractor or for any of its property, or files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or similar laws; or
- g. breaches any warranty made by the Contractor under or pursuant to the Contract Documents.
- h. fails to furnish the Owner with assurances satisfactory to the Owner evidencing the Contractor's ability to complete the Work in compliance with all the requirements of the Contract Documents; or
- i. fails after commencement of the Work to proceed continuously with the construction and completion of the Work for more than ten (10) days, except as permitted under the Contract Documents.
- j. fails to keep the Project free from strikes, work stoppages, slowdowns, lockouts or other disruptive activity;
- k. or otherwise does not fully comply with the Contract Documents.
- 2. When any of the above reasons exists, may without prejudice to any other rights or remedies of the Owner, terminate employment of the Contractor upon three (3) days written notice and may, subject to any prior rights of the surety:
 - a. take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
 - b. take possession of materials stored off site by the Contractor;

- c. take assignments of the Contractor's subcontractors in accordance with these General Conditions;
- d. finish the Work by whatever reasonable method the Owner may deem expedient.
- 3. When the Owner terminates the Contract for one of the reasons stated in Subparagraph 1 hereof, the Contractor shall not be entitled to receive further payment until the completion of the Contractor's work. If the Owner's costs to complete the Contractor's work, including the expenses incurred by the Owner in connection with the services of the Architect, the Construction Manager and/or other consultants, exceed the contract balance remaining on the Contractor's contract, the Contractor shall be liable to the Owner for such excess costs. This provision shall survive termination of the Contractor's agreement with the Owner.
- 4. In the event a court or other tribunal issues a final determination that Owner's termination for cause was arbitrary, capricious or otherwise without cause and/or reverses Owner's termination for cause, such termination shall, without further action on the part of Owner, be converted to a termination for convenience, as set forth in (B), below.
- B. 1. In addition to the Owner's right to carry out the work of the Contractor pursuant to its agreement with the Contractor, the Owner may at any time, at will and without cause, terminate any part of the Contractor's work or all of the Contractor's remaining work for any reason whatsoever by giving three (3) days' written notice to Contractor, specifying the portion of the Contractor's work to be terminated and the effective date of termination.
- 2. Upon receipt of a notice of termination for convenience, the Contractor shall immediately, in accordance with instructions from the Owner, proceed with performance of the following duties regardless of delay in determining or adjusting amounts due under this Paragraph:
 - a. cease operation as specified in the notice;
 - b. place no further orders and enter into no further subcontracts for materials, labor, services or facilities except as necessary to complete continued portions of the Contract;
 - c. terminate all subcontracts and orders to the extent they relate to the Work terminated;
 - d. proceed to complete the performance of the remaining work on its contract which has not been so terminated; and
 - e. take actions that may be necessary, or that the Owner may direct, for

the protection and preservation of the terminated Work.

- 3. The Contractor shall continue to prosecute that portion of its work which has not been terminated by the Owner pursuant to this paragraph. If the Contractor's work is so terminated, the Owner shall not be liable to the Contractor by reason of such termination except that the Contractor shall be entitled to payment for the work it has properly executed in accordance with its agreement and prior to the effective date of termination (the basis for such payment shall be as provided in the Contract) and for costs directly related to work thereafter performed by Contractor in terminating such Work, provided such work is authorized in advance by the Architect and the Owner. No payment shall be made by Owner, however, to the extent that such work is, was, or could have been terminated under the Contractor's agreement with the Owner.
- 4. In case of a termination pursuant to this paragraph B, the Owner will issue a Construction Change Directive or authorize a Change Order, making any required adjustment to the Date of Substantial Completion and/or the sum of contract monies remaining to be paid to the Contractor. The Owner shall be credited for (1) payments previously made to the Contractor for the terminated portion of the Work, (2) claims which the Owner has against the Contractor under the Contract and (3) the value of the materials, supplies, equipment or other items that are to be disposed of by the Contractor that are part of the Contract Sum; multiplied by 15% representing the Contractor's overhead and profit.
- 5. For the remaining portions of the Contractor's work which have not been terminated pursuant to this paragraph B, the terms and conditions of the Contractor's agreement with the Owner shall remain in full force and effect.
- 6. Upon termination of the Contractor's work or a portion of the Contractor's work pursuant to this paragraph B, the Contractor shall recover as its sole remedy, payment for work which it has properly performed in connection with the terminated portion of the Work prior to the effective date of termination and for items properly and timely fabricated off the Project site, delivered and stored in accordance with the Owner's instructions. The Contractor hereby waives and forfeits all other claims for payment and damages, including, without limitation, overhead and profit related to work terminated by the Owner pursuant to this paragraph B.
- C. 1. In addition to Owner's right to suspend, delay, or interrupt Contractor from proceeding with any portion of its work pursuant to the terms and conditions of its agreement with the Owner, the Owner may at any time, at will and without cause suspend, delay, or interrupt any part of the Contractor's work or all work for any reason whatsoever for such period of time as the Owner may determine by giving three (3) days' prior written notice to Contractor, specifying that portion of the Contractor's work which is to be suspended, delayed, or interrupted, and the effective date of such suspension, delay, or interruption, as the case may be.

- 2. The Contractor shall continue to prosecute that portion of its work which has not been suspended, delayed, or interrupted, and shall properly protect and secure the portion of its work so suspended, delayed or interrupted.
- 3. The Owner shall incur no liability to Contractor by reason of such suspension, delay, or interruption except that Contractor may request an extension of its time to complete its work in accordance with Article 13 hereof.
- D. The Contractor agrees and acknowledges that payments for the work have been obtained through obligations or bonds which have been sold after public referendum. In the event the work is suspended or canceled as a result of the order of any court, agency, department entity or individual having jurisdiction, or in the event the work is suspended or canceled due to the fact that a court, agency, department, entity or individual having jurisdiction has issued an order, the result of which is that the aforesaid obligations or bonds are no longer available for payment for the work, the Contractor expressly agrees that it shall be solely entitled to payment for work accomplished until a notice of suspension or cancellation is served upon it. The Contractor expressly waives any and all rights to institute an action, claim, cause of action or similar for any damages it may suffer as a result of the suspension or cancellation of the Work and/or its contract pursuant to this section.

ARTICLE 18 CLAIMS AND DISPUTES

- A. <u>Definition</u>. A "Claim" is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of 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.
- B. <u>Time Limits on Claims</u>. Claims by the Contractor must be made within thirty (30) days after occurrence of the event giving rise to such Claim, or within thirty (30) days after the claimant first recognizes the condition giving rise to the Claim, whichever is earlier. Claims must be made by written notice. An additional Claim made after the initial Claim has been decided by the Owner will not be considered unless submitted in a timely manner. Failure of the Contractor to give timely notice of claim shall constitute waiver of the claim. Claims must be made by written notice to the Construction Manager, Architect and Owner. The responsibility to substantiate Claims shall rest with the Contractor.
- C. Pending final resolution of a Claim, unless otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

- D. Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which 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, then notice by the Contractor shall be given to the Owner and Architect promptly before conditions are disturbed and in no event later than five (5) days after first observance of the conditions; and, (3) in the case of a condition at the site which involves a hazardous or toxic substance, as those terms are defined by OSHA or AHERA, notice to the Owner, the Construction Manager and the Architect shall be given immediately upon discovery of such hazardous or toxic substance. The Architect, and/or Construction Manager will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall so notify the Contractor in writing, stating the reasons.
- E. <u>Claims for Additional Cost.</u> If the Contractor wishes to make Claim for an increase in the Contract Sum as a result of a Change in the Work pursuant to Article 8 of these General Conditions, written notice as provided in this Article 18 shall be given before proceeding to execute the Work.
- F. <u>Claims for Additional Time.</u> If the Contractor wishes to make Claim for an increase in the Contract Time, the Contractor shall comply with the requirements set forth in Article 13.
- G. Nothing contained in the Contract Documents shall relieve a Contractor from compliance with any statutory requirement, including, but not limited to those contained in Education Law Section 3813.

ARTICLE 19 MISCELLANEOUS PROVISIONS

- A. The agreement between the Owner and the Contractor shall be governed by the law of the place where the project is located; venue to be in the County in which the project is located.
- B. Historical lack of enforcement of any law, local or otherwise, shall not constitute a waiver of Contractor's responsibility for compliance with such law in a manner consistent with its agreement with the Owner unless and until the Contractor has received written consent for the waiver of such compliance from the Owner and the Agency responsible for the enforcement of such law.

- C. All notices to be given hereunder shall be in writing and may be given, served, or made (1) by depositing the same for first class mail delivery in the United Stated mail addressed to the authorized representative of the party to be notified; (2) by depositing the same in the United Stated mail addressed to the authorized representative of the party to be notified, postpaid and registered or certified with return receipt requested; (3) by depositing the same for overnight delivery (prepaid by or billed to the party giving notice) with the United States Postal Service or other nationally recognized overnight delivery service addressed to the authorized representative of the party to be notified; or (4) by delivering the same in person to the said authorized representative of such party. Notice deposited in the mail by certified mail or overnight delivery in accordance with the provisions hereof shall be effective from and after the fourth (4th) day next following the date postmarked on the envelope containing such notice, or when actually received, whichever is earlier. All notices to be given to the parties hereto shall be sent to or made at the addresses set forth hereinbelow. By giving the other parties at least seven (7) days' written notice thereof, the parties hereto shall have the right to change their respective addresses and specify as their respective addresses for the purposes hereof any other address in the United States of America.
- D. Except as expressly provided in the agreement between the Owner and the Contractor, duties and obligations imposed by such agreement 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, or in equity or by other agreement, and such rights and remedies shall survive acceptance of the Contractor's work and/or any other termination of the Contractor's agreement with the Owner.
- E. 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 in writing.

- F. The headings denoting the separately numbered Articles of these General Conditions are specifically set forth for reference purposes only and are not in any way to be deemed explanatory of or limiting of the contents of any paragraph or subparagraph. Furthermore, said headings are not to be deemed part of this Agreement for purposes of interpretation, litigation or as defining or limiting the rights or obligations of the parties.
- G. In case any provision of this Agreement should be held to be contrary to, or invalid, under the law of any country, state or other jurisdiction, such illegality or invalidity, shall not affect in any way, any other provisions hereof, all of which shall continue, nevertheless, in full force and effect in any country, state or jurisdiction in which such provision is legal and valid.
- H. The rights stated in these General Conditions and the documents which form the agreement between the Owner and the Contractor are cumulative and not in limitation of any rights of the Owner at law or in equity.
- I. The Owner shall not be responsible for damages or for loss of anticipated profits on work not performed on account of any termination of the Contractor by the Owner or by virtue of the Owner's exercise of its right to take over the Contractor's work pursuant to its agreement with the Contractor.
- J. The Owner shall not be liable to the Contractor for punitive damages on account of any its termination of the Contractor or any other alleged breach of the agreement between it and the Contractor and the Contractor hereby expressly waives its right to claim such damages against the Owner.
- K. The Contractor hereby expressly waives any rights it may have in law or in equity to lost bonding capacity as a result of any of the actions of the Owner, the Architect or the Construction Manager taken in connection with the Contractor's work on the Project.
- L. Upon determination by legal means (e.g. court action, etc.) that termination of Contractor pursuant to Article 17.A.1 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to Article 17.B.1 and Contractor's remedy for such termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Article 17.B.1.

M. As between the Owner and Contractor:

1. Before Substantial Completion. As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;

- 2. Between Substantial Completion and Final Certificate for Payment. As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment; and
- 3. After Final Certificate for Payment. As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to warranties provided in accordance with its agreement with the Owner, the date of any correction of work performed by the Contractor or failure to correct its work, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last.
- N. 1. The Owner may occupy or use any completed or partially completed portion of the Contractor's work at any stage when such occupancy is authorized by public authorities having jurisdiction over the project.
- 2. Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of the Contractor's work, nor does it waive the Owner's right to liquidated damages. Further such occupancy alone shall not determine when substantial completion and performance has been reached
- 3. 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 Contractor's work, and in order to prepare a complete punchlist of omissions of materials, faulty workmanship, or any items to be repaired, torn out or replaced.
- O. The Contractor agrees not to assign, transfer, convey or sublet or otherwise dispose of this Contract or his right, title and interest therein or his power to execute such Contract, to any other person, firm or corporation without the previous consent in writing of the Owner.
- P. The Owner is a tax exempt organization and will take title to materials used in the Project in order to permit tax exemption.
- Q. The Owner will furnish a certificate with the Owner's Tax Exemption Number to the Contractor for use in purchasing tangible personal property required for the Project.

- R. This exemption shall not apply to machinery, equipment, tools, and other items purchased, leased, rented, or otherwise acquired for the Contractor's use even though the machinery, equipment, tools or other items are used either in part or entirely on the Work. This exemption shall apply only to materials fully incorporated into the Work of the Contract as accepted and approved by the Architect.
- S. The Contractor shall, upon request by the Owner, furnish a bill of sale or other instrument indicating the quantities and types of materials purchased directly by the Contractor or subcontractor for incorporation into the Work. Upon delivery of the materials to the site, the Contractor shall mark or otherwise identify the materials to be incorporated into the Work. This exemption shall apply only to materials so identified and accepted.

END OF GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

SPECIAL PROVISIONS

These Special Provisions are in addition to the Plans, Specifications and the other Contract Documents and shall be part of this Agreement between the Owner and the Contractor. All references to "This Prime Contractor", "This Contractor" or "Contractor" refer to the **Prime Contract General Contractor (PCGC) which includes Plumbing Contractor, Mechanical Contractor, and Electrical Contractor.** In cases of contradictions, the most stringent Provision shall govern.

General Requirements for Each Prime Contractor

I. General

- 1. All dates, durations, etc. defined herein shall be in business days.
- 2. Except for the basic building permit, each Prime Contractor's price shall include all fees and other costs for securing and maintaining (by the Prime Contractors or their subcontractors) for the life of the job; all permits, PE licenses, connection fees, inspections, etc., applicable to, or customarily secured for the Work. This provision includes any applications and/or permits to be issued by utility companies in the name of the Prime Contractor, or the Owner, as required for the Work. Originals of all permits are to be issued in the name of the Prime Contractor as required for the Work. The Prime Contractor shall furnish the Construction Manager with original copies of all permits prior to the commencement of the Work, and, shall prominently display a copy of all permits at a location agreed to with the Construction Manager.
- 3. One week after Notice to Proceed (NTP), each Prime Contractor shall provide two copies of a video taped recording of all existing conditions to the Construction Manager. This taping shall provide a record of all-existing buildings, grounds, exterior conditions and interior conditions. The Contractor shall schedule a representative of both the Owner and the Construction Manager to be present at this taping. In the absence of this record, the Prime Contractor shall be responsible for paying the costs associated with any and all repairs or replacements of existing materials and/ or conditions that were damaged in an area where the Prime Contractor is working or has worked, as may be deemed necessary by the Owner or the Construction Manager.
- 4. Each Prime Contractor is responsible for providing the required mock-ups defined by the Contract Documents out of sequence as needed by the Architect.
- Each Prime Contractor is responsible for providing all required Engineered material calculations as defined by the contract documents.
- 6. Each Prime Contractor shall provide drinking water for his own employees.
- 7. On Site Communications. Each Prime Contractor shall provide, or otherwise see that, the project manager, or site managers, and/or responsible workers of each Prime Contractor and major subcontractor are equipped with cellular phones for the purpose of staying in contact with for the Construction Manager.
- 8. Each Prime Contractor shall include in his base price the cost of all rigging and equipment required for the performance and installation of the Work.

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- 9. Each Prime Contractor shall cooperate with separate Contractors for any separate Contracts the White Plains City School District may award.
- 10. The Project will be constructed as a Single Prime Bid contracting agreement. Single Prime Contractor Bid, therefore the bidder must include with his bid the name and amount for all sub contract work in a sealed envelope with their bid, labeled 'Sub-Contractors'. The envelope will not be opened at the Bid Opening.

II. Schedule

- 1. All Contractors are to recognize that the Project Schedule is of critical importance to the Owner. All aspects of construction must reflect a 'time is of the essence' construction strategy. The attached 'Bid Schedules' serves as a guide of critical milestone dates to the Project. Failure to meet intermediate milestone dates will jeopardize the overall Project Schedule. This failure will mandate Contractor(s) to, increase staff, work overtime, or use other means to recover time, at the costs of those Contractor(s) responsible for such delays. In addition, all costs due to delays in completion of the Work, which require additional Custodial Overtime, Construction Management services, Architectural services, and Engineering services beyond the Work duration in the Bid Schedule, shall be borne by Contractor(s) responsible for delays.
- 2. Each contractor, prior to being awarded the contract shall prepare and submit a Preliminary Master Project Schedule for their Work. Within three (3) weeks of NTP all Prime Contractors will provide a coordinated Draft master schedule. Each Prime's Project Schedule are to reflect all requirements for submittals, material and equipment procurement, material stockpiling, setting up Contractor's staging area and surveying of existing conditions. These Schedules, reflecting the critical milestone dates established by the attached 'Bid Schedule', are to be coordinated and shall be inclusive of other Prime Contractor's activity. The "Final" agreed upon overall schedule of work shall be developed and maintained by the Prime Contractor for General Construction in conjunction with the Construction Manager utilizing each Prime Contractor's Preliminary and updated Schedule(s). Specific relationships between Contractors, sequencing of activities, phasing, and critical "ties" of coordinated Work must be detailed on the Project Schedule. All Contractors shall utilize "Sure Track Project Manager 3.0-" as produced by Primavera Systems, Inc., -or- equal platform producing Gant Style Scheduling.
- 3. All Prime Contractors shall review the completed "Final" detailed construction schedule and acknowledge their acceptance of this schedule by signing a copy to be kept on record by the Construction Manager. This agreed upon schedule must incorporate all milestone dates and shall be established within five (5) weeks of Notice to Proceed.
- 4. The Prime Contractor for General Construction shall update the detailed construction schedule with the Construction Manager and issue copies to the other Sub-Contractors, the Owner, Construction Manager, and the Architect monthly. Each Sub-Contractor shall provide the Prime Contractor for General Construction with all information necessary to provide these updates.
- 5. Each Prime Contractor is to submit a schedule of projected fabrication on long lead items (items requiring four weeks and over to fabricate) three weeks after Notice to Proceed. Progress/Status reports on fabrication to be submitted to the Construction Manager every two weeks. 'Rate of Change' chart and marked up shop drawings to be included in these reports.

- 6. The Prime Contractors shall be responsible for coordinating and expediting their fabrication and delivery schedules and keeping the Construction Manager informed as to their progress and their anticipated ability to stay on schedule. Should it become necessary (in the opinion of the Construction Manager) to supplement the Prime Contractor's expediting efforts in order to maintain job progress, the Construction Manager may elect to charge all costs incurred to said Prime Contractor.
- 7. In the event that Owner makes special arrangements to open a building at the request of a Contractor and the Contractor does not show, the Prime Contractor shall pay the Owner all costs incurred. All parties agree that any action taken to enforce this requirement shall not be construed by any Prime Contractor or its subcontractors/suppliers, as a reason for a claim (for either time or money) for delay to the Work or to the Prime Contractor, its subcontractors, or suppliers.
- 8. The Owner shall take partial occupancy of the building additions and renovated spaces in accordance with the dates established by the Bid Schedule and the Special Provisions. The Contractors shall perform all Work necessary to maintain the Owner's move-in and occupancy schedule.
- 9. The Contractors shall include in their base price, all out of sequence Work and any Work required to be performed during overtime hours or non-working hours necessary to maintain the Master Schedule, the Prime Contractors' project schedule, or, the Owner's move-in schedule.

Milestone Requirements

Submittal Priorities

The following submittal dates (in calendar days) are critical to allow for proper fabrication timeframes to insure timely completion of the project to meet the attached bid schedule. A complete listing of all submittal requirements is located in "Section 01300 Submissions", which shall be accompanied by each division's specific submittal requirements.

Major General Construction Submittals

| Scaffolding and/or Stair tower-(may require PE Stamp) | 15 days from Notice to Proceed |
|---|--------------------------------|
| Bracing/Shoring-(may require PE Stamp) | 15 days from Notice to Proceed |
| Foundation Shop Drawings | 15 days from Notice to Proceed |
| Rebar/Reinforcing Shop Drawings | 15 days from Notice to Proceed |
| Structural Steel/Decking | 15 days from Notice to Proceed |
| Masonry Submittals/Shop Drawings | 15 days from Notice to Proceed |
| Stormwater/Sanitary | 15 days from Notice to Proceed |
| Doors/Hardware | 15 days from Notice to Proceed |
| Windows/Openings | 15 days from Notice to Proceed |
| Storefront | 15 days from Notice to Proceed |
| Waterproofing | 15 days from Notice to Proceed |
| Louvers | 15 days from Notice to Proceed |
| Interior Finishes | 20 days from Notice to Proceed |
| Display Cases/Cabinets/ Equipment | 20 days from Notice to Proceed |
| Casework | 20 days from Notice to Proceed |
| All remaining Submittals with-in | 20 days from Notice to Proceed |

Major Roofing Construction Submittals

| Roofing/Tapered Shop Drawings | 10 days from Notice to Proceed |
|---------------------------------|--------------------------------|
| Roofing | 10 days from Notice to Proceed |
| Mechanical Curbs | 10 days from Notice to Proceed |
| Misc. Structural Steel | 15 days from Notice to Proceed |
| All remaining Submittal with-in | 20 days from Notice to Proceed |

Major Plumbing Equipment

| All remaining Submittals with-in | 20 days from Notice to Proceed |
|--|--------------------------------|
| Sprinkler Piping, Accessories, and Equipment | 15 days from Notice to Proceed |
| Plumbing Fixtures | 15 days from Notice to Proceed |
| Plumbing Equipment | 15 days from Notice to Proceed |

Major HVAC Equipment

| All remaining Submittals with-in | 20 days from Notice to Proceed |
|-----------------------------------|--------------------------------|
| Hot/Chilled Piping and Enclosures | 20 days from Notice to Proceed |
| Controls | 20 days from Notice to Proceed |
| Equipment | 20 days from Notice to Proceed |
| Duct Work | 15 days from Notice to Proceed |

Major Electrical Equipment

| Service Equipment | 15 days from Notice to Proceed |
|---------------------------------|--------------------------------|
| Fire Alarm | 15 days from Notice to Proceed |
| Public Address/Intercom | 15 days from Notice to Proceed |
| Security | 15 days from Notice to Proceed |
| Technology | 15 days from Notice to Proceed |
| Light Fixtures | 15 days from Notice to Proceed |
| All remaining Submittal with-in | 20 days from Notice to Proceed |

Construction Milestones

All Prime Contractors

Special consideration should be made to the requirements of the project bid schedule attached in the Specifications. Prime Contractors will be required to man each contract to meet the milestone dates indicated below and/or in the contract bid schedule. All costs should be included in the bid for working multiple shifts, nights, weekends, and holidays to complete each phase of the project.

Time frames indicated, show milestone dates required to be met by all Prime Contractors. These areas, once completed, will be punch-listed and given partial occupancy for the Owner to occupy. Occupying these areas is critical to the Owner. If said dates are not met Liquidated Damages may be assessed and back-charged to the responsible Contractor.

Key Milestone Dates/Construction Schedule

Bidding and Award of Contracts

Bid Period
 Last Day to Submit RFI:
 Bid Opening:
 October 28, 2024 – November 20, 2024
 Wednesday November 13, 2024 @ 1:00pm
 Wednesday November 20, 2024 @ 10:00am

Ed House 5 Homeside Lane, White Plains, NY 10605

- Bid Qualification Review and Scoping Review Meetings November 21-27, 2024
- BOE Award December 9, 2024 if there are any delays with completing the Bid Qualification Review and Scope Review Meetings then award would be delayed until January 13, 2025
- Contractor access in schools to perform investigations and measurements
 - After School Hours
 - Holidays / Recess
 - Winter Recess; Tuesday February 18-21 (Monday Feb 17 schools closed)
 - Spring Recess; Monday April 14-17 (Friday April 18 schools closed)

Last day of Classes
 Friday, June 27, 2025

- Abatement
 - o Between July 1st -July 8th
 - Clearance and Demobilizations by July 8th
- Construction Start Monday, June 30, 2025

Kitchen Servery and Library ready for

equipment, casework and furniture installation Friday, August 15, 2025

Construction Substantial Completion
 Friday August 22, 2025

• Final Completion (30 days after Substantial Completion) September 21, 2025

SCHOOL OPERATIONS & CONTRACTOR WORK HOURS

This project will affect many areas, which in some cases will remain in operation during construction. During the school session all contract work not effecting the District's Operation may be performed weekdays during the hours of 7:00 am and 4:00 pm. All contract work effecting the Operation of the School must be performed on an after-hours schedule, weekends or school holidays.

Each Prime Contractor may work Saturday & Sundays to make up for lost time (Saturday/Sunday work will be required if necessary to meet deadline) with prior approval from the Owner and after Contractor has verified allowable working hours by town ordinance.

Due to extreme traffic congestion associated with student car and bus transportation, deliveries to any area of the project WILL NOT be allowed during school days from 7:10 a.m. to 7:45 a.m. and 2:00 p.m. to 2:45 p.m.

All Contractors will provide in their base bid (15) fifteen "black out days", per school year, to the construction schedule where no work can take place due to state testing. These dates will be determined by the District and have been incorporated into the milestone dates indicated in the attached bid schedule. Blackout dates for testing will only be required for trades with work that will take place during the academic school year (September 1st- July 1st).

III. SAFETY / LOGISTICS/STORAGE

- Two weeks after the receipt of the Notice to Proceed, the Prime Contractor for General Construction shall provide a Site Safety/Logistics Plan to the Construction Manager. The site logistics plan should minimally include locations of the eight-foot high temporary fence, traffic plans for deliveries and removals, refuse container locations, crane locations, pick locations, boom radius, and lift locations. This plan shall also show the location of all staging and storage areas, non-rated and fire-rated partitions used to separate construction and school areas, made with plywood and/or gypsum wallboard, etc. The logistical information represented by the construction documents shall serve as a minimal guide.
- 2. Each prime contractor is to submit their corporate safety policy, project site specific, (2) weeks after notice to proceed. Plan to minimally meet OSHA standards. Each Prime Contractor shall make the participation of their subcontractors in this program mandatory. These Safety Programs should be a detailed Company Policy defining the specifics as to how a safe work environment shall be maintained
- 3. Each Prime Contractor and Sub Contractors shall schedule weekly safety meetings (Job Site Safety Talks) and submit meeting minutes indicating attendees and topics to the Construction Manager.
- 4. Each Prime Contractor is to identify in writing to the Construction Manager their "OSHA Competent Person Regarding Safety" Definition. "Competent person" means one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.
- 5. All flagmen required for deliveries to the site are to be furnished by the Prime Contractor responsible for the delivery. Any and all deliveries crossing the site or student traffic areas shall be escorted by flagmen. All flagmen shall wear orange vests. All deliveries shall be scheduled and coordinated with the Construction Manager and the Owner. Delivery blackout periods for bus traffic interference shall be established with the Construction Manager.
- 6. Smoking, firearms, alcoholic beverages, and indecent photography are expressly prohibited on all school properties. All persons representing Contractors, subcontractors or suppliers shall wear shirts, long pants and other proper attire while on school property. All persons representing Contractors, subcontractors or suppliers shall conduct themselves in a professional manner consistent with the rules and policies of The School District, and the New York State Education Department while on school property or otherwise representing this project.
- Each Prime Contractor will ensure that all their employees, while on school property, will wear hard hats, high visibility vests, and ID badges at all times. Anyone on site without this safety gear will be escorted off school property.
- Each Prime Contractor will ensure that every employee working on this project has completed a 10-hour OSHA training course. Any worker that cannot present a 10-hour OASHA safety-training card will be escorted off the property.
- Food truck vendors for Construction Workers will only be allowed on school property with prior authorization from the School District. The District may allow or discontinue food vendor truck service at any time for any reason.
- Identification Badges. Each Prime Contractor will provide an ID badge for each of their field personnel
 and their Sub-Contractor field personel prior to coming on school property. All workmen shall display the

- badge on their person while on site, and at all times. Failure to wear identification badge at all times will result in the immediate removal from the jobsite.
- 11. Each Prime Contractor is responsible for their own storage and personnel trailers at each site. Each Contractor will be required to supply man trailers and storage box trailers as required. All costs related to its delivery, construction, protection, power, etc. is borne by the individual Contractors utilizing space. The Owner WILL NOT PROVIDE STORAGE SPACE. The placement of these trailers will be strictly limited to predetermined locations. Approval of the placement of any trailer or storage box must be received from the Construction Manager.
- 12. The parking for construction personnel shall be limited to designated parking areas only. Failure to abide by this rule will result in towing of cars at the expense of the Prime Contractor whom employs the individual.
- 13. All delivery vehicles/trucks/machinery/etc. permitted on site, must be equipped with back-up alarms and enter through the designated access points. Failure to demonstrate this ability will result in cancellation of delivery or stoppage of work. All delays associated with this cancellation will be the responsibility of the Prime Contractor responsible for the delivery involved.
- 14. All temporary construction site fences installed by any Prime Contractor shall be installed with a tightly woven, blind screen mesh. This mesh is to be installed on the "construction" side of the fence. The General Contractor will maintain all fencing daily and lock gates at the end of the day.
- 15. All crane picks, material delivery, etc. must be coordinated so as not to lift over any occupied area of the building. If absolutely necessary, this work shall be done on off hours to insure the safety of the building occupants. Crane location must be carefully chosen to insure the safety of building occupants. Crane pick must also not be conducted during academic hours within 20' of an occupied building.
- 16. The Owner or Construction Manager reserves the right to have all hoisting equipment periodically inspected by an independent inspector whose findings will be binding. The Prime Contractor at its own expense must make corrections before continuing work. The Owner or Construction Manager will not assume any responsibility for the safe operation of any hoisting equipment by exercising this right. Each Prime Contractor or Sub Contractor shall cooperate with the inspector by allowing time for the inspection. The Prime Contractor shall be notified 24 hours prior to the time of the inspection. These inspections do not release the Prime Contractor of their responsibility to provide all engineering, permits, and inspections as required by OSHA or the SED prior to use of any hoisting equipment.
- 17. All vehicular traffic (personal vehicles, trucks, equipment, deliveries, etc.) are to use the designated entrances as outlined on the Logistics Drawings. Access by other routes is to be on exception basis only.

IV. SUBMITTALS

- 1. Each copy of each submittal shall have attached as the cover page the "Submittal Cover Sheet". All information requested in "Section 01 33 00 Submittal Requirements" shall be provided by the respective Contractor. Submittals will be returned without review if the cover sheet is not accurately completed.
- 2. Each Prime Contractor shall generate a complete "Submittal Log" within one calendar week of the Notice to Proceed. This log is to list all required submittals specific to your trade as detailed in the Project Manual/Specs. See enclosed form for your use. "ROJ" stands for Required on Job to assist your judgment of

the time gap between submission, Architect review, fabrication/procurement and on-site need for putting the work item into place.

- 3. Each Prime Contractor shall review all submissions for completeness. Each Prime Contractor is responsible to stamp all shop drawings prior to submission to the Architect. The Architect will not review any shop drawings unless first reviewed by said Contractor. Bundle similar material submissions for proper review. Use the Architects Submittal cover sheet located in the Specifications
- 4. All submissions shall be sent electronically to the Architect. Submittals will be processed and stored electronically, with access available to all Prime Contractors for coordination.
- 5. Each Prime Contractor shall provide one transmittal for each submission package identifying each unique submission individually. For each submittal with the submission package, the Prime Contractor shall identify the length of the delivery time and the necessary "last date" an item may be received on site. Each Prime Contractor shall keep a log of all submissions in a manner prescribed by the Construction Manager and the attached form. Minimally, the Contractor shall update this submittal log biweekly and provide a copy to the Construction Manager for review and information.
- 6. Each Prime Contractor shall copy the Construction Manager's Project Manager on all transmittals, correspondence, RFI's and any other documents sent to the Architect, his consultants or the Owner.
- 7. At the direction of the Construction Manager, the Prime Contractor shall provide copies of either document and/or data files for any requested document on one of the following programs: Microsoft Word, Microsoft Excel, or Primavera's SureTrack Project Manager 2.0 scheduling program.

V. LINE, LEVELS & GRADE

- 1. The Prime Contractor for General Construction shall establish a baseline and benchmark system for each building addition, area of renovation or component. This survey work shall be completed by a licensed professional surveyor. The surveyor(s) employed to establish this system or to extend and maintain an existing benchmark system for the work of other trades shall not have less than five years' experience in performing construction surveys similar to the work they will perform for this project. The other Prime Contractors and their subcontractors shall be responsible for extending these lines, levels and grades, and for performing all layouts for their own work. Each Prime Contractor is solely responsible for any damage or loss due to incorrect extension of lines, level or grades in their layout. Each Prime Contractor and their subcontractors shall be responsible for the accuracy with respect to the layout of their work. Any discrepancies or errors in the drawings, perceived by a Prime Contractor or subcontractor, shall be immediately reported to the Construction Manager and Architect. If any corrections are necessary, they shall be executed in accordance with procedures approved by the Construction Manager.
- 2. Each Prime Contractor and their subcontractors shall be responsible to offset, or to protect, their markings from anything that may disturb them.
- 3. The Prime General Construction Contractor and all other Contracts will build to existing conditions of the site and joining buildings. To confirm line, level and grade, the Prime General Construction Contractor will employ a licensed NYS surveyor by the end of the project and produce an 'As-Built' drawing including final elevations and boundaries of any structural or earth modifications.
- 4. In addition to the General Construction Trade, the Site Contractor will be required to hire a NYS Licensed Surveyor to perform existing and finish grade surveys at the new athletic field. The hired surveyor is to follow the same guidelines mention in paragraphs 1-3 of this section.

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VI. MANAGEMENT OF WORK

- Each Prime Contractor shall employ (from one week after Notice to Proceed until punch-list and closeout are complete) at a minimum a full time Project Manager and full time on Site Super. The Project Manager and Site Super shall represent the Prime Contractor. All communications given to the Project Manager or Site Super either verbal or written shall be as binding as if given to the Prime Contractor. Important communications shall be so confirmed in writing.
- 2. Each Prime Contractor shall provide copies of their daily construction reports to the Construction Manager's Field Superintendent. These reports shall be submitted no later than 10:00am the following workday. The daily reports shall provide detailed information concerning the Prime Contractors' activities and operation only. Daily Construction Reports to the owners' representative detailing manpower and work activities on site. A "Daily Construction" form is attached and shall be used for reporting these said activities. In addition, the Contractors are to submit Two Week Look Ahead schedules at every construction meeting which describes coming work in detail. A "Two Week Look a Head" form is also attached and shall be used to report said activities
- 3. Each Prime Contractor shall have responsible representation at the <u>MANDATORY</u> weekly job meetings held at the Construction Manager's job office from notice to proceed thru close out. These meetings will be held to arrange for a satisfactory coordination of all building trades so as not to impede job progress. Prime Contractors or subcontractors who fail to attend the meetings will be back-charged \$500.00 per each occurrence.
- 4. Each Prime Contractor shall submit two-week look ahead schedules identifying the anticipated activity, and material needs for all of the work scheduled to be formed by the Prime Contractor and his subcontractors for the identified time period. The Prime Contractor shall keep this schedule current and provide a biweekly report to the Construction Manager concerning the actual performance and activity compared to the two-week look ahead.
- 5. The MEP Coordination shall follow the guidelines stated below:
 - a. Each Prime Contractor shall have sufficient responsible representatives at mechanical/electrical/plumbing coordination meetings held at a location to be determined. These meetings shall be held as frequently as required by the Construction Manager or any other Prime Contractor. The General Construction Prime Contractor shall also include a representative at these meetings.
 - b. All Contractors are expected to jointly produce coordination drawings. Prime Contractors are to first submit their respective shop drawings for approval, to the Owner's Architect and Engineers in order to make any necessary changes prior to going through the coordination process. The HVAC Contractor shall provide black line mylars showing all of the approved ductwork. The HVAC Contractor shall locate on these mylars all piping in orange pencil lines. The Plumbing Contractor shall locate the plumbing lines on these mylars in blue pencil lines. The Electrical Contractor shall indicate conduit runs in green pencil lines. The General Contractor will have the last coordination review. As each coordination drawing is completed, Contractors are to meet with the Owner's Representative and the Architect to review and resolve all identified conflicts on the coordination drawings. Note: for areas without HVAC work, the Mechanical Prime shall provide the necessary mylars with black line. All coordination meetings will be held at the Construction Manager's office.

- c. It is the responsibility of the Prime Contractor for General Construction to coordinate all points of entry through the foundations, slab penetrations, sleeves, roof openings and penetrations, wall openings and penetrations etc. with the work of all other Contractors, including but not limited to M. E. P. Primes, kitchen equipment, casework and casework accessories.
- d. It is the responsibility of each Prime Contractor to coordinate with the architectural details and elements, such as soffits, variations in ceiling height and materials, fire/smoke partitions or barriers, folding partition, doors, lockers, and any other general construction items that impact the space above the ceiling or otherwise requiring light framing and/or miscellaneous support or bracing.
- 6. If any Prime Contractor fails to keep the site safe and clean within four hours of being notified by the Construction Manager either verbally or in writing, the Construction Manager will have this work performed and back charged to the appropriate Prime Contractor at prevailing overtime rates plus 15%. Notice to field personnel is deemed notice to this Prime Contractor.
- 7. Dust and fume control is essential to the reduction of health risks to the surrounding personnel. Methods of dust control shall include but not be limited to the following:
 - a. Adequate ventilation, including negative air equipment and separation of areas in place during all times of demolition and as necessary during construction to prevent dust from leaving the construction work area into a cleaned area.
 - b. Wetting down.
 - c. Keeping bags of insulating materials, cement, etc. closed.
 - d. Controlled mixing of materials under field conditions.
 - e. Special attention should be utilized in sawing of insulation and certain acoustical materials and storage of materials.
 - f. Job housekeeping must be maintained.
 - g. Advising all personnel of hazardous conditions, including supervisors and workmen.
 - h. <u>Each Prime Contractor shall be responsible for instituting the above policies to insure minimal impact to surrounding occupied areas.</u>
- 8. Each Prime Contractor shall confine operations on the premises to areas designated by the Construction Manager and permitted by law, ordinances, permits and the Contract Documents, and shall not unreasonably encumber the Premises with any materials or equipment. The Prime Contractor shall coordinate all of his operations with, and secure approval from, the Construction Manager, before using any portion of the Premises. Field personnel are to be confined to the work area assigned.
- 9. Where material is specified to be furnished by others or furnished and delivered only, the Prime Contractor installing the material shall be responsible for scheduling the delivery and receiving, unloading, storing, handling, relocating, hoisting, distribution, laying out and installing this material. Upon receipt by the Prime Contractor installing the material, risk of loss and damage shall be borne by that Contractor.
- 10. All Prime Contractors and their subcontractors shall allow sufficient time to inspect and accept the work of the previous Contractors. Should any discrepancies be discovered, The Construction Manager shall be notified sufficiently in advance so that corrective action can be agreed to and taken (by all necessary parties) without affecting the progress of any Contractor or the work.

- 11. All Prime Contractors are advised to exert utmost care and diligence when working in or near any existing buildings or site work which is to remain. The absence of protection around such items shall not excuse the Prime Contractor from his liability to provide protection. Any damages to the existing buildings, sitework or facilities shall be repaired and expensed to the responsible Prime Contractor.
- 12. Each Prime Contractor shall be solely responsible to remove and replace the existing ceiling tiles and grid in areas of the existing building where their work is required but new ceilings are not scheduled. In the event that the existing ceilings are damaged and cannot be replaced to the satisfaction of the Owner, the responsible Prime Contractor shall be solely responsible for replacing, in kind, the existing ceilings with new tile and grid. A qualified Contractor, acceptable to the Owner, shall perform all ceiling replacements.
- 13. All disconnect and/or tie-in work involving any utilities that would interfere with the ongoing operations of the Owner shall be completed on an after-hours basis. The performance of this work shall be projected on the required schedules and the Owners Representative is to be notified at least forty-eight hours in advance of commencing with this work. All overtime and standby personnel necessary to complete these tie-ins shall be the responsibility of the Prime Contractor performing the work.
- 14. At the same time the Prime Contractor submits their Insurance Certificate they shall also submit to the Construction Manager the labor rates of each category of labor for which he or his subcontractors shall employ (either directly or indirectly). This information shall be itemized in the format shown below.

| | I | | | | |
|----------------------|-----|----------------|------|------|------|
| Contractor's Name | | | | | |
| Contractor's Address | | | | | |
| Contractor's Office | | | | | |
| Phone | | | | | |
| Contractor's Fax | | | | | |
| Number | | | | | |
| Contractor's Email | | | | | |
| Address | | | | | |
| | Lab | or Rate Breakd | lown | | |
| Worker's Title | | Journey | 1.5 | Fore | 1.5 |
| | | man | Rate | man | Rate |
| Base Hourly Rate | | | | | |
| Payroll Tax & | % | | | | |
| Insurance: | Per | | | | |
| | Hr | | | | |
| FICA | | | | | |
| Federal | | | | | |
| Unemployment | | | | | |
| State | | | | | |
| Workers | | | | | |
| Compensation | | | | | |
| Disability | | | | | |
| Other (Explanation | | | | | |
| Other (Explanation | | | | | |

| Subtotal | | | |
|---------------------------------|-----------------|--|--|
| Benefits: | \$ Per Hr | | |
| Vacation | | | |
| Health & Welfare | | | |
| Pension | | | |
| Annuity | | | |
| 401K Fund | | | |
| Other (Explanation Required) | | | |
| Other (Explanation Required) | | | |
| Subtotal | | | |
| Hourly Labor Rate | | | |

VII. REQUEST FOR INFORMATION (RFIs)

1. Please refer to the specifications for Construction Phase Clarifications-Request For Information from Architect's Office" for a complete explanation of the process and copy of RFI form.

VIII. TESTING/INSPECTIONS

- If the Architect or Owner determines that any work requires special inspection, testing or approval the Owner's Representative will instruct the Prime Contractor of such special inspection, or testing. If such special inspection or testing reveals a failure of the work to comply with the requirements of the Contract Documents, the Prime Contractor shall bear all costs thereof, including compensation for the Architect's and Owner's Representative's.
- 2. Contractor shall furnish incidental labor to:
 - a. Provide access to the work to be tested, sampled, and inspected.
 - b. Obtain and handle samples at the project site or at the source of the product to be tested.
 - c. Facilitate inspections, samplings and tests.
 - d. Coordinate with the Owners Rep and testing lab and submit schedule of required tests one week in advance.
 - e. Coordinate inspections
- 3. As they relate to the timely prosecution of the work, all Prime Contractors shall coordinate independent testing and inspections. If any Prime Contractor fails to coordinate such inspections and additional costs are incurred to the Owner, the Prime Contractor will be responsible for that inspection cost.

4. The following is a list of intended inspections:

- a. Soil bearing, sub-grade inspection and/or compaction
- b. Concrete field and plant testing & rebar placement
- c. Masonry or stone field inspection, mortar sampling, reinforcement placement inspection
- d. Structural steel field welding, bolting, connections, and metal deck

- e. Asphalt and sub-base inspection
- f. Soil compaction, density and sieve analysis testing, soil bearing
- g. Water and air infiltration for windows
- h. Roofing, flashing, waterproofing
- i. Under slab plumbing work
- j. Firestopping
- k. Fireproofing
- I. Asbestos air monitoring
- 5. All material and constructability testing costs will be paid by the <u>General Construction Prime</u> as a part of his bid, associated with work as a part of his contract. <u>This is with exception to environmental testing</u> which will be paid by the Owner for Asbestos abatements.
- **6.** Architect and Owner's Representative shall be notified forty-eight hours prior to the need of testing, in the event the Contractor does not give proper notification and the work is done with no test, that Contractor will bear all costs for such tests.

IX. CHANGES TO THE WORK

- 1. Refer to the General Conditions for additional information pertaining to this subject.
- 2. All change proposals for extra work by the Prime Contractors shall be submitted to the Construction Manager, with a complete labor and material breakdown and on the basis of net difference in quantities. The Owner reserves the right to request adequate back up such as invoices, subcontractor quotes, etc., to substantiate the change order cost. Current labor rates for all trades are to be submitted to the Construction Manager by the respective Prime Contractors at the first scheduled job meeting. When both additions and deductions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of net increase or decrease. All change requests shall include the following breakdown:
 - a. Materials (itemized breakdown)
 - b. Labor (itemized breakdown)
 - c. Insurance
 - d. Subtotal
 - e. Overhead 10%
 - f. Subtotal
 - g. Subcontractor work (same as above, subcontractor O & P 10%)
 - h. Subtotal
 - i. Profit 5%
 - j. Subtotal
 - **k.** Rental of equipment (itemized breakdown)
 - I. Bond charges 2%
 - m. Total change order

X. SCHEDULE OF VALUES/PAYMENTS

- Within one week after Notice to Proceed, the Prime Contractor shall submit a detailed billing breakdown on the AIA G702/ G703 form for approval by Construction Manager. No payments will be made until such billing breakdown is approved.
- 2. The schedule of values will be reviewed and adjusted if necessary. Once approved, the schedule of values is to be used for the AIA pay application. The schedule of value will take into account and include at minimum the following items:
 - a. Bond/insurance based on actual invoice amount
 - b. Labor and material on line items as applicable
 - c. Submittals 1% of contract sum
 - d. Punch list 1% of contract sum
 - e. Close-out documents/warranties 3% of the contract sum
 - f. Meeting Attendance & Meeting Documentation 2% of the contract sum
 - g. Allowances
 - h. Approved Alternates
 - a.Labor and Material breakdown for each line Item

Note: Punch list value will be dispersed only when the work has been confirmed to be completed 100%. **ALL PAYMENT APPLICATIONS SHALL INCLUDE A 5% RETAINAGE FACTOR.**

- 3. The Owner has elected to require the Prime Contractor to submit releases of liens with respect to all Work previously performed and for which payments were made under a preceding application. Beginning with the second payment requisition and with each subsequent payment requisition, the each Prime Contractor shall furnish to Owner the following documents:
 - a. Labor and/or Materials Affidavit
 - b. Daily and Weekly Wage Affidavit
 - C. Prime Contractor's-Partial Release and Wavier of Lien
- 4. Monthly Payment Applications for Payments shall be made as per Article 9 of the General Conditions of the Contract

XI. PUNCH LIST:

1. Upon substantial completion of each phase of work, the Prime Contractors are to submit to the Owner/Construction Manager a letter declaring the work is substantial complete. <u>Included with said letter is to be the Contractor's punchlist.</u> Upon the receipt of above, the Construction Manager will schedule with the Owner, Architect, and Contractor a walk through to develop a single final punchlist. This single final punchlist agreed by all parties shall serve as the only punchlist. Upon failure to complete the final punchlist within two weeks from receipt, the Owner reserves the right to complete same and backcharge the costs of material, labor, supervision and other incidental costs.

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XII. INSURANCE/INDEMNIFICATION

- 1. All Prime Contractors must issue a Certificate of Insurance with liability limits as defined in the Construction Documents naming Triton Construction Company, The Architect, and the School District as an 'Additional Insured' in addition to all other parties as stipulated in the General Conditions of the Contract in the project manual.
- 2. All Prime Contractors agree to indemnify and hold harmless Triton Construction Company, The Architect, the School District, its agents and employees in addition to all other parties as stipulated in the General Conditions of the Contract in the project manual.
- 3. All Prime Contractors and Sub-Contractors/sub-subcontractor's/vendors/etc. insurance/indemnification shall comply with Article 10 "Insurance" and Article 12 "Indemnification" as specified in the General Conditions of the Contract in the project manual.

Specific Scope Requirements for Each Prime Contractor

Prime Contractor for General Construction (PCGC)

- 1. This Prime Contractor shall provide, for all the building construction work, all necessary site refuse containers and disposal services to maintain the site in a clean and safe condition. This Prime Contractor shall be responsible for emptying and/or replacing all containers on a regular basis or when full. All containers and disposal services shall be provided by a single entity. This Prime Contractor shall provide sufficient labor to keep the site clean on a daily basis and shall be responsible for providing the daily broom cleaning as necessary to maintain site safety.
- 2. This Prime Contractor shall coordinate with the; Electrician, Plumber and Mechanical Contractors to allow all Contractors unabated access to the building and surrounding work areas.
- 3. This Prime Contractor shall provide and maintain temporary chemical toilets for the duration of the project. The quantity of these toilets should be as required to properly maintain sanitary facilities and easy access for the number of personnel on the job. This quantity shall be a minimum of two toilets per major work area and at minimum one toilet for female. This requirement shall include all necessary paper products, supplies and services, as well as the maintenance of these toilets until all work is complete and the Owner assumes partial occupancy of the building additions and renovations. As a minimum, this Contractor shall include the pumping and servicing of these toilets twice per week.
- 4. All Scaffolding or stair towers shall be designed and stamped by a licensed NYS PE. When designing this scaffolding consideration should be given to the environment, scaffolding system being used, means of access, means of tying the scaffolding to the structure, location, length of time to be erected, climate conditions, wrapping/containment of building, purpose of use, loadings, etc. all scaffolding and/ or stair tower access points must be secured while not in use. If and when needed, the scaffolding may be used for access by other Prime Contractors during construction- this contractor will not restrict access by others using the scaffold.
- 5. This Prime Contractor shall provide testing and inspection of the scaffolding on a daily basis and per governing regulation (e.g.,: OSHA). A log of these inspections are to be kept in the PCGC's job trailer, along

- with inspections tags that identify the status of the scaffolding (inspection dates, okay to use, caution, danger). Report to the Construction Manager all corrective work required through the course of the project.
- 6. As shown on the logistics plan, this Prime Contractor shall include in his bid price, all costs to provide an 8' ht. rental type chain link construction fencing and gates. All fencing shall have a tightly woven, blind screen mesh installed on the "construction" side of the fence. Mesh to be dark green or black. When directed by the Construction Manager, this Prime Contractor shall remove and dispose of this fencing and all related materials. Gates for man access shall be passive to the exterior of the jobsite during the event of an emergency, but remain closed for un-authorized entry during construction. All gates shall be locked when the site is not active, with a double-keyed system, granting the District access to the site after-hours. Included in his bid price, this Prime Contractor shall allow a 1,000 If allowance of orange netting, to be used at the direction of the CM, Architect or Owner.
- 7. This Prime Contractor shall perform its steel erection according to their Site Logistics/Safety Plan. Booming steel over the Existing Building will not be permitted while occupied. Steel erection within 20 feet of an occupied building/space will require after-hours crane picks.
- 8. This Prime Contractor will repair, replace, correct, or finish grade, topsoil, and seed all areas with-in the construction site that was disturbed by the work of this project.
- 9. This Prime Contractor shall provide and maintain all temporary plastic barriers, partition walls, doors, hardware and plywood barriers for the duration of the project to separate work areas from public areas and to maintain security, dust, and noise control. Temporary partitions and doors will be painted with 1x coat of primer and 2x coats of paint for esthetics.
- 10. <u>Construction Signage</u>. The Prime Contractor shall include in his base price all construction signage required by OSHA. At the site fence, "Construction Area keep out", "Hard Hats Required" and "Authorized personal only" signage shall be posted every 25' on site fencing. This Prime Contractor shall reference the logistics plans for each project to include any other signage designated for entry gates. Signs shall be made of either metal of durable PVC to endure the project duration.
- 11. Professional Cleaning: The PCGC shall provide a professional commercial cleaning service to prepare all areas of interior construction for use and to provide a final cleaning after substantial completion is achieved and after direction to provide such service is received form the Construction Manager. This work shall be completed in cooperation with the building maintenance staff and their respective procedures. As part of this service, the PCGC shall wax all new or repaired floors, and, wash or clean all walls, doors, windows, frames, casework, blinds, unit ventilators, shelves, counters, toilet fixture, sinks, equipment, etc. All work shall be performed in place or on site and does not include sending items out for service or special cleaning operations. Building Services shall provide this Contractor with the necessary paper products, hand soaps, trash liners and other products to fill (one time) any dispensers or accessories in order for these items to be prepared for use.
- 12. Unless specifically noted on the contract documents, this Prime Contractor will provide all concrete equipment pads outside the building as shown on the contract documents, except for electrical service pads. All Primes will provide pad sizes and locations. All Primes will provide their own pads inside the building.

- 13. This Prime Contractor is responsible for protection of finished work. Including but not limited to; floors, walls, and doors. This General Contractor will provide, maintain, and remove the appropriate protection materials necessary to adequately protect his finished product.
- 14. This Prime Contractor should note there are numerous areas where the existing ceilings are remaining. This Contractor will be required to remove and reinstall any ceilings displaced by installation of this Contractor's Work. If open ceilings are not replaced within a twenty-four hour period after a request by the Construction Manager, either verbal or written, the Construction Manager will have said ceilings reinstalled and all related costs will be back charged to said Prime Contract.
- 15. Unless otherwise noted in the construction documents, this Prime Contractor will repair and patch all walls, floors, and ceilings to match adjacent finishes after the removal of interior partitions, ceilings, floors, M.E.P. SP. Conduit, piping and ductwork. This includes all walls and ceilings above finished ceilings or spaces. Each Prime Contractor will cut and cap their own work inside finished walls, floors and ceilings.
- 16. This Prime Contractor shall provide fire extinguishers for the life of the project, the extinguishers are to be hung and identified as per OSHA requirements (1 per 3000 sq ft, or better). These extinguishers are to be re-charged and inspected for the life of the project.
- 17. If due to location of fabrication plant, a local storage yard is required, all cost associated with this storage yard including receiving, unloading, storing, shake-out, reloading, and delivery to the site shall be this Prime Contractors' cost.
 - a) The Owner may have an Inspector at the plant during the fabrication period. Appropriate access shall be provided at all times for this individual.
- 18. <u>Shoring/ Support of Excavation:</u> This Prime Contractor will be responsible for hiring a license NYS PE to design a shoring and underpinning plan in effort to build adjacent to existing structures.
- 19. <u>Soil Erosion:</u> This Prime Contractor will be responsible to establish and maintain a soil erosion fence around the disturbed site during the entirety of construction, until authorized by the Civil Engineer to remove such provisions. This Prime contractor will also provide erosion control at each existing and new nearby storm basin structure. Reference shall be made to the construction plans & documents for additional Soil Erosion provisions required by this Prime Contractor.
- 20. <u>Abatement Work:</u> This Prime Contractor will be responsible to hire a qualified and DOL licensed Abatement Contractor to perform the Hazardous Material removal at areas involved. This work will only take place during the summer recess. If the work is unable to be completed by the end of the summer, abatement will only take place during prolong holiday weeks after students return.
- 21. <u>Under slab MEP Trenching at New Slabs:</u> This Prime contractor will be responsible to coordinate with his subcontractors and other Prime Contractors through the Contract Documents and the Coordination Drawings, for any under-slab piping. This Prime Contractor (PCGC) will be responsible to provide the trenching, bedding, backfill and compaction for such MEP under-slab items. As a single Prime Contractor, the PCGC's subcontractors and other Prime Contractors will be responsible to provide a final layout to the PCGC, prior to trenching. Each MEP contractor will be responsible to level the piping with provided bedding from the PCGC, testing the piping prior to back filling.
- 22. <u>Trenching at existing slabs:</u> This Prime contractor will be responsible to coordinate with his subcontractors and other Prime Contractors to survey, sawcut, trench, lay bedding, backfill trench, dowel existing slab and place new concrete to be level to receive new floor finishes. Where slabs are receiving new floors, This Prime Contractor (PCGC) will provide any corrective patching to the top-of-slab and install the new finish floor. Where existing flooring is to remain and be patched; this Prime Contractor will also be

- responsible to match the existing finish, prepare and install new material, at approval of the Architect and CM.
- 23. This Prime Contractor will provide new ductwork penetrations for HVAC subcontractors in walls, ceilings, or floors, as well as any structural support necessary.
- 24. This Prime Contractor is required to fire stop and/ or smoke stop all walls, floors and ceilings after completion of all their own work., including their subcontractors.
- 25. This Prime Contract shall furnish and install all blocking for work under this Contract and blocking require by other Prime Contracts.
- 26. This Prime Contract shall install Access Panels, provided by other Prime Contracts.
- 27. This Prime Contract shall install sleeves in foundation walls provided by other Contracts

Sub Contractor for Mechanical (PCM) including Plumbing

- The PCGC shall provide dumpsters for this sub-contractor to use for day-to-day rubbish. Each Contractor
 is responsible for collecting, moving, placing, breaking down boxes and pallets, and disposing rubbish, on
 a daily basis, all debris from their activities into a dumpster supplied by the PCGC. Each Contractor is
 responsible to broom clean the areas they worked in at the end of each day. This Sub-Contractor will
 include to remove large HVAC equipment from the site including but not limited to RTUs, Chillers, Cooling
 Towers, Unit Ventilators, and Air Handlers.
- 2. This Sub-Contract for Mechanical should note there are numerous areas where the existing ceilings are remaining. This Contractor will be required to remove and reinstall any ceilings displaced by installation of this Contractor's work. If open ceilings are not replaced within a twenty-four hour period after a request by the Construction Manager, either verbal or written, the Construction Manager will have said ceilings reinstalled and all related costs will be back charged to said Prime Contract.
- 3. Unless otherwise noted in the construction documents, this Sub-Contract will cut and cap their own work inside finished walls, floors and ceilings.
- 4. Each Sub-Contract is required to fire stop and/or smoke stop all walls, floors and ceilings after completion of all their own work.
- 5. Each Sub-Contract is responsible for protection of finished work. This contractor will provide, maintain, and remove the appropriate protection materials necessary to adequately protect his finished product.
- 6. The PCGC will provide new ductwork penetrations for HVAC subcontractors in walls, ceilings, floors and roof, as well as any structural support necessary.
- 7. Unless specifically noted on the contract documents, the Prime Contractor for General Construction will provide all concrete equipment pads outside the building as shown on the contract documents, except for electrical service pads. All Primes will provide pad sizes and locations. All Primes will provide their own pads inside the building.
- 8. This Sub-Contractor shall provide fire extinguishers for their specific work that will create a fire hazard. These extinguishers are to be re-charged and inspected for the life of the project.
- 9. This Sub-Contractor shall identify the locations of and required blocking for their installations by Prime Contract GC.
- 10. This Sub-Contractor shall provide Access Panels, dimensions and locations to Prime Contract GC for installation.

- 11. This Sub-Contractor is responsible for cutting and patching of existing construction including finish patching associated with this Contract Work. Other Contracts are responsible for their own cutting and patching unless noted otherwise.
- 12. This Sub-Contractor shall provide sleeves and other materials including dimensions and locations to the Prime Contract GC for installation.
- 13. The Sub-Contractor for Mechanical which includes Plumbing shall include, as part of his base price, all costs associated with providing one hose bib for temporary water service at work area (if this hose bib does not already exist). The Prime Contractor for Plumbing shall install these hose bibs at locations designated by the Construction Manager or where needed by the other Prime Contracts.
- 14. This Sub-Contract shall furnish all starters required for mechanical equipment installed under this Contract to the Electric Prime for installation.
- 15. This Sub-Contractor shall provide mechanical connection to equipment furnished by another Prime Contract or School District.
- 16. This Sub-Contractor shall install low voltage wiring for Mechanical systems.

Sub-Contractor for Electrical (PCE)

- 1. The Prime Contractor for General Construction (PCGC) shall provide dumpsters. Each Sub-Contractor is responsible for collecting, moving, placing, breaking down boxes and pallets, and disposing rubbish, on a daily basis, all debris from their activities into a dumpster supplied by the PCGC. Each Sub-Contractor is responsible to broom clean the areas they worked in at the end of each day.
- 2. The Sub-Contractor for Electrical is to temporarily support existing ceiling mounted equipment/devices (i.e., speakers, fire alarm apparatuses, exit signs, wiring, light fixtures, etc.) as required for demolition of existing ceilings until new equipment/devices are installed or existing equipment/device can be permanently remounted in the new ceiling.
- 3. The Sub-Contractor for Electrical shall provide and keep temporary light and power operational for a period of from fifteen minutes before the earliest starting time of the earliest trade, to fifteen minutes after the established quitting time of the trade which stops latest in the evening (fifteen foot candles) throughout the entire building (normal working hours 7:00 am to 4:00 pm). This applies to all scheduled workdays, Monday through Saturday inclusive, which are established as regular workdays for any trade engaged in the work, including such days that are holidays for Electricians but are regular workdays for other trades. These services are to be kept operational until the CM determines that they are no longer required for the execution of the work. Temporary light shall consist of a minimum of (1) bulb and cage per 10 square feet of floor space in all spaces no matter of size throughout the existing building spaces being renovated..
- 4. The Sub-Contractor for Electrical shall include in his base price all costs associated with providing and maintaining adequate temporary light and power to all areas of work required by the construction documents. Each major area of work shall be provided with an adequate sized distribution panel for temporary light and power
- 5. The Sub-Contractor for Electrical shall provide temporary power for masonry work, mixers, steel work, or fire proofing work, compressors etc. that may require 220V temporary power. Power is to be provided at each major area of work if required.

- 6. The Sub-Contractor for Electrical should note there are numerous areas where the existing ceilings are remaining. This Contractor will be required to remove and reinstall any ceilings displaced by installation of this Contractor's work. If open ceilings are not replaced within a twenty-four hour period after a request by the Construction Manager, either verbal or written, the Construction Manager will have said ceilings reinstalled and all related costs will be back charged to said Prime Contract.
- 7. The Sub-Contractor for Electrical shall replace all burned out light bulbs when building is turned over to the owner at substantial completion.
- 8. This Sub-Contractor shall coordinate with the Roofing Contractor, General Contractor, Plumber, and Mechanical Contractors to allow all Contractors unabated access to the building.
- 9. Unless otherwise noted in the construction documents, this Sub-Contractor will cut and cap their own work inside finished walls, floors and ceilings.
- 10. Each Sub-Contractor is required to fire stop and/ or smoke stop all walls, floors and ceilings after completion of all their own work.
- 11. This Sub-Contractor is responsible for protection of finished work. This Prime Contractor will provide, maintain, and remove the appropriate protection materials necessary to adequately protect his finished product.
- 12. This Sub-Contractor will modify all existing Fire Alarm devices that are part of the existing building being renovated, maintain the devices throughout construction, and or disconnect as needed. This Sub-Contractor will assure that no troubles exist, by hiring a Fire Alarm vendor who is licensed to modify the existing Fire Alarm system to accept any temporary changes through construction.
- 13. This Sub-Contractor is to develop a separate site-specific electrical service shutdown/upgrade schedule within four weeks after Notice to Proceed. This schedule will be developed in conjunction with the Construction Manager and the Owner. No shutdown/transfer will be permitted at any time without prior written notification. The Sub-Contractor for Electrical shall provide temporary power for all 'others' work ongoing at the site during any electrical shutdown or transfer period that would otherwise deny other Contractors power. No shutdown or transfer shall be allowed during active school hours. Any and all shutdowns must be scheduled on the Owners off days (weekends, holidays). Any shutdown longer than three days will require this Sub-Contractor to supply temporary power for the Owner (i.e., generators). The Electrical Prime Contractor shall provide a minimum of forty-eight hours' notice to the Owner and the Construction Manager or any necessary power shutdown.
- 14. Unless specifically noted on the contract documents, the Prime Contractor for General Construction will provide all concrete equipment pads outside the building as shown on the contract documents, except for electrical service pads. All Subs will provide pad sizes and locations. All Subs will provide their own pads inside the building.
- 15. This Sub-Contractor shall provide fire extinguishers for their specific work that will create a fire hazard. These extinguishers are to be re-charged and inspected for the life of the project.
- 16. This Sub-Contractor shall identify the locations of and required blocking for their installations by Prime Contract GC
- 17. This Sub-Contractor shall provide Access Panels, dimensions and locations to Prime Contract GC for installation.
- 18. This Sub-Contractor is responsible for cutting and patching of existing construction including finish patching associated with this Contract Work. Other Sub-Contracts are responsible for their own cutting

- and patching unless noted otherwise.
- 19. This Sub-Contractor shall provide sleeves and other materials including dimensions and locations to the Prime Contract GC for installation.
- 20. After ceiling demolition, this Sub-Contract shall re-support all hanging electrical and data lines.
- 21. This Sub-Contractor shall install all starters furnished by other Prime Contracts.
- 22. This Sub-Contractor shall provide electrical connection to equipment furnished by another Prime Contract or School District.

END OF SPECIAL PROVISIONS

NYSED 155.5 REGULATIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section specifies requirements of 8NYCRR155.5, Uniform Safety Standards for School Construction and Maintenance Projects, that are required in construction documents. The Contractor shall comply with these requirements in addition to any and all similar requirements in the Contract Documents.

1.3 REQUIREMENTS

- A. The occupied portion of any school building shall always comply with the minimum requirements necessary to maintain a certificate of occupancy. In addition, the following shall be strictly enforced and cooperated with:
 - 1. No smoking is allowed on public school property, including construction areas.
 - 2. During construction daily inspections of district occupied areas shall be conducted by school district personnel to assure that construction materials, equipment or debris do not block fore exits or emergency egress windows.
 - 3. Proper operation of fire extinguishers, fire alarm, and smoke/fire detection systems shall be maintained throughout the project.
- B. Verify that all school areas to be disturbed during renovation or demolition have been or will be tested for lead and for asbestos. For any project work that disturbs surfaces that contain lead or asbestos, follow the plans and specifications prepared by a certified Lead Risk Assessor or Supervisor which details provisions for occupant protection, worksite preparation, work methods, cleaning, and clearance testing; which are in general accordance with HUD Guidelines.
 - 1. All asbestos abatement projects shall comply will all applicable federal and State laws including but not limited to the New York

- State Department of Labor industrial code rule 56(12NYCRR56), and the federal Asbestos Hazard Emergency Response Act (AHERA), 40 CFR Part 763 (Code of Federal Regulations, 1998 Edition); available at the Office of Facilities Planning, Education Building Annex, Room 1060, State Education Department, Albany, NY 12234.
- 2. Any construction or maintenance operations which will disturb lead-based paint will require abatement of those areas pursuant to protocols detailed in the "Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing", June 1995; U.S. Department of Housing and Urban Development (HUD), Washington, D.C. 20410; available at the Office of Facilities Planning, Education Building Annex, Room 1060, State Education Department, Albany, NY 12234.
- C. General Safety and Security Standards for Construction Projects:
 - 1. All construction materials shall be stored in a safe and secure manner.
 - 2. Fences around construction supplies or debris shall be maintained.
 - 3. Gates shall always be locked unless a worker is in attendance to prevent unauthorized entry.
 - 4. During exterior renovation work, overhead protection shall be provided for any sidewalks or areas immediately beneath the work site or such areas shall be fenced off and provided with warnings signs to prevent entry.
 - 5. Workers shall be required to wear photo-identification badges at all times for identification and security purposes while working at occupied sites.
- D. Separation of construction areas from occupied spaces. Construction areas which are under the control of a contractor and therefore not occupied by district staff or students, shall be separated from occupied areas. Provisions shall be made to prevent the passage of dust and contaminants into occupied parts of the building. Periodic inspection and repairs of the containment barriers must be made to prevent exposure to dust or contaminants. Gypsum board must be used in exit ways or other areas that require fire rated separation. Heavy duty plastic sheeting may be used only for a vapor, fine dust or air infiltration barrier, and shall not be used to separate occupied spaces from construction areas.
 - 1. A specific stairwell and/or elevator may be assigned for construction worker use during the work hours. In general,

- workers may not us the corridors, stairs or elevators designated for students or school staff.
- 2. Large amounts of debris must be removed by using enclosed chutes or a similar sealed system. There shall be no movement of debris through halls of occupied spaces of the building. No material shall be dropped or thrown outside the walls of the building.
- 3. All occupied parts of the buildings affected by renovation activity shall be cleaned at the close of each workday. School buildings occupied during a construction project shall maintain required health, safety and educational capabilities at all times that classes are in session.
- E. The Architect will prepare phasing plans indicating exiting, required by the applicable building code, which shall be maintained during construction.
 - 1. The Contractor shall submit plans, to be approved by the Architect, indicating temporary construction required to isolate construction equipment, materials, people, dust, fumes, odors, and noise during the construction period and meeting the requirements of the phasing plans.
 - 2. Temporary construction details shall meet code-required fire ratings for separation and corridor enclosure.
 - 3. At a minimum, required exits, temporary stairs, ramps, exit signs, and door hardware shall be provided at all times.
- F. Prepare a plan detailing how adequate ventilation will be maintained during construction.
 - 1. The plan shall indicate ductwork which must be rerouted, disconnected, or capped in order to prevent contaminants from the construction area from entering the occupied areas of the building.
 - 2. The plan shall also indicate how required ventilation to occupied spaces affected by construction will be maintained during the project.
- G. Construction and maintenance operations shall not produce noise in excess of 60 dba in occupied spaces or shall be scheduled for times when the building or affected building spaces are not occupied or acoustical abatement measures shall be taken.

- H. The contractor shall be responsible for the control of chemical fumes, gases, and other contaminates produced by welding, gasoline or diesel engines, roofing, paving, painting, etc. to ensure they do not enter occupied portions of the building or air intakes.
- I. The contractor shall be responsible to ensure that activities and materials which result in "off-gassing" of volatile organic compounds such as glues, paints, furniture, carpeting, wall covering, drapery, etc. are scheduled, cured or ventilated in accordance with manufacturers recommendations before a space can be occupied.
- J. Large and small asbestos abatement projects as defined by 12NYCRR56 shall not be performed while the building is occupied. The term "building", as used in this paragraph, means a wing or major section of a building that can be completely isolated from the rest of the building with sealed non-combustible construction. The isolated portion of the building must contain exits that do not pass through the occupied portion, and ventilation systems must be physically separated and sealed at the isolation barrier.
- K. Exterior work such as roofing, flashing, siding, or soffit work may be performed on occupied buildings provided proper variances are in place as required, and complete isolation of ventilation systems and at windows is provided. Care must be taken to schedule work so that classes are not disrupted by noise or visual distraction.

IN ACCORDANCE WITH ARTICLE 8, SECTION 220 (3-a) OF THE NEW YORK STATE LABOR LAW, THE FOLLOWING LINK REPRESENTS THE MOST CURRENT PREVAILING WAGE RATE SCHEDULES AT THE TIME OF BIDDING, ISSUED BY THE NEW YORK STATE DEPARTMENT OF LABOR SPECIFICALLY REQUESTED FOR THIS PROJECT:

PRC# 2024011691

https://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1576517

CONTRACTOR IS TO OBTAIN THE PREVAILING WAGE RATES GENERATED FOR THIS PROJECT AT THE NEW YORK STATE DEPARTMENT OF LABOR WEBSITE.

- ASSEMBLY BILL NUMBER 1839
- NOTICES REGARDING WAGE RATE UPDATES
- WAGE RATE SCHEDULE
- LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED PUBLIC WORK

White Plains School District **Board of Education**5 Homeside Lane, White Plains

White Plains, New York, 10605

U.S. Department of Labor

Wage and Hour Division

PAYROLL



(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. Rev. Dec. 2008 NAME OF CONTRACTOR OR SUBCONTRACTOR **ADDRESS** OMB No.: 1235-0008 Expires: 02/28/2018 PROJECT OR CONTRACT NO. PROJECT AND LOCATION PAYROLL NO. FOR WEEK ENDING (1) (3) (4) DAY AND DATE (5) (9) (2)(6) (7) NO. OF WITHHOLDING EXEMPTIONS DEDUCTIONS NET NAME AND INDIVIDUAL IDENTIFYING NUMBER **GROSS** WITH-WAGES (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY WORK TOTAL RATE AMOUNT HOLDING TOTAL PAID NUMBER) OF WORKER CLASSIFICATION HOURS WORKED EACH DAY HOURS OF PAY EARNED **FICA** TAX OTHER DEDUCTIONS FOR WEEK

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S.I bepartment of Labor (DoL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction provided by a signed "Statement of Compliance" indicating that the payroll sare correct and complete and that leads to the provided payroll of t

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

| Date | - | | |
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| I, | | | |
| (Name of Signat | tory Party) | (T | itle) |
| lo hereby state: | | | |
| (1) That I pay or supervise | e the payment of the persons emplo | yed by | |
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| 63 Stat. 108, 72 Stat. 967; 76 S | by the Secretary of Labor under the Stat. 357; 40 U.S.C. § 3145), and de | scribed below: | |
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| correct and complete; that the vapplicable wage rates contained | rwise under this contract required to wage rates for laborers or mechanion d in any wage determination incorpor er or mechanic conform with the wor | cs contained there brated into the cont | in are not less than the |
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(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

with the Bureau of Apprenticeship and Training, United States Department of Labor.

 in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

 Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

| EXCEPTION (CRAFT) | EXPLANATION |
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THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

AIA Document A310™ - 2010

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)

«PWA» « »

« »

User Notes:

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.

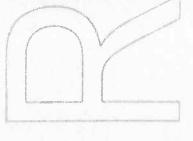
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

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

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





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Performance Bond

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| CONTRACTOR: | SURETY: | |
| (Name, legal status and address) | (Name, legal status and principal place of business) | |
| « »« » | () () | ADDITIONS AND DELETIONS: |
| « » | « » | The author of this document |
| | | has added information needed for its completion |
| OWNER: | | The author may also have |
| (Name, legal status and address) | | revised the text of the |
| « »« » | | original AIA standard for An Additions and Deletion |
| « » | | Report that notes added |
| | | information as well as |
| CONSTRUCTION CONTRACT | | revisions to the standard form text is available from |
| Date: « » | | the author and should be |
| Amount: \$ « » | | reviewed. |
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| «PWA» | | Consultation with an attorney is encouraged wit |
| « » | CONTRACTOR OF STREET STREET, S | respect to its completion |
| BOND | | or modification. |
| Date: | | Any singular reference to |
| (Not earlier than Construction Control | act Date) | Contractor, Surety Owner or other party shall be |
| « » | ici Duiej | considered plural where |
| Amount: \$ « » | | applicable. |
| Modifications to this Bond: | None See Section 16 | and the same of th |
| w w | Trong See Seemon 19 | |
| CONTRACTOR AS PRINCIPAL | SURETY | |
| Company: (Corporate Seal) | | |
| company. (Corporate Seat) | company. (corporate seas) | |
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| Name and « »« » | Name and « »« » | Y Projekt popular menendingspapang dankaran krisa september sakan nama 1 Addit Modernia di Anton Societatione o Anderia s ser indo- |
| Title: | Title: | |
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| AGENT or BROKER: | OWNER'S REPRESENTATIVE: | |
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resale. User Notes:

- § 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 .1 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
 - 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

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 below for accontractor as PRINCIPAL Company: | dditional signatures of add (Corporate Seal) | ded parties, other the SURETY Company: | an those appear | ring on the cover page.) (Corporate Seal) |
|---|---|--|--|--|
| Signature: | | Signature: | ni reige per | |
| Name and Title: « »« » Address: « » | | Name and Title: Address: | « »« » « » | |
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DRAFT AIA Document A312™ - 2010

Payment Bond

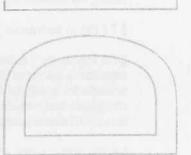
| CONTRACTOR: (Name, legal status and address) | SURETY: (Name, legal status and principal |
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| | place of business) |
| « »« » | « »« » |
| « » | « » |
| OWNER: | |
| (Name, legal status and address) | |
| « »« » | |
| « » | |
| CONSTRUCTION CONTRACT | |
| Date: « » | |
| Amount: \$ « » | |
| Description: | |
| (Name and location) | |
| «PWA» | |
| « » | |
| BOND | |
| Date: | |
| (Not earlier than Construction Contract | et Date) |
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| Amount: \$ « » | |
| Modifications to this Bond: (» | None & See Section 18 |
| CONTRACTOR AS PRINCIPAL | SURETY |
| Company: (Corporate Seal) | Company: (Corporate Seal) |
| Company. (Corporate Beat) | Company. (Corporate Seas) |
| Signature: | Signature: |
| Name and « »« » | Name and « »« » |
| Title: | Title: |
| (Any additional signatures appear on ti | he last page of this Payment Bond.) |
| (FOR INFORMATION ONLY — Name, | address and telephone) |
| AGENT or BROKER: | OWNER'S REPRESENTATIVE: |
| ACENT OF BROKER. | (Architect, Engineer or other party:) |
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ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion.
The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard formatext is available from the author and should be reviewed.

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

Any singular reference to

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 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.

User Notes

- § 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

User Notes:

§ 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;
- 3 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
- .7 the total amount of previous payments received by the Claimant; and
- .8 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 below for additional signatures of added parties, other than those appearing on the cover page.) **CONTRACTOR AS PRINCIPAL** SURETY Company: (Corporate Seal) Company: (Corporate Seal) Signature: Signature: Name and Title: Name and Title: « »« » « »« » Address: Address:

1992 I DESTA BIA DOCUMENT G702TM

Application and Certificate for Payment

| TO OWNER: | PROJECT: PWA | A | APPLICATION NO: 001 Distribution to: |
|---|---|------------|---|
| FROM CONTRACTOR: | VIA ARCHITECT: | | PERIOD TO: CONTRACT FOR: General Construction CONTRACTOR: CONTRACT DATE: PROJECT NOS: // ARCHITECT: ARCHITECT: FIELD: FIELD: |
| CONTRACTOR'S APPLICATION FOR PAYMENT Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached. 1. ORIGINAL CONTRACT SUM. 2. NET CHANGE BY CHANGE ORDERS. | OR PAYMENT connection with the Contract. d. | \$0.00 | The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due. |
| 3. CONTRACT SUM TO DATE (Line 1 ± 2) 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) 5. RETAINAGE: | | \$0.00 | By: Date: |
| a. 0 % of Completed Work (Column D + E on G703: \$0.00)= | =\$0.00 | | County of: Subscribed and sworn to before |
| b. 0% of Stored Material $(Column F \text{ on } G703:$ | \$0.00 | | me this day of Notary Public: |
| Total Retainage (Lines 5a + 5b or Total in Column I of G703) | .3) | \$0.00 | My Commission expires: |
| 6. TOTAL EARNED LESS RETAINAGE | | \$0.00 | ARCHITECT'S CERTIFICATE FOR PAYMENT |
| (Line 4 Less Line 5 Total) 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT | | \$0.00 | In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the bestlof the Architect's knowledge, |
| (Line 6 from prior Certificate) 8. CURRENT PAYMENT DUE | *************************************** | \$0.00 | information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED. |
| (Line 3 less Line 6) | \$0.00 | | \$0.00 SOUNT CERTIFIED (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.) |
| CHANGE ORDER SUMMARY | ADDITIONS DE | DEDUCTIONS | ARCHITECT: |
| Total changes approved in previous months by Owner | \$0.00 | \$0.00 | By: Date: |
| Total approved this Month | \$0.00 | \$0.00 | This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor |
| TOTALS | \$0.00 | \$0.00 | named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the |
| NET CHANGES by Change Order | | \$0.00 | Owner or Contractor under this Contract. |

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AIA Document G703TM - 1992

Continuation Sheet

APPLICATION DATE: APPLICATION NO: PERIOD TO: Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, AIA Document, G702TM-1992, Application and Certification for Payment, or G736TM-2009, Use Column I on Contracts where variable retainage for line items may apply. containing Contractor's signed certification is attached. In tabulations below, amounts are in US dollars.

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| | 1 | 1 | RETAINAGE (IF VARIABLE | RATE) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 00.0 | 00.0 | 0.00 | 00.0 | 0.00 | 0.00 | 0.00 | 00.00 | 00.0 | 00.0 | 000 |
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| ARCHITECT'S PROJECT NO: | ت | TOTAL | COMPLETED AND STORED TO DATE | (D+E+F) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 00.0 | 0.00 | 0.00 | 0.00 | 0.00 |
| | F | MATERIALS | PRESENTLY STORED | (NOT IN D OR E) | 09:0 | 0.00 | 00.0 | 00.0 | 00.0 | 00.0 | 00.0 | 00.0 | 00.0 | 0.00 | 00.0 | 00.0 | 00.00 | 00.00 | 00.00 | 00.00 | 00.00 | 00.0 | 00.00 | 00.0 | 00.0 |
| 13. | ш | APLETED | THIS PERIOD | | 0.00 | 0.00 | 00,00 | 0.00 | 0.00 | 0.00 | 00.00 | 00.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 00.0 | 00.0 | 0.00 | 0.00 | 0.00 | 0.00 | 00.0 |
| ог пис испів шау арр | D | WORK COMI | FROM PREVIOUS APPLICATION | (D+E) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 00.00 | 0.00 | 0.00 | 0.00 | 00.0 | 0.00 | 0.00 | 0.00 | 0.00 | 00.0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| conducts where variable retained for this thems may appro- | C | | SCHEDULED 1 | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Olly Control of the control | В | | DESCRIPTION OF WORK | | | | | | | | | | | | | | | | | | | | | | GRAND TOTAL |
| | V | | NO. | 1 | | | | | | | | | | | | | | | | | | | | | |

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(1651144537)

DRAFT AIA Document G704™ - 2000

Certificate of Substantial Completion

| PROJECT: | PROJECT NUMBER: | / OWNER: |
|--|--|--|
| (Name and address) | CONTRACT FOR: Gener | ral Construction ARCHITECT: |
| PWA | CONTRACT DATE: | CONTRACTOR: |
| TO OWNER: | TO CONTRACTOR: | FIELD: |
| (Name and address) | (Name and address) | OTHER: |
| PROJECT OR PORTION OF THE | PROJECT DESIGNATED FOR PART | IAL OCCUPANCY OR USE SHALL INCLUDE: |
| to be substantially complete. Su portion is sufficiently complete its intended use. The date of Su | ubstantial Completion is the stage in in accordance with the Contract Debitstantial Completion of the Project | ound, to the Architect's best knowledge, information and belief, in the progress of the Work when the Work or designated ocuments so that the Owner can occupy or utilize the Work for or portion designated above is the date of issuance established dicable warranties required by the Contract Documents, except |
| Warranty | | Date of Commencement |
| ARCHITECT | ВҮ | DATE OF ISSUANCE |
| responsibility of the Contractor | to complete all Work in accordance nent of warranties for items on the | failure to include any items on such list does not alter the e with the Contract Documents. Unless otherwise agreed to in attached list will be the date of issuance of the final Certificate |
| Cost estimate of Work that is | incomplete or defective: \$0.00 | |
| The Contractor will complete of Substantial Completion. | r correct the Work on the list of iter | ns attached hereto within Zero (0) days from the above date of |
| CONTRACTOR | ВҮ | DATE |
| The Owner accepts the Work or (date). | designated portion as substantially | complete and will assume full possession at (time) on |
| OWNER | BY | DATE |
| TEL 111111 C. 1 C. | | to the World and ingurance |

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

DRAFT AIA Document G706™ - 1994

Contractor's Affidavit of Payment of Debts and Claims

| PRO. | JECT: (Name and address) | ARCHITECT'S PROJEC | CT NUMBER: OWNER ARCHITECT | |
|---------------------------|---|---|---|--|
| | WNER: (Name and address) | CONTRACT FOR: Gen CONTRACT DATED: | | |
| | E OF: NTY OF: | | | 101 |
| other for al the pe | wise been satisfied for all mate Il known indebtedness and clai | rials and equipment furn ns against the Contractor | payment has been made in full and all obligations hished, for all work, labor, and services performed, are for damages arising in any manner in connection with the Owner or Owner's property might in any way be | nd ith |
| EXCE | PTIONS: | | | Market State Control of the State of the Sta |
| 1. | CORTING DOCUMENTS AT Consent of Surety to Final Surety is involved, Consen required. AIA Document of Surety, may be used for thi ate Attachment | Payment. Whenever t of Surety is 3707, Consent of | CONTRACTOR: (Name and address) | Andrew of the State of the Stat |
| | | | BY: | Market Market Market Market |
| | ollowing supporting documents o if required by the Owner: | should be attached | (Signature of authorized representative) | And the state of t |
| 1. | Contractor's Release or Wa conditional upon receipt of | | (Printed name and title) | |
| 2. | Separate Releases or Waive Subcontractors and materia suppliers, to the extent requ accompanied by a list there | l and equipment ired by the Owner, | Subscribed and sworn to before me on this date: | |
| | | | Notary Public: My Commission Expires: | 1 |

DRAFT AIA Document G706A™ - 1994

Contractor's Affidavit of Release of Liens

| | ECT: (Name and address) | ARCHITECT'S PRO NUMBER: | DJECT | OWNER: ARCHITECT: |
|------------------------|--|--|--|--|
| PWA | | CONTRACT FOR | The state of the s | ONTRACTOR: |
| | | CONTRACT FOR: (Construction | jeneral | SURETY: |
| TO 01 | WNER: (Name and address) | CONTRACT DATE | | OTHER: |
| The ulisted of maencum | below, the Releases or Waivers terials and equipment, and all pe | of Lien attached hereto erformers of Work, labors ons or encumbrances ag | signed's knowledge, information and be include the Contractor, all Subcontractor or services who have or may have lie ainst any property of the Owner arising | tors, all suppliers ns or |
| | | | | Carlot Academic Constitution of the Carlot Const |
| | ORTING DOCUMENTS ATTA Contractor's Release or Waiv conditional upon receipt of fi | er of Liens, | CONTRACTOR: (Name and address | (5) |
| SUPP 1. 2. | Contractor's Release or Waiv conditional upon receipt of fi Separate Releases or Waiver | rer of Liens, inal payment. s of Liens from | CONTRACTOR: (Name and address BY: | 5) |
| 1. | Contractor's Release or Waiv conditional upon receipt of fi | rer of Liens, inal payment. s of Liens from and equipment red by the Owner, | | constant and the second |
| 1. | Contractor's Release or Waive conditional upon receipt of fine Separate Releases or Waiver Subcontractors and material suppliers, to the extent requires | rer of Liens, inal payment. s of Liens from and equipment red by the Owner, | BY: (Signature of duthori | zed |
| 1. | Contractor's Release or Waive conditional upon receipt of fine Separate Releases or Waiver Subcontractors and material suppliers, to the extent requires | rer of Liens, inal payment. s of Liens from and equipment red by the Owner, | BY: (Signature of duthoring representative) | zed tle) |

DRAFT AIA Document G707™ - 1994

Consent Of Surety to Final Payment

| PROJECT: (Name and address) | ARCHITECT'S PROJECT NUMBER: | OWNER: |
|--|--|-------------------------------------|
| PWA | CONTRACT FOR: General Construction | ARCHITECT: |
| TO OWNED. OL | 00/170407 04750 | CONTRACTOR: |
| TO OWNER: (Name and address) | CONTRACT DATED: | SURETY. |
| | Office Court (Vice) | OTHER: |
| In accordance with the provisions of the (Insert name and address of Surety) | Contract between the Owner and the Contractor as indicated at | pove the |
| on bond of Insert name and address of Contractor) | | , SURETY, |
| ereby approves of the final payment to t | he Contractor, and agrees that final payment to the Contractor | , CONTRACTOR, shall not relieve the |
| Surety of any of its obligations to | he Contractor, and agrees that final payment to the Contractor | |
| urety of any of its obligations to | he Contractor, and agrees that final payment to the Contractor | |
| dereby approves of the final payment to to surety of any of its obligations to surety name and address of Owner) as set forth in said Surety's bond. | he Contractor, and agrees that final payment to the Contractor | |
| Surety of any of its obligations to Insert name and address of Owner) | s hereunto set its hand on this date: | shall not relieve the |
| urety of any of its obligations to Insert name and address of Owner) s set forth in said Surety's bond. N WITNESS WHEREOF, the Surety ha | s hereunto set its hand on this date: | shall not relieve the |
| Surety of any of its obligations to Insert name and address of Owner) | s hereunto set its hand on this date: the numeric date and year.) | , OWNER, |
| Surety of any of its obligations to Insert name and address of Owner) is set forth in said Surety's bond. N WITNESS WHEREOF, the Surety has Insert in writing the month followed by the surety in the s | s hereunto set its hand on this date: he numeric date and year.) (Surety) | , OWNER, |
| Surety of any of its obligations to Insert name and address of Owner) | s hereunto set its hand on this date: he numeric date and year.) (Surety) | , OWNER, |

PART 1 - GENERAL

1.01 BRIEF PURPOSE OF PROJECT / GENERAL

- A. The purpose of the project is targeted renovations to the serving line and library as depicted in the contract drawings.
- B. This Section provides an abbreviated summary of the work for the Construction Contracts associated with the Owner's program to construct the project.
- C. In the event that any of the provisions in the technical specifications conflicts with the general conditions, the provision more favorable to the owner, as determined by the owner in its sole discretion, shall govern.

1.02 NOMENCLATURE

- A. Where the terms "Engineer/Architect", "Architect/Engineer", "Engineer", or "Architect" are used throughout these Contract Documents, they shall mean the firm of H2M architects + engineers as may be abbreviated by H2M or H2M Group.
- B. Where the terms "Owner" or "Owner's Construction Representative" are used, they will be defined as a person selected by the Owner, or the actual Owner, White Plains School District.

1.03 ABBREVIATED SUMMARY OF CONTRACT G WORK

- A. Furnish all labor, equipment, materials, tools, means, methods, and incidentals necessary to complete the Work as required by the Contract Documents for this Construction Contract. Each contractor shall coordinate, through the Owner/Architect/Engineer, the work of their contract with the work by others.
- B. This following abbreviated summary is provided in order to briefly describe the work covered by the Contract Documents for this Construction Contract. It is not all inclusive of the work under the Contract.
- C. The work includes, but is not limited to, the following:
 - 1. Insert summary of work
 - 2. Project closeout submittals.
- D. All other work shown and specified within the Contract Documents for Contract G.
- 1.04 ABBREVIATED SUMMARY OF CONTRACT E WORK
- 1.05 ABBREVIATED SUMMARY OF CONTRACT H WORK
- 1.06 ABBREVIATED SUMMARY OF CONTRACT P WORK

1.07 PARTIAL LISTING OF SPECIFIC CONTRACT REQUIREMENTS

- A. The Contract Documents detail the work included in the Contract. Related requirements and conditions covered by the Contract Documents include, but are not limited to, the following:
 - The contractor shall adhere to all New York State Education Department requirements, including but not limited to NYCRR, Title 8, Chapter 2, Part 155.5 - Uniform Safety Standards for School Construction and Maintenance.

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1.08 PARTIAL LISTING OF OVERALL CONTRACT REQUIREMENTS

- A. The Contract Documents detail the work included in the Contract. Related requirements and conditions covered by the Contract Documents include, but is not limited to, the following:
 - 1. Debris removal and daily and final cleaning up.
 - 2. Site utilization and management so as not to disrupt the Owner's ability to operate the existing facilities in a safe and efficient manner.
 - 3. Product and equipment storage and handling requirements.
 - 4. Site safety in accordance with all applicable federal, state, and local regulations.
 - 5. Project submittals, testing services, work plans, schedules, shop drawings, closeout procedures and documents, manuals, as-built drawings, final commissioning, of the work shall be provided as required by the Contract.

1.09 OWNER SUPPLIED PRODUCTS AND UTILITIES

A. The Owner will not be supplying equipment, labor, or tools for the project.

1.10 EXISTING CONDITIONS

- A. The Drawings show certain information that has been obtained by the Owner regarding various conditions that exist at the location of the project both below and at grade.
- B. The Owner and the Architect/Engineer expressly disclaims all responsibility for the accuracy or completeness of the information given on the Drawings with regard to existing facilities.
- C. In the case where the Contractor discovers an obstruction not indicated on the Drawings or not described via specification reference, then the Contractor shall immediately notify the Architect/Engineer of the obstructions' existence.
- D. The Architect/Engineer will determine if the obstruction is to be relocated or removed.
- E. Compensation for this extra work will be paid for in accordance with the provisions in the Contract for "Extra Work".

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Site access and control of areas outside of site.
- B. Contractor use of the premises.
- C. Contractor storage, parking and deliveries.
- D. Work hours, employee conduct and miscellaneous employee requirements.

1.02 SITE ACCESS AND CONTROL

- A. Contractors shall use the designated entrance to the site as shown on the drawings. If no site entrance is designated, Contractors shall use an entrance designated by the Owner's Construction Representative.
 - 1. The Owner may permit, solely at the Owner's discretion, the temporary use of another entrance for site access.
 - 2. The Owner will only review requests made by the Contractor for an exception to the designated site entrance if made in writing at least 72 hours in advance of each of the times desired for use.
- B. All contractors to maintain the entrance area clear of materials, vehicles and any other obstacle or debris. Failure to do so will result in a minimum back charge of \$750 per occurrence.
- C. The area around the site is a residential neighborhood. The Owner intends to be a good neighbor. Contractors shall not close any road for any period in time. The Contractors shall take whatever measures are necessary to not cause any inconvenience to the area's residents
- D. All Contractors are responsible to employ methods to prevent construction materials and/or debris from leaving the site. All Contractors are responsible to routinely monitor the areas surrounding the site during the day as well as at the end of the work-day and to immediately clean up any area to its previous condition.
- E. The Contractors shall employ methods to prevent the transmission of dirt from vehicles driving on exposed areas of the site from reaching the surrounding roadways. The Contractors will be responsible to immediately clean the roadway, should the measures being taken by the Contractors not satisfactorily control the transmission of any dirt to the roadway.
- F. Any damages to areas outside the site, spills of soil, liquid, or any other material shall immediately be repaired, cleaned and restored to its previous condition.
- G. The Contractors shall comply with all state and local requirements for allowable weight limits of vehicles on all roads.
- H. The Owner reserves the right to back charge the Contractors for all costs associated with maintaining the grounds as well as maintaining areas outside the site, which may be disturbed by the Contractors should the Contractors fail to maintain or repair the aforementioned in a condition acceptable to the Owner.

1.03 CONTRACTOR USE OF THE PREMISES

A. Premises, for the purpose of this Contract, shall mean the site, buildings and other structures located within the property line or in any temporary or permanent construction easements identified on the plans.

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- B. The Contractors shall use and manage the premises and the associated construction activities as follows:
 - 1. To not hinder the Owner's ability to operate their facilities.
 - 2. To allow other Prime Contractors to install their work and complete their contractual obligations in the time period specified.
 - To allow for stockpiling of construction material and debris without any significant hardship, as defined by the Owner's Construction Representative, on the Owner or other contractors.
 - To allow for the stockpiling of excavated soil and imported fill, when called for, without any significant hardship, as defined by the Owner's Construction Representative, on the Owner or other contractors.
 - 5. To allow utility companies to install their work.
 - 6. To allow for the delivery of equipment and materials by independent trucking companies by leaving enough space for backing in and out of areas.
 - 7. To allow for the safe, unimpeded travel way of the Owners vehicles, Owner's Construction Representative's vehicles, Architect/Engineer's vehicles, construction vehicles and heavy construction equipment about the entire site.
- C. Contractors shall maintain the premises in a safe condition throughout the construction period. Compliance with OSHA regulations and site safety shall be the responsibility of the Contractor as it relates to work of the Contract. The posting of all applicable OSHA safety signs shall be the responsibility of the Contractors.
- D. Contractors shall be responsible for protecting Owner's property. All existing buildings, structures, shrubs, trees, lawn fixtures, sculptures and misc. equipment shall be protected at all times. Any removals or relocation of said objects, if allowed shall be as directed by Owner's Construction Representative.
- E. Contractors shall protect all of the physical structures, property and improvements upon the site from damage by their Work and shall immediately repair or replace damage caused by construction operations, employees or equipment employed by the Contractor. All labor, materials and equipment and outside contractors that are employed by the Owner to repair damage caused by the Contractor shall be billed to the Contractor directly or withheld from money due the Contractor for work already completed.
- F. Immediately remove excess excavated material or relocate to areas on the site requiring placement of fill. Do not stockpile excess material on the site.
- G. The construction site space is limited and it shall be the General Contractor's responsibility to manage the site during the entire construction period with input from all concerned parties as to meeting their needs. Equal consideration of the needs of others with that of the Contractor's shall be provided as judged by the Owner.
- H. Due to the limited site area available for construction, staging areas shall be relocated several times during the various stages of construction. Additional compensation for relocating staging areas, equipment and material storage, and trailers are not to be considered an extra cost to the Contractor as this is an anticipated expense that shall be considered at the time of the bid.
- Contractors are responsible for cleaning up their own materials and debris. Failure to maintain a clean work site daily, will result in other performing the work and Contractors being back charged for the cleaning cost plus construction administration fees.
- J. Use of the existing building facilities during construction is prohibited including but not limited to: toilet rooms, telephone and water fountains. Contractors shall be fined (\$250) per occurrence if their employee (or subcontractor's employee) is observed disregarding these rules.

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- K. Should it become necessary to access the existing building during construction hours for measurements or other non-disruptive work, the contractor shall be escorted by an Owner's Construction Representative.
- L. Do not discard or dispose of any waste on-site.
- M. Open fires will not be permitted on the site.
- N. The Sitework Contractor shall employ erosion control measures to protect wetlands located adjacent to the work where shown on the Drawings and as required by regulatory agencies.
- Install erosion control measures as indicated in the Contract. The Contractor shall confine stormwater runoff to the site.

1.04 CONTRACTOR STORAGE, PARKING AND DELIVERIES

- A. Contractors must provide exterior storage containers when required. Final location of storage container shall be determined by the Owner.
- B. Do not unreasonably encumber the premises with materials and equipment. Do not store material in existing buildings. Store all equipment and materials to allow the Owner's employees to operate and conduct their business safely.
- C. Confine premise storage areas to locations designated by the Owner. Immediately repair or replace damaged facilities to the satisfaction of the Owner and to a condition that existed before the damage occurred as determined by preconstruction photographs, or if photographs are unavailable, to that deemed by the Owner.
- D. No materials storage will be permitted within the buildings at any time during construction.
- E. Storage of chemicals and paint materials shall be outside the existing or new structures and shall follow manufacturer's storage/handling guidelines.
- F. Compressed gas containers shall be properly stored and secured per OSHA, to the satisfaction of the Owner. Failure to do so will result in a \$250 back charge, per occurrence.
- G. Contractors shall provide minimum of 48 hours advance written notice to the Owner's Construction Representative for deliveries of materials, site visits by inspectors, manufacturer's representatives or any other occasion that impacts the use of the site. Contractors shall be responsible for any costs that are incurred by the owner, for failure to meet previously agreed upon appointments or work schedules.
- H. Deliveries sent to the Owner will not be signed for or unloaded by the Owner. They will be directed to the construction site and if no employee is on site, the delivery will be rejected, at the contractor's expense.
- I. Night deliveries of equipment (past the designated quitting time) will not be permitted. Do not schedule trucking companies to deliver equipment or wait for the job site to open. Delivery trucks shall not obstruct the site entrance, shall not sit within the neighborhood causing an obstruction or perceived nuisance, nor be left idling on or off the site for any period of time.
- J. Parking shall be in the designated areas of the site only. All automotive type vehicles are to be locked when parked or unattended to prevent unauthorized use. Do not leave vehicles or equipment unattended with the motor running or the ignition key in place. Any vehicles or trucks in non-designated areas may be towed at contractor's expense.

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1.05 WORK HOURS, EMPLOYEE CONDUCT AND MISCELLANEOUS EMPLOYEE REQUIREMENTS

- A. The Contractors will be permitted to schedule working days and hours as specified in the General Terms and Conditions, if no times are specified therein then the work hours shall be Monday Friday 8:00 am 4:00 pm.
- B. Employees are to act in a professional manner. Any employee using inappropriate language or who is disruptive to the work environment will be banned from the site.
- C. Proper work attire is required. Shirts are to be worn at all times and no short pants are permitted.
- D. Comply with the Owner's Identification and Personal Protection Policies. A copy of the current policy will be distributed at the initial job meeting.
- E. Employees shall not converse with local residents or Owner's employees.
- F. Any employee found under the influence of any drug or alcohol will be banned from the site.
- G. The following items are not allowed on the Site or the Owner's premises. Any person observed to bear any of the following items will be immediately removed from the site.
 - Firearms, ammunition, weapons, and dangerous instruments (other than tools required for the work).
 - 2. Alcoholic beverages or illegal controlled substances.
 - 3. Cameras (except with written permission from the Owner).
- H. Smoking is not permitted withing the building except for outdoors at least 100 feet from any window, louver, or door. Comply with the Owner's policies relating to smoking at the Site.
- I. The Contractors shall schedule working days and hours as specified. The contractor shall pay all excess costs for working beyond the times specified. This includes the cost of the owner's employees to keep the building/site open and/or the cost of the additional services for the construction manager.

1.06 UNIFORM SAFETY STANDARDS

- A. Section 155.5 Uniform Safety Standards for School Construction and Maintenance Projects Disclaimer: These Rules of the Regents and Regulations of the Commissioner of Education ("regulations") are unofficial, and are presented for general informational purposes as a public service. Although reasonable efforts have been made to ensure that these regulations are current, complete and accurate, the State Education Department does not warrant or represent that they are current, complete and accurate. These regulations are subject to change on a regular basis. Readers are advised to consult Title 8 of the Official Compilation of Codes, Rules and Regulations of the State of New York (8 NYCRR), published by the Department of State, and the State Register http://www.dos.state.ny.us/info/register.htm for the official exposition of the text of these regulations, as well as for amendments and any subsequent changes or revisions thereto.
 - 1. Monitoring of construction and maintenance activities.
 - The occupied portion of any school building shall always comply with the minimum requirements necessary to maintain a certificate of occupancy and shall be monitored during construction or maintenance activities for safety violations by school district personnel. It is the responsibility of the board of education or board of cooperative educational services to assure that these standards are continuously maintained when the building or any portion thereof is occupied.

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- b. Investigation and disposition of complaints relating to health and safety received as a result of construction and maintenance activities.
 - 1) Boards of education and boards of cooperative educational services shall follow procedures established under section 155.4(d)(7) of this Part.
- c. Pre-construction testing and planning for construction projects.
 - 1) Boards of education and boards of cooperative educational services shall assure that proper planning is made for safety of building occupants during construction. For all construction projects for which bids are issued on or after September 30, 1999, such boards shall assure that safety is addressed in the bid specifications and contract documents before contract documents are advertised for bid. All school areas to be disturbed during renovation or demolition shall be tested for lead and asbestos. Appropriate procedures to protect the health of building occupants shall be included in the final construction documents for bidding.
 - 2) Boards of education and boards of cooperative educational services shall establish procedures for involvement of the health and safety committee to monitor safety during school construction projects. The health and safety committees in school districts other than in cities with one million inhabitants or more shall be expanded during construction projects to include the project architect, construction manager, and the contractors. Such committee shall meet periodically to review issues and address complaints related to health and safety resulting from the construction project. In the case of a city school district in a city of one million inhabitants or more, the board of education shall submit procedures for protecting health and safety during construction to the commissioner for approval. Such procedures shall outline methods for compliance with this section.
 - The district emergency management plan shall be updated to reflect any changes necessary to accommodate the construction process, including an updated emergency exit plan indicating temporary exits required due to construction. Provisions shall be made for the emergency evacuation and relocation or release of students and staff in the event of a construction incident.
 - 4) Fire drills shall be held to familiarize students and staff with temporary exits and revised emergency procedures whenever such temporary exits and revised emergency procedures are required.
- d. Pre-construction notification of construction projects.
 - The board of education or board of cooperative educational services shall establish procedures for notification of parents, staff and the community in advance of a construction project of \$10,000 or more to be conducted in a school building while the building is occupied. Such procedures shall provide notice at least two months prior to the date on which construction is scheduled to begin, provided that in the case of emergency construction projects, such notice shall be provided as far in advance of the start of construction as is practicable. Such notice shall include information on the district's obligations under this section to provide a safe school environment during construction projects. Such notice requirement may be met by publication in district newsletters, direct mailings, or holding a public hearing on the project to inform parents, students, school personnel and community members.
- e. General safety and security standards for construction projects.
 - 1) All construction materials shall be stored in a safe and secure manner.
 - 2) Fences around construction supplies or debris shall be maintained.
 - 3) Gates shall always be locked unless a worker is in attendance to prevent unauthorized entry.
 - 4) During exterior renovation work, overhead protection shall be provided for any sidewalks or areas immediately beneath the work site or such areas shall be fenced off and provided with warning signs to prevent entry.
 - 5) Workers shall be required to wear photo identification badges at all times for identification and security purposes while working at occupied sites.

- f. Separation of construction areas from occupied spaces.
 - 1) Construction areas which are under the control of a contractor and therefore not occupied by district staff or students shall be separated from occupied areas. Provisions shall be made to prevent the passage of dust and contaminants into occupied parts of the building. Periodic inspection and repairs of the containment barriers must be made to prevent exposure to dust or contaminants. Gypsum board must be used in exit ways or other areas that require fire rated separation. Heavy duty plastic sheeting may be used only for a vapor, fine dust or air infiltration barrier, and shall not be used to separate occupied spaces from construction areas.
 - 2) A specific stairwell and/or elevator should be assigned for construction worker use during work hours. In general, workers may not use corridors, stairs or elevators designated for students or school staff.
 - 3) Large amounts of debris must be removed by using enclosed chutes or a similar sealed system. There shall be no movement of debris through halls of occupied spaces of the building. No material shall be dropped or thrown outside the walls of the building.
 - 4) All occupied parts of the building affected by renovation activity shall be cleaned at the close of each workday. School buildings occupied during a construction project shall maintain required health, safety and educational capabilities at all times that classes are in session.
- g. Maintaining exiting and ventilation during school construction projects.
 - The following information shall be included in all plans and specifications for school building projects:
 - (a) A plan detailing how exiting required by the applicable building code will be maintained during construction. The plan shall indicate temporary construction required to isolate construction equipment, materials, people, dust, fumes, odors, and noise during the construction period. Temporary construction details shall meet code-required fire ratings for separation and corridor enclosure. At a minimum, required exits, temporary stairs, ramps, exit signs, and door hardware shall be provided at all times.
 - (b) A plan detailing how adequate ventilation will be maintained during construction. The plan shall indicate ductwork which must be rerouted, disconnected, or capped in order to prevent contaminants from the construction area from entering the occupied areas of the building. The plan shall also indicate how required ventilation to occupied spaces affected by construction will be maintained during the project.
- h. Fire and hazard prevention.
 - 1) Areas of buildings under construction that are to remain occupied shall maintain a certificate of occupancy. In addition, the following shall be strictly enforced:
 - (a) No smoking is allowed on public school property, including construction areas.
 - (b) During construction daily inspections of district occupied areas shall be conducted by school district personnel to assure that construction materials, equipment or debris not block fire exits or emergency egress windows.
 - (c) Proper operation of fire extinguishers, fire alarm, and smoke/fire detection systems shall be maintained throughout the project.
- i. Noise abatement during construction and maintenance activities.
 - 1) Construction and maintenance operations shall not produce noise in excess of 60 dba in occupied spaces or shall be scheduled for times when the building or affected building spaces are not occupied or acoustical abatement measures shall be taken. Noise level measurements (dba) shall be taken with a type 2 sound level meter in the occupied space in a location closest to the source of the noise. Complaints regarding excessive noise shall be addressed through the health and safety committee. The district should anticipate those times when

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- construction noise is unacceptable and incorporate "no work" periods into the bid specifications.
- j. Control of chemical fumes, gases, and other contaminants during construction and maintenance projects.
 - The bid specifications and construction contracts for each construction project shall indicate how and where welding, gasoline engine, roofing, paving, painting or other fumes will be exhausted. Care must be taken to assure fresh air intakes do not draw in such fumes.
 - The bid specifications shall require schedules of work on construction and 2) maintenance projects which include time for off-gassing of volatile organic compounds introduced during construction before occupancy is allowed. Specific attention is warranted for activities including glues, paint, furniture, carpeting, wall coverings, and drapery. Manufacturers shall be contacted to obtain information regarding appropriate temperatures and times needed to cure or ventilate the product during use and before safe occupancy of a space can be assured. Building materials or furnishings which off-gas chemical fumes, gases, or other contaminants shall be aired out in a well ventilated heated warehouse before it is brought to the project for installation or the manufacturer's recommended off-gassing periods must be scheduled between installation and use of the space. If the work will generate toxic gases that cannot be contained in an isolated area, the work must be done when school classes and programs are not in session. The building must be properly ventilated and the material must be given proper time to cure or off-gas before re-occupancy.
 - Manufacturer's material safety data sheets (MSDS) shall be maintained at the site for all products used in the project. MSDS must be provided to anyone who requests them. MSDS indicate chemicals used in the product, product toxicity, typical side effects of exposure to the product and safe procedures for use of the product.
- k. Asbestos abatement protocols.
 - All asbestos abatement projects shall comply with all applicable Federal and State laws including but not limited to the New York State Department of Labor industrial code rule 56 (12 NYCRR 56), and the Federal Asbestos Hazard Emergency Response Act (AHERA), 40 CFR part 763 (Code of Federal Regulations, 1998 Edition, Superintendent of Public Documents, U.S. Government Printing Office, Washington, DC 20402; 1998; available at the Office of Facilities Planning, Education Building Annex, Room 1060, State Education Department, Albany, NY 12234). Large and small asbestos projects as defined by 12 NYCRR 56 shall not be performed while the building is occupied. Minor asbestos projects defined by 12 NYCRR 56 as an asbestos project involving the removal, disturbance, repair, encapsulation, enclosure or handling of 10 square feet or less of asbestos or asbestos material, or 25 linear feet or less of asbestos or asbestos material may be performed in unoccupied areas of an occupied building in accordance with the above referenced regulations.
- I. Lead paint.
 - Any construction or maintenance operations which will disturb lead based paint will require abatement of those areas pursuant to protocols detailed in the "Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing" (June 1995; U.S. Department of Housing and Urban Development, Washington, D.C. 20410; available at the Office of Facilities Planning, Education Building Annex, Room 1060, State Education Department, Albany, NY 12234). All areas scheduled for construction as well as areas of flaking and peeling paint shall be tested for the presence of lead and abated or encapsulated in accordance with the above noted guidelines.
- m. Radon.

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- Districts shall take responsibility to be aware of the geological potential for high levels of radon and to test and mitigate as appropriate. This information is available from the New York State Department of Health Radon Measurement Database.
- n. Post construction inspection.
 - The school district or board of cooperative educational services shall provide the opportunity for a walk-through inspection by the health and safety committee members to confirm that the area is ready to be reopened for use.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

1.01 SECTION INCLUDES

- A. SED Commissioner's Uniform Safety Standards Section155.5
- B. Contractor use of the premises.

1.02 SITE ACCESS AND CONTROL

- A. Contractors shall use the designated entrance to the site as shown on the drawings. If no site entrance is designated, Contractors shall use an entrance designated by the Owner's Construction Representative.
 - The Owner may permit, solely at the Owner's discretion, the temporary use of another entrance for site access.
 - The Owner will only review requests made by the Contractor for an exception to the designated site entrance if made in writing at least 72 hours in advance of each of the times desired for use.
- B. All contractors to maintain the entrance area clear of materials, vehicles and any other obstacle or debris. Failure to do so will result in a minimum back charge of \$750 per occurrence.
- C. The area around the site is a residential neighborhood. The Owner intends to be a good neighbor. Contractors shall not close any road for any period in time. The Contractors shall take whatever measures are necessary to not cause any inconvenience to the area's residents
- D. All Contractors are responsible to employ methods to prevent construction materials and/or debris from leaving the site. All Contractors are responsible to routinely monitor the areas surrounding the site during the day as well as at the end of the work-day and to immediately clean up any area to its previous condition.
- E. The Contractors shall employ methods to prevent the transmission of dirt from vehicles driving on exposed areas of the site from reaching the surrounding roadways. The Contractors will be responsible to immediately clean the roadway, should the measures being taken by the Contractors not satisfactorily control the transmission of any dirt to the roadway.
- F. Any damages to areas outside the site, spills of soil, liquid, or any other material shall immediately be repaired, cleaned and restored to its previous condition.
- G. The Contractors shall comply with all state and local requirements for allowable weight limits of vehicles on all roads.
- H. The Owner reserves the right to back charge the Contractors for all costs associated with maintaining the grounds as well as maintaining areas outside the site, which may be disturbed by the Contractors should the Contractors fail to maintain or repair the aforementioned in a condition acceptable to the Owner.

1.03 CONTRACTOR USE OF THE PREMISES

- A. Premises, for the purpose of this Contract, shall mean the site, buildings and other structures located within the property line or in any temporary or permanent construction easements identified on the plans.
- B. The Contractors shall use and manage the premises and the associated construction activities as follows:
 - 1. To not hinder the Owner's ability to operate their facilities.

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- 2. To allow other Prime Contractors to install their work and complete their contractual obligations in the time period specified.
- 3. To allow for stockpiling of construction material and debris without any significant hardship, as defined by the Owner's Construction Representative, on the Owner or other contractors.
- 4. To allow for the stockpiling of excavated soil and imported fill, when called for, without any significant hardship, as defined by the Owner's Construction Representative, on the Owner or other contractors.
- 5. To allow utility companies to install their work.
- 6. To allow for the delivery of equipment and materials by independent trucking companies by leaving enough space for backing in and out of areas.
- 7. To allow for the safe, unimpeded travel way of the Owners vehicles, Owner's Construction Representative's vehicles, Architect/Engineer's vehicles, construction vehicles and heavy construction equipment about the entire site.
- C. Contractors shall maintain the premises in a safe condition throughout the construction period. Compliance with OSHA regulations and site safety shall be the responsibility of the Contractor as it relates to work of the Contract. The posting of all applicable OSHA safety signs shall be the responsibility of the Contractors.
- D. Contractors shall be responsible for protecting Owner's property. All existing buildings, structures, shrubs, trees, lawn fixtures, sculptures and misc. equipment shall be protected at all times. Any removals or relocation of said objects, if allowed shall be as directed by Owner's Construction Representative.
- E. Contractors shall protect all of the physical structures, property and improvements upon the site from damage by their Work and shall immediately repair or replace damage caused by construction operations, employees or equipment employed by the Contractor. All labor, materials and equipment and outside contractors that are employed by the Owner to repair damage caused by the Contractor shall be billed to the Contractor directly or withheld from money due the Contractor for work already completed.
- F. Immediately remove excess excavated material or relocate to areas on the site requiring placement of fill. Do not stockpile excess material on the site.
- G. The construction site space is limited and it shall be the General Contractor's responsibility to manage the site during the entire construction period with input from all concerned parties as to meeting their needs. Equal consideration of the needs of others with that of the Contractor's shall be provided as judged by the Owner.
- H. Due to the limited site area available for construction, staging areas shall be relocated several times during the various stages of construction. Additional compensation for relocating staging areas, equipment and material storage, and trailers are not to be considered an extra cost to the Contractor as this is an anticipated expense that shall be considered at the time of the bid.
- I. Contractors are responsible for cleaning up their own materials and debris. Failure to maintain a clean work site daily, will result in other performing the work and Contractors being back charged for the cleaning cost plus construction administration fees.
- J. Use of the existing building facilities during construction is prohibited including but not limited to: toilet rooms, telephone and water fountains. Contractors shall be fined (\$250) per occurrence if their employee (or subcontractor's employee) is observed disregarding these rules.
- K. Should it become necessary to access the existing building during construction hours for measurements or other non-disruptive work, the contractor shall be escorted by an Owner's Construction Representative.

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- L. Do not discard or dispose of any waste on-site.
- M. Open fires will not be permitted on the site.
- N. The Sitework Contractor shall employ erosion control measures to protect wetlands located adjacent to the work where shown on the Drawings and as required by regulatory agencies.
- O. Install erosion control measures as indicated in the Contract. The Contractor shall confine stormwater runoff to the site.

1.04 CONTRACTOR STORAGE, PARKING AND DELIVERIES

- A. Contractors must provide exterior storage containers when required. Final location of storage container shall be determined by the Owner.
- B. Do not unreasonably encumber the premises with materials and equipment. Do not store material in existing buildings. Store all equipment and materials to allow the Owner's employees to operate and conduct their business safely.
- C. Confine premise storage areas to locations designated by the Owner. Immediately repair or replace damaged facilities to the satisfaction of the Owner and to a condition that existed before the damage occurred as determined by preconstruction photographs, or if photographs are unavailable, to that deemed by the Owner.
- D. No materials storage will be permitted within the buildings at any time during construction.
- E. Storage of chemicals and paint materials shall be outside the existing or new structures and shall follow manufacturer's storage/handling guidelines.
- F. Compressed gas containers shall be properly stored and secured per OSHA, to the satisfaction of the Owner. Failure to do so will result in a \$250 back charge, per occurrence.
- G. Contractors shall provide minimum of 48 hours advance written notice to the Owner's Construction Representative for deliveries of materials, site visits by inspectors, manufacturer's representatives or any other occasion that impacts the use of the site. Contractors shall be responsible for any costs that are incurred by the owner, for failure to meet previously agreed upon appointments or work schedules.
- H. Deliveries sent to the Owner will not be signed for or unloaded by the Owner. They will be directed to the construction site and if no employee is on site, the delivery will be rejected, at the contractor's expense.
- I. Night deliveries of equipment (past the designated quitting time) will not be permitted. Do not schedule trucking companies to deliver equipment or wait for the job site to open. Delivery trucks shall not obstruct the site entrance, shall not sit within the neighborhood causing an obstruction or perceived nuisance, nor be left idling on or off the site for any period of time.
- J. Parking shall be in the designated areas of the site only. All automotive type vehicles are to be locked when parked or unattended to prevent unauthorized use. Do not leave vehicles or equipment unattended with the motor running or the ignition key in place. Any vehicles or trucks in non-designated areas may be towed at contractor's expense.

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1.05 WORK HOURS, EMPLOYEE CONDUCT AND MISCELLANEOUS EMPLOYEE REQUIREMENTS

- A. The Contractors will be permitted to schedule working days and hours as specified in the General Terms and Conditions, if no times are specified therein then the work hours shall be Monday Friday 8:00 am 4:00 pm.
- B. Employees are to act in a professional manner. Any employee using inappropriate language or who is disruptive to the work environment will be banned from the site.
- C. Proper work attire is required. Shirts are to be worn at all times and no short pants are permitted.
- D. Comply with the Owner's Identification and Personal Protection Policies. A copy of the current policy will be distributed at the initial job meeting.
- E. Employees shall not converse with local residents or Owner's employees.
- F. Any employee found under the influence of any drug or alcohol will be banned from the site.
- G. The following items are not allowed on the Site or the Owner's premises. Any person observed to bear any of the following items will be immediately removed from the site.
 - Firearms, ammunition, weapons, and dangerous instruments (other than tools required for the work).
 - 2. Alcoholic beverages or illegal controlled substances.
 - 3. Cameras (except with written permission from the Owner).
- H. Smoking is not permitted withing the building except for outdoors at least 100 feet from any window, louver, or door. Comply with the Owner's policies relating to smoking at the Site.
- I. The Contractors shall schedule working days and hours as specified. The contractor shall pay all excess costs for working beyond the times specified. This includes the cost of the owner's employees to keep the building/site open and/or the cost of the additional services for the construction manager.

1.06 UNIFORM SAFETY STANDARDS - <u>SECTION 155.5 - UNIFORM SAFETY STANDARDS FOR SCHOOL CONSTRUCTION AND MAINTENANCE PROJECTS.</u>

Disclaimer: These Rules of the Regents and Regulations of the Commissioner of Education ("regulations") are unofficial, and are presented for general informational purposes as a public service. Although reasonable efforts have been made to ensure that these regulations are current, complete and accurate, the State Education Department does not warrant or represent that they are current, complete and accurate. These regulations are subject to change on a regular basis. Readers are advised to consult Title 8 of the Official Compilation of Codes, Rules and Regulations of the State of New York (8 NYCRR), published by the Department of State, and the State Register external link for the official exposition of the text of these regulations, as well as for amendments and any subsequent changes or revisions thereto.

- A. Monitoring of construction and maintenance activities.
 - 1. The occupied portion of any school building shall always comply with the minimum requirements necessary to maintain a certificate of occupancy and shall be monitored during construction or maintenance activities for safety violations by school district personnel. It is the responsibility of the board of education or board of cooperative educational services to assure that these standards are continuously maintained when the building or any portion thereof is occupied.

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- B. Investigation and disposition of complaints relating to health and safety received as a result of construction and maintenance activities.
 - 1. Boards of education and boards of cooperative educational services shall follow procedures established under section 155.4(d)(7) of this Part.(c) Pre-construction testing and planning for construction projects.
 - a. Boards of education and boards of cooperative educational services shall assure that proper planning is made for safety of building occupants during construction. For all construction projects for which bids are issued on or after September 30, 1999, such boards shall assure that safety is addressed in the bid specifications and contract documents before contract documents are advertised for bid. All school areas to be disturbed during renovation or demolition shall be tested for lead and asbestos. Appropriate procedures to protect the health of building occupants shall be included in the final construction documents for bidding.
 - b. Boards of education and boards of cooperative educational services shall establish procedures for involvement of the health and safety committee to monitor safety during school construction projects. The health and safety committees in school districts other than in cities with one million inhabitants or more shall be expanded during construction projects to include the project architect, construction manager, and the contractors. Such committee shall meet periodically to review issues and address complaints related to health and safety resulting from the construction project. In the case of a city school district in a city of one million inhabitants or more, the board of education shall submit procedures for protecting health and safety during construction to the commissioner for approval. Such procedures shall outline methods for compliance with this section.
 - c. The district emergency management plan shall be updated to reflect any changes necessary to accommodate the construction process, including and be i updated emergency exit plan indicating temporary exits required due to construction. Provisions shall be made for the emergency evacuation and relocation or release of students and staff in the event of a construction incident.
 - d. Fire drills shall be held to familiarize students and staff with temporary exits and revised emergency procedures whenever such temporary exits and revised emergency procedures are required.
- C. Pre-construction testing and planning for construction projects.
 - 1. The board of education or board of cooperative educational services shall establish procedures for notification of parents, staff and the community in advance of a construction project of \$10,000 or more to be conducted in a school building while the building is occupied. Such procedures shall provide notice at least two months prior to the date on which construction is scheduled to begin, provided that in the case of emergency construction projects, such notice shall be provided as far in advance of the start of construction as is practicable. Such notice shall include information on the district's obligations under this section to provide a safe school environment during construction projects. Such notice requirement may be met by publication in district newsletters, direct mailings, or holding a public hearing on the project to inform parents, students, school personnel and community members.
- D. General safety and security standards for construction projects.
 - 1. All construction materials shall be stored in a safe and secure manner.
 - 2. Fences around construction supplies or debris shall be maintained.
 - Gates shall always be locked unless a worker is in attendance to prevent unauthorized entry.
 - 4. During exterior renovation work, overhead protection shall be provided for any sidewalks or areas immediately beneath the work site or such areas shall be fenced off and provided with warning signs to prevent entry.

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- 5. Workers shall be required to wear photo identification badges at all times for identification and security purposes while working at occupied sites.
- E. Separation of construction areas from occupied spaces.
 - 1. Construction areas which are under the control of a contractor and therefore not occupied by district staff or students shall be separated from occupied areas. Provisions shall be made to prevent the passage of dust and contaminants into occupied parts of the building. Periodic inspection and repairs of the containment barriers must be made to prevent exposure to dust or contaminants. Gypsum board must be used in exit ways or other areas that require fire rated separation. Heavy duty plastic sheeting may be used only for a vapor, fine dust or air infiltration barrier, and shall not be used to separate occupied spaces from construction areas.
 - a. A specific stairwell and/or elevator should be assigned for construction worker use during work hours. In general, workers may not use corridors, stairs or elevators designated for students or school staff.
 - b. Large amounts of debris must be removed by using enclosed chutes or a similar sealed system. There shall be no movement of debris through halls of occupied spaces of the building. No material shall be dropped or thrown outside the walls of the building.
 - c. All occupied parts of the building affected by renovation activity shall be cleaned at the close of each workday. School buildings occupied during a construction project shall maintain required health, safety and educational capabilities at all times that classes are in session.
- F. Maintaining exiting and ventilation during school construction projects.
 - 1. The following information shall be included in all plans and specifications for school building projects:
 - a. A plan detailing how exiting required by the applicable building code will be maintained during construction. The plan shall indicate temporary construction required to isolate construction equipment, materials, people, dust, fumes, odors, and noise during the construction period. Temporary construction details shall meet code-required fire ratings for separation and corridor enclosure. At a minimum, required exits, temporary stairs, ramps, exit signs, and door hardware shall be provided at all times.
 - b. A plan detailing how adequate ventilation will be maintained during construction. The plan shall indicate ductwork which must be rerouted, disconnected, or capped in order to prevent contaminants from the construction area from entering the occupied areas of the building. The plan shall also indicate how required ventilation to occupied spaces affected by construction will be maintained during the project.
- G. Fire and hazard prevention.
 - 1. Areas of buildings under construction that are to remain occupied shall maintain a certificate of occupancy. In addition, the following shall be strictly enforced:
 - a. (1) No smoking is allowed on public school property, including construction areas.
 - b. (2) During construction daily inspections of district occupied areas shall be conducted by school district personnel to assure that construction materials, equipment or debris not block fire exits or emergency egress windows.
 - c. (3) Proper operation of fire extinguishers, fire alarm, and smoke/fire detection systems shall be maintained throughout the project.
- H. Noise abatement during construction and maintenance activities.
 - 1. Construction and maintenance operations shall not produce noise in excess of 60 dba in occupied spaces or shall be scheduled for times when the building or affected building spaces are not occupied or acoustical abatement measures shall be taken. Noise level measurements (dba) shall be taken with a type 2 sound level meter in the occupied space in a location closest to the source of the noise. Complaints regarding excessive noise shall be addressed through the health and safety committee. The district should anticipate those

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times when construction noise is unacceptable and incorporate "no work" periods into the bid specifications.

- Control of chemical fumes, gases, and other contaminants during construction and maintenance projects.
 - The bid specifications and construction contracts for each construction project shall indicate how and where welding, gasoline engine, roofing, paving, painting or other fumes will be exhausted. Care must be taken to assure fresh air intakes do not draw in such fumes
 - The bid specifications shall require schedules of work on construction and a. maintenance projects which include time for off-gassing of volatile organic compounds introduced during construction before occupancy is allowed. Specific attention is warranted for activities including glues, paint, furniture, carpeting, wall coverings, and drapery. Manufacturers shall be contacted to obtain information regarding appropriate temperatures and times needed to cure or ventilate the product during use and before safe occupancy of a space can be assured. Building materials or furnishings which off-gas chemical fumes, gases, or other contaminants shall be aired out in a well ventilated heated warehouse before it is brought to the project for installation or the manufacturer's recommended off-gassing periods must be scheduled between installation and use of the space. If the work will generate toxic gases that cannot be contained in an isolated area, the work must be done when school classes and programs are not in session. The building must be properly ventilated and the material must be given proper time to cure or off-gas before re-occupancy.
 - b. Manufacturer's material safety data sheets (MSDS) shall be maintained at the site for all products used in the project. MSDS must be provided to anyone who requests them. MSDS indicate chemicals used in the product, product toxicity, typical side effects of exposure to the product and safe procedures for use of the product.
- J. Asbestos abatement protocols.
 - All asbestos abatement projects shall comply with all applicable Federal and State laws including but not limited to the New York State Department of Labor industrial code rule 56 (12 NYCRR 56), and the Federal Asbestos Hazard Emergency Response Act (AHERA), 40 CFR part 763 (Code of Federal Regulations, 1998 Edition, Superintendent of Public Documents, U.S. Government Printing Office, Washington, DC 20402; 1998; available at the Office of Facilities Planning, Education Building Annex, Room 1060, State Education Department, Albany, NY 12234). Large and small asbestos projects as defined by 12 NYCRR 56 shall not be performed while the building is occupied. Minor asbestos projects defined by 12 NYCRR 56 as an asbestos project involving the removal, disturbance, repair, encapsulation, enclosure or handling of 10 square feet or less of asbestos or asbestos material, or 25 linear feet or less of asbestos or asbestos material may be performed in unoccupied areas of an occupied building in accordance with the above referenced regulations.

K. Lead paint.

- 1. Any construction or maintenance operations which will disturb lead based paint will require abatement of those areas pursuant to protocols detailed in the "Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing" (June 1995; U.S. Department of Housing and Urban Development, Washington, D.C. 20410; available at the Office of Facilities Planning, Education Building Annex, Room 1060, State Education Department, Albany, NY 12234). All areas scheduled for construction as well as areas of flaking and peeling paint shall be tested for the presence of lead and abated or encapsulated in accordance with the above noted guidelines.
- L. Radon.

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- Districts shall take responsibility to be aware of the geological potential for high levels of radon and to test and mitigate as appropriate. This information is available from the New York State Department of Health Radon Measurement Database.
- M. Post construction inspection.
 - The school district or board of cooperative educational services shall provide the opportunity for a walk-through inspection by the health and safety committee members to confirm that the area is ready to be reopened for use.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

1.01 SECTION INCLUDES

A. Site Utilization Plan requirements

1.02 SITE UTILIZATION PLAN REQUIREMENTS

- A. Each Contractor shall prepare a Site Utilization Plan (SUP) showing staging areas, parking areas, stockpile areas, debris container areas, unloading areas, and trailer areas for review by the Architect/Engineer and Owner's Construction Representative. The length and number of meetings necessary to develop and adopt a SUP shall be as required.
- B. Meetings will be held at the site with all concerned parties to assist the Contractor in developing the criteria for the plan. During these meetings, all parties will present their needs and requirements for site utilization. Representatives from the local municipality or utility companies may be attending. The requirements of the local municipality and utility companies shall be incorporated into the SUP.
- C. Each Contractor shall then prepare a draft site plan that attempts to incorporate the needs of all concerned parties. Another meeting will then be held at the site to review and present the plan. The plan shall then be revised at that meeting and adopted for use if it is acceptable to all relevant parties. If all parties cannot agree on an acceptable plan, then the Owner's Construction Representative will establish the Site Utilization Plan without any claims from any contractor.
- D. Each Contractor, by submitting a bid, understands the importance of a workable Site Utilization Plan and also understands that the Owner's Construction Representative may be required to select a plan for the contractor to adopt that is not ideal to the planned construction activities anticipated before the bid was submitted. There shall be no claims for damages associated with site utilization.
- E. If the General Contractor fails to prepare the Site Utilization Plan as stipulated above, then the Owner reserves the right to back charge the Contractor for the costs associated with having a Site Utilization Plan developed.
- F. If a Prime Contractor fails to participate or attend the meetings scheduled to develop the Site Utilization Plan then the Prime Contractor will forfeit any right to comment on the plan that is developed.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

1.01 SECTION INCLUDES

- A. Allowance pricing for the following items:
 - 1. Contingency Account.
- B. This Section covers the requirements for use of the cash allowances listed above contained in the proposal (Bid Forms, Price Schedule) and included in the Contract Price bid by the Contractor and defines and stipulates the charges that will be paid for out of the stipulated allowances.
- C. The Contractor shall include the cash allowances stipulated in this Section in the amount bid (Base Bid).
- D. Eligible costs described in this Section, and Sections referenced herein, will be the only costs paid for out of the stipulated allowances.
- E. All other costs associated with the project as specified and/or shown, including but not limited to the delivery, installation and all Contractor overhead and/or collateral expenses are to be distributed among the other portions of the work and shall be included in the lump sum base bid.

1.02 CHANGES TO STIPULATED (CASH) ALLOWANCE

A. If the actual cost of services differs from the cash allowance, then the Contract Price will be adjusted accordingly.

1.03 PAYMENTS TO BE MADE OUT OF CONTINGENCY ACCOUNT

- A. Include the cash allowance as shown in the proposal, in the amount bid for use upon the Owner's instructions.
- B. The Owner will draw funds from the contingency account only upon prior written approval by the Owner's Construction Field Representative and Architect/Engineer.
- C. Funds remaining at project closeout shall be credited to the Owner.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

1.01 SECTION INCLUDES

- A. This Section includes the requirements for substitution of specified products during construction.
- B. The Architect/Engineer will consider requests for substitutions only within <u>two (2)</u> business days following the Bid Opening.
- C. Products named by the Bidder, at the time of bid, shall be furnished and installed and substitutions will not be considered by the Owner/Architect/Engineer for those products.

1.02 CONTRACTOR'S OPTIONS

- A. For products specified only by reference standard, select any product meeting that standard.
- B. For products specified by naming several products or manufacturers, select any one of the products or manufacturers named which complies with the Specifications.
- C. Where products are not named, then submit products that meet the specifications.

PART 2 - PRODUCTS

2.01 SUBSTITUTIONS

- A. <u>Name</u> The Drawings and Specifications list acceptable manufacturers, commercial names, trademarks, brands and other product, material and equipment designations. Such names are provided to establish the required type, quality and other salient requirements of procurement.
- B. <u>Equals</u> An item equal to that named or described on the Drawings or in the Specifications may be provided by Contractor if accepted in writing by the Architect/Engineer.
- C. A request for product substitution constitutes a representation that the Contractor:
 - 1. Has investigated proposed Product and determined that it meets or exceeds the quality level of the specified Product.
 - 2. Shall provide the same warranty for the Substitution as for the specified Product.
 - 3. Shall coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner, including extra charges by other Prime Contractors, material suppliers, and vendors.
 - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
 - 5. May be responsible to reimburse the Owner for review or redesign services associated with re-approval by authorities, if required.
 - 6. May be responsible to reimburse the Owner for all additional A/E services needed by the Architect/Engineer for extra services associated with the review of the Contractor's substituted item since it could not have been originally included in the Architect/Engineer's professional engineering services agreement. Reimbursement shall be based on the man-hours expended, at current billing rates. A copy of the billing rates will be provided to the contractor for approval prior to services being provided.
- D. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
- E. <u>Substitution Submittal Procedure:</u>

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- 1. The Contractor shall submit three (3) copies of the <u>REQUEST FOR SUBSTITUTION</u> <u>FORM</u> for consideration including all required information.
- 2. The Contractor shall use the form included within this Section.
- 3. All forms shall be type written.
- 4. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence.
- F. The burden to prove product equivalence rests on the Contractor.
- G. The Architect/Engineer will notify Contractor in writing of decision to accept or reject request and at that time the Contractor can make a formal submittal in accordance with the requirements contained in Section 013300.
- H. Substitutions may be considered when a product becomes unavailable through no fault of the Contractor or the Architect.

PART 3 - EXECUTION

NOT USED

This space left intentionally blank.

REQUEST FOR SUBSTITUTION FORM

| Project: Ridgeway Elementary School Renovations & Upgrades | Substitution Request Number: |
|--|--------------------------------------|
| Contractor: | |
| Address: | |
| To: | Date: |
| H2M Project Number: WPSD2304 | Owner: White Plains School District |
| Contract Name: | Contract No.: |
| | |
| Specification Title: | |
| Section: Page: | Article/Paragraph: |
| Drawing No(s).: | |
| | |
| Proposed Substitution: | |
| Manufacturer: | Address: |
| Trade Name: | Phone #: () |
| Installer: | Address: |
| Phone #: () | |
| History:New product2-5 years old | 5-10 years oldMore than 10 years old |
| Differences between proposed substitution and | specified product: |
| | |
| Point-by-point comparative data attached | |
| Reason for not providing specified item (Attach | separate sheet if necessary): |

| Typical Similar Installation: |
|--|
| Project: |
| Engineer / Architect: |
| Address: |
| Owner: |
| Date Installed: |
| Submit complete installation list on separate sheets. |
| Proposed substitution affects other parts of Work:NoYes |
| Explain: |
| Gross Savings to Owner for accepting substitution: \$ |
| Proposed substitution changes Contract Time:NoYes |
| Add / deduct (circle): days |
| Supporting data attached for evaluation of the proposed substitution: |
| Product DataPhotosDrawingsTestsReportsSamples |
| Other (explain): |
| Attached data includes description, specifications, drawings, photographs, performance and test data adequate for evaluation of request; applicable portions of data are clearly identified. |
| Attached data also includes a description of changes to Contract Documents that proposed substitution will require for its proper installation. |

The undersigned certifies that the following paragraphs, unless modified by attachments, are correct:

- 1. Proposed Substitution has been fully checked and coordinated with Contract Documents.
- 2. Proposed Substitution does not affect dimensions shown on Drawings.
- 3. Proposed Substitution does not require revisions to any other Prime Contractor's work.
- 4. The undersigned will pay for changes to building design, including Architectural and Engineering design, detailing, and construction costs caused by requested Substitution.
- 5. Proposed Substitution will have no adverse affect on other trades, construction schedule, or specified warranty requirements.
- 6. Maintenance and service parts will be locally available for proposed substitution.
- 7. The undersigned further states that the function, appearance, and quality of proposed Substitution are equivalent or superior to specified item.

This request for product substitution also constitutes a representation that I, as the Contractor:

- Has investigated proposed Product and determined that it meets or exceeds the quality of the specified Product.
- 2. Shall provide the same warranty for the Substitution as for the specified Product.
- 3. Shall coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner, including extra charges by other Prime Contractors, material suppliers, and vendors.
- 4. Waives claims for additional costs or time extension that may subsequently become apparent.
- 5. Shall reimburse the Owner and the Architect/Engineer for review or redesign services associated with re-approval by authorities.
- 6. Shall reimburse the Owner for all additional engineering services claimed by the Architect/Engineer for extra services associated with the review of the Contractor's substituted item since it could not have been originally included in the Architect/Engineer's professional engineering services agreement. Reimbursement shall be based on the man-hours expended, at current billing rates.

| Contractor's Authorized Representative (Typewritten): |
|---|
| Authorized Signature: |
| Date: |

END OF SECTION

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1.01 DESCRIPTION

A. Work under this Section specifies the procedures used to process partial payments and the Final Payment Request.

1.02 SUMMARY

- A. This Section specifies administrative and procedural requirements governing each prime contractor's Applications for Payment.
 - 1. Coordinate the Schedule of Values and Applications for Payment with the Contractor's Construction Schedule, Submittal Schedule, and List of Subcontracts.
- B. Related Sections: The following Sections contain requirements that relate to this Section.
 - Schedules: The Contractor's Construction Schedule and Submittal Schedule are specified in Division 01 - Section 013300 - SUBMITTALS.

1.03 TIME FOR COMPLETION

- A. Inasmuch as the provisions of the Contract relating to the time for performance and completion of the Work are for the purposes of enabling the Owner to proceed with the construction of a public improvement in accordance with a predetermined program, and inasmuch as failure to complete the Work within the period herein specified may result in damage or loss to the Owner, time is of the essence of the Contract.
- B. Time for completion of the Work shall be in accordance with that stipulated in the Contract Documents.
- C. The date for completion will be calculated from the date shown on the Notice to Proceed. The Contractor shall execute the Work with diligence from day to day, and complete it within the time fixed.
- D. For the purpose of defining the date of substantial completion, the Project will be considered complete when all Work covered by the Contract has been performed and all installations and equipment have been tested and are ready for permanent use. Contractor shall provide a copy of the final Certificate of Occupancy from the AHJ prior to issuance of the final payment. Removal of the Contractor's plant and equipment and other minor adjustments which do not prevent use of the Project will not be a factor in establishing the date of substantial completion.
- E. Notwithstanding the foregoing, the Architect/Engineer will establish the date of substantial completion when the project is accepted and ready for operation, and no large or major items of work are as yet outstanding. At such time, the Architect/Engineer will issue a punch list, itemizing the items of work remaining. The punch list will include "minor" items only, as defined solely by the Architect/Engineer. Any prior punch lists, which include "major" or significant items, as defined by the Architect/Engineer, shall not be a criterion in establishing the date of substantial completion.

1.04 PARTIAL COMPENSATION

- A. At the Owner's discretion, the Contractor may receive compensation for materials and products delivered to the site yet not installed providing:
 - 1. A canceled check or paid bill from the supplier is submitted to the Architect/Engineer indicating that the Contractor has paid the supplier for the material or equipment.

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- The material or piece of equipment is properly stored and protected from the elements and/or vandalism in accordance with the manufacturer's written requirements for long term storage.
- A certificate of insurance is provided for the material or piece of equipment in the event of a fire, vandalism, theft, etc.
- 4. A bill of material is delivered to the Architect/Engineer at the time of delivery itemizing the subject material or equipment. Payment will be made for on-site material and/or equipment in the amount of 80% of the gross amount of the paid invoice. This payment will be subject to the normal retainage of the partial estimate.
- 5. The Architect/Engineer has agreed to the pre-purchasing of the materials.
- B. The Contractor may not receive compensation for materials and products stored in the Contractor's yard or shop unless permitted by the Owner.

1.05 SCHEDULE OF VALUES

- A. Coordination: Contractor shall coordinate preparation of its Schedule of Values for the Work with preparation of the Contractors' Construction Schedule.
 - 1. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
 - a. Contractor's Construction Schedule.
 - b. Application for Payment forms, including Continuation Sheets.
 - c. List of subcontractors.
 - d. Schedule of allowances.
 - e. Schedule of alternates.
 - Schedule of submittals.
 - 2. Submit the Schedule of Values (SOV) to the Owner's Construction Representative within 10 days of receipt of Letter of Intent but no later than 10 days before the date scheduled for submittal of the initial Applications for Payment. (SOV received after the 15 day of the month, will not be accepted for review until the following month to allow for computer system input time required by the Owner's Construction Representative and the Owner.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish the format for the Schedule of Values. Provide at least one item for each Specification Section.
 - 1. Identification: Include the following Project Identification on the Schedule of Values:
 - a. Project name and location. (Each school and additions / renovations will require separate breakdown sections and front end with subtotals.
 - b. Name of the Architect/Engineer.
 - c. Architect's Project Number.
 - d. Contractor's name and address.
 - e. Date of Submittal.
 - 2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division.
 - b. Description of Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value.
 - Percentage of Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
 - 3. Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Break principal subcontract amounts down into several line

items where requested by Owner's Construction Representative. Multiple line items will be provided for amounts in excess of five percent of the contract sum, broken out into sub components equating not greater than five percent each. Separate all line items by material & labor.

- Breakdown shall be separated between additions and renovations with subtotals for each.
- 4. In addition to the breakdown of specification sections, separate line items will be required for the following front-end line items:
 - a. Bonds & OCP insurances shall have separate line items. (substantiation letters shall be required from bonding & insurance company for any amounts higher than industry standard). Only OCP insurance shall be allowed for the insurance line item. All other insurance costs must be distributed by contractor throughout the various sections.
 - b. Supervision: include a minimum of one percent of contract value.
 - c. Project Administration: include a minimum of one percent of contract value.
 - d. Project meetings (appropriate value for weekly attendance for entire duration of project see Section 013119 Project Meetings).
 - e. Punchlist include a minimum of two (2) percent of contract sum.
 - f. Closeout: separate lines for demobilization, Operation & Maintenance manuals, closeout paperwork and Demonstration & Training. All totaling a minimum two (2) percent of the Contract value.
 - g. Continuous Clean-up and Final Clean-up values each at a minimum of one half percent (0.5 % of the Contract value).
 - h. The General Construction Contractor shall add a line item for broom sweep/ damp mopping at an agreed to value.
- 5. Round amounts to nearest whole dollar; the total shall equal the Contract Value.
- 6. Provide a separate line item in the Schedule of Values (SOV) for each part of the Work where Applications for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site. Include requirements for insurance and bonded warehousing.
- 7. Provide separate line items on the Schedule of Values for initial cost of the materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
- 8. Unit-Cost Allowances: Show the line-item value of unit-cost allowances, as a product of the unit cost, multiplied by the measured quantity. Estimate quantities from the best indication in the Contract Documents.
- 9. Margins of Cost: Show line items for indirect costs and margins on actual costs only when such items are listed individually in Applications for Payment. Each item in the Schedule of Values and Applications for Payment shall be complete. Include the total cost and proportionate share of general overhead and profit margin for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expenses, at the discretion of the Contractor.
- Schedule Updating: Update and resubmit the Schedule of Values prior to the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Value.

1.06 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Architect and paid for by the Owner.
 - 1. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.
- B. Payment-Application Times: Each progress-payment date is indicated in the Agreement. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.

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- C. Payment-Application Times: The date for each progress payment is the 21st day of each month (or as designated by the Owner). The period covered by each Application for Payment is the previous month.
- D. Payment-Application Forms: Use AIA Document G732/CMa (include line for Owner's Construction Representative signature) and Continuation Sheets G703 as the form for Applications for Payment.
 - Separate Continuation Sheets shall be provided for work which takes place on each building, which will detail that portion of the contract which is attributable to the specific building. The appropriate S.E.D. project number(s) shall be shown on the top of each continuation form.
- E. Application Preparation: Complete every entry on the form. Include notarization and execution by a person authorized to sign legal documents on behalf of the Contractor. The Owner's Construction Representative will return incomplete applications without action.
 - 1. Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule. Use updated schedules if revisions were made.
 - Include amounts of Change Orders and Allowances issued prior to the last day of the
 construction period covered by the application. (No Change order or Allowance
 requisitions can be made or listed on the requisition, unless the formal Change Order and
 Allowance paperwork has been fully executed by Contractor, Owner's Construction
 Representative, Architect and Owner).
 - 3. Provide copies of payrolls which are signed and notarized documenting compliance with prevailing wage laws. Payrolls for contractors are required from the of the previous month to the 24th day of the current month. Payrolls for subcontractors are required from the 15th day of the previous month to the 14th day of the current month.
 - 4. Provide copies of Lien Waivers for the previous payment (or anticipated payment). Include certificate of monthly payment for subcontractors for the previous month.
 - 5. Provide OSHA 10 certificates for all workers on site.
 - 6. Payment for stored materials (whether on-site but not installed, or offsite in a secured warehouse) will require a Bill of Lading showing the exact value accompanied by photographs of the actual materials. In no case shall more that 80% be approved for uninstalled stored materials. An Insurance certificate must be provided, specific to the materials stored with the appropriate dollar value (for on-site or offsite materials).
- F. Transmittal: Submit five (5) signed and notarized original copies of each Application for Payment to the Owner's Construction Representative by a method ensuring receipt within 24 hours. Each copy shall be complete and securely attached and shall include all waivers of lien, certified payrolls and similar attachments.
 - Transmit each copy with a transmittal form listing attachments and recording appropriate information related to the application, in a manner acceptable to the Architect and Owner's Construction Representative.
- G. Waivers of Mechanics Lien: With each Application for Payment, submit waivers of mechanics liens from subcontractors, sub-subcontractors and suppliers for the construction period covered by the previous application.
 - 1. Submit partial waivers on each item for the amount requested, prior to deduction for retainage, on each item.
 - 2. When an application shows completion of an item, submit final or full waivers.
 - The Owner reserves the right to designate which entities involved in the Work must submit waivers.
 - a. Submit final Applications for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.

- 4. Waiver Forms: Submit waivers of lien on forms, and executed in a manner, acceptable to the Owner.
- H. Initial Application for Payment: Administrative actions and submittals, that must precede or coincide with submittal of the first Application for Payment include the items listed below. The initial payment application will not be processed until all of these actions and submittals have been received by the Owner's Construction Representative. When preliminary submissions are received with the initial application (item 4 and item 7 listed below), the final submission for these items must be received and approved by the Owner's Construction Representative prior to submission of the second application for payment.
 - List of subcontractors.
 - 2. List of principal suppliers and fabricators.
 - 3. Schedule of Values.
 - 4. Contractor's Construction Schedule (preliminary if not final).
 - 5. Schedule of principal products.
 - 6. Schedule of unit prices.
 - 7. Submittal Schedule (preliminary if not final).
 - 8. List of Contractor's staff assignments.
 - 9. List of Contractor's principal consultants.
 - 10. Copies of building permits.
 - 11. Copies of authorizations and licenses from governing authorities for performance of the Work.
 - 12. Initial progress report.
 - 13. Report of preconstruction meeting.
 - 14. Certificates of insurance and insurance policies.
 - 15. Performance and payment bonds.
 - 16. Data needed to acquire the Owner's insurance.
 - 17. Initial settlement survey and damage report, if required.
- Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment.

1.07 ACCEPTANCE OF FINAL PAYMENT REQUEST

A. The Contractor shall be conclusively deemed to have accepted the Final Payment Request as a correct statement of the total liability of the Owner and of the compensation paid and to be paid to the Contractor by the Owner unless within seven (7) days after delivery of his copy of the Final Payment Request to him, the Contractor shall return such copy to the Owner together with a statement of his objections to such request and of any claim for damages or compensation in excess of the amounts shown on the Request. The acceptance by the Contractor of the Final Payment Request approved by the Owner shall constitute a release and shall discharge the Owner from all further claims by the Contractor arising out of or relating to the Contract, including but not limited to, a release from all impact costs.

1.08 SCOPE OF PAYMENTS

A. The Contractor shall receive and accept the compensation as herein provided, in full payment for furnishing all materials, labor, tools, and equipment and for performing all work contemplated and embraced under the Contract, also for all loss or damage arising out of the nature of the Work or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered during the prosecution of the Work, and for all risks of every description connected with the prosecution of the Work, until its final acceptance by the Owner, also for all expenses incurred by, or in consequence of, the suspension or discontinuance of the said prosecution of the Work as herein specified, and for all actual or alleged infringements of patent, trademark, or copyright, and for completing the Work and the whole hereof, in an acceptable manner, according to the Plans, Specifications, and other Contract Documents. The

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payment of any partial or final estimate shall in no way or in no degree prejudice or affect the obligation of the Contractor, at his own cost and expense, to renew or replace all defects and imperfections, or damages. The Architect/Engineer shall be the judge, and the said Contractor shall be liable to the Owner for failure so to do.

PART 2 - PRODUCTS

NOT USED.

PART 3 - EXECUTION

NOT USED.

1.01 SECTION INCLUDES

- A. Work of this Section includes:
 - 1. Requests for Interpretation or for information
 - 2. Administration of subcontracts
 - 3. Communication and coordination requirements
- B. Site staffing requirements for the Contractor's superintendent are also specified herein, the costs for which shall be included in the Contract price.

1.02 REQUEST FOR INTERPRETATION OR INFORMATION

- A. The Contractor shall use the Request for Interpretation/Information Form included within this Section when the Contractor feels that additional information is needed to perform the work of the Contract.
- B. The Architect/Engineer will respond to requests utilizing the form provided herein.
- C. The Architect/Engineer's verbal response(s) to the Contractor's formal requests, if provided, shall not constitute an official response and if acted upon by the Contractor are done so at the Contractor's own risk and liability and shall not be subject to claims for additional compensation.
- D. A signed facsimile of the form will be accepted. The original of the form must be signed and provided to the project manager.
- E. The Architect/Engineer will respond in writing to the request as soon as possible.

1.03 DAILY CONSTRUCTION REPORTS

- A. Prepare a daily construction report recording the following information concerning events at the site, and submit one copy to the Owner's Construction Representative by 10:00 a.m. the following day. Any contractor not submitting required reports will not receive approval of the subsequent application for payment until such time that all required information is submitted:
 - 1. List of subcontractors at the site.
 - 2. Count and names of personnel at the site.
 - 3. High and low temperatures, general weather conditions.
 - 4. Accidents and unusual events.
 - 5. Meetings and significant decisions.
 - 6. Stoppages, delays, shortages, and losses.
 - 7. Meter readings and similar recordings.
 - 8. Emergency procedures.
 - 9. Orders and requests of governing authorities.
 - 10. Change Orders received, implemented.
 - 11. Services connected, disconnected.
 - 12. Equipment or system tests and startups.
 - 13. Partial Completions, occupancies.
 - 14. Substantial Completions authorized.

1.04 SUBCONTRACTOR ADMINISTRATION AND COORDINATION

- A. Terms and conditions of the Contract shall be binding upon each subcontractor.
- B. Furnish each subcontractor and major equipment vendor at least one (1) copy of the Plans and Technical Specifications.

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- C. Provide at least one (1) copy of each approved shop drawing to each subcontractor whose work may depend upon the contents of the shop drawing submittal. The Owner reserves the right to stop all work, without claims for delay, until such time as appropriate subcontractors are furnished with appropriate shop drawings.
- D. Each Contractor shall sequence and schedule the work of subcontractors. Coordinate construction and administration activities of subcontractors. The Architect/Engineer and Owner will not accept telephone calls, facsimiles or office visits from any subcontractors on the project. Subcontractor and vendor questions and clarifications shall be directed to the Architect/Engineer by the Contractor.
- E. The Contractor's on-site project superintendent shall inspect all the work of all of his/her subcontractors, as it is being constructed. The Contractor's subcontractor shall not be permitted to do any work on the site without the Contractor's job site superintendent also being there to inspect the work as it is being performed.

1.05 UTILITY COORDINATION

- A. Comply with the requirements of 16 NYCRR Part 753 Protection of Underground Facilities. Submit a letter stating the case number.
- B. Comply with the utility coordination requirements contained in the General Conditions.

1.06 PUBLIC/PRIVATE UTILITIES

- A. Notify all public and private utilities in accordance with Article 20, Section 322-a of the New York State General Business Law for location and markout of existing utilities in the vicinity of the work.
- B. Repair all utilities damaged during the Work to the standards and approval of the respective utility at no cost to the Owner.

1.07 CONTRACTOR'S JOB SITE SUPERINTENDENT

- A. Each Contractor shall employ an on-site superintendent as specified herein below. He/She shall be a full-time employee of the Contractor.
- B. Each Contractor shall name the job site superintendent within five (5) days of the Notice To Proceed. A letter to the Architect/Engineer shall be provided.
- C. He/She shall have the authority to sequence and schedule the work, and to staff the project, so as not to interfere with the work by others and to complete the work daily within the time so required.
- D. Each Superintendent shall have a minimum of five (5) years of experience as a job site superintendent for projects of equal size and complexity.
- E. Each superintendent shall be qualified to perform the duties so required to successfully complete the work in accordance with the Contract Documents.
- F. Each superintendent shall speak English. If required by the Architect/Engineer, provide a resume for the proposed superintendent that shall be typed and shall list the qualifications of the superintendent. Prior to the Contractor assigning a superintendent to the project, he may wish to arrange an interview with the Architect/Engineer to determine the proposed superintendent's ability to properly coordinate the work through the Owner/Architect/Engineer. The Contractor shall employ a superintendent acceptable to the Owner.

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REQUEST FOR INTERPRETATION/INFORMATION (RFI)

OWNER'S NAME: White Plains School District

PROJECT NAME & CONTRACT DESIGNATION: Ridgeway Elementary School Renovations & Upgrades

CONSTRUCTION CONTRACT NO.: WPSD2304

| Product, Item, or System: | | |
|---|---|--|
| Request Date: | | RFI No.: |
| Specification Section: | | Paragraph Ref: |
| Contract Drawing Reference(s): | - | |
| Describe Request: | | |
| | | |
| | | |
| | | |
| | | |
| Signed: | See Contractor's Attachments for Additional Description for Information | |
| Owner/Architect/Engineer Response: | | |
| | | |
| | | |
| | | |
| | | |
| Architect/Engineer | See Architect/Engineer's Attachments for Additional | |
| (Printed): | Info | rmation |
| Architect/Engineer's Signature & Date | | Response Accepted By Contractor Contractor's Signature & Date |
| Architect/Engineer's Signature & Date | | Contractor's Signature & Date |
| The Work shall be carried out in accordance with these supplemental instructions without change in Contract amount or Contract time for completion. Prior to proceeding with these instructions, indicate your acceptance of these instructions by signing where indicated and returning this form to the Architect/Engineer. | | |

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

1.01 SECTION INCLUDES

- A. Work of this Section includes the requirements for progress meetings, including but not limited to, the following:
 - 1. Preconstruction conferences.
 - 2. Preinstallation conferences.
 - 3. Progress meetings.
 - 4. Coordination meetings.

1.02 PRE-CONSTRUCTION CONFERENCE

- A. A preconstruction conference will be scheduled before starting construction, at a time convenient to the Owner, Owner's Construction Representative and the Architect, but no later than 15 days after issuance of the Letter of Intent. The conference will be held at the Project Site or another convenient location.
- B. Attendees: Authorized representatives of the Construction Manager, Owner, Architect, and their consultants; the Contractor and its superintendent; major subcontractors; manufacturers; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with the Project and be authorized to speak/make decisions, on behalf of the concern they represent, on matters relating to the Work.
 - 1. Agenda: Discuss items of significance that could affect progress, including the following:
 - 2. Tentative construction schedule.
 - 3. Critical work sequencing.
 - 4. Designation of responsible personnel.
 - 5. Procedures for processing field decisions and Change Orders.
 - 6. Procedures for processing Applications for Payment.
 - 7. Distribution of Contract Documents.
 - 8. Submittal of Shop Drawings, Product Data, and Samples.
 - 9. Preparation of record documents.
 - 10. Use of the premises.
 - 11. Parking availability.
 - 12. Office, work, and storage areas
 - 13. Equipment deliveries and priorities.
 - 14. Safety procedures.
 - 15. First aid
 - 16. Security.
 - 17. Housekeeping.
 - 18. Working hours.
- C. Reporting: The Owner's Construction Representative shall set-up the meeting(s), prepare and issue meeting minutes to attendees and interested parties.

1.03 PREINSTALLATION CONFERENCES

- A. Contractor shall conduct a pre-installation conference at the Project Site before each construction activity that requires coordination with other construction activities / trade work.
- B. Attendees: The Installer and representatives of the Prime Contractor, manufacturers and fabricators involved in or affected by the installation, and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise the Owner's Construction Representative and Architect of scheduled meeting dates.

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- 1. Review the progress of other construction activities and preparations for the particular activity under consideration at each pre-installation conference, including requirements for the following:
 - a. Contract Documents.
 - b. Options.
 - c. Related Change Orders.
 - d. Purchases.
 - e. Deliveries.
 - f. Shop Drawings, Product Data, and quality-control samples.
 - g. Review of mockups. Possible conflicts.
 - h. Compatibility problems.
 - i. Time schedules.
 - j. Weather limitations.
 - k. Manufacturer's recommendations.
 - I. Warranty requirements. Compatibility of materials. Acceptability of substrates. Temporary facilities.
 - m. Space and access limitations.
 - n. Governing regulations. Safety.
 - o. Inspecting and testing requirements. Required performance results.
 - p. Recording requirements Protection.
- 2. Prime Contractor shall record significant discussions, agreements and disagreements of each conference and the approved schedule. Promptly distribute the record of the meeting to everyone concerned, including the Owner and the Architect.
- 3. Do not proceed with the installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of Work and reconvene the conference at the earliest possible date.
- 4. Reporting: Prime Contractor or Installer shall issue meeting minutes to attendees, Owner's Construction Representative, Owner and Architect and associated field representatives.

1.04 PROGRESS MEETINGS

- A. Progress meetings will be held at the Project Site at regular intervals (typically weekly) as determined by the Owner's Construction Representative and Architect.
- B. Attendees: In addition to representatives of the Owner, Owner's Construction Representative, and the Architect, each Prime Contractor shall be represented at these meetings. Attendance is mandatory at weekly meetings and contractor will include in their bid a sum of \$250.00 per meeting (figure 10 meetings) to have an authorized individual in attendance capable of making decisions and providing direction. This amount will be listed as a separate line item on the contractors Schedule of Values. If the contractor misses a meeting without prior written authorization from the Owner's Construction Representative, they will be issued a deduct change order in the amount of \$250.00 per occurrence. Subcontractors, suppliers, or other entities will be invited at the discretion of the Owner, Owner's Construction Representative, and the Architect. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.
- C. Agenda: Review and correct or approve minutes of the previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the status of the Project.
 - 1. Contractor's Construction Schedule: Review progress since the last meeting. Determine where each activity is in relation to the Contractor's Construction Schedule, whether on time or ahead or behind schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to insure that current and subsequent activities will be completed within the Contract Time.

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- 2. Review the present and future needs of each entity present, including the following:
 - a. Interface requirements. Time.
 - b. Sequences.
 - c. Status of submittals. Deliveries.
 - d. Off-site fabrication problems. Access.
 - e. Site utilization.
 - f. Temporary facilities and services.
 - g. Hours of work.
 - h. Hazards and risks.
 - i. Housekeeping.
 - j. Quality and work standards. Change Orders.
 - k. Documentation of information for payment requests.
- D. Reporting: Approximately 5 days after each meeting, Owner's Construction Representative will prepare and distribute minutes of the meeting to each party present and to parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.
- E. At least seven (7) calendar days advance notice will be given by the Owner's Construction Representative or the date for the upcoming meeting will be set during the progress meeting.
- F. Attendance at progress meetings shall be mandatory. An amount of \$1,000 shall be deducted from the Contract Amount for each announced meeting not attended by the Contractor.
- G. The owner, a partner, or a corporate officer representing the Contractor shall attend each announced progress meeting. The job site superintendent and office project manager for each Contractor shall also attend.
- H. Subcontractors shall attend when requested by the Owner or Owner's Construction Representative at no cost to the Owner.
- Meetings will be conducted by Owner's Construction Representative at a location selected by the Owner, normally at or adjacent to the project site.
- J. The minimum agenda will cover:
 - 1. Review minutes of previous meetings.
 - 2. Identify present problems and resolve them.
 - 3. Plan work progress during next work period.
 - 4. Review the status of off-site fabrication and delivery schedule.
 - 5. Review shop drawings and submittal schedules.
 - 6. Review change order status.
 - 7. Review status of construction progress schedule.
 - 8. Coordinate access requirements.
 - 9. Other business related to the work.
 - 10.

1.05 COORDINATION MEETINGS

- A. Conduct project coordination meetings at regular intervals convenient for all parties involved. Project coordination meetings are in addition to specific meetings held for other purposes, such as regular progress meetings and special pre-installation meetings.
- B. Request representation at each meeting by every party currently involved in coordination or planning for the construction activities involved.

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- C. Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.
- D. The Owner's Construction Representative Field Manager will conduct daily meetings with the prime contractors and major subcontractors foremen. The purpose of the meetings is to provide the opportunity for each contractor to communicate to the Field Manager any items relating to their respective construction activity for that day (request for shutdown, deliveries, etc.) The meetings will commence from 7:00 o'clock am until 7:30 o'clock am. These meetings are generally informal. The Owner's Construction Representative Field Manager will keep minutes of these meetings when appropriate and will be available upon request.

1.06 SAFETY MEETINGS

- A. Each Contractor will be responsible to conduct their own safety meetings on a regular basis (but not less than four times during any thirty day period.)
- B. Minutes of the Safety Meeting must be maintained by each contractor on-site and must be made available upon request. Failure to conduct and submit meeting minutes will be grounds to reject the Prime Contractor's progress payment.

1.07 CONDUCTING MEETINGS

- A. General This paragraph covers Owner, Owner's Construction Representative, and Architect meetings with Contractor and/or his subcontractors. Neither the Owner nor the Owner's Construction Representative nor the Architect wish to meet solely with a subcontractor and requests for such meetings will be discouraged. If a meeting is deemed necessary, every effort will be made to have Contractor attend. If, for some reason, circumstances do not allow such, the meeting may be held, minutes of the meeting will be sent to contractor and decisions on any major questions will be reserved until contractor has been consulted. Subcontractors may accompany contractor to meetings provided the contractor notifies the Owner's Construction Representative in advance.
- B. Chairman When Owner's Construction Representative/Owner attend meetings, the Owner's Construction Representative, or his duly authorized representative, will act as chairman. Should Owner-Contractor meetings be necessary, Owner will chair such meetings.
- C. Notices Owner's Construction Representative or Owner will issue notices of meetings to all parties concerned and will note, thereof, who must attend and who may attend if they so desire. When a Contractor desires a formal meeting, make a request through Owner's Construction Representative. Except when Owner's Construction Representative determines that a prompt meeting is essential, all notices will be issued at least one week in advance of the meeting date.
- D. Agenda All parties shall inform Owner's Construction Representative of items desired to be discussed and Owner's Construction Representative will notify all parties of all items to be considered. This is to allow each party to fully prepare for the meeting. This shall not be construed to mean that other items cannot be brought up at the meetings.
- E. Time Limits It is the intent to hold productive and efficient meetings and to keep them as short as is reasonably possible. The Chairman will be the sole judge as to whether or not further discussion on any matter is warranted and all discussions shall cease when he so orders.
- F. Minutes Minutes of meetings will be kept, written and distributed by the Chairman or his duly authorized representative. Minutes of all meetings will be available upon request to the Chairman.

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G. Conduct - It is the intent to conduct all meetings in an orderly manner, to reasonably discuss all items and to hear and observe the rights and opinions of all parties. The Chairman will allow each party to speak, however, he reserves the right to order any individual to leave the meeting at any time for any reason.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

1.01 SECTION INCLUDES

A. This Section specifies the requirements for preparing construction schedules and for keeping them up to date.

1.02 CONSTRUCTION SCHEDULE - GENERAL

- A. The Contractor shall develop a full schedule, in sufficient detail and clarity of for and technique so that the contractor can plan and control his work properly and the Owner's Construction Representative, Owner, and Architect can each readily monitor and follow the progress for all portions of the work. The Contractor shall complete the detailed schedule within 10 days after contract award.
- B. In no case shall first application for payment be approved prior to submission of acceptable preliminary schedule, detailed submittal schedule, and schedule of values.
- C. Monthly updates, required schedules and graphics shall be submitted to the Owner's Construction Representative/Owner within five working days following the end of the preceding month. Monthly updates, schedules and graphics shall be submitted in five copies.
- D. If any of the required submissions are returned to the Contractor for corrections or revisions, they shall be resubmitted within ten (10) calendar days after the return mailing date. Re-submittals shall be in the same quantities as noted above. Review and response by the Owner's Construction Representative/Owner will be given within (10) calendar days after resubmission.
- E. The schedule shall comply with the various limits imposed by the scope of work any by any contractually intermediate milestone dates and completion dates included in the contract.
- F. The activities identified in the schedule shall be analyzed in detail to determine activity time durations in units of whole working days. All durations listed shall be the result of definitive manpower and resource planning by the Contractor. The contractor will provide specific manpower loading information / crew size to support the duration proposed. (e.g. 4 man crew can produce 1000 sq. ft. / day, project has 11,000 sq. ft., thus duration is identified as 11 days)
- G. The activity data shall include activity codes to facilitate selection, sorting and preparation of summary reports and graphics. Activity codes shall be developed for:
 - 1. Area: Subdivision of the site into logical modules or blocks and levels.
 - 2. Responsibility: Contractor or subcontractor responsible for the work.
 - 3. Specifications: CSI format 48 Division.
 - 4. System: Division of the work into building systems for summary purposes.
 - 5. Milestone: Work associated with completion of interim completion dates or milestones.
 - 6. Pay Item: Work identified with a pay item listed on the approved Schedule of Values.
- H. Coordinate the work and maintain the construction schedule. In the event actual progress begins to lag the schedule, promptly employ additional means and methods of construction to make up the lost time.
- I. Keep the construction schedule current and revise and resubmit as often as necessary to accurately reflect the conditions of the work, past progress and anticipated future progress.
- J. The construction schedule shall be completed, submitted, and deemed received by the Architect/Engineer prior to the first payment application.

- K. The schedule, when approved by the Owner's Construction Representative, Owner, and Architect, shall establish the dates for starting and completing work for the various portions of the Contract. It shall be the duty of the Contractor to conform to his/her own schedule and to perform the work within the time limits indicated. Failure to adhere to the approved schedule may expose the Contractor to disputes, claims and additional costs incurred by others.
- L. Coordinate letting of subcontracts, material purchases, shop drawing submissions, delivery of materials, and sequence of operations, to conform to the schedule.
- M. Coordinate the construction schedule with the proposed schedules of the equipment suppliers and subcontractors.
- N. The schedule shall show the critical sequence items where new units must come online before existing facilities go offline, if applicable to the project. The schedule shall also show, in detail, the proposed sequence of the work and the estimated date of starting and completing each stage of the work in order to complete the project within the contract time.
- O. The schedule shall be plotted out in color and shall be 11-inch by 17-inch. It shall contain as many sheets as are necessary to show all rolled down tasks. Partially printed schedules will not be accepted. Each Contractor shall arrange to have it plotted on a color plotter suitable for the intended application.
- P. Prepare the schedule in a manner so that the actual progress of the work can be recorded and compared with the expected progress.
- Q. The schedule shall use the following convention:
 - 1. Tasks for the General Contractor in blue ink.
 - 2. Task links/task dependency in blue ink.
 - 3. Work by others in green ink.
 - 4. Milestone dates (zero duration) by a red diamond.
 - 5. The end date for each task and subtask at the end of a bar.
 - 6. The description of all major tasks within the bar. The bar shall be red.
 - 7. Critical path.
- R. The construction schedule shall also show the following:
 - 1. Critical sequence items where new units must come on-line before existing facilities go off-line, if applicable to the project.
 - 2. Computer delivery, if so specified elsewhere.
 - 3. Telephone service and high speed internet cable installation.
 - 4. Lead time for control panels that are packaged as systems.

1.03 REPORTS

- A. For initial submittal and each update the contractor shall prepare the following standard report:
 - 1. Tabular Schedule Report sorted by Activity code and Early Start.

1.04 GRAPHICS

- A. For initial submittal the contractor shall prepare the following graphics:
 - 1. Pure logic diagram (Precedence Format) of all data, not time scaled, grouped by Activity code.
 - 2. Detailed bar chart sorted by Activity Code with Early Start and Early Finish.
 - 3. Summary bar chart summarizing by Activity Code with Early Start and Early Finish.
- B. For each update the contractor shall prepare the following graphic:

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- Bar Chart showing work activities with Early Start in the next 40 work-days sorted by Activity Code and Early Start.
- 2. Summary Bar Chart summarizing by Activity Code showing progress with Early Start and Early Finish.
- C. For each Change Order involving adjustment in the contract time for performance, the contractor shall prepare a pure logic diagram showing the changed work with all preceding (predecessors) and succeeding (successors) activities (fragnet schedule).

1.05 SUBMITTALS

- A. In no case shall first application for payment be approved prior to submission of acceptable preliminary schedule, detailed submittal schedule, and schedule of values.
- B. Monthly updates, required schedules and graphics shall be submitted to the Owner's Construction Representative and Owner within five working days following the end of the preceding month. Monthly updates, schedules and graphics shall be submitted in five copies.
- C. If any of the required submissions are returned to the Contractor for corrections or revisions, they shall be resubmitted within ten (10) calendar days after the return mailing date. Resubmittal shall be in the same quantities as noted above. Review and response by the Owner's Construction Representative and Owner will be given within (10) calendar days after resubmission.

1.06 PAYMENT WITHHELD

A. If the Contractor fails to submit the required schedule information as indicated in this section within the time stipulated or provide revision(s) thereof within the requested time, the Owner and Owner's Construction Representative may withhold approval of Progress Payment Estimates until such time as the Contractor submits the required information.

1.07 REVISION OF PROJECT PROGRESS SCHEDULE

- A. Each Prime Contractor shall evaluate and provide updated construction schedules monthly in accordance with job requirements. Each update shall be submitted to the Owner and Owner's Construction Representative for information purposes and be provided by the last Friday of every month
- B. Each Contractor shall modify its construction schedule to accommodate coordination of the construction contracts by the Owner/Architect/Engineer without claims for additional compensation or delay.
- C. The Owner's Construction Representative will provide an electronic version of the Final Combined Construction Schedule for use in keeping the schedule up to date.
- D. From time to time, and at stages deemed appropriate by the Owner's Construction Representative, the Owner may issue updated schedules to reflect the project's status. The percent complete for each task may be shown, as determined by the Owner's Construction Representative.

1.08 UPDATES

A. Updates of the Schedule shall be made at the end of each month reflecting actual or reasonably anticipated progress as of the last working day of the month. Monthly updates of the Detailed Schedule will be made each month until all work is substantially complete.

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- B. The Contractor will meet with the Owner's Construction Representative and Owner at the end of the updated period to review information in draft form before preparation of the required schedules and graphics. The Contractor will present data, prepared in advance, for review and approval of the Owner's Construction Representative and Owner including:
 - Actual Start Dates.
 - 2. Actual Completion Dates.
 - 3. Activity percent complete and/or Remaining Duration.
 - 4. Revised logic, changes in activity duration's or resource assignments.
 - 5. Narrative report discussing progress through the update period; changes, delays or other circumstances affecting progress; status of the project with respect to completion schedule; and any efforts by the Contractor to improve progress.
- C. The update meeting will establish the values to be submitted for payment and will be directly related to the schedule of values in the application for payment.
- D. The Contractor shall prepare a report of the meeting and make all changes, additions or corrections to the data resulting from the review. The contractor shall promptly prepare the monthly submittal following the update meeting.

1.09 CHANGES, DELAYS AND EXTENSIONS OF TIME

- A. When changes or delays are experienced, the Contractor shall submit to the Owner's Construction Representative and Owner, a Time Impact Analysis (TIA) illustrating the influence of each change or delay on the currently scheduled Contract completion date. Each Time Impact Analysis shall include a Fragnet (network analysis) demonstrating how the Contractor proposes to incorporate the change or delay into the Detailed Schedule. Additionally, the analysis shall demonstrate the time impact based on the date the change was given to the Contractor, the status of construction at that point in time, and the activity duration of all affected activities. The activity duration used in this Time Impact Analysis shall be those activities included in the latest update of the Detailed Schedule, closest to the time of delay or as adjusted by mutual agreement.
- B. Each TIA shall be submitted within ten (10) calendar days after a delay occurs or a notice of change order is given to the Contractor. In cases where the Contractor does not submit a TIA for a specific change or delay with a specified period of time, it shall be mutually agreed that no time extension is required. Final evaluation of each TIA by the Owner's Construction Representative and Owner shall be made within fourteen (14) calendar days after receipt of the TIA unless subsequent meetings and negotiations are necessary. Adjustments in the Contract time for performance shall be made only by written change order approved by the Owner. Upon approval of the Owner, Fragnets illustrating the influence of changes and delays shall be incorporated into the Detailed Schedule by the contractor during the first update after agreement is reached.
- C. The time difference between the Early Finish date and the Late Finish Date is defined as "float." The "float" belongs to the Project and may be used by the Contractor or the Owner's Construction Representative and Owner to benefit the Project. Changes or delays that influence activities in the network with "float" and do not extend the Critical Path (the network of activities with zero days "float") shall not be justification for an adjustment in Contract time for performance.

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PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

1.01 SECTION INCLUDES

- A. This Section specifies the requirements for making submissions for the project. Electronic submissions will be required unless expressly noted otherwise.
- B. Refer to Section 013216 Construction Schedule for the requirements concerning the submission of construction schedules and for making updates thereto.
- C. This Section includes administrative and procedural requirements for submittals required for performance of the Work, including the following:
 - 1. Contractor's construction schedule.
 - 2. Submittal schedule.
 - 3. Daily construction reports.
 - 4. Shop Drawings.
 - 5. Product Data.
 - 6. Samples.
 - 7. Quality assurance submittals.
- D. Administrative Submittals: Refer to other Division 1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to, the following:
 - 1. Permits.
 - 2. Applications for Payment.
 - 3. Performance and payment bonds.
 - Insurance certificates.
 - 5. List of subcontractors.
- E. Related Sections: The following Sections contain requirements that relate to this Section:
 - Division 1 Section " Payment Procedures" specifies requirements for submittal of the Schedule of Values.
 - 2. Division 1 Section " Project Management and Coordination" specifies requirements governing preparation and submittal of required Coordination Drawings.
 - 3. Division 1 Section "Project Meetings" specifies requirements for submittal and distribution of meeting and conference minutes.
 - 4. Division 1 Section "Quality Requirements" specifies requirements for submittal of inspection and test reports.
 - 5. Division 1 Section "Execution and Closeout Requirements" specifies requirements for submittal of Project Record Documents and warranties at project closeout.

1.02 DEFINITIONS

- A. Coordination Drawings show the relationship and integration of different construction elements that require careful coordination during fabrication or installation to fit in the space provided or to function as intended.
 - Preparation of Coordination Drawings is specified in Division 1 Section " Project Management and Coordination" and may include components previously shown in detail on Shop Drawings or Product Data.
- B. Field samples are full-size physical examples erected on-site to illustrate finishes, coatings, or finish materials. Field samples are used to establish the standard by which the Work will be judged.
- C. Mockups are full-size assemblies for review of construction, coordination, testing, or operation; they are not Samples.

1.03 IDENTIFICATION OF SUBMITTALS

- A. Each and every submission shall be provided by the Contractor and shall be accompanied by a <u>SUBMISSION TRANSMITTAL FORM</u>. The Contractor shall use the specimen form made a part of this Section. Submittals not containing the form will be returned to the Contractor un-reviewed. The Architect/Engineer will not review project submissions until such time as the form is competed in its entirety. Identify each submittal and resubmittal using the form.
- B. Each individual submittal shall be identified with a 'submission log number' as specified here in this example: 033000.01-1
 - The Section number for which the submittal applies, followed by a period, shall be indicated, "033000.".
 - 2. The submittal within the Section shall be indicated by the next grouping "01". For instance and in this example, the concrete design mix may be submission "01", the waterstop catalog cut may be "02", and so on. Submittals shall be sequentially numbered within the Specification Section, i.e. 01, 02, etc.
 - 3. The number of times the submission was made shall be preceded by a dash and a numerical suffix as follows: "-1". In this example, the concrete design mix is being submitted for the first time. Use the number "1" for the first time it is being submitted.
 - 4. Subsequent submissions of the concrete design mix shall utilize the original number and a sequential numeric suffix, i.e. "2" for a resubmission, "3" for the second resubmission, and so on. Substitute the new number for the original "1".
- C. Where a layout drawing, containing different elements of the project, is being submitted and there is a question as to what the log number might be, then the Contractor shall contact the Architect/Engineer so that an agreed upon log number can be assigned.
- D. It is incumbent on the Contractor to initially assign the submission log number designation to each submission. Submissions not containing a log number, as specified above, will be returned to the Contractor un-reviewed by the Architect/Engineer.
- E. Every submittal shall also be accompanied by a Transmittal Letter (or "Speed Form") addressed to the Architect/Engineer's Project Manager as hereinafter defined.

1.04 SUBMITTAL SCHEDULE

- A. Submittals must be prepared and transmitted as follows, unless otherwise approved by the Owner's Construction Representative:
 - 1. Within 15 working days after Notice to Proceed:
 - a. Doors & Hardware.
 - b. HVAC units.
 - c. Ductwork shop drawings
 - d. Electrical fixtures and panels.
 - e. Asbestos Abatement submittals & Plan.
 - 2. If the contractor misses the milestone submittal timeframes listed above, the owner / agents can withhold requisition payments until the required paperwork is received. If there are any open submittals beyond 60 days of contract award, the owner may withhold contractor payments until all required paperwork is received.
 - 3. Upon approval by the Owner's Construction Representative, non-critical submissions may be transmitted after the above time frame.
 - 4. Prepare submittals including information in accordance with Submittal Identification and Procedures specified in this section.

1.05 COORDINATION OF SUBMITTALS

- A. Prior to submitting to the Owner's Construction Representative, fully coordinate all interrelated work. As a minimum, do the following:
 - 1. Determine and verify all field dimensions and conditions by field measuring existing conditions and the installed work of this Contract and work by others.
 - Coordinate with all trades, subcontractors, vendors, system and equipment suppliers and manufacturers, public agencies, and utility companies and secure all necessary approvals, in writing.
- B. Make submittals in groups containing all associated items that in some way depend upon each other.
 - 1. This also applies to color charts, as one color may not be able to be selected without the selection of other colors so as to form a color-coordinated group.
 - 2. The Owner's Construction Representative may elect not to review partial or incomplete submissions, whereupon he will notify the Contractor of the additional submissions that are required before a review can be made.

1.06 TIMING OF SUBMITTALS

- A. Make submittals far enough in advance of scheduled dates of installation to provide time for reviews, for securing necessary approvals, for possible revisions and re-submittals, and for placing orders and securing delivery. The Architect/Engineer will review submittals in a manner as expedient as possible, and will generally send a written response to the Contractor within seven (7) calendar days of receipt of submittals.
- B. Submissions may be returned reviewed, unreviewed, rejected, returned conditioned upon submission of related items, or for other reasons set forth in the Contract Documents.
- C. Make submissions well in advance as the returning, rejecting or disapproval of submissions or other similar circumstances are possible and are deemed "avoidable delays". Costs for these delays or those attributed to Contractor's tardiness in making submittals shall be borne by the Contractor.
- D. <u>All</u> submittals requiring Owner's Construction Representative's review (except operations manuals) as required under the technical specifications of these documents shall be submitted within FORTY FIVE (45) consecutive calendar days after the date of the Notice to Proceed. An amount of \$250 per calendar day shall be deducted from payment due the Contractor for <u>each</u> day that an outstanding submittal exists, said amount being the cost associated with the Owner's Construction Representative's review.
- E. Operation and maintenance manuals shall be submitted at least **FORTY FIVE (45)** consecutive calendar days prior to scheduled startup of the unit or system.
- F. If material or equipment is installed before it has been deemed to be in general compliance with the Contract Documents, as determined by the Owner's Construction Representative, the Contractor shall be liable for its removal and replacement at no extra charge and without an increase in contract time.

1.07 DESTINATION OF SUBMITTALS

A. Each submission of documents shall be accompanied by a transmittal form containing the name of the project, the contract name, the Architect/Engineer's project manager, a submittal ID number, and a description of content for the submitted items.

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- B. A copy of the TRANSMITTAL FORM shall also be provided to the Owner's Construction Representative's inspector at the job site.
- C. Electronic submittals shall be transmitted through the Newforma® Project Center website; a Submittal Exchange website or by email; pending instruction by the Architect/Engineer. H2M architects + engineers is using a project information application called Newforma® Project Center. One of its components is Newforma Info Exchange, a web application that facilitates sending and sharing transmittals, and file sharing.
- D. As an external team member on this project the Contractor will be required to access the H2M architects + engineers/Newforma Info Exchange website for information related to the project, including file transfers, RFI, Submittals, Action Items, and project Calendar information. The Contractor will have access to this website using any internet-capable computer running Internet Explorer or Firefox. All data transmitted through the H2M architects + engineers/Newforma Info Exchange website is encrypted and logged. Further instructions will be provided to the Contractor after the contract is awarded.
- E. Other submissions, such as material samples or other items as instructed by the Owner's Construction Representative, shall be sent to the Architect/Engineer's office as follows:

H2M architects + engineers

1133 Westchester Avenue, White Plains, New York 10605

Attention: H2M Project Manager (Named at Pre-Construction Conference or in the Notice to Proceed)

1.08 CLARITY OF SUBMITTALS

- A. All printed materials shall be neat, clean, professionally drafted by hand or by computer, clear, legible, and of such quality that they can be easily reproduced by normal photocopying or wide format copy/print machines.
- B. All electronic submittals shall be produced with a minimum resolution of 300 dpi.
- C. Binders of information shall be separated into groups, subsystems, or similar equipment/function. Copies not conforming to this paragraph will be returned to the Contractor without the Owner's Construction Representative's review.

1.09 CONTRACTOR'S REPRESENTATION

- A. By making a submission, the Contractor represents that he has determined and verified all field measurements and dimensions, field construction criteria, site and building constraints in terms of limitations in moving equipment into an enclosed space, materials, catalog and model numbers and similar data and that he has checked and coordinated each submission with other work at or adjacent to the project site in accordance with the requirements contained in Section 013100 - SPECIFICATION COVER and the Contract Documents.
- B. Every SUBMISSION TRANSMITTAL FORM shall contain the Contractor's approval stamp and date showing that the submittal has been approved by the Contractor. The Owner's Construction Representative will not review submittals that have not yet been reviewed and approved by the Contractor.

1.10 ENGINEER/ARCHITECT'S REVIEW

A. Owner's Construction Representative will review and comment on each submission conforming to the requirements of this Section.

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- Architect/Engineer's review will be for conformance with the design concept of the project and will be confined to general arrangement and compliance with the Contract Documents only, and will not be for the purpose of checking dimensions, weights, clearances, fittings, laying lengths, tolerances, interference's, for coordinating the work by others or subcontractors.
- 2. The Architect/Engineer's review of a separate item, or portion of a system, does not represent a review of an assembly or system in which the item functions.
- B. The Architect/Engineer will mark submittals as follows:
 - 1. NO EXCEPTION TAKEN (A) No corrections, no marks. The content of this submittal has been reviewed by the Architect/Engineer and been found to be in general compliance with the Contract Documents. No further submission of this submittal is required and the information contained in the submittal may be built into the work in accordance with the Contract Documents.
 - MAKE CORRECTIONS NOTED (B) Minor amount of corrections. The content of this submittal has been reviewed by the Architect/Engineer and has been found in general to be in compliance with the Contract Documents. The notations made on the submittal by the Architect/Engineer shall be incorporated into the work in accordance with the terms and conditions of the Contract Documents. No further submission of this submittal is required.
 - 3. AMEND AND RESUBMIT (C) The content of this submittal has been reviewed by the Architect/Engineer and this review has determined that additional data and/or modification to the submitted data or other changes are required to bring the work represented in this submittal into compliance with the Contract Documents. This submittal shall be reviewed and revised in accordance with the Architect/Engineer's comments and resubmitted to the Architect/Engineer for review. The information contained on the resubmittal shall not be incorporated into the work until the submittal is returned to the Contractor marked "NO EXCEPTION TAKEN" or "MAKE CORRECTIONS NOTED".
 - 4. <u>REJECTED (D)</u> The content of this submittal has been reviewed by the Architect/Engineer and has been determined not to be in accordance with the requirements contained in the Contract Document and requires too many corrections or other justifiable reason. The submittal shall be corrected and resubmitted or a submittal of an alternate shall be provided. No items are to be fabricated under this mark.
 - 5. <u>SUBMIT SPECIFIED ITEM (E)</u> The content of this submittal has been reviewed by the Architect/Engineer and this review has indicated that the work displayed in the submittal is not in compliance with the Contract Documents. The Contractor shall submit another submittal for this portion of the work, which complies with the Contract Documents.
 - 6. <u>RECEIVED (R)</u> This submittal is accepted on the project and filed for record purposes only, in accordance with the terms and conditions of the Contract Documents. Documents marked "RECEIVED" will not be returned.
- C. No payment will be made on any item for which a submission is required if such submission:
 - 1. has not been made.
 - 2. has been made but was not stamped "No Exceptions Taken" by Architect/Engineer,
 - 3. has been made and stamped "Make Corrections Noted", but contractor has not complied with Architect/Engineer's notes marked on the submittal,
 - 4. has been made and stamped "No Exceptions Taken", but item provided does not conform to the shop drawing nor to the Contract Documents.
- D. Submittals not required by these specifications will not be recognized or processed.
- E. The Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received. Processing: To avoid the need to delay installation as a result of the time required to process submittals, allow sufficient time for submittal review, including time for re-submittals.

- Allow between 10 and 15 business days for initial review of the first round of submittals.
 Allow additional time if the Architect must delay processing to permit coordination with subsequent submittals.
- 2. If an intermediate submittal is necessary, process the same as the initial submittal. Allow an additional 10 business days for processing each submittal.
- 3. No extension of Contract Time will be authorized because of contractor's failure to transmit submittals to the Architect sufficiently in advance of the Work to permit processing.

1.11 RESUBMISSIONS

- A. Prepare new and additional submissions, make required corrections, and resubmit corrected copies until found in compliance with the Contract Documents.
- B. On, or with, re-submittals, clearly describe revisions and changes made, other than the corrections requested by Architect/Engineer, which did not appear on the previous submissions.

1.12 CONTRACTOR'S RESPONSIBILITIES

- A. Architect/Engineer's review of submittals shall not relieve the Contractor of his/her responsibility for any deviation from the requirements of the Contract Documents nor relieve the Contractor from responsibility for errors or omissions in the submittals.
- B. No portion of the work requiring a submission shall be commenced until the Architect/Engineer has found the submission in general compliance with the Contract Documents.
- C. The Contractor shall provide written notification of any specification or drawing deviation.

1.13 EXCESS COSTS FOR ENGINEERING/ARCHITECTURAL SERVICES

- A. The Owner will charge to the Contractor, and will deduct from the partial and final payments due the Contractor, all excess engineering and architectural expenses incurred by the Owner for extra services (work) conducted or undertaken by the Architect/Engineer as stipulated below:
 - 1. Services and other similar charges because of the Contractor's errors, omissions, or failures to conform to the requirements of the Contract Documents as related to administrative charges associated with non-compliance with the requirements for making project submissions.
 - 2. Services and other similar charges required to examine and evaluate any changes or alternates proposed by the Contractor and which may vary from the Contract Documents.
 - 3. Services and other similar charges as a result of the Contractor's proposed substitution of materials, equipment or products which require a redesign of any portion of the project, as contained in the Contract Documents at the time of bid.
 - 4. Services and other similar charges as a result of the Contractor's proposed substitution of products which require an engineering and/or architectural evaluation, beyond the time stipulated in Section 012500 PRODUCT SUBSTITUTION PROCEDURES, to determine if the substituted product is equal to that specified.
 - Services and other similar charges as a result of changes by the Contractor to dimensions, weights, sizes, voltages, phase, horsepower, materials of construction, and similar physical or operating characteristics of the product furnished which require redesign of the project in any way.
 - 6. Services and other similar charges for the review of resubmissions of shop drawings that have been marked as "No Exceptions Taken" or "Make Corrections Noted".
 - 7. Services and other similar charges for the review of shop drawings submitted more than two (2) times for the same product or portion of the work.

1.14 MISCELLANEOUS SUBMITTALS

- A. Provide a Submittal Schedule within seven (7) calendar days from the date of the Notice to Proceed. The Submittal Schedule shall list all submittals for the project referenced by draft log number. Provide the estimated date that the submittal will be transmitted to the Architect/Engineer for review.
- B. Within seven (7) calendar days from the date of the Pre-Construction Meeting, submit a Proposed Products List. This list shall be a complete listing of all products proposed for use, with name of manufacturer, service headquarters, trade name and model number of each product. Partial listings will not be accepted.
- C. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

1.15 SUBCONTRACTOR LIST

- A. The Contractor shall submit, on AIA Form G705, within FIFTEEN (15) calendar days after the date of the Notice to Proceed, a list of all subcontractors, including the names of the major subcontractors that were submitted at the time of the bid.
- B. Indicate M/WBE subcontractors in accordance with the requirements contained in other portions of the Project Manual.

1.16 MATERIAL SAFETY DATA SHEETS (MSDS)

- A. Comply with "Right to Know" requirements of Chapter 551 of Laws of New York, 1980, concerning notification of the use of toxic substances.
- B. Any product or substance used by the Contractor or its subcontractors which is listed in Subpart Z of OSHA Part 1910 Title 29 of the Code of Federal Regulations entitled "Toxic and Hazardous Substances" shall be identified to the Owner/Architect/Engineer by the Contractor's submission of a standard Material Safety Data Sheet (MSDS) in accordance with "Right To Know" requirements.
- C. Products will not be permitted to be kept on site without a MSDS.

1.17 SHOP DRAWINGS

- A. Submit shop drawings for all fabricated work, for all manufactured items and for items specifically required by the specifications.
- B. Subcontractors shall submit shop drawings directly to the Contractor for checking. Thoroughly check subcontractors' shop drawings for measurements, sizes of members, details, materials, and conformance with the Contract Documents.
 - Return submittals which are found to be inaccurate or in error.
 - 2. Do not submit to the Architect/Engineer until all corrections have been made.
- C. Clearly show the relationship of the various parts of the project and where the information provided on the submission depends upon field measurements and existing conditions.
- D. The Contractor shall make all measurements, confirm existing conditions, and include them on the shop drawings before making a submission to the Architect/Engineer.
- E. Submissions for a single item, or group of related items shall be complete.

- F. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
- G. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.
- H. When submitting manufacturers' catalogs, pamphlets or other data sheets, in lieu of prepared shop drawings, clearly mark the items being submitted for review.
- If the shop drawings contain any departures from the contract requirements, specifically describe them in the letter of transmittal.
 - 1. Where such departures require revisions to layouts, structural, architectural, electrical, HVAC or any other changes to the work as shown, Contractor shall, at his own expense, prepare and submit revised drawings accordingly.
 - 2. Make drawings the same size as the Contract Drawings and to the same scale.
- J. Submit newly prepared information drawn accurately to scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not a Shop Drawing.
- K. Shop Drawings include fabrication and installation Drawings, setting diagrams, schedules, patterns, templates and similar Drawings. Include the following information:
 - Dimensions
 - 2. Identification of products and materials included by sheet and detail number.
 - 3. Compliance with specified standards.
 - 4. Notation of coordination requirements.
 - 5. Notation of dimensions established by field measurement.
 - Sheet Size: Except for templates, patterns and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 inches by 11 inches but no larger than 36 inches by 48 inches.
 - 7. All Technical Submittals.

1.18 SAMPLES

- A. Where required, or where requested by the Architect/Engineer, submit sample or test specimens of materials to be used or offered for use.
 - Samples shall be representative, in all respects, of the material offered or intended, shall
 be supplied in such quantities and sizes as may be required for proper examination and
 tests, and shall be delivered to Architect/Engineer, prepaid, along with identification as to
 their sources and types of grades.
 - 2. Submit samples well in advance of anticipated use to permit the making of tests or examinations.
- Samples will be checked for conformance with the design and for compliance with the Contract Documents.
- C. Work shall be in accordance with the approved sample. The use of materials or equipment for which samples are requested or required to be submitted is not permitted until such time that the Architect/Engineer has completed his review.

1.19 MANUFACTURER'S INSTRUCTIONS

A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to Architect/Engineer.

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B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation. Provide manufacturer's instructions with shop drawings.

1.20 CERTIFICATIONS

- A. Submit certifications of compliance indicated in the Contract Documents.
- B. Certifications shall be complete and exact, they shall be properly authenticated by the written signature, in ink, of an owner, officer or duly authorized representative of the person, firm or organization issuing such certification and they shall guarantee that the materials or equipment are in complete conformance with the requirements of these specifications.

1.21 COLORS AND PATTERNS

A. Unless the precise color and pattern are specified, whenever a choice of color or pattern is available in a specified product, submit accurate color and pattern charts for Architect/Engineer's and Owner's review and selection.

1.22 MANUFACTURER'S SERVICE CENTER

- A. The product of a manufacturer who does not maintain an adequate nearby service center and a sufficient stock of spare parts are subject to rejection by Architect/Engineer solely on that basis.
- B. With each submission, submit information on manufacturer's facilities and give complete details of his service policies and capabilities, and a general idea of the stock of spare parts available. Submit this information in the form of a certification. Also include names, addresses and telephone numbers of at least three of the service center's present customers who are in the area of the project.

1.23 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Distribution: It is the contractor's responsibility to coordinate submittals with each subcontracting trade. Each contractor shall be required to provide their subcontractors with a complete list of their submittals in order that other contractors can request required submittal information.
 - 1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.

1.24 DAILY CONSTRUCTION REPORTS

- A. Prepare a daily construction report recording the following information concerning events at the site, and submit one copy to the Architect and one copy to the Owner's Construction Representative by 10:00 a.m. the following day. Any contractor not submitting required reports will not receive approval on the subsequent application for payment until such time that all required information is submitted
 - 1. List of subcontractors at the site.
 - 2. Count of personnel at the site (substantiates payroll).
 - 3. High and low temperatures, general weather conditions.
 - 4. Accidents and unusual events.
 - 5. Meetings and significant decisions.
 - 6. Stoppages, delays, shortages, and losses.
 - 7. Meter readings and similar recordings.
 - 8. Emergency procedures.
 - 9. Orders and requests of governing authorities.

- 10. Change Orders received, implemented.
- 11. Services connected, disconnected.
- 12. Equipment or system tests and startups.
- 13. Partial Completions, occupancies.
- 14. Substantial Completions authorized.

1.25 TEST RESULTS AND INSTALLATION

- A. Whenever field startup services are specified, the Contractor shall obtain from the manufacturer and submit to the Architect/Engineer Manufacturer Startup Reports (MSR's). The report shall detail the results of the field visit and all special conditions resulting from the startup.
- B. Whenever field or factory tests are required on materials, equipment and systems, such tests shall be performed and the test results submitted to Architect/Engineer in the form of a MSR.
- C. Do not deliver to the project or incorporate into the work any materials or equipment for which Architect/Engineer has not completed his review and found same to be in general conformance with the Contract Documents.
- D. Submit MSR's within thirty (30) calendar days after the date of the startup or factory test.

1.26 SPARE PARTS LIST

A. Prepare a list of all spare parts specified to be provided in other Sections. Compile the total list for the purposes of reviewing actual spare parts delivered versus spare parts specified to be provided. The list shall reference the Section, model number, and quantity to be provided.

1.27 WAIVER OF CERTAIN SUBMITTAL REQUIREMENTS

A. Unless otherwise specified, the requirement to submit data and samples for products specified for approval will be waived for products specified by brand name if the specifically named products are furnished for the work. In such cases, the Contractor shall submit two (2) copies of required Product Data directly to the Architect/Engineer's field representative for information and verification during its incorporation into the work. The SUBMISSION TRANSMITTAL FORM shall always be used.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

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CONTRACTOR'S COMPANY NAME ADDRESS

SUBMISSION TRANSMITTAL FORM

CLIENT NAME: White Plains School District
PROJECT TITLE: Ridgeway Elementary School Renovations & Upgrades

H2M PROJECT NO.: WPSD2304

| Product, Item, or | | | | |
|---|-------------------------|--|-------|--|
| System Submitted: | | Ta | T | |
| Submission Date: | | Submission Log No.: | | |
| Specification Section: | | Paragraph Reference: | | |
| Contract Drawing Reference(s): | | 1 | | |
| Manufacturer's Name: | | | | |
| Manufacturer's Mailing Address: | | | | |
| Manufacturer's Contact Information: | Name | () Tel. no. | Email | |
| Supplier's Name: | | | | |
| Supplier's Mailing Address: | | | | |
| Supplier's Contact Information: | Name | () Tel. no. | Email | |
| This item is a substituitem: | ution for the specified | No | Yes | |
| | | Contractor's Brief Col (attach separate lette | | |
| | | By making this submission, we represent that we have determined and verified all field measurements and dimensions, field construction criteria, site and building constraints in terms of limitations in moving the item into the enclosed space, materials, catalog and model numbers and similar data and that we have checked and coordinated this submission with other | | |
| Contractor's Approva Signature & Date | l Stamp with | work at or adjacent to in accordance with th contained in the Cont | | |

1.01 SECTION INCLUDES

- A. Codes
- B. Governing agencies
- C. Permits

1.02 CODES

- A. Comply with the requirements of the various codes referred to in these Specifications. Such codes shall be the date of the latest revision in effect at the time of receiving bids.
- B. If there is a conflict between local, state, and/or Federal regulatory requirements, seek a consultation with the State Department of Labor. Resolve conflicts to the satisfaction of the State Department of Labor prior to commencing work.
- C. <u>Electrical Work</u>: Conform to the requirements of the National Electrical Code (NEC) unless otherwise shown or specified. The Owner will be the sole judge of the interpretation of these rules and requirements.

1.03 GOVERNING AGENCIES

- A. All work shall conform to and be performed in strict accordance with all governing agencies such as, but not limited to:
 - 1. Occupational Safety and Health Act OSHA
 - 2. State Department of Environmental Conservation
 - 3. State Building Code
 - 4. State Fire Code
 - 5. National Fire Protection Association NFPA
 - 6. National Electrical Code
 - 7. State Plumbing Code
 - 8. New York State Energy Code
 - 9. County Department of Health
 - 10. Town Codes, Rules, Laws and Ordinances
 - 11. Sewer District Sewer Use Code
 - 12. Local Water District
 - 13. Electric Utility
 - 14. Gas Utility
 - 15. State Education Department

1.04 PERMITS AND INSPECTIONS

- A. Representatives of the Owner shall have access to the work for inspection purposes. The Contractor shall provide facilities suitable to the Owner to facilitate inspections of the installed work.
- B. Obtain and pay for all permits, fees, licenses, certificates, inspections and other use charges required in connection with the work.
- C. Obtain a New York Board of Fire Underwriters inspection and certificate.
- D. The following permits and/or certifications will be obtained by the Owner from the appropriate permitting agencies:

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1.

1.05 LISTINGS

A. Equipment and materials for which Underwriters' Laboratories, Inc. (UL) provides product listing service, shall be listed and bear the listing mark. Alternately, ETL Testing Laboratories, Inc. Product Safety Testing Listing is acceptable if the listed product has been tested to the applicable UL Standard.

1.06 FIRE RESISTANT CONSTRUCTION MATERIALS AND ASSEMBLIES

- A. Conform to the fire rating classifications based upon the test methods and acceptance criteria in the Standard, Fire Tests of Building Construction and Materials for which Underwriters' Laboratories, Inc. (UL) provides listings.
- B. Materials and assemblies shall comply with the acceptance criteria, detailed description of the assembly, its performance in the fire test and other pertinent details such as specification of materials, Classification coverage, and alternate assembly details.
- C. Alternatively, fire resistance rating classifications by other issuing organizations listed in the Fire and Building Codes are acceptable.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

1.01 ABBREVIATED SUMMARY

A. This Section explains the format of the specifications.

1.02 SPECIFICATION FORMAT

- A. The Specifications are generally arranged according to the Construction Specifications Institute (CSI) format. Most of the technical requirements are specified in the technical specifications of the document, which are grouped into forty-eight (48) major divisions. Most of the legal and administrative requirements are included in Division 01, General Conditions, Information For Bidders, and the Contract (agreement).
- B. Technical sections are arranged in numerical order, however section numbers may not be consecutive from section to section.
- C. Page numbering is subordinate to each section.
- D. Most sections are generally broken down into three (3) parts:
 - PART 1 GENERAL
 - PART 2 PRODUCTS
 - 3. PART 3 EXECUTION
- E. Not all these parts may be used and in some cases, the title of some of the parts may be different than listed above. Paragraph numbers are subordinate to each part.
- F. The Contractor is advised that the format described here is flexible in nature.
 - 1. There is some overlapping of specified information between various portions of the Specifications.
 - 2. In all cases, the entire requirements of the Contract Documents for the project shall apply.

G. Explanations:

- 1. Many technical sections begin with a paragraph titled "SECTION INCLUDES", "DESCRIPTION", or similar wording.
 - a. In these paragraphs, a brief listing of the specified products may appear or a brief description of the work generally specified in that section is presented.
 - b. These descriptions or listings are not all inclusive, but merely are provided as an aid in locating subject matter.
 - c. In some cases special cost related items of work are called to the attention of the Contractor in these opening paragraphs.
- 2. "RELATED SECTIONS" or "RELATED WORK" or similar wording paragraphs list or reference related work specified elsewhere in the Contract Documents. Such listing is not all inclusive, rather, they are merely an aid to the Contractor in locating some of the other Specification Sections wherein work is specified which has a particularly close interrelationship with the work specified in that section.

- a. It shall be understood that all of the Work, and all of the Specifications and other portions of the Contract Documents, are interrelated, and that the total of all requirements set forth in all of the Contract Documents shall be met.
- b. Equipment suppliers and manufacturers shall be advised of the requirements for making submittals and delivering products, as specified in Division 1 sections, even if said sections are not referenced therein that section.
- 3. "REGULATORY REQUIREMENTS" or "REFERENCES" or similar wording paragraphs describe standards, laws, guidelines, regulations, and standards related to workmanship and installation of the products specified which shall be followed by the Contractor in completing the work specified therein that section as if it was written there in that section. All such requirements and references shall be latest issue in effect at the time of the bid opening.
- 4. When a "GUARANTEE" or "WARRANTY" paragraph appears in the section it is calling attention to a guarantee which extends beyond the period of the Contractor's Guarantee called for in the administrative portion of the Contract Documents or it states special requirements specific to the equipment, systems or products specified in that section.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

1.01 SECTION INCLUDES

A. Work of this Section includes the requirements for pre-installation meetings.

1.02 PRE-INSTALLATION MEETINGS

- A. As required in individual specification sections, the Contractor shall convene a pre-installation meeting at the site prior to commencing work of the section.
- B. Pre-installation meetings are to be convened at least one week prior to commencing work on the section. The contractor shall arrange and require attendance of Owner's Construction Representative, Owner, and Architect and parties directly affecting, or affected by, work of the specific section.
 - 1. At least seven (7) calendar days advance notice is to be given.
 - 2. The contractor shall prepare agenda and preside at meeting. At a minimum the following items are to be discussed:
 - 3. Review conditions of installation, preparation and installation procedures.
 - 4. Review coordination with related work.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

SECTION 014500.01 STATEMENT OF SPECIAL INSPECTIONS AND TESTS

| NYS EDUCATION DEPARTMENT | STATEMENT OF SPE | CIAL INSPECTIONS | |
|---|---|------------------------------------|--|
| Office of Facilities Planning | AND TESTS | | |
| 89 Washington Avenue, Room 1060 EBA Albany, NY 12234 | As required by the Buildi BCNYS) | ng Code of NYS (2020 | |
| | Note: The code listing considered all in | gs below are not to be clusive. | |
| BCNYS § 1704.2.3 requires the NYS Licensed Design Prof Special Inspections and Tests. Completion of the Statement the Office of Facilities Planning with the Construction Permi Building Permit. | of Special Inspections & T | Tests, and Submission to | |
| School District | Project Title: | | |
| White Plains School District | Ridgeway Elementary Sc Upgrades | hool Renovations & | |
| Building | | | |
| Ridgeway Elementary School | | | |
| SED Project # | Project Address | | |
| 66220001-0014-018 | 225 Ridgeway, New York, 10601 | | |
| Architect/Engineer: | | | |
| Sign and Stamp: | | | |
| A/E Firm (or Dba): H2M architects + engineers | Phone | Date | |
| Comments: | | | |

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|---|--|---------------------------------|-----------------------|------------|--|---|
| A. Steel Construction | | | | | | |

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| CHAPTER 17 All reports to be submitted to the Owners Representative | U O U S | O D I C | | E N C E | KI R IE FD | CLARIFYING NOTES IF NECESSARY |
| for use, approval, and record. | | | | | | |
| 1. Material verification of high-strength bolts, nuts and washers. | | X | Applicable ASTM material specifications. AISC 360 | 1705.2 2204 | X | 051200 |
| 2. Inspection of high-strength bolting. | X | X | AISC 360 ACI 318 | 1705.2 2204.2 | X | 051200 |
| 3. Material verification of Structural steel. Open Web Steel Joist and Girders, Basic protection of steel members, Seismic Resistance | | | AISC 360 ASTM A6, A514, A29 SJ100, 200 AICS 341 | 1705.2 2203, 2205 1705.2 2207 | X | 051200 052100 |
| 4. Spray Applied Fire Resistant Materials & Specialized Finishes | | | ASTM E650, E736 | 1705.14 1705.15 | | |
| 5. Cold Formed Steel Construction - load bearing Seismic Resistance | | | AISI S100, S220, S420 ANSI/SDI-NC1.0, RD1.0, SDI-C, ASCE 7, 8 AISI S400 | 1704.2.5 2210 2211 | | |
| 6. Material verification of weld filler materials | | | AWS D1.1, D1.3 | 1705.2 2204.1 | | 051200 |
| 7. Inspection of welding: | | | ACI 318: 26.6.4 | T 1705.3 2204 | X | 051200 |
| a. Structural steel | X | X | AWS D1.1, D1.3 | 1705.2 | X | 051200 |
| b. Reinforcing steel | X | X | AWS D1.1, D1.3 | 1705.3.1 | X | 051200 |
| c. Cold Formed Steel Deck | | | AISC S100, ASCE7, 8 | | X | 053100 |
| 8. Inspection of steel frame joint details. | | X | | 1705.2 | | 051200 |
| B. Concrete Construction | | | • | Ch. 19 | | |
| Inspection of reinforcing steel, including prestressing tendons, and verify placement | | X | Ch. 21, 22 ACI 318; Ch. 20, 25.2, 25.3, 26.6.1, 26.6.3 AISC 360 | T 1705.3 1901 1905 | X | 033000 |
| 2. Inspection of reinforcing steel bar welding | | | \ACI 318, AWS D1.4 | T1705.3 | | |
| 3. Inspection of anchors to be installed in concrete prior to and during placement | X | | ACI 318,17.8.2, 17.8.2.4 | T 1705.3 | | |
| 4. Verify use of required design mix | | X | ACI 318; Ch. 19, 26.4.3, 26.4.4 | T1705.3 1904 1908 | X | 033000 |

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|---|--|---------------------------------|---|---------------------------------|--|--|
| 5. Sampling fresh concrete, slump, air content, temperature, strength test specimens. | X | | ASTM C172, Ch31 ACI 318: 26.5, 26.9 26.10, 26.11 ASTM C143 ASTMC231 ASTM C1064 ASTM C39 | T1705.3 1901 1905 1908 | X | 033000 0321313:3.10 |
| 6. Inspection of placement for proper application techniques. | X | | ACI 318: 26.5 | T1705.3 | X | 033000 |
| 7. Inspection for maintenance of specified curing temperature and techniques | | X | ACI 318: 26.5 | T 1705.3 1908 1909 | | |
| 8. Inspection of prestressed concrete. | X | | ACI 318: 26.10 | T 1705.3 | | |
| 9. Erection of precast | | | | | | |
| 10. Verification of in-situ concrete strength prior to stressing of tendons and prior to removal of shores and forms from beams and slabs. 11. Inspection of formwork. | | X | ACI 318: 26.11.2 ACI 318: 26.11.1.2 (b) | T1705.3 | | |

| | C | | | | | |
|--------------------------------|---|--------------|-----------|--------|-----|------------|
| | О | | | BR | | IDENTIFY |
| INSPECTION AND | N | P | REFERENCE | СЕ | C R | SPEC |
| TESTING | T | \mathbf{E} | STANDARD | NF | ΗE | SECTION |
| Continuous & Periodic is as | I | R | | Y E | ΕQ | AND |
| Defined by the BCNYS - | N | I | | SR | C U | PROVIDE |
| CHAPTER 17 | U | O | | E | ΚI | CLARIFYING |
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| the Owners Representative | S | \mathbf{C} | | E | F D | |
| for use, approval, and | | | | | | |
| record. | | | | | | |
| C. Masonry Construction | | | | Ch. 21 | | |

| | C | | | | B R | | IDENTIFY |
|---|----------|---------|----------------|--------------|--------------------|------------|----------------|
| INSPECTION AND | N T | P E | REFERENC | | CE | CR | SPEC |
| TESTING Continuous & Periodic is as | I | R | STANDARI | , | N F Y E | H E E Q | SECTION AND |
| Defined by the BCNYS - | N | I | | | SR | CU | PROVIDE |
| CHAPTER 17 | Ü | o | | | E | ΚÏ | CLARIFYING |
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| All reports to be submitted to | U | I | | | C | I E | NECESSARY |
| the Owners Representative | S | C | | | E | F D | |
| for use, approval, and | | | | | | | |
| record. | | | 4 CTD 6 | TD 40 | 1505.4 | | |
| L1 = Level 1 Inspection | | | ASTM | TMS | 1705.4 | | |
| required for nonessential facilities. | | | E119 UL 263 | 402, 403, | 2101 1604 | | |
| L2 = Level 2 Inspection | | | ASTM | 404, | 1004 | | |
| required for essential facilities. | | | C1364 | 504, 602 | | | |
| required for essential facilities. | | | ASTM | 551, 552 | | | |
| * In general, schools are not | | | C1670 | | | | |
| considered essential facilities | | | ASTM | | | | |
| unless they are a designated | | | A706 | | | | |
| emergency shelter. | | | ASCE 7, 8 | | | | |
| 1. Verify to ensure compliance | | | | | | | |
| a. Proportions of site | | X | | | 1705.4 | | 042200 |
| prepared mortar and grout. | | L1 | | | 2103.2 | | |
| | | L2 | | | | | |
| b. Placement of masonry | | X | | | 1705.4 | X | 042000 |
| units and construction of | | L1 | | | T 1705.3 | | |
| mortar joints. | | L2 | | | | | |
| c. Location and placement of | | X | | | 170545 | X | 042000 |
| reinforcement, connectors, | | L1 | | | 2103.4 T 1705.2 | | |
| tendons, anchorages. | | L2 | | | T 1705.3 | | |
| d. Prestressing technique. | | X L1 | | | 1705.4 | | |
| Grout space prior to | X | LI | | | 1705.4 | | |
| grouting | L2 | | | | 1703.4 | | |
| e. Grade and size of | 102 | X | | | 1705.4 | | |
| prestressing tendons and | | L1 | | | 1/05.7 | | |
| anchorages | | | | | | | |
| | | | | | | | |
| Placement of grout | X | | | | 1705.4 | | |
| | L2 | | | | <u></u> | | |
| f. Grout specs prior to | | | | | | | |
| grouting | | | | | | | |
| 2. <u>Inspection program shall verify</u> | <u>:</u> | | | | | | |
| a. Size and location of | | X | | | 1704.5 | X | 042000 |
| structural elements | | L1 | | | 1705.4 | | |
| | | L2 | | | | | |
| b. Type, size, and location of | X | X | | | 1705.4 | X | 042000 |
| anchors | L2 | L1 | | | T 1705.3 | | |
| c. Specifies size, grade, and | | X | | | 1704.5 | X | 042000 |
| type of reinforcement. | | L1 | | | | | |
| | <u> </u> | L2 | | | | <u> </u> | |

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|---|--|---------------------------------|-----------------------|-------------------------------|--|--|
| d. Welding of reinforcing bars | X L1 L2 | | | 1704.5 | X | 042000 |
| e. Cold/hot Weather protection of masonry construction | | X L1 L2 | | 1704.5 2104.3 2104.4 | X | 042000 |
| f. Prestressing force measurement and application | X L2 | X L1 | | 1704.5 | | |
| 3. Verification accessory placement prior to grouting | X L2 | XL 1 | | 1704.5, 2105.2.2 2105.3 | | |
| 4 Grout placement | X L1 | | | 1704.5 | X | |
| 5. Preparation of grout specimens, mortar specimens and/or prisms. | X L1 L2 | | | 1704.5, 2105.2.2 2105.3 | X | 042000 |
| 6. Compliance with documents and submittals | | X L1 L2 | | 1704.5 | X | 042000 |

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|---|--|---------------------------------|---|--|--|---|
| D. Wood Construction | | | | Ch. 23 | | |
| 1. Fabrication process of prefabricated Wood Structural Elements and assemblies. | | X | Ch. 16 AWC, APA, CPA DOC PS1, PS2 | 1704.6 1705.5 2302, 2303 2304 | | 033000 |

| INSPECTION AND TESTING Continuous & Periodic is as Defined by the BCNYS - CHAPTER 17 All reports to be submitted to the Owners Representative for use, approval, and record. | C O N T I N U O U S | P E R I O D I | REFERENCE STANDARD | BRCENFYESRENCCE | CR HE EQ CU KI R I E FD | IDENTIFY SPEC SECTION AND PROVIDE CLARIFYING NOTES IF NECESSARY |
|---|--|---------------------------------|---|---|--|---|
| 2. High-load diaphragms Seismic Resistance | | X | | 1704 1705 1704.6 2304 2305 2306, 2307, 2308 | | |
| E Soils | | | | Ch. 18 | | |
| Geotechnical Investigations, Excavations, Grading, Fill Damp-proofing Water-Proofing | | X | ASTM E329, ASTM D3740, ASTM E548, NYS DOT OSHA Appendix J - BCNYS | 1704, 1706 1803, 1804, 1805 | X | 312000 |
| 2. | | X | Local Highway | 1705.12 - | | |
| Flood & Stormwater Hazards (per BCNYS 106) | | | Authority Flood Plain Admin. Appendix G - BCNYS | 1705.12.9 | | |
| F. Specialized Foundations, Pier | rs, Pile | es | | Ch. 16 | | |
| Deep Foundations Driven Piles Cast-in Place Helical Piles | | X | | T 1705.7 T1705.8 1705.7 1705.8 1705.9 | | |
| G. Exterior Wall Coverings | | <u>I</u> | I. | Ch. 14 | | I |
| 1. Exterior Insulation and Finish Systems (EIFS) MCM, HPL, Other Combustible Materials | | X | ASTM E2568, E2273, E2570, E2393, E84 Ch. 16 NFPA 268, 275, 285,286 | 1405, 1406, 1407, 1408 1704.2 1705.12.5 1705.16 | | |
| H. Miscellaneous | | | | | | |
| Access Floors and Storage Racks Other Architectural, MEP Components Seismic Resistance | | X | | 1705.12 | | |
| 2. In-Situ Testing | | X | | 1604.6 1708 | | |

| INSPECTION AND TESTING Continuous & Periodic is as Defined by the BCNYS - CHAPTER 17 All reports to be submitted to the Owners Representative for use, approval, and record. | C O N T I N U O U S | P E R I O D I | REFERENCE STANDARD | BRCENFYESRENCCE | CR HE EQ CU KI R I E FD | IDENTIFY SPEC SECTION AND PROVIDE CLARIFYING NOTES IF NECESSARY |
|---|--|---------------------------------|---|--|--|---|
| 3. Pre-construction Load Testing | | X | | 1604.7 1709 | | |
| 4. Fire Resistant Penetrations & Joints Fire Stops Testing for Smoke Control | | X | Ch. 7 ASTM E119 Ul263 | 1705.17 1705.18 | | |
| 5. Pre-Submission: Inventory of all Fire-Resistant-Rated Construction - Level 2 Alterations and greater (per BCNYS 106) | X | | verification required EBNYS Ch.3 C. of E. 155 Regulations | FCNYS 701.6 BCNYS 703.7 19CRRNY XXXII | | |
| 6. Pre-Submission: Hazardous Material Survey Water Quality Survey 7. Other: | X X | | verification required ACM Letter - Certificate C.of E. 155 Regulations | US-EPA NYS-DOH | | |
| ,, other. | | | | | | |

1.01 SECTION INCLUDES

- A. Asbestos and lead-based paint certification.
- B. Moisture control.

1.02 ASBESTOS AND LEAD-BASED PAINT CERTIFICATION

 Contractor shall submit the enclosed "Asbestos and Lead-Based Paint Certification" upon completion of all work.

1.03 MOISTURE CONTROL

- A. The Contractor shall maintain a strict policy and protocol for the control of water infiltration and moisture build-up during the course of the project. The plans and specifications are not intended to depict each and every condition or detail of construction. As the knowledgeable party in the field, the Contractor is in the best position to verify that all construction is completed in a manner which will provide a watertight structure. The Contractor has the sole responsibility for ensuring the watertight integrity of the structure. The Contractor's contractual obligations include, but are not limited, to the following:
- B. <u>Water Infiltration</u>: If the Contractor observes water infiltration (unintended) into a completed building or an ongoing construction site, he must immediately report the condition to the Owner and Architect/Engineer, and shall immediately take steps to investigate the source of the water infiltration, identify the responsible party (person who performed work that resulted in water infiltration) and devise a procedure to promptly eliminate water infiltration into the building.
- C. <u>Handling of Water-Damaged Building Materials and Construction</u>:
 - 1. Contractor shall inspect all building materials delivered to the site for pre-existing water damage, as well as existing mold growth.
 - 2. If in-place construction becomes wet, notify the Owner and Architect/Engineer immediately. The Owner and Architect/Engineer will determine whether or not the work shall be removed and replaced, or if the type of material can be permitted to dry.
 - 3. Under no circumstances may new or additional construction be placed over, or otherwise enclose, wet building materials.

D. Visible Mold/Mildew:

- If the Contractor observes any substance that appears to be mold or other fungal growth and/or an unidentified substance within a completed building or the ongoing construction site, he shall immediately suspend construction operations in the area, and report the condition to the Owner and Architect/Engineer.
- 2. No person shall be allowed back into the affected area without permission of the Owner.

1.04 SUBMITTALS

 Contractor shall submit completed and notarized "Certification of Asbestos and Lead-Based Paint" form.

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PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

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Certificate of Asbestos and Lead-Based Paint (New Work)

| ent's Name: |
|--|
| oject Location: |
| oject Address: |
| oject Name: |
| oject Number: |
| ERTIFICATION: |
| is Contractor hereby certifies that no asbestos-containing material and lead-based paint, as fined by applicable federal and state regulations, has been furnished or installed at the ferenced project: |
| ontractor Name: |
| gnature: |
| dress: |
| |
| lephone: Date Executed: |

This Form Shall Be Notarized

1.01 SUMMARY

- A. This Section includes requirements for temporary facilities and controls, including temporary utilities, support facilities, and security and protection facilities.
- B. Temporary utilities include, but are not limited to, the following:
 - Drainage.
 - 2. Water Service and distribution.
 - 3. Sanitary facilities, including toilets, wash facilities, and drinking-water facilities.
 - 4. Ventilation.
 - 5. Electric power service.
 - 6. Lighting.
 - 7. Temporary Heating.
- C. Support facilities include, but are not limited to, the following:
 - 1. Waste disposal facilities.
 - 2. Field offices.
 - 3. Storage and fabrication sheds.
 - 4. Lifts and hoists.
 - 5. Staging areas.
 - 6. Construction aids and miscellaneous services and facilities.
 - 7. Scaffolding and platforms
- D. Security and protection facilities include, but are not limited to, the following:
 - 1. Environmental protection.
 - 2. Stormwater control.
 - 3. Tree and plant protection.
 - 4. Pest Control.
 - 5. Site enclosure fence.
 - 6. Security enclosure and lockup.
 - 7. Barricades, warning signs, and lights.
 - 8. Covered walkways
 - 9. Temporary enclosures.
 - 10. Temporary partitions.
 - 11. Fire protection.
- E. Unless work of this section is indicated to be provided under a specific contract, Contractor must provide, maintain and remove required temporary facilities necessary to perform his own construction activities.
- F. Accessible Temporary Egress: Comply with applicable provisions in ICC A117.1.

1.02 QUALITY ASSURANCE

- A. Regulations: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction including, but not limited to, the following:
 - 1. Building code requirements.
 - 2. Health and safety regulations.
 - 3. Utility company regulations.
 - 4. Police, fire department, and rescue squad rules.
 - 5. Environmental protection regulations.

- B. Standards: Comply with NFPA 241 "Standard for Safeguarding Construction, Alterations, and Demolition Operations," ANSI A10 Series standards for "Safety Requirements for Construction and Demolition," and NECA Electrical Design Library "Temporary Electrical Facilities."
 - 1. Electrical Service: Comply with NEMA, NECA, and UL standards and regulations for temporary electric service. Install service in compliance with NFPA 70 "National Electric Code."
- C. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

1.03 PROJECT CONDITIONS

- A. Temporary Utilities: Each contractor will prepare a schedule indicating dates for implementation and termination of each temporary utility. At the earliest feasible time, when acceptable to the Owner, change over from use of temporary service to use of permanent service.
- B. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Relocate temporary services and facilities as the work progresses. Do not overload facilities or permit them to interfere with progress. Take necessary fire-preventive measures. Do not allow hazardous, dangerous, or unsanitary conditions, or public nuisances to develop or persist on-site.

1.04 DIVISION OF RESPONSIBILITIES

- A. General: These Specifications assign the Contractor responsibilities.
- B. Each Contractor is responsible for the following:
 - 1. Installation, operation, maintenance and removal of each temporary facility considered as its own normal construction activity, as well as the costs and use charges except as listed below.
 - 2. Plug-in electric power cords and extension cords, supplementary plug-in task lighting, and special lighting necessary exclusively for its own activities.
 - 3. Its own storage and fabrication sheds.
 - 4. Hoisting requirements, including hoisting loads in excess of 2 tons, hoisting material or equipment into spaces below grade, and hoisting requirements outside the building enclosure. (Rigging Insurance must be provided by each prime contractor)
 - 5. Collection and disposal of its own hazardous, dangerous, unsanitary, or other harmful waste material.
 - 6. Secure lock-up of its own tools, materials and equipment.
 - Construction aids and miscellaneous services and facilities necessary exclusively for its own construction activities.
 - 8. Maintaining temporary facilities provided by Contractor.
 - 9. Complying with the regulations of the Commissioner of Education 8 NYCRR 155.5 Uniform Safety Standards for School Construction and Maintenance Projects specified in Division 1 Section 011400.
 - 10. Containers for non-hazardous waste and debris generated by their own demolition and construction operations.

1.05 USE CHARGES

- A. General: Cost or use charges for temporary facilities are not chargeable to Owner, Architect or Owner's Construction Representative and shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, the following:
 - 1. The Owner's Construction Representative.

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- 2. Other Contractors.
- Owners construction forces.
- 4. Occupants of Project.
- 5. Architect.
- 6. Testing Agencies.
- 7. Personnel of authorities having jurisdiction.
- B. Water Service: Use water from the Owner's existing water system without metering and without payment of use charges. Access to water shall be approved by the Owner.
- C. Electric Power Service: Temporary electric power including set-up and maintenance is the responsibility of the Electrical Contractor.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. General: Provide new materials. If acceptable to the Architect / Construction Manager, the Contractor may use undamaged, previously used materials in serviceable condition. P ovide materials suitable for use intended.
- B. Lumber and Plywood:
 - 1. For job-built temporary offices, shops, and sheds within the construction area, provide UL-labeled, fire-treated lumber and plywood for framing, sheathing, and siding.
 - For signs and directory boards: provide exterior grade APA HDO plywood of sizes and thicknesses indicated.
 - 3. For vision barriers, provide minimum 3/8-inch-thick exterior plywood.
 - 4. For safety barriers, sidewalk bridges, and similar uses, provide minimum 5/8-inch-thick exterior plywood over appropriate wood framing.

C. Paint:

- Paint surfaces exposed to view from Owner occupied areas in a color selected by the Owner's Construction Representative. Maintain coverage throughout the construction period.
- D. Tarpaulins: Provide waterproof, fire-resistant, UL-labeled tarpaulins with flame-spread rating of 15 or less. For temporary enclosures, provide translucent, nylon-reinforced, laminated polyethylene or polyvinyl chloride, fire-retardant tarpaulins.
- E. Water: Provide potable water approved by local health authorities. Protect water sources with approved backflow or vacuum breaker devices.
- F. Open-Mesh Chain Link Fencing: Provide 0.120-inch-thick, galvanized steel posts, and 2.875" diameter. Gate posts with 6 foot high mesh on stanchion posts spaced 8-foot on center maximum. Provide lockable gates with galvanized chains and security padlocks. Furnish keys to the Owner, Owner's Construction Representative, Prime Contractor represesentatives, and nescessary construction personnel.
- G. Temporary Roofing: 5/8" FR plywood roof sheathing and 45 mil reinforced EPDM membrane
- H. Temporary Flooring protection: "Ram Board" or equivalent with taped joints.

2.02 EQUIPMENT

- A. General: Provide new equipment. If acceptable to the Architect, the Contractor may use undamaged, previously used equipment in serviceable condition. Provide equipment suitable for use intended.
- B. Water Hoses: Provide 3/4-inch, heavy-duty, abrasion-resistant, flexible rubber hoses 100 feet long, with pressure rating greater than the maximum pressure of the water distribution system. Provide adjustable shutoff nozzles at hose discharge and vacuum breakers at hose bib connections.
- C. Fire Extinguishers: Provide hand-carried, portable, UL-rated, Class A fire extinguishers for temporary offices and similar spaces. In other locations, provide hand-carried, portable, ULrated, Class ABC, dry-chemical extinguishers or a combination of extinguishers of NFPArecommended classes for the potential exposures.
 - 1. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.

PART 3 - EXECUTION

3.01 CONTRACTOR FIELD OFFICES

- A. Contractors may, with permission from the Owner and Owner's Construction Representative, establish a field office for their own use. Offices for the individual prime contractors, sub-contractors, specialty contractors and the like shall be of size and design as approved by the Owner and Owner's Construction Manager. Offices shall be located in the designated staging area. Each representative contractor shall arrange for telephone service and electric service, if required, directly with the utility company. (No field offices or storage trailers will be allowed within 100 feet of any building.)
- B. Maintain, in the each contractor's field office, all articles for First Aid treatment. Each contractor shall also establish standing arrangements for the immediate removal and hospital treatment of any employees and other persons on the job site who may be injured or who may become ill during the course work.

3.02 TEMPORARY AND PERMANENT SERVICES, GENERAL

- A. The Contractor's use of any permanent system or service of the building or portions thereof shall be subject to the Owners approval.
- B. The Contractor shall be responsible for any and all damage to permanent services used, and shall make good any and all damage to the satisfaction of the owner, prior to final completion and acceptance.
- C. NOTE In accordance with OSHA and other applicable regulations, the representative Contractors performing erection of "skeleton" type work are solely responsible for the netting, guard rail protection and such other safety devices as deemed necessary to protect the workers and public from harm.

3.03 TEMPORARY LIGHT AND POWER

A. Temporary Electric Power Service: Electrical Contractor shall provide and pay all costs to provide a weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics to accommodate performance of work during the construction period.

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- 1. Responsibility: All work under this section to be provided by the Electrical Contractor.
- 2. Applicability: This section applies to all renovation and new construction work areas for this Project.
- 3. Electrical Contractor shall make arrangements with utility company for temporary and permanent services immediately after award of contract.
- 4. Temporary or permanent services for temporarily or permanently installed building equipment such as sump pumps, boilers, cabinet heating and/ or cooling units and fans shall be furnished, installed, operated and maintained so that the said equipment may be operated for drainage and temporary heat when required and/ or when so ordered by the Architect and Owner's Construction Representative.
- 5. Electrical Contractor shall maintain all parts of the electrical system (temporary and permanent) active and in-service at all times throughout the contract duration. All temporary lighting to be controlled by standard switches per code (outside of power panels).
- 6. Electrical contractor shall provide temporary generator power to maintain power to critical circuits during main electric service switch over. Critical circuits shall include fire alarm, emergency lighting, communication, information technology, heating units, etc. Coordinate required circuits with owner. Contractor shall assume a minimum of (2) 50 kw generators and temporary panels as necessary. Generators shall be located at the building exterior. Provide feeder cables, adequately sized, in accordance with NEC to feed temporary panels or existing sub-panels. Contractor shall include required fuel for operation.
- 7. Electrical Contractor shall maintain power during the hours established by Owner's Construction Representative.
- 8. Temporary Service: Install service and grounding in compliance with the National Electric Code (NFPA 70). Include necessary meters, transformers, overload protected disconnect and main distribution switch gear. Comply with all NECA, NEMA and UL Standards
- 9. Provide temporary service with an automatic ground-fault interrupter feature, activated from the circuits of the system.
- 10. Power Distribution System: Provide circuits of adequate size and proper characteristics for each use. In general run wiring overhead. Rise vertically where wiring will be least exposed to damage from construction operations.
- 11. Provide metal conduit, tubing or armored cable for protection of temporary power wiring where exposed to possible damage during construction operations. Where permitted by code, wiring of circuits not exceeding 110-120 Volt 20 Amp rating and wiring of lighting circuits may be non- metallic sheathed cable in areas where located overhead and exposed. Do not wire temporary lighting with plain, exposed (insulated) electrical conductors. Provide metal enclosures or boxes for wiring devices.
- 12. Provide overload-protected disconnect switch as required by code.
- 13. For power hand tools and task lighting, provide temporary 4-gang outlets at each floor level, spaced so that a 50-foot extension cord can reach each work area. Provide separate 110-120 Volt, 20 Amp circuit for each 4-gang outlet (4 outlets per circuit).
- 14. Temporary electric power for Owner's Representative's field office.
- 15. Temporary power and lighting for any sidewalk bridges.
- 16. Maintaining all existing systems, including but not limited to, power, lighting, fire alarm, intercom, kitchen freezers and refrigerators, etc., within the existing building operational at all times for Owner occupancy and construction.

B. TEMPORARY ELECTRICAL AND TELEPHONE SERVICES

- 1. Temporary Power Source: At each building / renovation area, use the existing electrical power distribution system for temporary power source.
- 2. Owner's Requirements: Do not disrupt the Owner's needs for continuous power at each building.
- 3. Electrical Contractor shall provide temporary power and lighting facilities for use of all trades. All temporary light and power shall be in accordance with the required Codes and Safety Standards. The temporary light and power shall be used until permanent light and power is completed or portions of the building(s) are enclosed.

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- 4. Owner's Construction Representative on-site trailer already has power and data/tel wiring
- 5. All other contractor trailer use / connection charges for power and telephone to be paid by the respective contractor.

C. TEMPORARY POWER DISTRIBUTION

 General Requirements: Electrical Contractor shall provide feeders and branch circuits of adequate size and proper characteristics as required to supply temporary receptacle and lighting loads. Size service and feeder conductors to restrict voltage drop to maximum 5 percent at 80 percent power factor. Provide properly sized overcurrent protection for each temporary electrical circuit.

D. RECEPTACLE REQUIREMENTS

- 1. General Requirements: Provide temporary receptacle outlets as required for operation of portable tools and appliances during the construction period.
- 2. Minimum Requirements: Provide a minimum of one quad 120 volt receptacle per 2500 square feet of building floor area, with maximum spacing of 50 feet on center.
- 3. Branch Circuits: All temporary receptacle branch circuits to be rated 20 amps with a maximum of (3) duplex receptacles per circuit. Temporary receptacle branch circuits shall be independent of temporary lighting circuits.

E. LIGHTING REQUIREMENTS

- General Requirements: Electrical Contractor shall provide both interior and exterior lighting at areas where existing lighting has been removed and at new construction areas, as required to provide adequate illumination for safe and proper construction operations and Project Site security.
- 2. Minimum Requirements: Provide illumination levels adequate for construction operations and safe traffic conditions. As a minimum provide one 200 watt lamp per 400 square feet of building floor area, with maximum spacing of 20 feet. Any rooms in excess of 500 sf will receive one 400 watt metal halide fixture for each 1000 sq. ft. of area.
- 3. Stairways: Provide one 200 watt lamp per landing at each stairway.
- 4. Barricades: Provide adequate lighting for personnel safety at barricades, ladders, openings and other similar locations.
- 5. Supplemental Lighting: If required, supplemental lighting beyond minimum requirements shall be provided via suitable portable lighting units with cord and plugs, and shall be paid for by the Contractor or Sub-Contractor requiring such additional lighting.
- 6. Branch Circuits: All temporary lighting branch circuits to be loaded to a maximum of 1400 watts per 20 amp circuit. Temporary lighting branch circuits shall be independent of temporary receptacle circuits.
- 7. Restrictions: Do not use permanent lighting systems for temporary construction lighting purposes.

F. MAXIMUM LOADS

1. General: Lighting and power loads connected to the temporary power distribution system shall be limited to the following maximum individual loads:

| | Load Type | Maximum |
|----|----------------|---------|
| a. | 120 V, 1 Phase | 1.5 KVA |
| b. | 208 V, 1 Phase | 2.5 KVA |
| C. | 208 V, 3 Phase | 5.0 KVA |

 General: The temporary power distribution system shall be sufficiently sized to provide temporary power as required within this section. Meter and Meter connections to be part of electrical contractors base bid.

G. ELECTRICAL WELDERS

 Separate Power Sources Required: Power for electric welders and for other loads larger than the maximum allowable sizes shall be taken from portable power sources provided, paid for and operated by the Contractor or Sub-Contractor requiring the use of such equipment. Remove such power sources when no longer needed.

H. ELECTRICAL ENERGY COSTS

 Paid By Owner: Charges for electrical energy usage for temporary power and lighting will be paid by the Owner, when taken from the Owner's electrical services. Contractor and Sub-Contractors shall exercise measures to conserve energy usage. Use of Owner supplied electric for items not specific to project (e.g. heating construction shanties, etc.) will not be permitted.

I. USE CHARGES

- General: Cost or use charges for temporary facilities are not chargeable to the Owner or the Architect, Engineer, or Owner's Construction Representative. The Architect and Owner will not accept a prime contractor's cost or use charges for temporary services or facilities as a basis of claim for an adjustment in the Contract Sum or the Contract Time.
 - a. Water Service Use Charges: Water from the Owner's existing water system may be used without metering, and without payment for use charges.
 - b. Electric Power Service Use Charges: Electric power from the Owner's existing system may be used without payment of use charge

3.04 TEMPORARY TOILET FACILITIES

- A. Sanitary Facilities: Sanitary facilities include temporary toilets, wash facilities and drinking water fixtures. Comply with governing regulations including safety and health codes for the type, number, location, operation and maintenance of fixtures and facilities; provide not less than specified requirements. Install in locations which will best serve the project's needs. Owner's existing facilities shall not be used.
- B. Responsibilities: The General Construction Contractor is responsible for temporary sanitary facilities and their maintenance, cleaning and supplies for use by all trades. Sufficient quantity/locations to properly handle the amount of workers on-site.
- C. Supply and maintain toilet tissue, paper towels, paper cups and other disposable materials as appropriate for each facility, including Owner's Construction Representative temporary offices for full contract duration. Provide covered waste containers for used material.
- D. Install self-contained toilets to the extent permitted by governing regulations.
- E. Provide separate toilet facilities for male and female construction personnel.
- F. Provide separate toilet facilities for Owner's Construction Representative located at ______ at the direction of Owner's Construction Representative.

3.05 TEMPORARY HEATING

A. The Mechanical Contractor will maintain 60 degree temperature in all areas via temporary and/or permanent systems. The Mechanical Contractor will submit a detailed plan including sketches indicating his proposed temporary heating system for engineer approval within 1 week of contract award. The Electrical Contractor will provide permanent or temporary power for the Mechanical Contractor's units for temporary heating. General Work Contractor will insure all windows / doors and work areas are fully enclosed. (Any missing components at time of temporary heat activation will be enclosed via 5/8 inch thick plywood, 2" rigid polyisocyanurate and 6-mil fire-retardant polyethylene sheeting for a weather-tight insulated enclosure.)

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- B. The fuel, equipment, materials, operating personnel and methods used therefore shall be at all times satisfactory to the Architect and Owner's Construction Representative and adequate for the purpose intended. The use of electric heaters is not acceptable. All required fuel is part of this contract.
- C. The Contractor shall maintain the critical installation temperatures provided in the technical provisions of the specifications herein for all work in those areas where same is being performed.
- D. The maintenance of proper heating, ventilation and adequate drying out of the work is the responsibility of the contractor and any work damaged by dampness, insufficient or abnormal heating, shall be replaced to the satisfaction of the Architect by and at the sole expense of the contractor.
- E. Before and during the placing of gypsum and the application of other interior finishes, taping, varnishing, painting, etc. and until final acceptance by the Owner of all work covered by the Contract, the contractor shall, unless otherwise specified in the contract documents, maintain a temperature of 60 degrees F. Coordinate with Division 9 of the Technical Specifications.
- F. Use of the permanent system, if approved by engineer and owner permission granted, shall not shorten, or negate any equipment, or system guarantees required under this contract. (the warranty period starts upon the date of Substantial Completion). Two additional filter changes are to be provided by Mechanical Contractor. A program of use, maintenance and restoration will be submitted with request for use of systems for temporary services.

3.06 TEMPORARY WATER

- A. The Plumbing Contractor shall:
 - 1. Provide and maintain a temporary water system of size and capacity as required below to supply the needs of all Contractors for the work.
 - 2. Provide no less than two 3/4 inch hose bibs conveniently located at each building wing.
 - 3. Provide and pay for all connections and permits.
 - 4. Install such temporary water system so that service shall be available at the commencement of the work. The permanent water risers and lines may be used for temporary water supply. The permanent services shall be turned over to the Owner in perfect condition. Any repairs required due to temporary use shall be made at the sole expense of the plumbing contractor.
 - 5. Protect temporary and permanent lines against any damage.
 - 6. Remove all temporary lines when directed by the Owner's Construction Representative when such lines are no longer required.
 - 7. Water source is only available from building. If contractor decides distance is too far he should use water storage tanks or struck at no additional charge to the owner.
- B. Each Contractor shall:
 - Provide all hose and other extensions from connections installed by the Plumbing Contractor and all labor, materials and supplies required to supply water to the work.
 - 2. Prevent water damage to the work.

3.07 STORAGE FACILITIES

A. Each Contractor shall provide temporary storage shanties, tool houses and other facilities as required for their own use. Temporary structures shall be located at the staging area and shall be removed upon completion of the work or when directed.

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- B. Materials delivered to the site shall be safely stored and adequately protected against loss or damage. Particular care shall be taken to protect and cover materials that are liable to be damaged by the elements.
- C. Due to limited on site storage space, each Contractor shall coordinate delivery of his materials with the Owner's Construction Representative who will determine when large deliveries shall be made and shall be designate storage locations on site for delivered materials. All stored materials must be stored in locked, watertight trailers, paid for by applicable contractor.

3.08 SCAFFOLDING AND STAGING

A. All scaffold, staging and appurtenances thereto shall comply in total to the requirements of Safety and Health Regulations for Construction Chapter XVII of OSHA, Part 1926 and all related amendments.

3.09 RUBBISH CONTAINER

- A. Each Contractor shall provide suitable rubbish container device(s) for his own use (both demolition and construction debris), properly maintained and serviced, replaced as required and protected from access by the public fencing as may be specified herein or approved by the Architect and Owner's Construction Representative.
- B. Contractor and Subcontractor shall sweep up and gather together daily all his own rubbish and removed materials and place same in containers.

3.10 CONSTRUCTION FENCING

- A. Construction fencing and barriers shall be provided by the General Construction Contractor, enclosing all work and storage areas as outlined in staging, plan and specified within. Temporary construction fencing shall be of good quality and neat in appearance.
- B. Site access gates shall be provided as required, complete with all operating hardware and security devices.
- C. Should fencing be required to be relocated or modified during the course of the project due to additional access needed by the contractor, same shall be done at the total expense of the contractor.
- The construction fence shall be maintained in good order by all contractors throughout the life of the project.
- E. Note: Should any contractor damage or cause the need for repair to the construction fence, all costs involved with said repair will be back-charged to the contractor creating the need for repair.
- F. General Construction Contractor shall provide a 60' x 150' fenced staging area at the location designated on the drawing for use by all trades. All fenced areas to be 6' high galvanized chain link fencing, 9 ga fabric on 10' long framed sections on stanchions. Gate locations as directed by Owner's Construction Representative. If additional storage is necessary, the contractors may use the remote staging area where Owner's Construction Representative's trailer is located.

3.11 JANITORIAL SERVICE/DAILY CLEANUP

A. Each Contractor shall furnish daily janitorial services for the project and perform any required maintenance of facilities as deemed necessary by the Architect and Owner's Construction Representative during the entire life of the contract. If any contractor fails to keep the site safe

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and broom clean within 4 hours of being notified by Architect or Owner's Construction Representative, either verbally or in writing, the Owner's Construction Representative will have the cleanup work performed by others and the contractors will be back charged accordingly.

 The Contractor shall provide daily trash collection and cleanup of the project area and shall dispose of all discarded debris, and the like in a manner approved by the Owner's Construction Representative.

3.12 BURNING

A. Burning will not be permitted.

3.13 MAINTENANCE OF PERMANENT ROADWAYS

- A. The General Construction Contractor shall immediately remove dirt and debris which may collect on permanent roadways created by their work, deliveries, manpower, equipment, etc.
- B. Temporary roads / entrance mats will be maintained by General Construction Contractor to insure that no mud, dust, dirt goes onto asphalt areas.

3.14 FIRE PREVENTION CONTROL

A. Each Contractor shall comply with the safety provisions of the National Fire Protection Association's "National Fire Codes" pertaining to the work and, particularly, in connection with any cutting or welding performed as part of the work.

3.15 TEMPORARY FIRE PROTECTION

- A. Each Contractor shall take all possible precautions for the prevention of fires.
 - Where flame cutting torches, blow torches, or welding tools are required to be used, their use shall be as approved by the Owner's Construction Representative at the site.
 - 2. When welding tools or torches of any type are in use, have available in the immediate vicinity of the work a fire extinguisher of the dry chemical 20 lbs. Type. The fire extinguisher(s) shall be provided and maintained by the Contractor doing such work.
- B. Fuel for cutting and heating torches shall be gas only and shall be contained in Underwriters laboratory approved containers.
- C. Storage of gas shall be in locations as approved by the Owner and subject to Fire Department regulations and requirements.
- D. No volatile liquids shall be used for cleaning agents or as fuels for motorized equipment or tools within a building except with the express approval of the Owner and/or Architect and in accordance with local codes. On-site bulk storage of volatile liquids shall be outside the buildings at locations directed by the Owner, who shall determine the extent of volatile liquid allowed within the building at any given time.
- E. Each Contractor shall comply with the following requirements relating to compressed gas:
 - Where compressed gas of any type is used for any purpose at the site, it shall be contained in cylinders complying with ICC regulations. Gases of different types shall not be stored together except when in use and when such proximity is required.
 - 2. All gas cylinders shall be stored in sheds constructed of noncombustible materials. Sheds shall be well ventilated and without electric lights or fixtures and shall be located as far from other buildings as is practicable. All gas cylinders not in actual use, or in proposed immediate use, shall be removed from the building under construction or reconstruction. Empty gas cylinders shall be removed prior to bringing in a replacement cylinder. Cylinders

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- shall at all times be supported and braced in an upright position. When not in use, the protective cap shall be screwed over the valve.
- 3. All persons required to handle gas cylinders or to act as temporary firemen (Fire Watchers) shall be able to read, write and understand the English language; they shall also be required by the Contractor to read Part 3 of Pamphlet P-1 "Safe Handling of Compressed Gases" published by the Compressed Gas Association, 500 Fifth Avenue, New York, NY 10036.
- 4. Where local ordinances are in effect regarding gas cylinders, (their use, appurtenances and handling), such ordinances shall supplement the requirements of this paragraph. All personnel engaged in fire watch shall be certified by the Local Fire Department having jurisdiction.
- 5. Any cylinder not having the proper ICC markings or re-inspection marking, or any cylinder with a leak shall be isolated immediately away from any building and the supplier shall be immediately notified; such other precautions as may be required to prevent damage or injury shall also be taken by the Contractor.
- F. Each Contractor shall comply with the following requirements relating to welding and cutting:
 - 1. All cutting and/or welding (electric or gas) must be done only by skilled, certified and licensed personnel.
 - During welding or cutting operations, a contractors man shall act as a fire watcher. The fire
 watcher shall have proper eye protection and suitable fire fighting equipment including fire
 extinguisher (bearing current inspection Certificate), protective gloves and any other
 equipment deemed necessary.
 - Welding or cutting shall not be done near flammable liquid, vapors or tanks containing such material.
 - 4. Where cutting or welding is done above or adjacent to (within two feet) combustible material or persons, a shield of incombustible material shall be installed to protect against fire or injury to sparks or hot metal.
 - 5. Tanks supplying gases for welding or cutting are to be placed in an upright position securely fastened, and close as practical to the operation. Tanks, actives or spares, shall be protected from excess heat and shall not be placed in stairways, hallways or exits. When not in use, protective valve cap shall be screwed on the cylinder.
 - Adequate fire extinguishing equipment shall be maintained at all welding or cutting operations.
 - 7. The Contractor shall secure all required inspections.
 - All equipment, hoses, gauges, pressure reducing valves, torches, etc., shall be maintained in good working order and all defective equipment shall immediately be removed from the ioh
 - 9. No person shall be permitted to do any welding or cutting until his name, address and current license number have been submitted in writing to the Owner.
- G. Contractors for work outside the building shall commence operations promptly on award of Contract, and shall be responsible for same being kept clear of materials and debris in connection with their own work and that of other Contractors. If a Contractor for outside work allows other contractors to deposit material and debris over its lines, the Contractor shall be responsible for all delay and extra cost occasioned thereby.

3.16 DISCONTINUE, CHANGES AND REMOVAL

- A. All Contractors shall:
 - 1. Discontinue all temporary services required by the Contract when so directed by the Construction Manager or Architect.
 - 2. The discontinuance of any such temporary service prior to the completion of the work shall not render the Owner liable for any additional cost entailed thereby and each Contractor shall thereafter furnish, at no additional cost to the Owner, any and all temporary service required by such Contractors work.

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3. Remove and relocate such temporary facilities as directed by the Construction Manager or the Architect without additional cost to the Owner, and shall restore the site and the work to a condition satisfactory to the Owner.

3.17 VENTILATION AND HUMIDITY CONTROL FOR CONSTRUCTION:

- A. General Construction Contractor will provide temporary ventilation as required for protecting the building from any adverse effects of high humidity during abatement and construction activities. Select dehumidification and ventilating equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements and have sufficient quantity of units to produce necessary ambient conditions.
 - 1. Each Contractor shall be responsible for his own temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity.
 - 2. Ventilate enclosed area to dissipate humidity, and to prevent accumulation of dust, fumes, vapors or gases.
 - Provide equipment as necessary for air and fresh exchange for the work area per OSHA standards.
 - 4. Remove temporary ventilation equipment prior to the completion of construction.
 - 5. If Contractor fails to adequately ventilate the building during the construction, abatement / roofing process, thereby causing humidity and possible mold issues, the owner will hire others to properly address and deduct costs from the Contractor accordingly.
 - 6. General Construction Contractor will provide negative air machines of sufficient size/qty to fully ventilate the square footage of work areas and exhaust any dust/fumes through flexible duct hose to exterior top eliminate any orders / smoke.
 - 7. Any contractor that allows water infiltration into any building shall be held responsible for the cleanup and provision of commercial dehumidifiers of sufficient size and quantity to prevent the generation of mold spore growth. Failure on the contractors part to address this issue within 4 hours of notice, will result in the Owner hiring outside parties to accomplish the required work in order to insure a safe environment. Owner will subsequently backcharge the contractor responsible for the water infiltration for all associated costs of hiring this outside contractor to carry out the work required.

3.18 TEMPORARY ROADS AND PERMANENT PAVED AREAS:

- A. General Construction Contractor shall construct and maintain temporary road areas adequate to support loads and to withstand exposure to traffic during construction period. See staging plan for construction requirements, materials, thicknesses, locations, etc.
 - 1. Includes access for delivery through staging area to building work areas, and to equipment and storage areas and sheds.
 - 2. Provide dust-control treatment that is nonpolluting and non-tracking. Reapply treatment as required to minimize dust.
 - Temporary areas are installed and/or maintained for access to all required areas of the sites.
 - 4. Contractors will be permitted to utilize existing campus roads, as designated (as segregated by the Owner if required).
 - 5. Road Cleaning: Maintain roads and walkways in an acceptably clean condition. This includes the removal of debris daily, if required, and/or a minimum of once a week due to all project traffic. Road cleaning equipment to be wet/vacuum type. The General Construction Contractor will clean roads for debris from building-related activities.
 - 6. General Construction Contractor shall provide snow plowing of temporary road, parking area, access route, and a 5' walkway to office trailer. Provide snow removal and walking of walkways to Owner's Construction Representative office trailer. The school district will provide snow plowing of established routes.
 - 7. Staging Areas:

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- a. Temporary parking by construction personnel shall be allowed only in areas so designated and confirmed with the District.
- b. Traffic Regulations:
 - Access through Owner's entrances shall be limited. Confirm access locations and time frames with the District or Owner's Construction Representative when required.
 - 2) Utilize only entrances/temporary roads as designated.
 - 3) Maintain all District traffic regulations and site access.
 - 4) Construction parking will not be allowed adjacent to District buildings, additions or monuments. Construction parking will be located in areas designated by the District or Owner's Construction Representative.
 - Construction employee parking to be located as directed by the Owner's Construction Representative.

3.19 TRAFFIC CONTROLS:

A. General Construction Construction Contractor shall provide temporary traffic controls at junction of temporary roads with public roads. Include warning signs for public traffic and "STOP" signs for entrance onto public roads, barricades, flagmen, etc. Comply with requirements of authorities having jurisdiction.

3.20 DEWATERING FACILITIES AND DRAINS

- A. Each Prime Contractor is directly responsible for dewatering of their excavations. The responsibility of dewatering of the site as to facilitate the work will be the responsibility of the General Construction Contractor, coordinate with the Owner's Construction Representative
- B. Comply with requirements in applicable Division 31 Sections for temporary drainage and dewatering facilities and operations not directly associated with construction activities included in individual Sections. Where feasible, common use of dewatering and drainage facilities is recommended. Maintain Project site, excavations, and construction free of water.
 - 1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties, nor endanger permanent drainage systems. Provide temporary drainage where roofing or similar waterproof deck construction has been completed.
- C. Remove snow and ice, on a daily basis, to minimize accumulations.

3.21 ROOF PROTECTIONS

- A. The General Construction Contractor shall provide temporary protection on the roof surface when it is necessary for work to take place on completed roof areas. Other Primes shall be held responsible to notify the General Construction Contractor of their work and required roof protection areas.
- B. When requested by other trades as noted above, the General Construction Contractor shall provide a minimum of 2 inch thick Polyisocyanurate or Extruded Polystyrene (40 psi) rigid insulation with a 5/8" plywood overlay to protect existing roofing system from damage. Provide removable weighting systems to protect against wind uplift / blow-offs of these protective materials.
- C. Based upon the requirements noted above, the General Construction Contractor shall assume responsibility for any damage(s) to the roofing system caused by the work of other trades, except that financial responsibility for any damage(s) to the roofing system shall be that of the Contractor responsible for the damage(s) as determined by the Owner's Construction Representative.

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3.22 SIGNAGE

- A. The General Construction Contractor shall provide signs as required below. Install signs where required or indicated to inform public and persons seeking entrance to project site. All signage and posts provided shall become the property of the District at the conclusion of the project.
- Prepare temporary signs to provide directional information to construction personnel and visitors.
- C. Construct signs in accordance with section 619 of the NYS DOT standard specifications (MUTCD overall sign size, letter size, metal signage). Support on breakaway metal posts or attach to fencing using zip ties to prevent unauthorized removal; do not attach signs to buildings or permanent construction.
- D. Paint sign panel and applied graphics with exterior-grade alkyd gloss enamel over exterior primer. Engage an experienced sign painter or fabricator to apply graphics. Signs shall have an orange background with black letters/graphics unless directed otherwise.
- E. Include relocating temporary site safety and directional signs as many times as required or directed by the Owner's Construction Representative.
- F. The General Construction Contractor shall furnish, install and relocate all construction signage as required at each project site.
- G. Project Sign Requirements:
 - Ten (10) signs shall be provided and located (and relocated) as designated by the District or Owner's Construction Representative for construction traffic control/flow at entrances/exits.
 - 2. Four (4) signs for "Construction Parking".
 - 3. Four (4) signs to direct deliveries
 - 4. Ten (10) signs for "Emergency egress only Construction Area" per OSHA standards.
 - 5. Ten (10) signs for "No Smoking" safe work site at multiple locations as directed by Owner's Construction Representative.
 - 6. Fifteen (15) signs for "Construction Area Do Not Enter" mount on fence as directed by the Owner's Construction Representative.
 - 7. Ten (10) signs for "No Trespassing" mounted on construction fence as directed by the Owner's Construction Representative.
- H. A pre-mobilization meeting to establish location and quantities of all signage will be held with contractor, Construction Manager, and the Owner. Prior to the start of any actual work the signage must be reviewed / approved by the Owner's Construction Representative.

3.23 ENVIRONMENTAL PROTECTION:

A. The General Construction Contractor shall provide protection, operate temporary facilities, and conduct construction with means and methods that comply with local and state environmental regulations and that minimize possible air, waterway, and subsoil contamination, pollution or other undesirable effects. Avoid using tools and equipment that produce harmful noise. Restrict the use of noise-producing tools and equipment to hours that will minimize complaints from persons, residential occupants, or firms near Project site.

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3.24 STORMWATER CONTROL

A. The General Construction Contractor shall provide earthen embankments, silt fencing, haybales, and similar barriers in and around excavations and subgrade construction, sufficient to prevent flooding by runoff of stormwater.

3.25 SECURITY ENCLOSURE AND LOCKUP:

A. Each Contractor shall provide protection and security for partially completed areas of construction. Provide barricades to prevent unauthorized access, vandalism, theft, and similar violations of security.

3.26 BARRICADES, WARNING SIGNS AND LIGHTS:

- A. Comply with standards and code requirements for erecting structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and public of possible hazard.
 - For safety barriers, sidewalk bridges, and similar uses, provide minimum 5/8-inch thick exterior grade APA BC plywood with structurally adequate supports and/or scaffolding as approved by the Owner's Construction Representative.

3.27 TEMPORARY ENCLOSURES

- A. The General Construction Contractor shall provide temporary enclosures for protection of construction from exposure to inclement weather and for safety of any roof related openings. Close openings in roof deck with load bearing wood frame construction members (sized for design roof loads), 5/8" exterior grade, structural 1, APA BC plywood and watertight EPDM adhered membrane.
- B. The General Construction Contractor shall fully enclose all windows / door openings. Maintain access and egress for workers via secured temporary doors / gates. During periods of temporary heat provisions, provide 5/8 inch, exterior grade, APA BC plywood with 2 inch rigid polyisocyanurate and 6 mil polyethylene sheeting for a weather-tight, secure and insulated enclosure. Temporary doors shall each have an exit device and door closer.
- C. Any other temporary enclosures for specific openings for any contractor to perform their work shall be the responsibility of the contractor requiring / creating the opening. These openings shall be installed to protect the building from exterior elements, security issues, odors and noise resulting from construction operations.

3.28 TEMPORARY PARTITIONS

- A. The General Construction Contractor shall erect and maintain dustproof partitions and temporary enclosures to limit dust and dirt migration and to separate work areas.
 - 1. Construct dustproof, floor to ceiling partitions of not less than 3-5/8" 20 ga. studs; 2 layers of 6 mil fire-retardant polyethylene sheets inside / outside; 5/8 inch thick exterior grade plywood sheathing; 5/8 inch thick interior, Type X gypsum board, taped spackled (1 coat) and painted.
 - 2. Cover floor with 2 layer fire retardant polyethylene and extend 18 inches vertically at each side. Overlap and tape all joints.
 - 3. Sound insulate partitions to provide noise protection to occupied areas
 - 4. Caulk joints and perimeter to prevent dust migration. Equip partitions with dustproof doors and security locks.
 - 5. In addition to any temporary partition locations shown on drawings, the General Construction Contractor shall include in its base bid a minimum of six (6), 9 foot by 12

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foot temporary partitions meeting criteria listed above for use and located where directed by the Owner's Construction Representative. Each location shall be equipped with a 3 foot wide by 7 foot high hollow metal door/frame with hinges, closer and exit device hardware.

3.29 AREA OF SPECIAL PROTECTION

- A. In the event of an emergency (designated by the sounding of the fire alarm system) all construction activities must immediately cease. Contractor's work force will evacuate themselves from work areas and remain outside of work areas until the "all clear" is given. No work operations will be tolerated during the evacuation of the building or during an emergency.
- B. Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways, and subsoil might be contaminated or polluted or that other undesirable effects might result. Avoid use of tools and equipment that produce harmful noise. Restrict use of noise-making tools and equipment to hours that will minimize complaints from persons or firms near the site.

3.30 OPERATION, TERMINATION AND REMOVAL:

- A. Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.
- B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage.
 - 1. Maintain operation of temporary enclosures on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
 - 2. Protection: Maintain markers for underground lines. Protect from damage during excavation operations.
- C. Termination and Removal: Unless the Architect requests that it be maintained longer, remove each temporary facility when the need has ended and no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been affected because of interference with the temporary construction / facilities. Repair damaged work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 - 1. Materials and facilities that constitute temporary facilities are the property and responsibility of the General Construction Contractor.
 - 2. At Substantial Completion, clean, repair and renovate permanent facilities used during the construction period.

END OF SECTION

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1.01 SECTION INCLUDES

A. This Section includes the general requirements for products that are to be furnished, installed, or otherwise incorporated into the project.

1.02 QUALITY ASSURANCE APPLIES TO ALL PRODUCTS

- A. In addition to the Contractor's warranties and guarantees on materials and equipment required under the General Conditions of the Contract and the Technical Specifications contained hereinafter, the Contractor shall also be responsible for all materials, equipment, and products that have or is planned to be incorporated into the work.
 - 1. The Contractor shall be responsible for the finished work and that it accurately and completely complies with these Contract Documents.
 - 2. The Contractor shall be responsible for work performed by subcontractors, equipment suppliers, and material vendors.
 - 3. The Contractor shall be satisfied as to the product's performance before it is ordered for installation. At the Contractor's option, he/she shall have tested each product to determine compliance with these specifications.
- B. The Architect/Engineer may check all or any portion of the work and the Contractor shall afford all necessary assistance to the Architect/Engineer in carrying out such checks.
 - 1. Such checking by the Architect/Engineer shall not relieve the Contractor of any responsibilities for the accuracy or completeness of the work.
 - 2. Such checking is a courtesy service being provided by the Owner and does not relieve the Contractor of his/her responsibilities under this Construction Contract.
- C. If witnessed shop tests or inspections are required at the point of manufacture, the Contractor shall keep the Architect/Engineer advised as to the progress of the work to allow inspection at the proper time and place. Provide at least two (2) weeks advance notice before scheduled shop tests.
- D. Should a dispute arise as to the quality of workmanship, equipment or material performance, then the final decision regarding acceptability with these Contract Documents shall be that of the Owner.
- E. At the request of the Architect/Engineer, the Contractor shall promptly provide the services of a competent representative of the manufacturer at the project site, fully equipped and prepared to answer questions, perform tests, make adjustments and to prove compliance with the Contract Documents free of all additional charges. Proof of compliance shall be the responsibility of the Contractor, and such special visits to the project site by the manufacturer shall not be eligible under any cash allowances or stipulated man-hours necessary to startup the system and/or train the Owner as may be specified in the Technical Specifications.

1.03 QUALITY ASSURANCE - EQUIPMENT

- A. Erect and install products under the supervision of a competent and experienced superintendent. The method of installation, including anchorage, clearances, and tolerances for rotating assemblies, methods of support for equipment and adjacent piping, shall be as recommended by the equipment manufacturer unless detailed on the Drawings or specified.
- B. All material furnished shall be new, and guaranteed free from defects in workmanship, installation, and design.

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- C. Design and fabricate equipment in conformance with ANSI, ASTM, ASME, ASHRAE, IEEE, NEC and NEMA Standards.
 - 1. Equipment shall withstand the stresses that may occur during fabrication, testing, transportation, installation and conditions of operation.
 - 2. Pumps shall conform to the requirements of the Hydraulic Institute.
 - 3. Equipment shall comply with the latest OSHA regulations and the ANSI Safety Standards.
- D. Equipment shall be products of manufacturers who produce evidence of their ability to promptly furnish any and all interchangeable replacement parts as may be needed at any time within the expected life of the equipment.
- E. Manufacturers shall also have readily available access to suitable and accurate testing facilities for performing the required shop tests.

PART 2 - PRODUCTS

2.01 MATERIALS AND EQUIPMENT

- A. Equipment shall have been in successful regular operation under comparable conditions for a period of at least five (5) years.
 - This time requirement does not apply when the manufacturer posts an Owner/Architect/Engineer acceptable Performance Bond or Letter of Credit for the duration of the time period that will guarantee replacement of the equipment in the event of failure.
 - 2. The bond shall be in a form that is acceptable to the Owner's legal council.
- B. The Owner reserves the right to reject any material or equipment manufacturer who, although he appears to be qualified and meets the technical requirements, does not provide satisfactory evidence indicating adequate and prompt post-installation repair and maintenance service, as required to suit the operational requirements of the Owner.
- C. Whenever it is required that the Contractor furnish materials or manufactured articles or shall do work for which no detailed specifications are set forth, the materials or manufactured articles shall be of the best grade in quality and workmanship obtainable on the market from firms of established good reputation, or, if not ordinarily carried in stock, shall conform to the usual standards for first-class materials or articles of the kind required.
- D. Perform work in full conformity and harmony with the intent to secure the best standard of construction and equipment of the work as a whole or in part.
- E. Items of any one type of material or equipment shall be the product of a single manufacturer.
 - 1. For ease of the Owner in maintaining and obtaining service for equipment and for obtaining spare parts from as few places as possible, to the maximum extent possible, use equipment of a single manufacturer.
 - 2. The Architect/Engineer reserves the right to reject any equipment from various manufacturers if suitable equipment can be secured from fewer manufacturers and to require that source of materials be unified to the maximum extent possible.
- F. Substitute equipment shall not be fabricated nor installed until after written decision to accept request is received from the Architect/Engineer.

2.02 NAMEPLATES

A. Each unit of equipment shall have the manufacturer's name or trademark on a stainless steel nameplate securely affixed in a conspicuous place.

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- B. The manufacturer's name or trademark may be cast integrally with stamp, or otherwise permanently marked upon the item of equipment.
- C. Such other information as the manufacturer may consider necessary for complete identification shall be shown on the nameplate.

2.03 FABRICATIONS

- A. Insofar as possible, shop prefabricate all items complete and ready for installation.
- B. Accurately fabricate all items to the details shown on the Drawings and on the shop drawings found in compliance with the Contract Documents.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Prior to work under any Section, carefully inspect the existing work and verify that it is complete to the point where the work under that Section may properly commence.
- B. Avoid the need to remove and replace work and to avoid unnecessary cutting and patching.
- C. Inspect all surfaces to be sure that they have been properly prepared before applying new work to such surfaces.
- D. Verify that all work can be installed in strict accordance with the drawings and the approved shop drawings. Immediately report discrepancies to Architect/Engineer.
- E. Do not proceed with the work under any Section until these conditions are obtained.

3.02 INSTALLATION

- A. Furnish and install materials and equipment in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract Documents.
- B. All work shall be done in a workmanlike manner and set to proper lines and grades. The work shall be square, plumb and/or level as the case may be.
- C. Where performance criteria are specified, do all work necessary to attain the required end results.

3.03 FIELD QUALITY CONTROL

- A. Neither observations by Architect/Engineer nor inspections, tests or approvals by other persons shall relieve the Contractor from his obligations to perform the work in accordance with the requirements of the Contract Documents.
- B. If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to specifically be inspected, tested or approved by some public body, the Contractor shall assume full responsibility therefore, pay all costs in connection therewith, and furnish the Architect/Engineer with the required certificates of inspection, testing or approval.
- C. The Owner reserves the right to independently perform laboratory tests on random samples of material or performance tests on equipment delivered to the site.

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- 1. These tests, if made, will be conducted in accordance with the appropriate referenced standards or specification requirements.
- 2. The entire shipment represented by a given sample, samples or piece of equipment may be rejected on the basis of the failure of samples or pieces of equipment to meet specified test requirements.
- 3. All rejected materials or equipment shall be removed from the site, whether stored or installed in the work, and the required replacements shall be made, all at no additional cost to Owner.

3.04 ADJUST AND CLEAN

- A. Upon the completion of installations, and as a condition of its acceptance, visually inspect all work, adjust all components for proper alignment and touch-up abrasions and scratches to make them completely invisible.
- B. Thoroughly examine all materials and equipment with protective or decorative finishes for defects and damage prior to being covered.
 - In the case of buried items of work, restore protective surface covers so as to conform to the Contract Documents prior to being backfilled, buried or embedded, as the case may be.
 - 2. In the case of exposed items of work, for which a decorative finish is required, all scratches, discoloration's, unmatched colors, disfigurations and damages shall be repaired and touched-up so as to provide a neat, clean finish, and be uniform in color.

3.05 UNCOVERING WORK

- A. Unless otherwise specified or directed by Architect/Engineer, no work shall be covered until it has been observed, tested, photographed, measured, and authorized to be covered by Architect/Engineer.
- B. Tie distances to above ground physical structures as reference points to all underground utilities, conduits, pits, manholes, valves, and pipelines shall be obtained by the Contractor prior to covering the work. Immediately comply with the Architect/Engineer's direction to uncover the work if tie distances were not obtained.
- C. If any work has been covered with Architect/Engineer's consent and Architect/Engineer considers it necessary or advisable that covered work be observed or tested, the Contractor, at Architect/Engineer's request, shall uncover, expose or otherwise make available for observation, or testing as Architect/Engineer may require, that portion of the work in question, furnishing all necessary labor, material and equipment.
 - 1. If it is found that such work is defective, the Contractor shall bear all the expenses of such uncovering, exposure, observation, and testing of satisfactory reconstruction, including compensation for additional engineering services and an appropriate deductive change order shall be issued.
 - 2. If, however, such work is not found to be defective, the Contractor shall be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to such uncovering, exposure, observation, testing and reconstruction if he makes a claim therefore as provided in the General Conditions.

3.06 DEFECTIVE WORK

A. The repair, removal, replacement and correction of defective work is a part of this Contract and shall be promptly performed in accordance with the requirements set forth in the General Conditions or other portions of the Contract Documents. All costs in connection with the correction of defective work shall be borne by the Contractor.

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B. Products that fail to maintain the performance or other salient requirements of the Contract Documents, shows undue wear, or other deleterious effects during the maintenance period, shall be considered defective.

1.01 SECTION INCLUDES

- A. The Section includes the transportation, handling, storage and protection of products that are to be incorporated into the work.
- B. The procedures for turning equipment over to the Owner for installation by others is also included herein.

1.02 GENERAL

- A. Items shall be delivered as complete assemblies direct from the manufacturer with all internal wiring, piping, valving, and control devices intact except where partial disassembly is required by transportation regulations, protection of components, or where physical constraints may exist or be created for the setting of the item.
- B. Coordinate the disassembly and reassembly requirements with the manufacturer. Determine the need and extent of reassembly prior to bid.
 - 1. All labor, material and equipment costs associated with the disassembly and reassembly of the product shall be included in the Contract Price.
 - 2. Where reassembly of equipment is necessary, then the manufacturer shall provide reassembly instruction at the project site.
 - 3. A technician shall be present during the entire reassembly procedure and the manufacturer shall certify, in writing, that the unit was reassembled properly in accordance with instructions provided by the manufacturer and that all as-specified warranties remain in effect.
 - 4. The manufacturer's reassembly inspection time shall be in addition to the field service time specified and shall be included in the Contract Price. This time shall not be eligible for payment under any cash allowance item.
- C. In the case where equipment is to be installed by others, then the supplying contractor shall be responsible for its reassembly. If reassembly is necessary and the unit(s) are to be set inside an enclosure or building, reassemble the equipment inside said enclosure. The equipment once reassembled shall be turned over to the installing contractor as specified below.

1.03 PACKING

- A. Transport products in containers, crates, boxes or similar means such that the products are protected against damage that may occur during transportation.
- B. All parts shall be packaged separately or in container where parts of similar systems are grouped.
- C. Part numbers shall be indicated on the individual part. Use indelible ink to mark part numbers.
- D. All equipment shipments shall be included with a parts list showing a description (name) of the part and the manufacturer's part number.
 - The parts list shall be shipped in a plastic zippered envelope with the words "Parts List" lettered on it in indelible ink.
 - 2. The parts list shall be placed inside the shipping container so that it is on the top of the contents.
- E. Equipment shall be shipped with storage, handling and installation instructions.

- The Engineer reserves the right to withhold payment for equipment delivered to the site until such time as the storage, handling and installation instructions are supplied by the manufacturer.
- 2. In the case where operation and maintenance manuals have been provided by the manufacturer, which includes the installation instructions, then the installation instructions shall also be included with the equipment shipment.
- F. Delicate instruments and devices, reagents, chemicals, and glassware shall be shipped in packaging normally provided by the manufacturer.
- G. The Contractor shall require the manufacturer to be responsible for the proper packing of all products.

1.04 SHIPPING AND DELIVERY

- A. Product deliveries shall be accompanied with a bill of lading indicating the place of origination and the Contractor's purchase order number.
- B. Inspect shipments immediately upon delivery, to assure compliance with requirements of the Contract Documents and those products are undamaged.
- C. Promptly remove damaged material and unsuitable items from the job site.
- D. Provide equipment and personnel to handle products by methods to prevent soiling; disfigurement or damage.

1.05 STORAGE

- A. Store sensitive products and all spare parts in weather tight, climate controlled enclosures in an environment favorable to product.
- B. Store and protect products in accordance with the manufacturer's instructions.
- C. All other products that are to be installed underground or products such as pipe, valves, and fittings shall be stored outdoors but shall be blocked off the ground and covered with impervious sheet coverings.
- D. Store fabricated products above the ground on blocking or skids.
- E. Store loose granular materials in well-drained areas on solid surfaces to prevent mixing with foreign matter.
- F. Provide adequate ventilation to avoid condensation.
- G. In accordance with manufacturer's instructions protect bearings, couplings, shafts, rotating components, and assemblies. Protection of said equipment shall be continuous until the time the equipment is placed into permanent service.
- H. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored products to assure that products are maintained under specified conditions, and free from damage or deterioration.
- I. Do not store volatile liquids in any building on site.
- J. Storage of products shall be the responsibility of the supplying contractor. The installing contractor shall take all necessary precautions to protect the equipment being furnished by others.

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K. Store with seals and labels intact and legible.

1.06 EQUIPMENT INSTALLED BY OTHERS

- A. All products, except products noted on the Drawings or specified, shall be furnished and installed under this Contract.
 - Only noted or specified products shall be furnished under this Contract for installation by others.
 - 2. If it is not noted on the Drawings or specified, then the product shall be furnished and installed under the Contract.
- B. The Contractor shall furnish these products to the Owner. These products shall be stored as specified above.
- C. The Owner will then advise the installing contractor that the product(s) are ready for installation.
 - 1. In the case where the product is stored in a proper enclosure, but not stored inside the building to be constructed under this project, then the installing contractor shall move the product into the building to a location adjacent to the final location shown on the Drawings.
 - In all cases, the installing contractor shall be responsible for moving from storage, uncrating, anchoring, mounting and installing the product as required by the Contract Documents.
- D. The Contractor and installing contractor(s) shall be present at the time the equipment is turned over to the Owner. Immediately thereafter, the Owner will turn the product over to the installing contractor for installation.
- E. The Owner, Contractor, Architect/Engineer and the installing contractor shall inspect the condition of the product at this time.
 - 1. Any defects in the product will be noted and the Contractor will be advised to make all repairs immediately.
 - 2. The installing contractor shall still be required to install the product if the damage is deemed cosmetic by the Architect/Engineer.
 - 3. The manufacturer's installation instructions or wiring diagram shall be turned over to the installing contractor at this time by the Contractor.
 - 4. Any damage occurring to the product during moving, setting and mounting the unit(s) shall be the responsibility of the installing contractor.
 - 5. The Contractor is advised to take photographs to document the condition prior to it being turned over to the installing contractor.
 - 6. The installing contractor is advised to take photographs to document the condition prior to its acceptance.
- F. The supplied unit(s) remain the property of the Contractor until final acceptance of the work.
- G. Any damage caused to the unit(s) due to improper installation, workmanship, and non-compliance with the manufacturer's written installation instructions shall be the responsibility of the contractor who caused said damage. The burden of proof shall rest with the supplying Contractor.
- H. In the event the Contractor discovers misuse, abuse or improper installation of the unit(s) by the installing contractor, then he shall immediately notify the Architect/Engineer in writing. The Architect/Engineer will investigate the accusations and make a determination. The Architect/Engineer's determination shall be binding and agreed to by both parties.
- I. If the Architect/Engineer's determination substantiates the accusations of the Contractor, then the Contractor shall install the unit(s), the costs for which will be paid for as extra work. All

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costs associated with the extra work change order, including engineering and attorney fees of the Owner and Contractor will be deducted from money due the installing contractor.

1.07 PROTECTION OF WORK

- A. The Contractor shall protect the installed work. All costs for protection shall be borne by the Contractor. Provide coverings as necessary to protect installed products from damage, from traffic and subsequent construction operations. Remove when no longer needed.
- B. Cover and protect equipment from dust, moisture or physical damage. Protect finished floor surfaces prior to allowing equipment or materials to be moved over such surfaces. Maintain finished surfaces clean, unmarred and suitably protected until accepted by the Owner.
- C. Additional time required to secure replacements and to make repairs will not be considered by the Architect/Engineer to justify any extension in the Contract Time of Completion. In the event of the damage, promptly make replacement and repairs to the approval of the Engineer at no additional costs.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

1.01 SUMMARY

- A. This Section This Section includes administrative and procedural requirements for cutting and patching.
- B. Definition: "Cutting and patching" includes cutting into existing construction to provide for the installation or performance of other work and subsequent fitting and patching required to restore surfaces to their original condition, and does not apply to new construction procedures, except when new construction is already completed and must be cut and patched due to incorrect seguencing of work and/or improper coordination.
- C. Provisions of this Section apply to the construction activities of each prime Contractor. Contractors are reminded that they will need to hire tradesman skilled in the patching finishes that are impacted by their activities. (e.g. plumber will need to have a mason patch back existing walls opened for new roughing, Heating Contractor will hire carpenter for existing ceiling replacements after new air handler installed, etc.)
- D. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 1 Section 013100 PROJECT MANAGEMENT AND COORDINATION for procedures for coordinating cutting and patching with other construction activities.
 - 2. Refer to other Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.
 - a. Requirements of this Section apply to all trades. Refer to specification sections for other requirements and limitations applicable to cutting and patching mechanical and electrical installations.

1.02 RESPONSIBILITIES

- A. General: Each Prime Contractor is responsible to perform cutting and patching for their portion of the Work. Patching work shall restore all surfaces to their original condition.
- B. Cutting and patching of completed new construction required due to out of sequence construction and/or improper coordination is the responsibility of the prime Contractor responsible for the out of sequence construction or improper coordination. Cutting and patching of new construction for these purposes shall be accomplished by the General Construction Contractor and shall be paid for by the prime Contractor responsible. The Owner's Construction Representative shall be the sole judge of the responsibility for such cutting and patching, and shall prepare change orders to delete monies from the responsible prime Contract and credit those monies to the General Construction Contractor.
 - Each Contractor shall cooperate with the Owner's Construction Representative to accomplish cutting and patching with minimal disruption to the construction and at reasonable cost.

1.03 SUBMITTALS

- A. Cutting and Patching Plan: If the Owner requires approval of cutting and patching procedures before proceeding, submit a plan describing cutting and patching procedures well in advance of the time cutting and patching will be performed and request approval to proceed. Include the following information, as applicable, in the submittal:
 - 1. Describe the extent of cutting and patching required. Show how it will be performed and indicate why it cannot be avoided.
 - 2. Describe anticipated results in terms of changes to existing construction. Include changes to structural elements and operating components as well as changes in the building's appearance and other significant visual elements.

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- 3. List products to be used and firms or entities that will perform the work.
- 4. Indicate dates when cutting and patching will be performed.
- 5. Utilities: List utilities that cutting and patching procedures will disturb or affect. List utilities that will be relocated, including their new locations, and those that will be required to be placed temporarily out-of-service. Indicate how long service will be disrupted and when service will be restored..
- Where cutting and patching involves adding reinforcement to structural elements, submit
 details and engineering calculations showing integration of additional reinforcement with
 the original structure.
 - Approval by the Architect to proceed with cutting and patching does not waive the Architect's right to later require complete removal and replacement of unsatisfactory work
 - b. Submit a detailed plan, including an area-specific drawing, indicating how dust mitigation and noise control will be handled to prevent disruption/dusting of adjacent areas. Identify routes of waste removal and dumpster locations, material handling from staging area, placement of protections, controls, etc.

1.04 QUALITY ASSURANCE

- A. Requirements for Structural Work: Do not cut and patch structural elements in a manner that would change their load-carrying capacity or load-deflection ratio.
 - 1. Obtain approval of the cutting and patching proposal before cutting and patching the following structural elements:
 - a. Bearing and retaining walls.
 - b. Structural concrete.
 - c. Structural steel.
 - d. Lintels.
 - e. Structural decking.
 - f. Miscellaneous structural metals.
 - g. Exterior curtain-wall construction.
 - h. Equipment supports.
 - i. Piping, ductwork, vessels, and equipment
- B. Operational Limitations: Do not cut and patch operating elements or related components in a manner that would result in reducing their capacity to perform as intended. Do not cut and patch operating elements or related components in a manner that would result in increased maintenance or decreased operational life or safety.
 - 1. Obtain approval of the cutting and patching proposal before cutting and patching the following operating elements or safety related systems:
 - a. Primary operational systems and equipment.
 - b. Air or smoke barriers.
 - c. Water, moisture, or vapor barriers.
 - d. Membranes and flashings.
 - e. Fire protection systems.
 - f. Noise and vibration control elements and systems.
 - g. Control systems.
 - h. Communication systems.
 - i. Conveying systems.
 - j. Electrical wiring systems.
- C. Visual Requirements: Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in the Architect's opinion, reduce the building's aesthetic qualities. Do not cut and patch construction in a manner that would result in visual evidence of cutting and patching. Remove and replace construction cut and patched in a visually unsatisfactory manner.

1.05 WARRANTY

- A. Existing Warranties: Replace, patch, and repair material and surfaces cut or damaged by methods and with materials in such a manner so as not to void any existing or required warranties.
- B. Utilize manufacturer certified installers for work on any existing roof area, which are impacted, to ensure that the owners current warranty is maintained in full force.

PART 2 - PRODUCTS

2.01 MATERIALS, GENERAL

A. Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible. If identical materials are not available or cannot be used, use materials whose installed performance will be equal to or surpass that of the existing materials.

PART 3 - EXECUTION

3.01 INSPECTION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed before cutting. If unsafe or unsatisfactory conditions are encountered, take corrective action before proceeding.
 - 1. Before proceeding, meet at the Project Site with parties involved in cutting and patching, including but not limited to; Owner's Construction Representative, mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

3.02 PREPARATION

- A. Temporary Support: Provide temporary support of work to be cut, including shoring, lumber, plywood, etc.
- B. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of the Project that might be exposed during cutting and patching operations.
- Avoid interference with the use of adjoining areas or interruption of free passage to adjoining areas.
- D. Avoid cutting existing pipe, conduit, or ductwork serving the building but scheduled to be removed or relocated until provisions have been made to bypass them.

3.03 PERFORMANCE

- A. General: Employ skilled workmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.
 - Cut existing construction to provide for installation of other components or performance of other construction activities and the subsequent fitting and patching required to restore surfaces to their original condition.

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- B. Cutting: Cut existing construction using methods least likely to damage elements retained or adjoining construction. Where possible, review proposed procedures with the original Installer; comply with the original Installer's recommendations.
 - 1. In general, where cutting, use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Cut through concrete and masonry using a cutting machine, such as a Carborundum saw or a diamond-core drill.
 - 4. Comply with requirements of applicable Division 2 Sections where cutting and patching requires excavating and backfilling.
 - 5. Where services are required to be removed, relocated, or abandoned, by-pass utility services, such as pipe or conduit, before cutting. Cut-off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal the remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after by-passing and cutting.
- C. Patching: Patch with durable seams that are as invisible as possible or to match existing where exposed for aesthetic appearance. Comply with specified tolerances. Patching will be done utilizing tradesmen skilled for the surface to be patched. (e.g. mason for brickwork, ceramic tile installer for ceramic tile, etc.)
 - 1. Where feasible, inspect and test patched areas to demonstrate integrity of the installation.
 - 2. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing. If patched area does not match the adjacent surface, the contractor will refinish the entire wall to achieve a uniform surface.
 - Where removal of walls or partitions extends one finished area into another, patch and repair floor, ceiling and wall surfaces in the new space. Provide an aligned, flush surface of uniform color and appearance. Provide grinding, leveling and/or self-leveling of surfaces since adjacent room surfaces may vary in elevation. Remove existing floor and wall coverings and ceiling materials and replace with new materials, if necessary, to achieve uniform color and appearance.
 - a. Where patching occurs in a smooth painted surface, extend final paint coat over entire unbroken surface containing the patch after the area has received primer and second coat.
 - 4. Patch, repair, or re-hang existing ceilings as necessary to provide an even-plane surface of uniform appearance.

3.04 CLEANING

A. Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar items. Thoroughly clean piping, conduit, and similar features before applying primer and paint or other finishing materials. Restore damaged pipe covering to its original condition

END OF SECTION

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1.01 SECTION INCLUDES

- A. Cleaning during the progress of the work.
- B. Maintain all premises and public properties/roadways free from accumulations of waste, debris, dirt, mud and rubbish caused by operations on a daily basis.
- At completion of work, remove waste materials, rubbish tools, equipment, machinery and surplus materials, and clean all exposed surfaces; leave project clean, dust free and ready for occupancy,
- Remove all overspray caused by construction operations from adjacent construction, surfaces and vehicles.
- E. Cleaning prior to final payment

1.02 SCHEDULING

A. Sequence, schedule, and coordinate final cleaning work with the final cleaning work to be performed by other prime contractors.

1.03 SAFETY REQUIREMENTS

- A. Standards: Maintain project in accord with OSHA and other applicable safety and insurance standards.
- B. Hazard Control / Cleaning Products:
 - 1. Store volatile organic containing / flammable waste in covered metal containers and remove from premises daily.
 - 2. Provide adequate ventilation during use of VOC containing or noxious substances.
- C. Conduct cleaning and disposal operations to comply with local ordinances, OTC regulations and local anti-pollution laws and ordinances.
- D. Dispose of all waste legally, off-site.
- E. Do not dispose of VOC / flammable waste such as mineral spirits, oil, or paint thinners into storm or sanitary drains.
- F. Do not burn or bury rubbish and waste materials on project site.
- G. Do not dispose of any waste into surface waters such as ponds, lakes, streams or waterways

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Cleaning materials shall be appropriate to the surface and materials being cleaned.
- B. Materials: Use only cleaning materials recommended by manufacturer of surface to be cleaned
- C. Provide pads to protect finished surfaces from cleaning materials.

PART 3 - EXECUTION

3.01 PREPARATION

A. Post signs to advise building occupants if wet and/or slippery floor conditions exist during cleaning operations.

3.02 PROGRESS CLEANING

- A. Keep all buildings, enclosures, and confined areas where work is being performed under the Contract free from unattended combustible materials.
- B. Remove rust spots as they develop.
- C. Execute daily cleaning to ensure that building, grounds, and public properties and roadways are maintained free from accumulations of waste materials, rubbish, dirt, mud and dust.
- D. Wet down dry materials and rubbish to lay dust and prevent blowing dust.
- E. Each day, each contractor shall adhere to the following:
 - 1. Areas of intense activity, such as cutting and sawing must be swept clean and reorganized at the end of each day. Utilize dust control methods such as plastic containment enclosures and/or wetting of surfaces.
 - 2. Areas of moderate activity, such as installation of plumbing, ductwork, electrical work, must be returned to operating / safe order at the end of each day.
 - 3. Debris below scaffolds including areas of shoring and re-shoring, must be kept sufficiently cleared and consolidated to keep walkways free of tripping hazards at all times. These work areas must also be swept clean immediately after removal of scaffolds, shoring, etc.
 - 4. All swept up debris, waste materials, and packing must be removed and placed in a dumpster by the end of the workday.
 - 5. All stored material must be protected and kept in good order.
 - 6. As portions of the work are completed, all used and excess materials shall be removed promptly.
 - 7. Daily Clean-up and good housekeeping is the responsibility of each contractor individually and will be monitored by the Owner's Construction Representative. If any contractor fails to perform cleaning when directed or does not properly clean within 4 hours of being notified by Owner's Construction Representative, the Owner will hire others and charge the responsible contractor accordingly.
 - 8. Contractors shall promptly comply with requests to organize scattered materials.
 - 9. Daily sweep and weekly damp mop of all work areas.
- F. Each Contractor is responsible for furnishing dumpsters or other such containers as required for collection, storage and legal disposal of all debris and rubbish resultant from their individual construction operations (both demolition and daily construction debris). The Owner's Construction Representative shall direct contractors to locate, maintain and move such containers as necessary and legally dispose of waste as containers are filled. Each contractor shall separate and recycle waste as required by authorities, contract requirements and local regulations / ordinances.
- G. The General Construction Contractor shall vacuum clean areas when ready to receive finish painting, and continue vacuum cleaning, on an as needed basis, until the building(s) is (are) ready for Substantial Completion.
- H. Handle materials in a controlled manner to reduce handling to the extent possible. Do not drop or throw materials from heights.

I. Schedule cleaning operations so that dust and other containment resulting from cleaning process will not fall on wet, newly painted surfaces.

3.03 FINAL CLEANING

- A. Remove dust, dirt, grease, stains, paint drips and runs, plastic, labels, tape, glue, rope, and other foreign materials from visible interior and exterior surfaces.
- B. Do not move dust from spot to spot. Remove directly from the surface on which it lies by the most effective mean such as appropriately treated dusting cloths or vacuum tools. When doing high cleaning, do not allow dust to fall from high areas onto furniture and equipment below.
- C. Dismantle and remove all temporary structures, scaffolding, fencing, and equipment. Remove waste materials, rubbish, lumber, block, tools, machinery, and surplus materials.
- D. Perform the following prior to final payment:
 - Broom clean all exterior concrete surfaces and vacuum clean all interior concrete surfaces.
 - 2. Dust and spot clean painted and vinyl covered walls.
 - Clean and polish all unpainted metal on doors such as trim, hardware, kickplates and doorknobs.
 - 4. Vacuum clean carpets and mats.
 - 5. Vacuum clean acoustic ceilings.
 - 6. Repair, patch, and touch-up marred surfaces to specified finish and to match adjacent surfaces.
 - 7. Remove foreign material from exterior masonry.
 - 8. Replace all broken and scratched glass and mirrors.
 - 9. Replace all damaged insect screens.
 - 10. Wash and clean interior and exterior window surfaces. All glass shall be clean and free of dirt, grime, streaks and excessive moisture. Wipe drippings and other marks from windowsills, sashes and woodwork. Do not use windowsills in lieu of ladders.
 - 11. Polish bright metal by damp wiping and drying with a suitable cloth. If a polished appearance is not thereby produced, apply appropriate metal polish.
 - 12. Clean and polish all stainless steel surfaces, including control panels supplied under this Contract.
 - 13. Clean furniture and equipment in accordance with manufacturers instructions.
 - 14. Clean all paved roads, lots and drives which were paved as work under this Contract and all existing paved surfaces using a mechanical street cleaner.
 - 15. Repair or repaint damaged pavement markings.
 - 16. Vacuum and clean with a damp cloth light fixtures, including glass and plastic lenses, ceiling and wall mounted lights, cover panels, side panels, louvers, fixture frames and lamps.
 - 17. Clean supply vents and exhaust grilles. Clean gutters and downspouts.
 - 18. Remove all rust spots and stains from new and pre-existing concrete, painted surfaces, and all other surfaces.
 - 19. Clean and polish all new toilet facilities constructed under this project.
 - 20. Clean and disinfect all pre-existing toilet facilities that were entered upon and used by the Contractor during the project.
 - 21. Replace damaged existing toilet fixtures, such as sinks, toilet bowls, urinals, and mirrors, with in-kind units if so directed by the Architect/Engineer.
 - 22. Wash all existing floors that were in any way impacted by the construction operations.
 - Rake clean landscaped surfaces. Final mow all areas grassed and sodded during the work.

- 24. Inspect interior and exterior surfaces, and all work areas, to verify that the entire work is clean and ready for use by the Owner. The project will not be considered substantially complete until all final cleaning has been performed.
- 25. Polish all new handrail installed as work of this contract with a commercially available aluminum cleaner recommended by the railing manufacturer.
- 26. Clean dirt that has accumulated between grating and grating angles/supports.
- 27. Vacuum the inside of all control panels provided under this Contract after the panel has been wired.
- 28. Fill in all holes in concrete that remain after temporary handrail is removed. Non-shrink grout shall be used.
- 29. Elevators: Clean all interior surfaces of the car including hoistway doors and services of the corridors on the side of the elevator. Polish all bright metal surfaces. Clean and spray buff resilient tiles. Dust and damp wipe elevator cab doors, walls and bright work.
- 30. Magnet sweep all exterior lawn and walkway areas to ensure that stray nails / screws, etc. remain in lawn areas nor on walkways.

3.04 RUBBISH REMOVAL

A. A. Contractors shall comply with all Local, State and Federal Laws, Codes and Requirements regarding recycling and trash or rubbish removal.

1.01 SECTION INCLUDES

- A. Work of this Section includes the following:
 - 1. Starting systems
 - 2. Testing, adjusting, and balancing
 - 3. Updating of manufacturer's operations and maintenance manuals and wiring diagrams
- B. Work of this Section also includes stipulated man-hours that shall be provided by the **Prime Electrical Construction Contractor** for startup participation of equipment and systems.

1.02 STARTING SYSTEMS

- A. The Contractor shall coordinate, schedule, and sequence the start-up of various equipment and systems.
- B. Where the start-up of a system or piece of equipment is dependent upon the start-up of other system(s) or equipment, then the Contractor shall schedule and sequence the start-ups to coincide.
- C. Notify the Architect/Engineer at least 14 calendar days prior to the start-up of each item or system so that he can schedule the startup with the Owner, utilities, and other Prime Contractors.
- D. Where applicable, verify that each piece of equipment or system has been checked for proper:
 - 1. lubrication.
 - 2. drive rotation.
 - 3. belt tension.
 - 4. motor starter heater size,
 - 5. fuse size,
 - 6. water pressures,
 - 7. terminal connections.
 - 8. control sequence.
 - 9. for conditions which may cause damage or delay the start-up procedure.
- E. Verify that the equipment has been installed in accordance with the manufacturer's requirements.
- F. Complete all pre-startup checklists that may be required by the system vendor.
 - In the event that start-up activities are delayed as a result of the Contractor's failure to
 properly check the completed installation and a manufacturer's representative is on the job
 site waiting for corrections to be made, then the Architect/Engineer may, at his/her sole
 discretion, postpone start-up until such time as the corrections have been made without
 any extra costs.
 - 2. The Owner may deduct from money due the Contractor the excess cost of engineering associated with having the Architect/Engineer present during the start-up.
 - 3. The deduction shall be equal to the Architect/Engineer's effective billing rate times the total number of hours delayed during the start-up activities.
- G. Verify that tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- H. Verify that wiring and support components for equipment are complete and tested.

- I. Execute start-up under supervision of applicable Contractor's personnel in accordance with manufacturer's instructions.
- J. The Contractor shall have the job site superintendent present during all start-up activities.
- K. Provide manufacturer's authorized technician at the site when specified and in accordance with the requirements contained in Section 014500 Quality Control.
- L. Submit manufacturer's start-up reports (MSR's) in accordance with Section 013300.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

1.01 SUBMITTALS

- A. Submit the following documents to the Architect/Engineer before Substantial Completion:
 - Project Record Documents as specified in Section 017839 PROJECT RECORD DOCUMENTS.
 - 2. Operations and Maintenance Manuals prepared in accordance with Section 017823 OPERATING AND MAINTENANCE DATA and be updated as a result of start-up activities.
 - 3. Manufacturer's Start-up Reports (MSR's) for all equipment and systems where manufacturer field time is specified.
 - a. Each MSR shall be signed by the field technician(s) who attended the start-up.
 - b. If the manufacturer is taking exception to the installation or if the warranty is voided, he shall provide a statement to that effect and provide reasons and justification to explain the company's position.
 - 4. One binder containing original counterparts of all warranties, guarantees, bonds, or affidavits as specified in the Technical Specification Sections. These documents shall contain the original signatures and be placed in a plastic sheet protector, one document per protector.
 - 5. Spare parts checklist itemizing all spare parts furnished under the Contract summarized by Section
 - 6. Electrical Underwriter's Certificate where the prime construction contract includes electrical construction or where this Contract is for a Prime Electrical Construction Contract.
- B. Submit the following items to the Architect/Engineer with the final application for payment:
 - 1. Final Application for Payment and continuation (G702 and G703)
 - 2. Contractor's Certified Payrolls
 - 3. OSHA cards for all workers
 - 4. Contractor's Affidavit of Payment of Debts and Claims (G706)
 - 5. Contractor's Affidavit of Release of Liens (G706A)
 - 6. Final list of Subcontractors (G705)
 - 7. Subcontractor's Affidavit of Payment of Debts and Claims (G706) (for each subcontractor used)
 - 8. Subcontractor's Affidavit of Release of Liens (G706A) (for each subcontractor used)
 - 9. Consent of Surety to Final Payment (G707)
 - 10. 2 year Maintenance Bond 100% of contract including change orders
 - 11. Contractors letter guaranteeing workmanship 2 years
 - 12. Product data, Maintenance manuals and Warranty Information
 - 13. As Built Documentation
 - 14. Attic Stock / Spare Parts (provide proof of delivery transmittal signed by owner)
 - 15. Training and Demonstrations (provide sign-in from training session)
 - 16. Asbestos Affidavit and waste manifests
- C. All documents shall be complete, signed, dated, and notarized (where applicable) and be subject to the Architect/Engineer's acknowledgment of receipt or approval.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

1.01 SECTION INCLUDES

- A. This Section specifies the requirements for Operations and Maintenance Manuals required to be prepared by system suppliers and equipment manufacturers.
- B. The Contractor shall submit Operations and Maintenance Manuals for all equipment.
- C. Where the technical specifications call for the submission of manuals, said manuals shall be prepared in accordance with the requirements contained herein. It being understood that manuals shall be submitted for all equipment even if it is not specifically called out in the specifications.

1.02 MANUAL CONTENTS AND FORMAT

- A. All Operations and Maintenance Manuals shall be as specified hereinafter.
- B. The binder shall be 8 1/2" x 11", metal hinge, vinyl, large capacity by National or Equal. It shall show the name of the manufacturer or supplier and project name on the spine of the binder.
- C. A cover shall be provided showing the names of the Owner, Architect/Engineer, Contractor, and Manufacturer.
 - 1. It shall show the Contractor's order number and manufacturer's project number.
 - 2. The address of the manufacturer, service station telephone number, project title, contract number, and year shall also be shown.
- D. Provide tabbed color dividers for each separate product and system.
 - 1. The name of the product shall be typed on the tab.
 - 2. A separate tab shall also be provided for information such as troubleshooting instructions, spare parts list, etc.
- E. An index shall be provided in the back of the binder, with a separate tab, providing a quick way for the operator to find key and important topics contained in the manual.
- F. A separate listing for all charts, graphs, tables, figures and shop drawings shall be provided directly following the table of contents.
- G. Each manual shall contain one (1) copy of all shop drawings deemed in compliance with the Contract Documents by the Architect/Engineer submitted for the equipment or system for which the manual is prepared.
 - 1. Only these shop drawings shall be included in the manual.
 - 2. All shop drawings larger than 8 1/2" x 11" shall be folded and placed in a heavy duty, top loading plastic sheet protector with the title of the drawing showing; one (1) drawing per protector page.
- H. For systems being furnished with control panels, each manual shall contain a catalog cut for every electrical device installed inside the control panel or motor control center.
- I. Where emergency generator(s) are included as work of this Contract, the manufacturer's standard manual will be allowed if the manual clearly shows the instructions for the particular model of generator. Cross out chapters and paragraphs that do not apply to the Owner's generator.
- J. Each manual shall contain the following as a minimum:
 - Table of contents

- 2. Final version of the warranty statement approved by the Architect/Engineer
- 3. Nameplate data of each component, year of installation, contract number and specification number
- 4. Name, address and telephone number of the manufacturer and the manufacturer's local representative(s)
- 5. Installation instructions
- 6. Operation instructions including adjustments, the interrelation of components and the control sequence describing break-in, start-up, operation and shutdown
- 7. Emergency operating instructions and capabilities
- 8. Maintenance requirements include routine procedures and guide for preventative maintenance and troubleshooting; disassembly, repair and reassembly instructions; and alignment, adjusting, balancing, and checking instructions
- 9. Troubleshooting guide and corrective maintenance (repair) procedures for all electrical and mechanical equipment. These guides shall list the most frequent and common problems, together with the symptoms, possible causes of the trouble, and remedies
- 10. Drawings (pictures or exploded views) which clearly depict and identify each part, suitable for assembly and disassembly of entire system and each component
- 11. Wiring and control diagrams, if applicable
- 12. Panelboard circuit directories including electrical service characteristics, if applicable
- 13. Part list with current prices; ordering information; and recommended quantities of spare parts to be maintained in storage
- 14. Charts of valve tag numbers, with location and function of each valve, keyed to the process and instrumentation diagram prepared as part of the Contract Documents
- 15. Name, address, and telephone number of nearest parts supply house and nearest authorized repair service center.
- 16. List of recommended spare parts and the recommended number of each per unit and per group of units.
- K. All electronic Operations and Maintenance Manuals shall be as specified hereinafter.
 - 1. All files shall be in Adobe PDF format and submitted on compact discs.
 - 2. Files shall be organized by specification section and then by product.
 - 3. An electronic index and list of all charts, graphs, tables, figures, and shop drawings shall be included.
 - 4. All information provided in the paper Operations and Maintenance Manual shall be included in the electronic version.
- L. Submit two (2) copies of a preliminary draft manual at least fourteen (14) calendar days prior to the date set for start-up.
 - The Architect/Engineer will review the manual for content and compliance with these specifications.
 - 2. Written comments will be provided, but the manual will not be returned.
 - 3. One (1) manual will be used at start-up, to record changes that should be made to the final manual.
 - 4. This copy of the manual will be retained on the site until such time as the final, updated manual is provided.
- M. Two (2) weeks after the date the unit was placed into service and the Owner has gained beneficial use, submit five (5) copies of the final updated Operations and Maintenance Manual. Refer to Section 017500 - STARTING AND ADJUSTING for requirements related to updating the manual(s).
- N. Where installation instructions are not included with the manual, they shall be shipped at least ten (10) days prior to the date the equipment is scheduled for installation.

1.03 RETAINAGE

A. The Architect/Engineer will retain from payment due the Contractor, for failure to submit manuals as specified, an amount equal to 2% of the scheduled value for the equipment or system for which the manual applies. This Contract requirement only applies when a manual is specified to be provided in the Technical Specifications for a particular system or piece of equipment.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

1.01 SECTION INCLUDES

- A. This Section includes:
 - Maintenance of documents
 - 2. Recording of record information
 - 3. Submission of record documents

1.02 PLANS AND SPECIFICATIONS FURNISHED TO THE CONTRACTOR

A. Two (2) complete sets of Contract Documents (plans, specifications and addenda) will be furnished to the Contractor.

1.03 MAINTENANCE OF DOCUMENTS

- A. The Contractor shall maintain at the site one (1) set of the following: drawings, specifications, addenda, change orders, approved shop drawings, test reports, operation and maintenance manuals, and shop drawing log.
- B. The Contractor shall make these documents available for use by the Owner, Architect/Engineer, regulatory agencies and other parties designated by the Owner.
- C. Maintain these documents in a clean, dry, legible condition throughout the entire contract period.

1.04 RECORDING OF RECORD INFORMATION

- A. Affix a stamp to each Contract Drawing and Shop Drawing reading as follows: "RECORD DOCUMENT" "NAME OF PROJECT" "CONTRACTOR NAME" in 2-inch high printed letters. The stamp shall be specifically prepared for this project.
- B. Keep the record documents current as the work progresses. Record information concurrent with construction progress.
- C. <u>Shop Drawings</u>: Maintain as record documents. Legibly mark-up to show changes made due to field conditions encountered during construction.

1.05 PROJECT RECORD DOCUMENTS

A. Maintain a complete and accurate log of control and survey work as it progresses.

1.06 SUBMITTAL OF RECORD DOCUMENTS

- A. At Substantial Completion, the Contractor shall deliver one (1) preliminary record set of as-built documents to the Architect/Engineer with all changes conspicuously ballooned or otherwise emphasized.
- B. The work will not be considered substantially complete until such time as the preliminary record documents are delivered and acceptable to the Architect/Engineer. Mark this set "Preliminary Record Drawings".
- C. Prior to Final Completion, the Contractor shall conform the preliminary record drawings to the comments made by the Architect/Engineer. The Contractor shall provide one (1) set of full-scale paper as-built drawings and one (1) electronic copy in portable document format (PDF).

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- D. As-built drawings shall be the same size as the Contract Drawings, with 1/2-inch margins space on three sides and a 2-inch margin on the left side for binding.
- E. Each drawing shall bear in the title box the words "FINAL RECORD DRAWINGS" and the name of the Contractor in heavy black lettering 1/2 inch high and be certified as complete and accurate.
- F. As a convenience, Architect/Engineer will make available to the Contractor electronic media of the Contract Drawings for the sole purpose of the Contractor preparing as-built drawings.
- G. Electronic media made available is without guarantee of compatibility with the Contractor's software or hardware.
 - 1. If the Contractor wishes to take advantage of this offer, the Contractor will be required to execute an indemnification and hold harmless agreement with the Architect/Engineer.

1.07 RELATED DOCUMENTS

A. Provide certificate of release of liens if requested by the Architect/Engineer.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

1.01 SECTION INCLUDES

A. The Section includes the requirements for delivering spare parts specified to be furnished under the provisions of the Contract Documents.

1.02 QUALITY ASSURANCE

A. Spare parts shall be delivered as complete assemblies direct from the manufacturer such that the part is fully functional and ready to be installed.

1.03 DELIVERY, STORAGE AND HANDLING OF SPARE PARTS

- A. Comply with the requirements of Section 016500 for packing, delivery, storage and handling requirements for all parts delivered to the site of the work.
- B. All spare parts required to be furnished under a Section of the Specifications shall be packaged in one separate box, crate or container with the words "SPARE PARTS" lettered on all sides of the container.
- C. The equipment name or system name for which the spare parts are being provided shall also be lettered on the container.
- D. A separate packing list for the spare parts shall be included in the container.
- E. The Contractor shall store all spare parts indoors immediately upon delivery of the spare parts to the site. Spare parts will not be accepted by the Owner/Architect/Engineer if the spare parts have been stored outdoors for more than 8 hours upon delivery to the site.
- F. The storage location shall be secure.

1.04 TURN OVER OF SPARE PARTS

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Work of this Section includes the requirements for demonstrating and training of installed systems, equipment, and products.
- B. Manufacturer field services and the credit for unused service time is also included herein.

1.02 MANUFACTURER'S FIELD SERVICES

- A. When specified in individual specification sections require field services to be provided, said services shall be provided by qualified, authorized and factory trained representative(s) of the manufacturer (supplier).
- B. Field services shall generally consist of:
 - 1. installation supervision,
 - 2. verify terms of the manufacturer's warranty,
 - 3. equipment and system calibration,
 - 4. startup supervision,
 - 5. and operation and maintenance instructions to the Owner's employees.
- C. Such services do not include service time to correct a factory fault, correct problems resulting from a factory wiring or control logic error, or errors caused by poor or improper installation by the Contractor.
- D. The time specified to be provided under the specification sections shall be exclusive of travel time to and from the facility or site. For the purposes of this Contract, one (1) day shall be defined as eight (8) hours exclusive of breaks or mealtime.
- E. The times specified to be provided by the manufacturer does not relieve the manufacturer from providing sufficient service time to place the equipment or systems into satisfactory operation and to obtain the specified performance. The manufacturer shall provide, as a minimum, the times specified in the Specification Sections.

1.03 SUBMITTALS

- A. The Contractor shall prepare a list of all manufacturer specified field time required by the technical specifications. Compile this summary listing and submit it to the Engineer for review in accordance with the requirements contained in Section 013300 SUBMITTALS.
- B. Manufacturer's Startup Reports

1.04 QUALITY CONTROL

- A. The Contractor shall adhere to all instructions provided by the manufacturer's authorized representative.
- B. All verbal instructions necessary to satisfy performance of the equipment or the system shall be immediately provided by the Contractor. The manufacturer shall document all verbal orders in writing at a time suitable to the Contractor.
- C. All written instructions provided in operation, maintenance, and installation guides and manuals, provided by the manufacturer of such equipment and or system, shall be complied with by the Contractor.

- D. The Contractor shall comply with all manufacturer requirements such that written or implied warranties remain in full force during the time period so specified elsewhere in the technical specifications.
- E. Should manufacturer's instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
- F. Actions and/or non performance by the Contractor that may void manufacturer warranties shall not constitute a release of the specified warranty, and all warranty claims made by the Owner shall be paid for by the Contractor as if the manufacturer's warranty was still in effect.

1.05 SCHEDULING - FIELD SERVICES

- A. The Contractor shall arrange field service on dates acceptable to the Owner and Architect/Engineer.
- B. The service visits shall be scheduled at least 2 weeks in advance so that the Owner and Architect/Engineer can adequately staff the date.
- C. Operator training will not be allowed until such time as the Manufacturer's Operation and Maintenance Manuals have been supplied and approved by the Architect/Engineer.
 - The field service technician shall review the contents of the manual with designated employees of the Owner.
 - 2. Field services will not be deemed provided until the MSR is provided.

1.06 DEMONSTRATION AND INSTRUCTIONS

- A. Demonstrate operation and maintenance of products to Owner's personnel prior to date of Substantial Completion.
- B. Utilize manufacturer's and vendor's Operation and Maintenance Manuals as basis for instruction. Review contents of the manual with the Owner's personnel in detail to explain all aspects of operation and maintenance.
- C. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of the equipment or of the system.
- D. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.
- E. The Contractor shall arrange to have the manufacturer's Operation and Maintenance Manuals updated with information that has been added during start-up activities.
- F. The final manual shall contain the most recent information and reflect all operational and maintenance aspects of the final installed and functioning system or equipment component of the system.
- G. Any changes to control panel wiring diagrams or interconnection wiring schematics shall be made and new prints provided as an update to previously approved manuals.
- H. Manufacturer field time shall be as specified in individual Sections of the Technical Specifications.

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PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawing and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. Asbestos and Lead Surveys performed by Langan Engineering DPC dated 12/19/2023 consisting of 62 pages. This Section includes the following:
- B. Related Sections include the following:
 - 1. Section 028200 Asbestos Remediation.
 - 2. Section 028300 Lead Remediation.
 - 3. Section 02304 Handling of Lead Containing Materials.
 - 4. Section 028305 US EPA RRP Lead Prortocol.
 - 5. Section 028306 Removal and Disposal of Lead Containing Materials.
 - 6. Section 028600 Disposal of Hazardous Waste
 - 7. Section 028700 Removal and Disposal of Universal Waste and Fluorescent Lamps

PART 2 - PRODUCTS

2.01 NOT USED

PART 3 - EXECUTION

3.01 NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

A. Section Includes:

- 1. Demolition and removal of selected portions of building or structure.
- 2. Demolition and removal of selected site elements.
- 3. Salvage of existing items to be reused or recycled.

1.03 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Carefully detach from existing construction, in a manner to prevent damage, and deliver to Owner ready for reuse.
- C. Remove and Reinstall: Detach items from existing construction, prepare for reuse, and reinstall where indicated.
- D. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.04 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition shall remain the property of Owner.
 - 1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.05 PREINSTALLATION MEETINGS

- A. Predemolition Conference: Conduct conference at Project site.
 - 1. Inspect and discuss condition of construction to be selectively demolished.
 - 2. Review structural load limitations of existing structure.
 - 3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
 - 4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
 - 5. Review areas where existing construction is to remain and requires protection.
 - 6. Review procedures for turning over salvaged materials to the Owner and protected off-site storage of materials to be reused in the work of the project..

1.06 INFORMATIONAL SUBMITTALS

A. Qualification Data: For refrigerant recovery technician.

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- B. Proposed Protection Measures: Submit report, including drawings, that indicates the measures proposed for protecting the public, pedestrian access and circulation areas and property, for environmental protection, for dust control and, for noise control. Indicate proposed locations and construction of barriers.
- C. Schedule of Selective Demolition Activities: Indicate the following:
 - 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
 - 2. Interruption of utility services. Indicate how long utility services will be interrupted.
 - 3. Coordination for shutoff, capping, and continuation of utility services.
 - 4. Use of elevator and stairs.
 - 5. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.
- D. Inventory: Submit a list of items to be removed, salvaged and delivered to Owner prior to start of demolition.
- E. removed, salvaged Photographs or Video: Submit before Work begins.
- F. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.
- G. Warranties: Documentation indicated that existing warranties are still in effect after completion of selective demolition.

1.07 CLOSEOUT SUBMITTALS

- A. Inventory: Submit a list of items that have been removed and salvaged.
- B. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

1.08 QUALITY ASSURANCE

A. Refrigerant Recovery Technician Qualifications: Certified by an EPA-approved certification program.

1.09 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: Hazardous materials are present in buildings and structures to be selectively demolished. A report on the presence of hazardous materials is on file for review and use and is included in this Division of the specifications. Examine report and / or the appropriate specification section to become aware of locations where hazardous materials are present.

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- 1. Hazardous material remediation is specified elsewhere in the Contract Documents.
- Do not disturb hazardous materials or items suspected of containing hazardous materials except under procedures specified elsewhere in the Contract Documents.
- 3. Owner will provide material safety data sheets for suspected hazardous materials that are known to be present in buildings and structures to be selectively demolished because of building operations or processes performed there.
- E. Storage or sale of removed items or materials on-site is not permitted.
- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
 - 1. Maintain fire-protection facilities in service during selective demolition operations.
 - 2. Provide a Fire Watch or other method acceptable to the authority having jurisdiction should the existing fire protection facilities have to be shut down during the work.
 - Do not disable or disrupt building fire or life safety systems without five (5) days prior written notice to Architect.

1.10 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties. Notify warrantor before proceeding.
- B. Notify warrantor on completion of selective demolition, and obtain documentation verifying that existing system has been inspected and warranty remains in effect. Submit documentation at Project closeout.

PART 2 - PRODUCTS

2.01 PEFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.
- C. LEED Requirements for Building Reuse:
 - 1. Credit MR 1.1 and Credit MR 1.2: Maintain existing building structure (including structural floor and roof decking) and envelope (exterior skin and framing, excluding window assemblies and nonstructural roofing material) not indicated to be demolished; do not demolish such existing construction beyond indicated limits.
 - 2. Credit MR 1.3: Maintain existing interior nonstructural elements (interior walls, doors, floor coverings, and ceiling systems) not indicated to be demolished; do not demolish such existing construction beyond indicated limits.
 - 3. Credit MR 1.2 and Credit MR 1.3: Maintain existing nonshell, nonstructural components (walls, flooring, and ceilings) not indicated to be demolished; do not demolish such existing construction beyond indicated limits.

PART 3 - EXECUTION

3.01 EXAMINATION

 Verify that utilities have been disconnected and capped before starting selective demolition operations.

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- B. Review record documents of existing construction provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in record documents.
- C. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.
- E. Engage a professional engineer to perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective building demolition operations.
 - Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.
- F. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs.
 - Inventory and record the condition of items to be removed and salvaged. Provide photographs of conditions that might be misconstrued as damage caused by salvage operations.
 - 2. Before selective demolition or removal of existing building elements that will be reproduced or duplicated in final Work, make permanent record of measurements, materials, and construction details required to make exact reproduction.

3.02 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
 - Comply with requirements for existing services/systems interruptions specified in Section 011000 "Summary."
- B. Existing Services/Systems to be removed, relocated, or abandoned: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
 - 1. Arrange to shut off indicated utilities with utility companies. Provide 5 days notice to the Architect prior to any utility shut-downs.
 - 2. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
 - 3. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated to be removed.
 - a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap, plug or reconnect remaining piping with same or compatible piping material.
 - b. Equipment to Be Removed: Disconnect and cap services and remove equipment.
 - c. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug or reconnect remaining ducts with same or compatible ductwork material.
- C. Refrigerant: Remove refrigerant from mechanical equipment to be selectively demolished according to 40 CFR 82 and regulations of authorities having jurisdiction.

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3.03 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - Comply with requirements for access and protection specified in Section 015000
 "Temporary Facilities and Controls."
- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building. Maintain existing required widths of egress pathways throughout.
 - 2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
 - 3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
 - 4. Cover and protect furniture, furnishings, and equipment that have not been removed.
 - 5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 015000 "Temporary Facilities and Controls."
- C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
 - 1. Strengthen or add new supports when required during progress of selective demolition.

3.04 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 - Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
 - Neatly cut openings and holes plumb, square, and true to dimensions required. Use
 cutting methods least likely to damage construction to remain or adjoining construction.
 Use hand tools or small power tools designed for sawing or grinding, not hammering and
 chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to
 remain.
 - 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 - 4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.
 - 5. Maintain adequate ventilation when using cutting torches.
 - 6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
 - 7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
 - 8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 - 9. Dispose of demolished items and materials promptly.

- B. Reuse of Building Elements: Project has been designed to result in end-of-Project rates for reuse of building elements as follows. Do not demolish building elements beyond what is indicated on Drawings without Architect's approval.
 - 1. Building Structure and Shell: 75 percent.
 - 2. Nonshell Elements: 50 percent.
 - 3. Nonshell Elements: 40 percent.
- C. Removed and Salvaged Items:
 - Clean salvaged items.
 - 2. Pack or crate items after cleaning. Identify contents of containers.
 - 3. Store items in a secure area until delivery to Owner.
 - 4. Transport items to Owner's storage area designated by Owner or as indicated on Drawings.
 - 5. Protect items from damage during transport and storage.
- D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.05 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Concrete: Demolish in small sections. Using power-driven saw, cut concrete to a depth of at least 1 inch (19 mm) at junctures with construction to remain. Dislodge concrete from reinforcement at perimeter of areas being demolished, cut reinforcement, and then remove remainder of concrete. Neatly trim openings to dimensions indicated.
- B. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, then remove masonry between saw cuts.
- C. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, then break up and remove.
- D. Resilient Floor Coverings: Remove floor coverings and adhesive according to recommendations in RFCI's "Recommended Work Practices for the Removal of Resilient Floor Coverings." Do not use methods requiring solvent-based adhesive strippers.

3.06 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be recycled, reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.
 - 1. Do not allow demolished materials to accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 - Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

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3.07 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

3.08 SELECTIVE DEMOLITION SCHEDULE

- A. Remove, store, relocate, salvage and protect the following materials and equipment:
 - 1. Existing Items to Be Removed: Items indicated on contract drawings and items listed in technical specifications sections.
 - 2. Existing Items to Be Removed, relocated and/or Salvaged: Items required to be removed, relocated salvaged and/or stored to complete the work as indicated or called for in these construction documents.
- B. Existing Items to Remain: to complete and conform to the work of the project shall be as indicated on the contract drawings and items listed in the technical specification sections..

END OF SECTION

PART 1 - GENERAL

1.01 SCOPE OF WORK

A. Broad Scope: Asbestos containing materials (ACM) have been identified at the project site. Samples of various suspect materials have been collected and analyzed; additional samples may be required as existing materials are removed or revealed during the course of work. The scope of work and procedures outlined herein shall be followed by a New York State Department of Labor (NYS DOL) certified asbestos abatement contractor.

B. Related Sections:

Section 022600 - HAZARDOUS MATERIALS ASSESSMENT.

C. SCOPE OF WORK

- Removal of the following items described in the asbestos survey as positive for asbestos, in accordance with NYSDOL Industrial Code Rule (ICR) 56:
 - a. Exterior, Roof Flashing on Plumbing Vents.
 - b. Interior, Bathrooms Bathroom Tile Wall Mastic.
 - c. Refer to construction drawings.
 - d. Please see drawings H-100 and H-101 in this project related to Asbestos Abatement.
- 2. Asbestos Containing materials must be removed only by a New York State Department of Labor (NYS DOL) licensed asbestos abatement contractor (herein referred to as the "Contractor").
- 3. The Contractor shall be aware of all conditions of the Project and is responsible for field verifying quantities and locations of all ACM to be removed from the building prior to submission of any bid. Failure to do so shall not relieve the Contractor of its obligation to furnish all labor and materials necessary to perform the Work. The quantities presented in this Specification are approximate and should not be used solely as the basis for any bid. In the event that suspect materials not included in this Specification are encountered while the work is in progress, such material shall be tested for asbestos content or assumed positive for asbestos content, and removed in accordance with the procedures herein. Any discovery of new ACM shall not delay the progress of the Work. Payment for any additional work shall be considered on a case-by-case basis by the Engineer and Owner
- 4. All Work shall be performed in strict accordance with the Contract Documents and all applicable codes, rules, and regulations. Where conflicts occur between the Contract Documents and applicable codes, rules, and regulations, the more stringent shall apply.
- 5. The Contractor's industrial hygiene practices during asbestos abatement will be monitored by the Owner's representative. The Contractor shall be responsible for monitoring his own construction safety work practices for compliance with the OSHA regulations.

1.02 CODES, PERMITS AND COMPLIANCE

- A. The Contractor shall assume full responsibility and liability for compliance with all applicable Federal, State, and local laws, rules, and regulations pertaining to Work practices, protection of workers, authorized visitors to the site, persons, and property adjacent to the Work.
- B. Perform asbestos related Work in accordance with New York State Industrial Code Rule 56, 40 CFR 61, and 29 CFR 1926, as specified herein. Where more stringent requirements are specified, adhere to the more stringent requirements.
- C. State Licenses: The Contractor must maintain current licenses pursuant to New York State Department of Labor and Department of Environmental Conservation for all Work related to this Project, including the removal, handling, transport, and disposal of asbestos containing materials.

- The Contractor must have and submit proof upon request that any persons employed by the Contractor to engage in, or supervise Work on any asbestos Project have a valid NYS asbestos handling certificate pursuant to Industrial Code Rule 56.
- 2. The Contractor shall comply fully with the variances secured from regulatory agencies in the performance of the Work. The Contractor shall also be responsible for paying and complying with any additional variances. Should the Contractor choose to apply for any variance, approval from the Engineer is first required. In the event that the Contractor chooses to use more than one NYS Applicable Variance in the same Work Area simultaneously, the Contractor is responsible for complying with all conditions of each variance and any New York State Department of Labor (NYS DOL) interpretations concerning the use of these variances together.
- D. Agency Notifications: The Contractor shall prepare written notification to EPA Region 2, and to the New York State Department of Labor (NYS DOL) at least 10 days prior to commencement of Work, when applicable. The Contractor shall be responsible for use and payment of any notifications required for performance of the Work.
- E. It is the sole responsibility of the Contractor to determine what, if any patents are applicable to the Project. The Contractor shall pay all royalties and/or license fees. He/She shall defend all suits or claims for infringement of any patent rights and save the Owner, Architect, Engineer, and Construction Manager harmless from loss, including attorney's fees, on account thereof.
- F. Before commencement of Work, the Contractor shall review and adhere to the Contract Documents. Failure to adhere to the Contract Documents shall constitute a breach of the Contract and the Owner shall have the right to and may terminate the Contract provided, however, the failure of the Owner to so terminate shall not relieve the Contractor from future compliance.

1.03 APPLICABLE STANDARDS AND REGULATIONS

- A. The Contractor shall comply with the following codes and standards, except where more stringent requirements are shown or specified:
- B. Federal Regulations:
 - 1. 29 CFR 1910.1001, "Asbestos" (OSHA)
 - 2. 29 CFR 1910.1200. "Hazard Communication" (OSHA)
 - 3. 29 CFR 1910.134, "Respiratory Protection" (OSHA)
 - 4. 29 CFR 1910.145, "Specification for Accident Prevention Signs and Tags" (OSHA)
 - 5. 29 CFR 1926, "Construction Industry" (OSHA)
 - 29 CFR 1926.1101, "Asbestos, Tremolite, Anthophyllite, and Actinolite" (OSHA)
 - 7. 29 CFR 1926.2, "Variances from safety and health standards" (OSHA)
 - 8. 29 CFR 1926.500 "Guardrails, Handrails and Covers" (OSHA)
 - 9. 29 CFR 1926.1200 "Confined Spaces in Construction" (OSHA)
 - 10. 40 CFR 61, Subpart A, "General Provisions" (EPA)
 - 11. 40 CFR 61, Subpart M, "National Emission Standard for Asbestos" (EPA)
 - 12. 49 CFR 171-172, Transportation Standards (DOT)
 - 13. 40 CFR Part 763, "Asbestos Hazard Emergency Response Act" (AHERA)
- C. New York State Regulations:
 - 1. 12 NYCRR, Part 56, "Asbestos", Industrial Code Rule 56 (DOL)
 - 2. 6 NYCRR, Parts 360, 364, Disposal and Transportation (DEC)
 - 3. 10 NYCRR, Part 73, "Asbestos Safety Program Requirements" (DOH)
 - 4. New York State Department of Health (NYSDOH) Training Requirements
- D. Standards and Guidance Documents:
 - 1. American National Standard Institute (ANSI) Z88.2-80, Practices for Respiratory Protection

- ANSI Z9.2-79, Fundamentals Governing the Design and Operation of Local Exhaust Systems
- 3. EPA 560/585-024, Guidance for Controlling Asbestos Containing Materials in Buildings (Purple Book)
- 4. EPA 530-SW-85-007, Asbestos Waste Management Guidance

1.04 AUTHORITY TO STOP WORK

A. The Owner shall have the authority to stop the abatement work at any time a determination is made that conditions are not within Specification and applicable regulations. The stoppage of work shall continue until conditions have been corrected to the satisfaction of the Owner. Standby time to resolve the problems shall be at the contractor's expense.

1.05 SUBMITTALS

- A. Pre-contract Submittals. After bids are opened, the apparent low bidder shall submit the following documentation, in accordance with the project deadlines outlined in the Contract Documents. Failure to submit all required documentation truthfully or in a timely manner may be cause for rejection of the bid.
 - 1. Contractor license issued by New York State Department of Labor.
 - 2. A list of Projects performed within the past two (2) years and include the dollar value of all Projects. Provide Project references to include Owner, consultant, and air monitoring firm's name, contact persons, address, and phone number.
 - 3. A standard operating procedures manual describing Work practices and procedures, equipment, type of decontamination facilities, respiratory program, special removal techniques, etc.
 - Citations/Violations/Legal Proceedings: Submit a notarized statement describing:
 - Any citations, violations, criminal charges, or legal proceedings undertaken or issued by any law enforcement, regulatory agency, or consultant concerning performance on previous abatement contracts. Briefly describe the circumstances citing the Project and involved persons and agencies as well as the outcome of any actions.
 - b. Any litigation or arbitration proceedings arising out of performance on past Projects.
 - c. Any liquidated damages assessed within the last 2 years.
 - Preliminary Schedule: Provide an estimate of manpower to be utilized and the time required for completion of each major Work Area. Include estimated size and number of crews and work shifts.
- B. Pre-Work Submittals. The Contractor shall submit 3 copies of the documents listed below, in accordance with the project deadlines outlined in the Contract Documents:
 - 1. Progress Schedule:
 - a. Show the complete sequence of abatement activities and the sequencing of Work within each building or building section.
 - b. Show the dates for the beginning and completion of each major element of Work including substantial completion dates for each Work Area, building, or phase.
 - 2. Notifications: As required by Federal, State and local regulatory agencies together with proof of transmittal (i.e. certified mail return receipt).
 - 3. Permits: As required by State and local regulations, including arrangements for storage, transportation, and disposal of contaminated material.
 - 4. Abatement Work Plan: Provide plans which clearly indicate the following:
 - a. All Work Areas/containments numbered sequentially.
 - b. Locations and types of all decontamination enclosures.
 - c. Entrances and exits to the Work Areas/containments.
 - d. Type of abatement activity/technique for each Work Area/containment.
 - e. Number and location of negative air units and exhaust.
 - f. Proposed location and construction of storage facilities and field office.

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- g. Location of water and electrical connections to building services.
- 5. Subcontractor List: List of all subcontractors to be used on the Project (i.e. Waste Hauler).
- 6. Material Safety Data Sheets (MSDS): Copies of MSDS for each chemical or material used for the Project (encapsulant, surfactant, mastic remover, etc.).
- 7. Laboratory: Submit the NYS Department of Health ELAP certification for the laboratory that will be analyzing the OSHA personnel air samples.
- C. Project Close-out Submittal. Submit the following at the closeout of the Project:
 - 1. Copies of all waste disposal manifests, seals, and disposal logs.
 - 2. OSHA compliance air monitoring records conducted during the Work.
 - 3. Daily progress log.
 - 4. Entry and exit log.
 - 5. A list of each Worker used in the performance of the Project, including name, social security number, and New York State Department of Labor (NYS DOL) certification number.

1.06 HEALTH & SAFETY

- A. Worker Protection: The Contractor shall comply with OSHA and provide and maintain all safety measures necessary to properly protect all individuals that enter the work area.
- B. Emergency Actions: In an emergency affecting the safety of life, the work, or adjoining property, the Contractor shall immediately act in such a manner to prevent such threatened loss or injury.
- C. Fire Protection, And Emergency Egress: The Contractor shall be responsible to the security and safeguarding of all areas turned over by the Owner to the Contractor. The Contractor shall designate to his workers and other building occupants the means of egress in case of emergency.
- D. The Contractor shall establish emergency and fire exits from the work area. First aid kit, two (2) full sets of protective clothing and respirators shall be provided for use by qualified emergency personnel in the clean room of the decontamination facility.
- E. Contractor shall provide fire watch and logbook throughout the entire term of the project, to protect against fire and unauthorized entry into and around the work area. Any intrusion or incident shall be documented in the logbook. Fire watch personnel shall be present during off-hours shift such as night shift, weekends and holidays when abatement work is not in progress. Fire watch shall be a certified asbestos handler by New York State Department of Labor (NYS DOL).

1.07 PRE-CONSTRUCTION CONFERENCE

- A. Prior to start of preparatory Work under this Contract, and in accordance with the deadlines outlined in the Contract Documents, the Contractor shall attend a pre-construction conference attended by Owner, Facility Personnel, and Engineer, if requested.
- B. Agenda for this conference shall include but not necessarily be limited to:
 - Contractor's scope of Work, Work plan, and schedule to include number of Workers and shifts.
 - 2. Contractor's safety and health precautions including protective clothing and equipment and decontamination procedures.
 - 3. Owner & Engineer's duties, functions, and authority.
 - 4. Contractor's Work procedures including:
 - a. Methods of job site preparation and removal methods.
 - b. Respiratory protection.
 - c. Disposal procedures.

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- d. Cleanup procedures.
- e. Fire exits and emergency procedures.
- 5. Contractor's plan for twenty-four (24) hour project security both for prevention of theft and for barring entry of unauthorized personnel into Work Areas.
- 6. Temporary utilities.
- 7. Handling of furniture and other moveable objects.
- 8. Storage of removed asbestos containing materials.
- 9. Waste disposal requirements and procedures.
- C. In conjunction with the conference, if requested, the Contractor shall accompany the Owner and/or Engineer on a pre-construction walk-through documenting existing condition of finishes and furnishings, reviewing overall Work plan, location of fire exits, fire protection equipment, water supply and temporary electric tie-in.

1.08 PROJECT MONITORING, AIR SAMPLING, AND INSPECTIONS

- A. The Owner shall engage the services of an Environmental Consultant (the Consultant) or Engineer who shall serve as the Owner's Representative in regard to the performance of the asbestos abatement Project and provide direction as required throughout the entire abatement period.
- B. The Contractor is required to ensure cooperation of its personnel with the Consultant/Engineer for the air sampling and project monitoring functions described below. The Contractor shall comply with all direction given by the Consultant/Engineer during the course of the Project.
- C. The Consultant/Engineer shall provide the following administrative services:
 - 1. Review and approve or disapprove all submittals, shop drawings, schedules, and samples.
 - 2. Assure that all notifications to governmental agencies by the Contractor are submitted in a timely manner and are correct in content.
 - Review and approve the Contractor's OSHA compliance testing laboratory.
- D. The Consultant/Engineer shall provide abatement project air sampling and analysis as required by applicable regulations (New York State and/or AHERA). Sampling will include background, pre-abatement, during-abatement and clearance sampling.
 - 1. Unless otherwise required by applicable regulations, the Consultant shall have samples analyzed by Phase Contrast Microscopy (PCM) using NIOSH Method 7400. Results shall be available within 24 hours of completion of sampling.
 - 2. If the air sampling during abatement reveals airborne fiber levels at or above 0.01 fibers/cc or the background level (whichever is greater) outside the Work Area, then the Owner shall issue an immediate Stop Work order. The Contractor shall then inspect the barriers for leakage and HEPA vacuum and/or wet clean the surface outside the Work Area. The Contractor shall bear the burden of any and all costs incurred by this delay.
 - 3. Final air clearance sampling will be conducted by Transmission Electron Microscopy (TEM) in accordance with 40 CFR Part 763 (AHERA), as applicable.

1.09 CONTRACTOR AIR SAMPLING

- A. In addition to the requirements of OSHA 1926.1101, the Contractor shall be required to perform personal air monitoring every Work shift in each Work Area during which abatement activities occur in order to determine that appropriate respiratory protection is being utilized (OSHA Monitoring).
- B. The Contractor shall conduct air sampling that is representative of both the 8-hour time weighted average and 30-minute short-term exposures to indicate compliance with the permissible exposure and excursion limits.

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C. The Contractor's laboratory analysis of air samples shall be conducted by an New York State DOH ELAP approved laboratory.

1.10 WORK SUPERVISION

- A. The Contractor shall designate a full-time Project Supervisor who shall meet the following qualifications:
 - The Project Supervisor shall hold New York State certification as an Asbestos Supervisor.
 - 2. The Project Supervisor shall meet the requirements of a "Competent Person" as defined by OSHA 1926.1101 and shall have a minimum of one year experience as a supervisor.
 - 3. The Project Supervisor must be able to read and write English fluently, as well as communicate in the primary language of the Workers.
- B. If the Project Supervisor is not on-site, all Work shall be stopped. The Project Supervisor shall remain on-site whenever asbestos removal is being performed. The Project Supervisor cannot be removed from the Project without the written consent of the Owner and the Engineer.
- C. The Project Supervisor shall maintain the Project Log Book required by New York State Department of Labor and Section 2.03 of the specifications and the Waste Disposal Log required by Section 4.04 of the specifications.
- D. The Project Supervisor shall be responsible for the performance of the Work and shall represent the Contractor in all respects at the Project site. The Supervisor shall be the primary point of contact for the Asbestos Project Monitor.

1.11 DELIVERY AND STORAGE

- Deliver non-contaminated materials to the job site in original packages with containers bearing manufacturer's name and label.
- B. Store all materials at the job site in a suitable and designated area.
 - Store materials subject to deterioration or damage away from wet or damp surfaces and under cover.
 - 2. Protect materials from unintended contamination.
- C. Remove damaged or deteriorated materials from the job site. Materials contaminated with asbestos shall be disposed of as asbestos debris as herein specified.

1.12 TEMPORARY UTILITIES

- A. Shut down and lock out all electrical power to the asbestos Work Areas.
- B. Provide temporary 120-208 volt, single phase, three wire, 100 amp electric service with Ground Fault Circuit Interrupters (GFCI) for all electric requirements within the asbestos Work Area.
 - 1. Where available, obtain from Owner's existing electrical system. Otherwise provide power from other sources (i.e. generator).
 - 2. Provide temporary wiring and "weatherproof" receptacles in sufficient quantity and location to serve all HEPA equipment and tools.
 - 3. Provide adequate "weatherproof" receptacles, to incorporate use by the APM for air sampling equipment.
 - 4. All power to the Work Area shall be brought in from outside the area through GFCI's at the source.
- C. Provide temporary lighting with "weatherproof" fixtures for all Work Areas including decontamination chambers.

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- 1. The entire Work Area shall be kept illuminated at all times work is in progress.
- 2. Provide lighting adequate for the purposes of performing required inspections.
- D. All temporary devices and wiring used in the Work Area shall be capable of decontamination procedures including HEPA vacuuming and wet-wiping.
- E. Utilize domestic water service, if available, from Owner's existing system. Provide hot water heaters with sufficient capacity to meet Project demands.

PART 2 - PRODUCTS

2.01 PROTECTIVE CLOTHING

- A. Provide personnel utilized during the Project with disposable protective whole body clothing, head coverings, gloves and foot coverings. Provide disposable plastic or rubber gloves to protect hands. Cloth gloves may be worn inside the plastic or rubber for comfort, but shall not be used alone. Make sleeves secure at the wrists and make foot coverings secure at the ankles by the use of tape, or provide disposable coverings with elastic wrists or tops.
- B. Provide sufficient quantities of protective clothing to assure a minimum of four (4) complete disposable outfits per day for each individual performing abatement Work.

2.02 DISPOSAL BAGS, DRUMS, AND CONTAINERS

- A. Provide 6 mil polyethylene disposal bags printed with asbestos caution labels. Bags shall be imprinted with U.S. Department of Transportation required markings.
- B. If the asbestos waste has the potential to damage or puncture the disposal bags, burlap sacks shall be utilized as a liner inside the polyethylene disposal bags to prevent puncture or damage to the disposal bags. In addition, 30 or 55 gallon capacity fiber or metal drums capable of being sealed air and water tight may also be used. Affix asbestos caution labels on lids and at one-third points around drum circumference to assure ready identification.
- C. Containers and bags must be labeled with the names of the waste generator and the location at which the waste was generated in accordance with 40 CFR Part 61 NESHAPS.
- D. Labeled ACM waste containers or bags shall not be used for non-ACM waste or trash. Any material placed in labeled containers or bags, whether turned inside out or not shall be handled and disposed of as ACM waste.

2.03 HEPA VACUUM EQUIPMENT

- A. All dry vacuuming performed under this contract shall be performed with High Efficiency Particulate Absolute (HEPA) filter equipped industrial vacuums conforming to ANSI Z9.2.
- B. Provide tools and specialized equipment including scraping nozzles with integral vacuum hoods connected to a HEPA vacuum with flexible hose.

2.04 POWER TOOLS

A. Any power tools used to drill, cut into, or otherwise disturb asbestos material shall be equipped with HEPA filtered local exhaust ventilation.

PART 3 - EXECUTION

3.01 GENERAL REQUIREMENTS

- A. Should the area beyond the Work Area(s) become contaminated with asbestos containing materials or elevated fiber levels, immediately stop Work and institute emergency procedures. Contaminated non-Work Areas shall be isolated and decontaminated in accordance with procedures established for asbestos removal. All costs incurred in decontaminating such non-Work Areas and the contents thereof shall be borne by the Contractor, at no additional cost to the Owner.
- B. New York State (NYS) DOL certificates shall be on site prior to admittance of any Contractor's employees to the asbestos Work Area.
- C. Perform all asbestos removal Work using wet removal procedures. Dry removal procedures are not permitted.
- D. The following documents shall be posted at the site at an easily accessible location:
 - Company Asbestos Abatement license.
 - 2. Worker's asbestos handling certificates (copies are acceptable provided Workers have original certificates in their possession).
 - 3. Project specifications.
 - 4. Project drawings.
 - 5. Notifications and variances.
 - 6. Applicable regulations.
 - 7. Material Safety Data Sheets.
 - 8. Abatement Work plan.
 - 9. List of emergency telephone numbers.
 - 10. Waste Disposal Log.
- E. The Work Area must be vacated by building occupants prior to decontamination enclosure construction and Work Area preparation.

3.02 PERSONNEL DECONTAMINATION ENCLOSURE

- A. Full (five room) Decontamination Facility: The Contractor shall provide a full decontamination enclosure system for large asbestos projects in accordance with OSHA Standard 29 CFR 1926.1101 and 12NYCRR Part 56 (ICR 56).
- B. Remote Decontamination Facility: The Contractor shall provide a remote personnel decontamination enclosure system for small asbestos projects, asbestos projects that utilize multiple tents, and exterior asbestos roof projects in accordance with OSHA Standard 29 CFR 1926.1101 and 12NYCRR Part 56 (ICR 56).
- C. Decontamination Enclosure System Utilities: Lighting, heat, and electricity shall be provided as necessary by the Contractor.

3.03 WASTE DECONTAMINATION ENCLOSURE

A. Waste/Equipment Decontamination Enclosure System: This system is located adjacent to the work area and personnel decontamination system. If the decontamination chamber is accessible to the public it shall be fully framed and sheathed to prevent unauthorized entry. A remote decontamination unit may be used that complies with subpart 56-9 of NYS Industrial Code Rule 56 of Title 12, section 30 of the Labor Law. This remote enclosure system must be on the property and stationary, within 50 feet of the building.

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- B. Where only one egress from the Work Area exists, the holding area of the waste decontamination enclosure system may branch off from the personnel decontamination enclosure equipment room, which then serves as the waste wash room.
- C. The waste wash room water shall be drained, collected, and filtered as specified in 12NYCRR Part 56 (ICR 56).
- D. In small asbestos projects where only one egress from the Work Area exists, the shower room may be used as a waste washroom. In this instance, the clean room shall not be used for waste storage, but shall be used for waste transfer to carts, which shall immediately be removed from this enclosure.

3.04 WORK AREA ENTRY AND EXIT PROCEDURES

- A. Personnel Entrance and Decontamination Procedures for Gross Removal Operations utilizing full decontamination facility, the following entry/exit procedures shall be used for gross removal using full containment:
 - All workers and authorized visitors shall enter the work area through the worker decontamination enclosure system.
 - 2. All individuals who enter the work area shall sign the entry log, located in the clean room, upon each entry and exit. The log shall be permanently bound and shall identify fully the facility, agents, contractor(s), the project, each work area and worker respiratory protection employed. The site supervisor shall be responsible for the maintenance of the log during the abatement activity.
 - 3. Each worker or authorized visitor shall, upon entering the job site, remove street clothes in the clean room and put on a clean respirator (with new filters, if appropriate) and clean protective clothing before entering the work area through the shower room and equipment room.
 - 4. Each worker or authorized visitor shall, each time he/she leaves the work area: remove gross contamination from clothing before leaving the work area; proceed to the equipment room and remove all clothing except the respirator; still wearing the respirator, proceed to the shower room; clean the outside of the respirator with soap and water while showering; remove filters, wet them, and dispose of them in the container provided for that purpose; wash and rinse the inside of the respirator; and thoroughly shampoo and wash himself/herself.
 - 5. Following showering and drying off, each worker or authorized visitor shall proceed directly to the clean room, dress in street clothes, and exit the decontamination enclosure system immediately. Disposable clothing of the type worn inside the work area is not permitted outside the work area.
- B. Personnel Entrance and Decontamination Procedures for Removal Operations utilizing remote decontamination facility: The following entry/exit procedures shall be used for removal work areas.
 - 1. All individuals who enter the Work Area shall sign the entry log, located in the clean room, upon each entry and exit. The log shall be permanently bound and shall identify fully the facility, agents, contractor(s), the project, each Work Area, and worker respiratory protection employed. The job supervisor shall be responsible for the maintenance of the log during the abatement activity.
 - 2. Each worker shall remove street clothes in the clean room; wear two disposable suits, including gloves, hoods and non-skid footwear; and put on a clean respirator (with new filters) before entering the work area.
 - 3. Each worker shall, before leaving the work area or tent, shall clean the outside of the respirators and outer protective clothing by wet cleaning and/or HEPA vacuuming. The outer disposable suit shall be removed in the work area and the worker shall then proceed

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- to the shower room. The inner disposable suit and respirator shall be wet wiped and HEPA vacuumed thoroughly before removing and prior to aggressive shower.
- 4. Following showering and drying off, each worker or authorized visitor shall proceed directly to the clean room, dress in street clothes, and exit the decontamination enclosure system immediately.

3.05 WORK AREA PREPARATION

- A. Work Area preparation shall be performed in accordance with 12NYCRR Part 56 (ICR 56), the Contract Documents and the approved Asbestos Work Plan.
- B. Temporary lighting within the work area and decontamination system shall be provided as required to achieve minimum illumination levels.
- C. Unless otherwise specified for removal, the Contractor shall either protect all fiberglass insulation on piping, ductwork, tanks, etc. in the Work Area using two layers of six mil polyethylene or remove the insulation as asbestos containing waste. If the Contractor elects to remove the fiberglass insulation, he/she shall be responsible for reinsulation, if reinsulation of removed ACM is part of the Contract or Project.
- D. Emergency exits. Emergency exits and routes shall be established and clearly marked with florescent paint or other effective designations to permit easy location from anywhere within the work area. Emergency exits shall be secured to prevent access from uncontaminated areas and yet permit emergency exiting. Exits shall be checked daily against exterior blockage or impediments to exiting.
- E. Remove all items attached to or in contact with ACM only after the Work Area enclosure is in place. HEPA vacuum and wet wipe with amended water all removed items prior to their removal from the Work Area and before the start of asbestos removal operations.
- F. If, required, suspended ceiling tiles shall only be removed after Work Area preparation is complete. Non-contaminated ceiling tiles shall be HEPA vacuumed and removed from the Work Area before asbestos removals begin. Contaminated ceiling tiles shall be disposed of as asbestos waste.
- G. For tent enclosures: the Contractor shall use negative pressure ventilation equipment to continuously exhaust the enclosed area. A minimum of two (2) volume changes per hour is required. All required air monitoring must be successfully completed before the tent/barrier is collapsed.

3.06 NEGATIVE AIR PRESSURE FILTRATION SYSTEM

- A. Provide a portable asbestos filtration system that develops a minimum pressure differential of negative 0.02 in. of water column within all full enclosure areas relative to adjacent unsealed areas and that provides a minimum of 4 air changes per hour in the Work Area during abatement.
- B. The system shall include a series of pre-filters and filters to provide High Efficiency Particulate Air (HEPA) filtration of particles down to 0.3 microns at 100% efficiency and below 0.3 microns at 99.9% efficiency. Provide sufficient replacement filters to replace pre-filters every 2 hours, secondary pre-filters every 24 hours, and primary HEPA filters every 600 hours of operation.
- C. At no time will the unit exhaust indoors, within 50 feet of a receptor, including but not limited to windows and doors, or adversely affect the air intake of the building.

- D. The Contractor shall provide either a manometer or a photohelic style negative air pressure gauge with chart recorder to measure and record negative pressure differential across the Work Area barriers without interruption 24 hours per day as directed by the Environmental Consultant.
- E. There shall be at least a 12-hour settling period after the Work Area is fully prepared and the negative filtration units have been started to ensure integrity of the barriers. Unless otherwise specified in the variance(s) utilized by the contractor.

3.07 REMOVAL OF ASBESTOS CONTAINING MATERIALS

- A. Asbestos-containing materials shall be removed in accordance with 12NYCRR Part 56 (ICR 56), the Contract Documents and the approved Asbestos Work Plan.
- B. Sufficiently wet asbestos materials with a low pressure, airless fine spray of surfactant to ensure full penetration prior to material removal. Re-wet material that does not display evidence of saturation.
- C. One Worker shall continuously apply amended water while ACM is being remove
- D. Perform cutting, drilling, abrading, or any penetration or disturbance of asbestos containing material in a manner to minimize the dispersal of asbestos fibers into the air. Use equipment and methods specifically designed to limit generation of airborne asbestos particles. All power operated tools used shall be provided with HEPA equipped filtered local exhaust ventilation.
- E. Power or pressure washers will not be allowed to be used for asbestos removal or clean-up procedures.

3.08 ACM WASTE CONTAINERIZING, DECONTAMINATION AND LOAD OUT PROCEDURES

- A. Packaging of ACM shall conform to OSHA Standard 29 CFR 1926.1101, DOT 49 CFR 171, 172, and 173, and EPA Standard 40 CFR Part 61 and the requirements as herein specified. Materials to be transported through a non-Work area building space shall be placed in hard wall shipping containers for handling.
- B. The cleaned containers of asbestos material and equipment shall be placed in water tight carts with doors or tops that shall be closed and secured. These carts shall be held in the holding area pending removal. The carts shall be wet cleaned and/or HEPA vacuumed at least once each day.
- C. The exit from the decontamination enclosure system shall be secured to prevent unauthorized entry.
- D. Where the waste removal enclosure is part of the personnel decontamination enclosure, waste removal shall not occur during shift changes or when otherwise occupied. Precautions shall be taken to prevent short circuiting and cycling of air outward through the shower and clean room.

3.09 WORK AREA CLEANING PROCEDURES

- A. Following completion of gross abatement and after all accumulations of asbestos waste materials have been containerized, decontamination procedures shall be followed as specified in ICR 56, unless otherwise stated in the variance(s) utilized by the Contractor.
- B. Following each decontamination procedure (i.e., first, second, and third cleanings) the APM shall inspect the Work Area for effectiveness of the cleanings. If necessary, additional cleaning shall be performed by the Contractor as directed by the APM.

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C. As a result of any air sampling results that indicate high fiber levels, the Contractor will clean or reclean the affected areas at no additional expense to the Owner.

3.10 TENT ENCLOSURES

- A. Tent enclosures may only be used in areas specifically permitted by New York State (NYS) Code Rule 56 or a Project specific variance issued by the New York State (NYS).
- B. The Contractor shall restrict access to the immediate area where tent removal procedures are taking place using barrier tape and/or construction barriers. Caution signs shall be posted.
- C. Remote personnel and waste decontamination enclosures shall be constructed. Configuration shall be as required by Project size.
- D. During removal activity, a HEPA vacuum or small capacity negative pressure filtration unit shall be used to provide a negative air pressure inside the tent. A minimum of six air changes per hour is required.
- E. Workers shall wear two disposable suits for all phases of Work. Workers exiting the tent shall HEPA vacuum the outer suit, enter the airlock, remove the outer suit and then place it back into the Work Area. A clean second suit shall be donned before exiting the airlock and proceeding to the decontamination enclosure or another tent.
- F. ACM removal shall follow procedures defined in Article 3.07.
- G. Waste material shall be placed in properly labeled 6 mil plastic bags or other appropriate containers. The outside of the bags or containers shall be wet wiped and/or HEPA vacuumed before being passed into the airlock for double- bagging. The bags or containers shall then be transported to the decontamination enclosure and then bagged for a third time and transported to the waste storage container. All transportation of waste bags and containers outside the Work Area shall be in watertight carts.
- H. The APM shall conduct a visual inspection of the Work Area for cleanliness and completion of abatement.

3.11 GLOVEBAG REMOVAL

- A. Glovebag removals may only be used as specifically permitted by New York State (NYS) Code Rule 56, Applicable Variance 108 (AV 108) Glovebag Operations, or a Project specific variance issued by the New York State (NYS) Department of Labor. Glovebags may only be used on piping.
- B. As specified in applicable regulations and variances, glovebag removals are only permitted to be conducted within tent enclosures complying with these specifications. Removal and disposals must also be conducted in conformance with all Project variance conditions.
- C. The Contractor shall restrict access to the immediate area where tent/glovebag removal procedures are taking place using barrier tape and/or construction barriers. Caution signs shall be posted.
- D. Remote personnel and waste decontamination enclosures shall be constructed. Configuration shall be as required by Project size.
- E. The glovebags shall be smoke tested by the APM before removal operations commence. Glovebags that do not pass the smoke test shall be resealed and then retested.

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F. After glovebag removals are complete, tent decontamination procedures shall be followed.

3.12 RESTORATION OF UTILITIES, FIRESTOPPING, AND FINISHES

- A. After final clearance, remove locks and restore electrical and HVAC systems. All temporary power shall be disconnected, power lockouts removed and power restored. All temporary plumbing shall be removed.
- B. Finishes damaged by asbestos abatement activities including, but not limited to, plaster/paint damage due to duct tape and spray adhesives, and floor tile lifted due to wet or humid conditions, shall be restored prior to final payment, unless the damaged surfaces are to be replaced during renovation activities.
 - 1. Finishes unable to be restored shall be replaced under this Contract.
 - 2. All foam and expandable foam products and materials used to seal Work Area openings shall be completely removed upon completion of abatement activities.
- C. All penetrations (including, but not limited to, pipes, ducts, etc.) through fire rated construction shall be firestopped using materials and systems tested in accordance with ASTM E814 on Projects where re-insulation is part of the required work.

3.13 ASBESTOS WASTE

- A. Applicable Regulations: All asbestos waste shall be stored, transported and disposed of in accordance with the following regulations as a minimum:
 - 1. NYS DEC 6 NYCRRNYRCC part 360 and 364.
 - 2. US EPA NESHAPS 40 CFR 61.
 - 3. US EPA Asbestos Waste Management Guidance EPA/530-SW85.
- B. Waste Storage Containers.
 - As work progresses, remove sealed and labeled bags of ACM from the Work area and place in a lockable trailer, dumpster, or other container approved for storage or transport of asbestos waste. Open containers will not be permitted on-site (i.e. open dumpster with canvas cover, etc.).
 - 2. The container interior shall be plasticized and sealed with a minimum of two (2) layers of 6 mil polyethylene.
 - 3. While on-site, the container shall be labeled with EPA Danger signage:

DANGER CONTAINS ASBESTOS FIBERS AVOID CREATING DUST CANCER AND LUNG DISEASE HAZARD

- 4. The danger sign legend, text size, style and arrangement shall conform to the requirements of EPA Standard 40 CFR Part 61.149 (d) (1).
- 5. The New York State Department of Environmental Conservation Asbestos Hauler's Permit number shall be stenciled on both sides and back of the container.
- 6. Once the container is loaded at the site, the door(s) will be locked at all times.
- 7. Before the container is removed from the Project Site for transportation to the Disposal Site, the door(s) shall be locked. The locks shall be removed at the Disposal Site by the operator of the Disposal Facility.
- 8. The Owner may initiate random checks at the Disposal Site to insure that the procedures outlined herein are complied with.

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3.14 DISPOSAL AND TRANSPORTATION OF ASBESTOS-CONTAMINATED WASTES

- A. Sealed and labeled disposal bags or waste wrapped in two layers of plastic sheeting sealed airtight shall be used to transport asbestos-contaminated waste to the landfill. Procedures for hauling and disposal shall comply with 40 CFR, Part 61, 49 CFR, Part 171 and 172, and other applicable state, regional, and local government regulations.
 - 1. An asbestos waste shipment record or waste manifest shall accompany asbestos waste, which is transported to a disposal site.
 - 2. The waste manifest shall be completed by the Contractor.
 - 3. The waste manifest shall have the appropriate signatures of the APM, the Contractor, and the Hauler representatives prior to any waste being removed from the site.
 - 4. Copies of the completed waste manifest shall be retained by APM and the Contractor and shall remain on site for inspection. The Contractor shall forward originals of the waste manifest, which include final sign-off by the disposal facility, to Consultant/Engineer within 14 days of the waste container being removed from the site. Failure to do so may result in payment being withheld from the Contractor.

3.15 DISPOSAL SITE

- A. The Contractor's Hauler and Disposal Site shall be approved by the Owner.
- B. The Contractor shall have the Hauler provide the estimated date and time of arrival at the Disposal Site.
- C. Unless specifically approved by the Owner, the Contractor shall not permit any off-site transfers of the waste or allow the waste to be transported or combined with any other off-site asbestos material. The Hauler must travel directly to the disposal site without unauthorized stops.

END OF SECTION

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. Related Sections:
 - Section 022600 HAZARDOUS MATERIALS ASSESSMENT.
- B. This lead-based paint and material removal project will consist of the localized removal of loose and/or damaged lead based paint in the areas indicated in the report attached herewith.
- C. The work shall include, but not be limited to removal and disposal of the following:
 - All positive lead containing materials greater than regulatory level of 1.0 described in the lead paint inspection report attached within Specification Section 022600 - HAZARDOUS MATERIALS ASSESSMENT.
- D. The Contractor shall be aware of all conditions of the Project and is responsible for verifying quantities and locations of all Work to be performed. Failure to do so shall not relieve the Contractor of its obligation to furnish all labor and materials necessary to perform the Work.
- E. All Work shall be performed in strict accordance with the Project Documents and all governing codes, rules, and regulations. Where conflicts occur between the Project Documents and applicable codes, rules, and regulations, the more stringent shall apply.
- F. Refer to SSPC C3/5 requirements, when applicable, when removing lead on commercial buildings and superstructures including on all steel where impact is not incidental and activities include but are not limited to; abrasive blasting, water jetting, power tool usage, and other large dust producing remedial activities.

1.02 PERMITS AND COMPLIANCE

- A. The Contractor shall assume full responsibility and liability for compliance with all applicable Federal, State, and local laws, rules, and regulations pertaining to Work practices, protection of Workers, authorized visitors to the site, persons, and property adjacent to the Work.
- B. The Contractor must maintain current licenses pursuant to New York State Department of Labor, Department of Environmental Conservation and Environmental Protection Agency for all Work related to this Project, including the removal, handling, transport, and disposal of lead containing materials.
- C. The Contractor must have and submit proof upon request that any persons employed by the Contractor to engage in or supervise Work on any lead Project have prior experience on similar projects. If in the course of the project there should be materials or surfaces that contain asbestos, the contractor and all workers must be certified by the NYS Department of Labor as handlers and contractor/supervisors. It is then the responsibility of the contractor to also follow the asbestos specification for this project.
- D. It is the sole responsibility of the Contractor to determine what, if any, patents are applicable to the Project. The Contractor shall pay all royalties and/or license fees. He shall defend all suits or claims for infringement of any patent rights and save the Owner, Architect, Engineer, Environmental Consultant, and Construction Manager harmless from loss, including attorney's fees, on account thereof.
- E. Failure to adhere to the Project Documents shall constitute a breach of the Contract and the Owner shall have the right to and may terminate the Contract provided, however, the failure of the Owner to so terminate shall not relieve the Contractor from future compliance.

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1.03 SUBMITTALS

- A. Pre-contract Submittals: Within 3 days after bids are opened, the three apparent low bidders shall submit the following documentation. Failure to submit all required documentation truthfully or in a timely manner may be cause for rejection of the bid.
 - 1. Contractor certifications issued by the Environmental Protection Agency.
 - 2. The number of years engaged in lead-based paint renovation and remolding projections.
 - 3. A list of Projects performed within the past two (2) years and include the dollar value of all Projects. Provide Project references to include Owner, consultant, contact persons, address, and phone number.
 - 4. A list of owned equipment available to be used in the performance of the Project.
 - 5. An outline of the Worker training course and medical surveillance program conducted by the Contractor.
 - 6. A standard operating procedures manual describing Work practices and procedures, equipment, type of decontamination facilities, respiratory program, special removal techniques, etc.
 - 7. Citations/Violations/Legal Proceedings: Submit a notarized statement describing:
 - a. Any citations, violations, criminal charges, or legal proceedings undertaken or issued by any law enforcement, regulatory agency, or consultant concerning performance on previous lead contracts. Briefly describe the circumstances citing the Project and involved persons and agencies as well as the outcome of any actions.
 - b. Any Stop Work Orders issued on Projects within the past 2 years.
 - c. Any litigation or arbitration proceedings arising out of performance on past Projects.
 - d. Any liquidated damages assessed within the last 2 years.
 - 8. Preliminary Schedule: Provide an estimate of manpower to be utilized and the time required for completion of each major Work Area. Include estimated size and number of crews and work shifts.
- B. Pre-Work Submittals: Within 7 days prior to the pre-construction conference, the Contractor shall submit 3 copies of the documents listed below:
 - Progress Schedule:
 - Show the complete sequence of lead related activities and the sequencing of Work within each building section.
 - b. Show the dates for the beginning and completion of each major element of Work including substantial completion dates for each Work Area or phase.
 - c. Show projected percentage of completion for each item, as of the first day of each month.
 - d. Show final inspection dates.
 - 2. Permits: As required by State and local regulations, including arrangements for storage, transportation, and disposal of contaminated material.
 - Lead Activities Work Plan: Provide plans which clearly indicate the following:
 - a. All Work Areas/containment's numbered sequentially.
 - b. Locations and types of all decontamination enclosures.
 - c. Entrances and exits to the Work Areas/containment's.
 - Type of lead related activity/technique for each Work Area/containment.
 - e. Proposed location and construction of storage facilities and field office.
 - f. Location of water and electrical connections to building services.
 - 4. Equipment: Submit manufacturer's data sheets/product descriptions of all equipment and products including HEPA vacuums, respirators, protective clothing, chemicals, etc. identified in this specification.
 - 5. Samples: Submit samples of warning notices to be posted, replacement materials, etc.
 - 6. Worker Training, Medical Surveillance, and Certification:
 - The Contractor shall submit a list of persons to be employed for the Project.

- b. Present evidence that Workers have received proper training required by the regulations and the medical examinations required by OSHA 29 CFR 1926. 62.
- c. Submit documentation that Workers have been fit tested specifically for respirators used on the Project.
- d. Submit copies of Proof of Lead Renovation Remolding certification for each person employed in the disturbance of lead.
- 7. Logs: Specimen copies of daily progress log, visitor's log, and disposal log.
- 8. Material List: A complete materials list of all items proposed to be furnished and used under this Contract.
- 9. Subcontractor List: List of all subcontractors to be used on the Project (i.e. Waste Hauler).
- 10. Material Safety Data Sheets (MSDS): Copies of MSDS for each chemical or material used for the Project (paint stripper, surfactant, etc.)
- 11. Project Supervisor: Resume of the proposed Project Supervisor.
- 12. Rental Notifications: Notices sent to rental suppliers informing them of the nature of the Work that the Contractor intends to use the equipment for.
- 13. Worker's Acknowledgments: Statements signed by each employee that the employee has received training in the proper handling of lead containing paint; understands the health implications and risks involved; and understands the use and limitations of the respiratory equipment to be used.
- 14. Laboratory: Submit the documentation that the laboratory performing the OSHA personnel air samples is recognized as an Environmental Protection Agency National Lead Laboratory Accredited Program (NLLAP) accredited laboratory.
- 15. HUD Title X: "Guidelines for the Evaluation and Control of Lead Based Paint."
- C. Project Close-out Submittals: Submit the following at the closeout of the Project:
 - 1. Copies of all waste disposal manifests, seals, and disposal logs.
 - 2. OSHA compliance air monitoring records conducted during the Work.
 - 3. Daily progress log.
 - 4. Entry and exit log.
 - 5. A list of all EPA Certified Workers used in the performance of the Project, including name, social security number.
 - Required Employee Statements including Medical Examination Statement, Worker's Acknowledgment Statement, and Employee Training Statement.

1.04 PRE-CONSTRUCTION CONFERENCE

- A. Prior to start of preparatory Work under this Contract, the Contractor shall attend a pre-construction conference attended by Owner, Facility Personnel, and Environmental Consultant.
- B. Agenda for this conference shall include but not necessarily be limited to:
 - 1. Contractor's scope of Work, Work plan, and schedule to include number of Workers and shifts.
 - 2. Contractor's safety and health precautions including protective clothing and equipment and decontamination procedures.
 - 3. Environmental Consultant's duties, functions, and authority.
 - 4. Contractor's Work procedures including:
 - a. Methods of job site preparation and removal methods.
 - b. Respiratory protection.
 - c. Disposal procedures.
 - d. Cleanup procedures.
 - e. Fire exits and emergency procedures.
 - 5. Contractor's plan for twenty-four (24) hour project security both for prevention of theft and for barring entry of unauthorized personnel into Work Areas.
 - 6. Temporary utilities.

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- 7. Handling of furniture and other moveable objects.
- 8. Storage of removed lead containing paint.
- 9. Waste disposal requirements and procedures.
- C. In conjunction with the conference the Contractor shall accompany the Owner and Environmental Consultant on a pre-construction walk-through documenting existing condition of finishes and furnishings, reviewing overall Work plan, location of fire exits, fire protection equipment, water supply and temporary electric tie-in.

1.05 APPLICABLE STANDARDS AND REGULATIONS

- A. The Contractor shall comply with the following codes and standards, except where more stringent requirements are shown or specified:
- B. Federal Regulations:
 - 1. 29 CFR 1910, Occupational Safety and Health Standards
 - 2. 29 CFR 1926, Safety and Health Regulations for Construction
 - 3. 40 CFR 148, Hazardous Waste Injection Restrictions
 - 4. 40 CFR 260, Hazardous Waste Management System: General
 - 5. 40 CFR 261, Identification and Listing of Hazardous Waste
 - 6. 40 CFR 262, Standards Applicable to Generators of Hazardous Waste
 - 7. 40 CFR 263, Standards Applicable to Transporters of Hazardous Waste
 - 8. 40 CFR 264, Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities
 - 9. 40 CFR 265, Interim Status Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities
 - 10. 40 CFR 268, Land Disposal Restrictions
 - 11. 40 CFR 745, Lead; Identification of Dangerous Levels of Lead; Proposed Rule
 - 12. 49 CFR 172, Hazardous Material Table, Special Provisions, Hazardous Material Communications, Emergency Response Information, and Training Requirements
 - 13. 49 CFR 178, Specifications for Packaging
 - 14. HUD 0005646, (1990; Rev May 1991) Lead-Based Paint: Interim Guidelines for Hazard Identification and Abatement in Public and Indian Housing
- C. Standards and Guidance Documents:
 - 1. American National Standard Institute (ANSI) Z88.2-80, Practices for Respiratory Protection
 - ANSI Z9.2-79, Fundamentals Governing the Design and Operation of Local Exhaust Systems
 - 3. UL 586, (1990) High-Efficiency, Particulate, Air Filter Units
 - 4. NIOSH OSHA Booklet 3142, Lead in Construction
 - 5. NFPA 701, (1989) Methods of Fire Test for Flame-Resistant Textiles and Films
 - 6. EM 385-1-1, (1992) U.S. Army Corps of Engineers Safety and Health Requirements Manual

1.06 NOTICES

- A. The Contractor shall post and/or provide notification to building occupants 10 days prior to beginning lead activities. The posting shall include the following information:
 - 1. The locations of the lead Renovation Remolding Project.
 - 2. The amounts and types of materials being removed and/or disturbed.
 - 3. The commencement and completion dates of the Project.
 - 4. The name, address, and certification of the Lead Contractor.
 - 5. The name and address of the Environmental Consultant and laboratory.

1.07 PROJECT MONITORING AND WIPE SAMPLING

- A. The Owner shall engage the services of an Environmental Consultant (the Consultant) who shall serve as the Owner's Representative in regard to the performance of the lead-based paint Project and provide direction as required throughout the entire lead period.
- B. The Contractor is required to ensure cooperation of its personnel with the Consultant for the wipe sampling and project monitoring functions described below. The Contractor shall comply with all direction given by the Consultant during the course of the Project.
- C. The Consultant shall provide the following administrative services:
 - 1. Review and approve or disapprove all submittals, shop drawings, schedules, and samples.
 - 2. Assure that all notifications to governmental agencies by the Contractor are submitted in a timely manner and are correct in content.
 - 3. Review and approve the Contractor's OSHA compliance testing laboratory.
- D. The Consultant shall staff the Project with a trained person(s) to act on the Owner's behalf at the job site. At a minimum the trained person(s) shall be certified as a lead inspector or risk assessor. This individual shall be designated as the Lead Project Monitor (LPM).
 - 1. The LPM shall be on-site at all times the Contractor is on-site. The Contractor shall not be permitted to conduct any Work unless the LPM is on-site.
 - The LPM shall have the authority to direct the actions of the Contractor verbally and in writing to ensure compliance with the Project documents and all regulations. The LPM shall have the authority to Stop Work when gross work practice deficiencies or unsafe practices are observed.
 - a. Such Stop Work order shall be effective immediately and remain in effect until corrective measures have been taken and the situation has been corrected.
 - b. Standby time required to resolve the situation shall be at the Contractor's expense.
 - 3. The LPM shall provide the following services:
 - a. Inspection of the Contractor's Work, practices, and procedures, including temporary protection requirements, for compliance with all regulations and Project specifications.
 - b. Verify daily that all Workers used in the performance of the Project are certified by the appropriate regulatory agency.
 - c. Monitor the progress of the Contractor's Work, and report any deviations from the schedule to the Owner.
 - d. Monitor, verify, and document all waste load-out operations.
 - e. Verify that the Contractor is performing personal air monitoring daily, and that results are being returned and posted at the site as required.
 - 4. The following minimum inspections shall be conducted by the LPM. Additional inspections shall be conducted as required by Project conditions. Progression from one phase of work to the next by the Contractor is only permitted with the approval of the LPM.
 - a. Pre-Construction Inspection: The purpose of this inspection is to verify the existing conditions of the Work Areas and to document these conditions.
 - b. Pre-Commencement Inspection: The purpose of this inspection is to verify the integrity of each containment system prior to disturbance of any lead containing material. This inspection shall take place only after the Work Area is fully prepped for removal.
 - c. Work Inspections: The purpose of this inspection is to monitor the Work practices and procedures employed on the Project and to monitor the continued integrity of the containment system. Inspections within the removal areas shall be conducted by the LPM during all preparation, removal, and cleaning activities at least twice every Work shift. Additional inspections shall be conducted as warranted.
 - d. Visual Clearance Inspection: The purpose of this inspection is to verify the Contractor's certification that all materials have been removed from the Work Area and the absence of all visible accumulations of debris in the Work Area.

- e. Punch List Inspection: The purpose of this inspection is to verify the Contractor's certification that work has been completed as contracted and the existing condition of the area prior to its release to the Owner.
- 5. The LPM shall perform lead wipe (lead-dust clearance) sampling as follows:
 - a. Wipe samples shall be collected from one sill surface and floor area surface where doors have been removed following the lead contractor's final cleaning of the work area. Lead wipe samples shall be analyzed by a NLLAP laboratory. Results shall be available within 24 hours of completing sampling.
- 6. The LPM shall perform a pilot air monitoring project as follows:
 - a. Air samples shall be collected during the first phase of the lead project to determine if lead removal methods are generating airborne lead dust at concentrations exceeding regulatory guideline for locations exterior the Work Area. At least one air sample will be collected at the entrance to the Work Area and at critical barriers.
 - b. Should it be established that airborne lead-dust concentrations, exterior to the work area, are within the applicable guidelines, no further air monitoring will be performed. Should airborne lead-dust concentrations, exterior the work area, be determined to exceed the applicable guideline concentration, additional engineering controls will be implemented and the pilot project repeated. Once affective engineering controls have been established and implemented, no further air monitoring will be performed.
 - c. Lead air samples shall be analyzed by a NLLAP laboratory. Results shall be available within 24 hours of completing sampling.

1.08 CONTRACTOR AIR SAMPLING

- A. In addition to the requirements of OSHA 1926.62, the Contractor shall be required to perform personal air monitoring to determine that appropriate respiratory protection is being utilized.
- B. The Contractor's laboratory analysis of air samples shall be conducted by NLLAP approved laboratory, subject to approval of the Environmental Consultant.
- C. Results of personnel air sample analyses shall be available, verbally, within twenty-four (24) hours of sampling and shall be posted upon receipt. Written laboratory reports shall be delivered and posted at the Work site within five (5) days.

1.09 PROJECT SUPERVISOR

- A. The Contractor shall designate a full-time Project Supervisor who shall meet the following qualifications:
 - 1. The Project Supervisor shall hold Lead certification for the renovation & remolding of lead-based paint.
 - 2. The Project Supervisor shall have a minimum of one-year experience as a supervisor.
 - 3. The Project Supervisor must be able to read and write English fluently, as well as communicate in the primary language of the Workers.
- B. Prior to the commencement of Work, the Contractor shall submit the proposed Project Supervisor's resume to the Owner and Environmental Consultant for approval.
- C. If the Project Supervisor is not on-site at any time whatsoever, all Work shall be stopped. The Project Supervisor shall remain on-site until the Project is complete. The Project Supervisor cannot be removed from the Project without the written consent of the Owner and the Environmental Consultant.
- D. The Project Supervisor shall maintain the Project Log Book required by section 2.03 of the specifications and a Waste Disposal Log.

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E. The Project Supervisor shall be responsible for the performance of the Work and shall represent the Contractor in all respects at the Project site. The Supervisor shall be the primary point of contact for the Lead Project Monitor.

1.10 MEDICAL REQUIREMENTS

- A. Employers must make available medical examinations to all employees covered under the medical surveillance program. Medical exams must be performed:
 - 1. Medical Surveillance should have undergone an initial medical surveillance examination
 - 2. At least annually when tests within the preceding 12 months indicated a blood lead level at or above 40 µg/dl;
 - 3. Prior assignment for each employee for the first time to an area in which lead concentrations are above the action level;
 - 4. As soon as possible when employee has developed signs or symptoms of lead exposure;
 - 5. For employees medically removed from work area; and
 - 6. For employees as final medical determination.

B. The medical exam consists of the following:

- A detailed work and medical history with particular attention to past lead exposure (occupational and non-occupational), personal habits (smoking, hygiene), and past gastrointestinal, hematological, renal, cardiovascular, reproductive and neuralgic problems.
- 2. Through physical examination with particular attention to tooth, gums, hematological, gastrointestinal, renal cardiovascular, and neurological systems. Pulmonary status must be evaluated if respiratory protection will be used.
- 3. Blood sample and analysis which determines:
 - a. Blood lead level;
 - b. Hemoglobin and Hematocrit determinations, red cells indices and examination of peripheral smear Morphology;
 - c. Zinc protoporphyrin;
 - d. Blood Urea Nitrogen (BUN);
 - e. Respirator Health Check;
 - f. Pulmonary function testing;
 - g. Chest X-ray;
 - h. Electrocardiogram.
- C. Employees may seek a secondary physician for a second opinion to review initial results, and conduct examination consultations and laboratory tests deemed necessary. If two physicians disagree and are unable to resolve differences a third physician may be contacted (see OSHA Lead Standard 29 CFR 1910.1025(i) for more details).

1.11 TRAINING

- A. As required by applicable regulations, prior to assignment to lead Work instruct each employee with regard to the hazards of lead, safety and health precautions, and the use and requirements of protective clothing and equipment.
- B. Establish a respirator program as required by ANSI Z88.2 and 29 CFR 1910.134, and 29 CFR 1926.62. Provide respirator training and fit-testing.

1.12 RESPIRATORY PROTECTION

A. Select respirators from those approved by the National Institute for Occupational Safety and Health (NIOSH), Department of Health and Human Services.

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- B. Respirators shall be individually fit-tested to personnel under the direction of an Industrial Hygienist. Fit-tested respirators shall be permanently marked to identify the individual fitted, and use shall be limited to that individual. Fit-test records shall be maintained on site for each employee.
- C. Respiratory protection will be based upon whether Class 1, 2, and 3 tasks are being performed, in accordance with 29 CFR 1926.62.
- D. No respirators shall be issued to personnel without such personnel participating in a respiratory training program.
- E. High Efficiency Particulate Air (HEPA) respirator filters shall be approved by NIOSH and shall conform to the OSHA requirements in 29 CFR 1910.134 and 29 CFR 1926.62.
- F. A storage area for respirators shall be provided by the Contractor in the clean room side of the personnel decontamination enclosure where they will be kept in a clean environment.
- G. The Contractor shall provide and make available a sufficient quantity of respirator filters so that filter changes can be made as necessary during the Workday. Filters will be removed and discarded during the decontamination process. Filters cannot be reused. Filters must be changed if breathing becomes difficult.
- H. Filters used with negative pressure air purifying respirators shall not be used any longer than one eight (8) hour Workday.
- I. Any authorized visitor, Worker, or supervisor found in the Work Area not wearing the required respiratory protection shall be removed from the Project site and not be permitted to return.
- J. The Contractor shall have at least two (2) Powered Air Purifying Respirators stored on site designated for authorized visitors use. Appropriate respirator filters for authorized visitors shall be made available by the Contractor.

1.13 DELIVERY AND STORAGE

- A. Deliver all materials to the job site in original packages with containers bearing manufacturer's name and label.
- B. Store all materials at the job site in a suitable and designated area.
- Store materials subject to deterioration or damage away from wet or damp surfaces and under cover.
- D. Protect materials from unintended contamination.
- E. Remove damaged or deteriorated materials from the job site. Materials contaminated with lead shall be disposed of as lead debris as herein specified.

1.14 TEMPORARY UTILITIES

- A. Shut down and lock out all electrical power to the lead Work Areas.
- B. Provide temporary 120-280 volt, single phase, three wire, 100 amp electric service with Ground Fault Circuit Interrupters (GFCI) for all electric requirements within the lead Work Area.
 - Where available, obtain from Owner's existing system. Otherwise provide power from other sources (i.e. generator).

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- Provide temporary wiring and "weatherproofreceptacles in sufficient quantity and location to serve all HEPA equipment and tools.
- 3. Provide wiring and receptacles as required by the Environmental Consultant for air sampling equipment.
- All power to the Work Area shall be brought in from outside the area through GFCI's at the source.
- Provide temporary lighting with "weatherprooffixtures for all Work Areas including decontamination chambers.
 - 1. The entire Work Area shall be kept illuminated at all times.
 - 2. Provide lighting as required by the Environmental Consultant for the purposes of performing required inspections.
- D. All temporary devices and wiring used in the Work Area shall be capable of decontamination procedures including HEPA vacuuming and wet wiping.
- E. Utilize domestic water service, if available, from Owner's existing system. Provide hot water heaters with sufficient capacity to meet Project demands.

PART 2 - PRODUCTS

2.01 PROTECTIVE CLOTHING

- A. Provide personnel utilized during the Project with disposable protective whole body clothing, headcoverings, gloves and foot coverings. Provide disposable plastic or rubber gloves to protect hands. Cloth gloves may be worn inside the plastic or rubber for comfort, but shall not be used alone. Make sleeves secure at the wrists and make foot coverings secure at the ankles by the use of tape, or provide disposable coverings with elastic wrists or tops.
- B. Provide sufficient quantities of protective clothing to assure a minimum of four (4) complete disposable outfits per day for each individual performing lead Work.
- C. Eye protection and hard hats shall be provided and made available for all personnel entering any Work Area.
- D. Authorized visitors shall be provided with suitable protective clothing, headgear, eye protection, and footwear whenever they enter the Work Area.

2.02 SIGNS AND LABELS

- A. Provide warning signs and barrier tapes at all approaches to lead Work Areas. Locate signs at such distance that personnel may read the sign and take the necessary protective steps required before entering the area.
 - 1. Provide danger signs in vertical format conforming to 29 CFR 1926. Minimum 20" x 14" displaying the following legend.

DANGER
LEAD WORK AREA
POISON
NO SMOKING OR DRINKING
AUTHORIZED PERSONNEL ONLY
RESPIRATORS AND PROTECTIVE
CLOTHING ARE REQUIRED IN THIS AREA

- 2. Provide 3" wide yellow barrier tape printed with black lettered, "DANGER LEAD REMOVAL". Locate barrier tape across all corridors, entrances and access routes to lead Work Area. Install tape 3' to 4' AFF.
- B. Provide lead danger labels affixed to all lead materials, scrap, waste, debris and other products contaminated with lead.
 - Provide lead danger labels of sufficient size to be clearly legible, displaying the following legend, or equivalent:

DANGER CONTAINS LEAD AVOID CREATING DUST POISON HAZARD

- 2. Provide the following lead labels, of sufficient size to be clearly legible, for display on waste containers (bags or drums) which will be used to transport lead contaminated material in accordance with United States Department of Transportation 49 CFR, Part 745.
- 3. Generator identification information shall be affixed to each waste container indicating the following printed in indelible ink:
 - a. Generator Name:
 - b. Facility Name:
 - c. Facility Address:

2.03 PROJECT LOG BOOK

- A. Provide a permanently bound Project log book of minimum 8-1/2" x 11" size. Log book shall contain on title page the Project name, name, address and phone number of Owner; name, address and phone number of Environmental Consultant; name, address and phone number of Lead Contractor; emergency numbers including, but not limited to local Fire/Rescue department.
- B. All entries into the log shall be made in non-washable, permanent ink and such pen shall be strung to or otherwise attached to the log to prevent removal from the log-in area. Under no circumstances shall pencil entries be permitted.
- C. All persons entering and exiting the Work Area shall sign the log and include name, social security number, and time.
- D. The Project Supervisor shall document all Work performed daily and note all inspections.

2.04 SCAFFOLDING AND LADDERS

- A. Provide all scaffolding and/or staging as necessary to accomplish the Work of this Contract. Scaffolding may be of suspension type or standing type such as metal tube and coupler, tubular welded frame, pole or outrigger type or cantilever type. The type, erection and use of all scaffolding and ladders shall comply with all applicable OSHA construction industry standards.
- B. Provide scaffolding and ladders as required by the Environmental Consultant for the purposes of performing required inspections.

2.05 SURFACTANT (AMENDED WATER)

A. Wet all lead-containing materials prior to removal with surfactant mixed and applied in accordance with manufacturer's printed instructions.

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2.06 ENCAPSULANT

- A. Following lead scrapping, an encapsulant material shall be applied to the scrapped surfaces and remaining surfaces containing lead-based paint.
- B. Approved Manufacturer:
 - 1. KapsulKote Inc.: KapsulKote II System PrimerKote and FinishKote
 - 2. Premier Coatings, Inc.: Lead Block
 - 3. GLOBAL Encasement, Inc.: LeadLock GE-40
 - 4. Fiberlock Technologies, Inc.: L-B-C Lead Barrier Compound
 - 5. Fiberlock Technologies, Inc.: LeadMaster

2.07 DISPOSAL BAGS, DRUMS, AND CONTAINERS

- A. Provide 6 mil polyethylene disposal bags. Bags shall also be imprinted with U.S. Department of Transportation required markings.
- B. Provide 30 or 55 gallon capacity fiber or metal drums capable of being sealed air and water tight if lead waste has the potential to damage or puncture disposal bags. Affix lead caution labels on lids and at one-third points around drum circumference to assure ready identification.
- C. Containers and bags must be labeled with the names of the waste generator and the location at which the waste was generated.
- D. Labeled lead waste containers or bags shall not be used for non-lead waste or trash. Any material placed in labeled containers or bags, whether turned inside out or not shall be handled and disposed of as lead waste.

2.08 HEPA VACUUM EQUIPMENT

- A. All dry vacuuming performed under this contract shall be performed with High Efficiency Particulate Absolute (HEPA) filter equipped industrial vacuums conforming to ANSI Z9.2.
- B. Provide tools and specialized equipment including scraping nozzles with integral vacuum hoods connected to a HEPA vacuum with flexible hose.
- C. Approved Manufacturers:
 - 1. Hako Minuteman
 - Micro-Trap Inc.
 - 3. Control Resource Systems, Inc.

2.09 POWER TOOLS

A. Any power tools used to drill, cut into, or otherwise disturb lead material shall be equipped with HEPA filtered local exhaust ventilation.

2.10 POLYETHYLENE SHEETING

- A. All polyethylene (plastic) sheeting used on the Project (including but not limited to sheeting used for critical and isolation barriers, fixed objects, walls, floors, ceilings, waste container) shall be at least 6 mil fire-retardant sheeting.
- B. Decontamination enclosure systems shall utilize at least 6 mil opaque fire-retardant plastic sheeting. At least 2 layers of 6 mil reinforced fire-retardant plastic sheeting shall be used for the flooring.

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PART 3 - EXECUTION

3.01 GENERAL REQUIREMENTS

- A. Should the area beyond the Work Area(s) become contaminated with lead containing materials, immediately stop Work and institute emergency procedures. Contaminated non-Work Areas shall be isolated and decontaminated in accordance with procedures established for lead removal. All costs incurred in decontaminating such non-Work Areas and the contents thereof shall be borne by the Contractor, at no additional cost to the Owner.
- B. Medical approval, fit test reports, Worker Acknowledgments, and EPA certificates shall be on site prior to admittance of any Contractor's employees to the Work Area.
- C. Perform all lead removal Work using wet removal procedures. Mix and apply surfactant in accordance with manufacturers written instructions. Dry removal procedures are not permitted.
- D. The following documents shall be posted at the site at an approved location:
 - 1. Company license.
 - 2. Daily personal air monitoring results.
 - 3. Worker's EPA certificates (copies are acceptable provided Workers have original certificates in their possession).
 - 4. Medical records.
 - 5. Fit test reports.
 - 6. Project specifications.
 - 7. Project drawings.
 - 8. Notifications.
 - 9. Applicable regulations.
 - 10. Material Safety Data Sheets.
 - 11. Lead Work plan.
 - 12. List of emergency telephone numbers.
 - 13. Waste Disposal Log
- E. The Work Area must be vacated by building occupants prior to decontamination enclosure construction and Work Area preparation.

3.02 PERSONNEL DECONTAMINATION ENCLOSURE

- A. Provide a personnel decontamination enclosure contiguous to the Work Area, unless otherwise specified. The decontamination enclosure shall be attached to the Work Area and not located within it. If the decontamination chamber is accessible to the public it shall be fully framed and sheathed to prevent unauthorized entry. Alternately, a remote decontamination enclosure can be situated within 150 feet of the Work Area. Contamination enclosure requirements set forth in this part shall apply with the exception to Section 3.02.B. Access to the Work Area will not be directly through the decontamination enclosure.
- B. Access to the Work Area will be from the clean room through an air-lock to the shower, through an air lock to the equipment room then into the Work Area. Each airlock shall be a minimum of three feet from door to door.
- C. The decontamination enclosure ceiling and walls shall be covered with two layers of opaque 6 mil fire-retardant polyethylene sheeting. Two layers of 6 mil fire-retardant reinforced polyethylene sheeting shall be used to cover the floor.

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- D. Establish a triple layer of six mil fire-retardant polyethylene at the decontamination chamber doorways, weighted to insure a tight seal of the enclosure. Prior to establishing doorway seals move all required tools, scaffolding, and equipment into the Work Area.
- E. The entrance to the clean room shall have a lockable door. Provide suitable lockers for storage of Worker's street clothes. Storage for respirators along with replacement filters and disposable towels shall also be provided.
- F. Provide a temporary shower with individual hot and cold water supplies and faucets. Provide a sufficient supply of soap and shampoo. There shall be one shower for every six workers. The shower room shall be constructed in such a way so that travel through the shower chamber shall be through the shower. The shower shall not be able to be bypassed.
- G. Shower water shall be drained, collected and filtered through a system with at least a 5.0 micron particle size collection capability containing a series of several filters with progressively smaller pore sizes to avoid rapid clogging of the system. The filtered waste water shall then be collected in a non-corrosive container and disposed of as lead waste according to all applicable laws.
- H. The equipment room shall be used for the storage of tools and equipment. A labeled 6 mil plastic waste bag for collection of contaminated clothing shall be located in this room.
- I. The personal decontamination enclosure shall be cleaned and disinfected minimally at the end of each Work shift and as otherwise directed by the Lead Project Monitor.

3.03 WORK AREA ENTRY AND EXIT PROCEDURES

- A. Access to and from the Work Area is permitted only through the personnel decontamination enclosure.
- B. Workers shall sign the entry/exit log upon every entry and exit.
- C. The following procedures shall be followed when entering the Work Area:
 - 1. Before entering the Work Area, workers shall proceed to the clean room, remove all street clothes, and don protective clothing, equipment, and respirators. Two layer of protective clothing shall be required when a remote decontamination enclosure is being utilized.
 - 2. Workers shall proceed from the clean room through the shower room and the equipment room and into the Work Area.
- D. The following procedures shall be followed when exiting the Work Area:
 - 1. Before leaving the Work Area, gross lead contamination will be removed by wet cleaning and HEPA vacuuming. At least two wet cleanings shall be performed with separate cleaning solutions and rinse waters.
 - 2. In the equipment room, workers shall remove disposable clothing, but not respirators, and shall place clothing in plastic disposal bags for disposal as contaminated debris prior to entering the shower room. For remote decontamination enclosures, one layer of protective clothing shall be removed prior to exiting the Work Are air lock.
 - 3. Workers shall shower thoroughly while wearing respirators, then wash respirator with soap and water prior to removal. Disposal towels shall be provided as well as a 6 mil plastic disposal bag for the collection of the contaminated towels.
 - 4. Upon exiting the shower, workers shall don new disposable clothing if work shift is to continue or street clothes to exit area. Under no circumstances shall workers enter public non-Work Areas in disposable protective clothing.

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3.04 WORK AREA PREPARATION

- A. Danger signs shall be posted at all approaches to the Work Area. Post all emergency exits as emergency exits only on the Work Area side, post with caution signs on the non-Work Area side. Provide all non-Work Area stairs and corridors accessible to the Work Area with warning tapes at the base of stairs and beginning of corridors. Warning tapes shall be in addition to caution signs. The Work Area shall be considered to include the entire room in which the window or door being addressed is located and any exterior locations constructed to enable the activities.
- B. Shut down and lock out the building heating, ventilating, and air conditioning and electrical systems. Provide temporary electric power and lighting as specified herein.
- C. All surfaces and objects within the Work Area shall be pre-cleaned using HEPA vacuuming and/or wet-wiping methods. Dry sweeping and any other methods that raise dust shall be prohibited.
- D. Movable objects within the Work Area shall be HEPA vacuumed and/or wet-wiped and removed from the Work Area.
- E. Should a construction barrier be constructed at the window or door opening being addressed, Paragraph 3.05.K will not be required.
- F. All non-movable equipment in the Work Area shall be completely covered with 2 layers of fire-retardant polyethylene sheeting, at least 6 mil in thickness, and secured in place with duct tape and/or spray adhesive.
- G. Provide enclosure of the Work Area necessary to isolate it from unsealed areas of the building in accordance with the approved Work plan and as specified herein.
- H. Seal off all openings including but not limited to windows, diffusers, grills, electrical outlets and boxes, doors, floor drains, and any other penetrations of the Work Area enclosure, using 2 layers of at least 6 mil fire-retardant polyethylene sheeting to form a critical barrier.
- I. Provide temporary framing and sheathing at openings larger than 32 square feet, which form the limits of the Work Area. Sheathing thickness must be a minimum of 3/8 inch and all sheathing shall be caulked and the Work Area side sealed with two layers of 6 mil fire-retardant polyethylene sheeting to form an isolation barrier.
- J. Isolation barriers shall be installed at all elevator openings in the Work Area. Elevator controls shall be modified so that elevators bypass the Work Area.
- K. Provide two layers of 6 mil fire-retardant polyethylene sheeting over all floor, wall, and ceiling surfaces. Isolation barriers shall also be covered with two layers (for a total of four layers). Sheeting shall be secured with spray adhesive and then sealed with duct tape. All joints in polyethylene sheeting shall overlap 12" minimum. Note that floor sheeting does not eliminate dust clearance sampling of the floor area below the sheeting and/or sampling of the sheeting floor area. Failure of either type of dust clearance sampling requires additional cleaning of the Work Area by the Contractor at no additional expense to the Owner.
- L. Frame out emergency exits. Provide double layer 6 mil fire-retardant polyethylene sheeting and tape seal opening. Post as emergency exits only. Within the Work Area, mark the locations and directions of emergency exits throughout the Work Area using exit signs and/or duct tape.

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3.05 RENOVATION AND REMOLDING OF LEAD-BASED PAINT

- A. Renovation and Remolding shall be conducted in accordance with the Contract Documents and the approved Lead Work Plan.
- B. If Lead-based Paint surfaces need to be addressed then it should be accomplished with a low pressure, airless fine spray of surfactant to ensure full penetration prior to material removal. Re-wet material if it does not display evidence of saturation.
- C. One Worker shall continuously apply amended water while lead based paint is being removed.
- D. Removal of lead-based paint shall be accomplished through manual scrapping.
- E. Perform cutting, drilling, abrading, or any penetration or disturbance of lead containing material in a manner to minimize the dispersal of lead into the air. Use equipment and methods specifically designed to limit generation of airborne particles. All power operated tools used shall be provided with HEPA equipped filtered local exhaust ventilation.
- F. Upon removal of lead from the substrate, the newly exposed surfaces shall be HEPA vacuumed and/or wet cleaned. Surfaces must be thoroughly cleaned using necessary methods and any required solvents to completely remove any adhesive, mastic, etc. Wet and bag the debris as it is removed, using a 6 mil plastic disposable bag.
- G. All removed material shall be placed into 6 mil plastic disposal bags or other suitable container upon detachment from the substrate or whenever there is enough accumulation to fill a single bag or container. Maintain the surfaces of the Work Area free of accumulation of lead debris.
- H. Dust-tight enclosed inclined chutes shall be used for materials dropped from distances greater than 10 ft.
- I. Large components shall be wrapped in two layers of 6 mil polyethylene sheeting. Sharp components likely to tear disposal bags shall be placed in fiber drums or boxes and then wrapped with sheeting.
- J. Power or pressure washers will not be allowed to be used for lead-based paint removal or clean-up procedures.
- K. All construction and demolition debris determined by the Environmental Consultant to be contaminated with lead shall be handled and disposed of as lead waste.

3.06 EQUIPMENT AND WASTE CONTAINER DECONTAMINATION AND REMOVAL PROCEDURES

- A. External surfaces of contaminated containers and equipment shall be cleaned by wet cleaning and/or HEPA vacuuming in the Work Area before moving such items into the waste decontamination enclosure system airlock by persons assigned to this duty. The Work Area persons shall not enter the airlock. Large components may be moved directly to a waste container when a remote decontamination enclosure is being utilized. The component must be decontaminated within the work area and posse no health concerns when removed from the Work Area.
- B. The cleaned containers of lead material and equipment are to be dried of any excessive pooled or beaded liquid, placed in uncontaminated plastic bags or sheeting, as the item's physical characteristics demand, and sealed airtight.

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- C. Containers and equipment shall be moved from the work area and into a holding area by persons dressed in clean personal protective equipment, who have entered from uncontaminated areas.
- D. The cleaned containers of lead material and equipment shall be placed in water tight carts with doors or tops that shall be closed and secured. These carts shall be held in the holding area pending removal. The carts shall be wet cleaned and/or HEPA vacuumed at least once each day.
- E. The exit from the decontamination enclosure system shall be secured to prevent unauthorized entry.
- F. Where the waste removal enclosure is part of the personnel decontamination enclosure, waste removal shall not occur during shift changes or when otherwise occupied. Precautions shall be taken to prevent short circuiting and cycling of air outward through the shower and clean room.

3.07 WORK AREA DECONTAMINATION

A. Following completion of gross removal activities and after all accumulations of lead waste materials have been containerized, the following decontamination procedures shall be followed, unless otherwise specified.

B. Daily Cleaning:

- According to the HUD Guidelines, "A thorough cleanup of the entire area under active abatement should occur daily during the entire abatement process. This daily cleanup should consist of the following:
 - a. Large Debris:
 - 1) Large demolition-type debris (e.g., doors, windows, trim) should be wrapped in 6-mil plastic, sealed with tape, and moved to the area designated for trash storage on the property. Since lead-contaminated debris is a potentially hazardous waste, it should never be stored outside while awaiting removal/disposal. Consequently, an area inside the property must be designated as a temporary trash storage area, unless an approved container is to be located exterior to the building.

b. Small Debris:

Small debris should be collected by wet mopping or wet sweeping and disposed of properly. However, before any sweeping occurs, the affected surfaces should be sprayed with a fine mist of water, to keep surface dust from becoming airborne and potentially containing other areas of the property and lead workers. Dry sweeping is prohibited. The swept debris should be placed in double 4-mil or single 6-mil plastic bags, properly sealed, and moved to the designated trash storage area. Care should be taken not to overload trash bags, which otherwise may rupture or puncture during handling and transport.

c. Exterior Cleanup:

- Using a containment system should protect unabated areas potentially affected by exterior lead activities. Because weather can adversely affect the exterior of the containment, the surface plastic of the containment system should be removed at the end of each workday. On a daily basis, as well as during final cleanup, the immediate area should be examined visually to ensure that no lead debris has escaped containment. Any such debris should be raked or wept swept and placed in single 6-mil or double 4-mil plastic bags, which should then be sealed and stored along with other contaminated debris.
- 2) At the conclusion of the lead activities, a final cleanup must occur. This is a much more thorough process than the daily cleanup. Failure to perform an adequate final cleanup will result in failure to pass post-lead-dust clearance.

C. Preliminary Final Cleanup:

- 1. Before final cleanup can begin and before abated surfaces can be painted or sealed, the plastic sheeting used for containment must be removed. This contaminated plastic sheeting must be removed and disposed of very carefully. Removal should start with upper-level plastic, as applicable. The plastic should be sprayed or misted with water to hold down dust, and then folded in upon itself to trap any dust residues inside. Before removal of floor plastic, it should be sprayed and swept as detailed earlier in this chapter. It should be folded carefully from the corners/ends to the middle to trap any remaining lead dust and placed into double 4-mil or single 6-mil plastic bags that are then sealed and removed from the premises. As with daily cleanups, this plastic removal process requires the use of protective equipment, especially appropriate respirators. Plastic sheets used to isolate contaminated rooms from non-contaminated rooms should not be removed at this time. These sheets should remain until after the preliminary final cleanup/final cleanup is complete and satisfactory lead dust clearance results are obtained. Then the plastic sheets used to isolate contaminated rooms from non-contaminated rooms should be carefully removed as described above.
- 2. After the plastic has been removed from the contaminated area, the entire area should be HEPA-vacuumed as detailed in HUD Guidelines, Section 10.2.1, starting with the rooms farthest from the entrance to avoid retracking dust through the already-cleaned area. In each room, vacuuming should begin with the ceilings and proceed down the walls, making sure every surface is treated, including doors and door trim, windows, window sills, wells, and trim, baseboards, etc
- 3. The entire affected area should next be washed down with a TSP solution as detailed above and then it should be HEPA-vacuumed again using the steps already outlined. The contractor must not deviate from or skip any step. To do so could mean that hazardous levels of lead dust and residue could be embedded in the new paint and mobilized later when that paint deteriorates or is abraded.
- 4. Prior to and after isolation and critical barriers are removed, the Lead Project Monitor shall inspect the Work Area for cleanliness. If necessary, additional cleaning shall be performed by the Contractor as directed by the Lead Project Monitor.
- 5. As a result of any visual inspection by the Lead Project Monitor, the Contractor will clean or reclean the affected areas at no additional expense to the Owner.

D. Final Cleanup Procedures

- 1. The final clean-up procedures is as follows:
 - a. Remove the top layer of 6-mil poly and seal in bags or clean 6-mil poly.
 - b. Remove bags of poly and store in a secure area.
 - c. Vacuum all surfaces with a HEPA-equipped vacuum beginning with the ceiling and working down.
 - d. Wash all surfaces with TSP (trisodium phosphate) detergent.
 - e. Vacuum all surfaces a second time.
 - f. Wash all surfaces a second time.
 - g. Remove all contaminated equipment and material to secure storage area.
 - h. Removal final layer of poly, except isolation and critical barriers are to remain. Isolation and critical barriers are to be removed following satisfactory lead wipe clearance results.
 - i. Vacuum floors with HEPA-equipped vacuums.
 - j. Wash surfaces again with TSP.
 - k. Vacuum again.
 - I. Seal surfaces with paint, polyurethane, or wax.

E. Cleanup Confirmation (Lead Dust Clearance)

1. The LPM will be collection lead wipe samples to confirm the effectiveness of the cleanup activities. Lead-dust results shall be available within 24 hours of completing sampling. Following satisfactory reporting of the results, all isolation and critical barriers shall be

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- removed. Should results indicate lead-dust present at concentrations exceeding the acceptable guideline level, the Contractor will clean or reclean the affected areas at no additional expense to the Owner.
- 2. The established clearance level for dust-lead for floors is 10 micrograms per square foot (ug/ft2) and for window sills the clearance level is 100 micrograms per square foot (ug/ft2). This level has been established as part of Title 40 of the Code of Federal Regulations Part 745 (40 CFR Part 745). If the contractor should fail the wipe tests for lead dust clearance, the contractor shall pay for additional testing until clearance is obtained

3.08 RESTORATION OF UTILITIES, FIRESTOPPING, AND FINISHES

- A. After final clearance, remove locks and restore electrical and HVAC systems. All temporary power shall be disconnected, power lockouts removed and power restored. All temporary plumbing shall be removed.
- B. Finishes damaged by lead activities including, but not limited to, plaster/paint damage due to duct tape and spray adhesives, and floor tile lifted due to wet or humid conditions, shall be restored prior to final payment, unless the damaged surfaces are to be replaced during renovation activities.
 - 1. Finishes unable to be restored shall be replaced under this Contract.
 - 2. All foam and expandable foam products and materials used to seal Work Area openings shall be completely removed upon completion of lead activities.

PART 4 - DISPOSAL OF LEAD WASTE

4.01 APPLICABLE REGULATIONS

- A. All lead waste shall be stored, transported and disposed of in accordance with the following regulation(s) as a minimum:
 - 1. NYS DEC 6 NYCRR.

4.02 TRANSPORTATION AND DISPOSAL SITE

- A. The Contractor's Hauler and Disposal Site shall be approved by the Owner.
- B. The Contractor shall give twenty-four (24) hour notification prior to removing any waste from the site. Waste shall be removed from the site only during normal Working hours unless otherwise specified. No waste may be taken from the site unless the Environmental Consultant is present and authorizes the release of the waste as described herein.
- C. The Contractor shall have the Hauler provide the estimated date and time of arrival at the Disposal Site.
- D. Upon arrival at the Project Site, the Hauler must possess and present to the Environmental Consultant a valid New York State Department of Environmental Conservation Hauler's Permit. The Environmental Consultant may verify the authenticity of the hauler's permit with the proper authority.
- E. The Hauler, with the Contractor and the Environmental Consultant, shall inspect all material in the transport container prior to taking possession and signing the Waste Manifests.
- F. Unless specifically approved by the Owner, the Contractor shall not permit any off-site transfers of the waste or allow the waste to be transported or combined with any other off-site lead material. The Hauler must travel directly to the disposal site without unauthorized stops.

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4.03 WASTE STORAGE CONTAINERS

- A. All waste containers shall be fully enclosed and lockable (i.e. enclosed dumpster, trailer, etc.), open containers will not be permitted on-site (i.e. open dumpster with canvas cover, etc.).
- B. The Environmental Consultant shall verify that the waste storage container tags (license plates) match that listed on the New York State Department of Environmental Conservation permit. Any container not listed on the permit shall be removed from the site immediately.
- C. The container shall be plasticized and sealed with a minimum of one (1) layer of 6 mil polyethylene on the sides and two (2) layers of 6 mil polyethylene on the floor.
- D. While on-site, the container shall be labeled with EPA Danger signage:

DANGER CONTAINS LED AVOID CREATING DUST POISON HAZARD

- E. The New York State Department of Environmental Conservation Hauler's Permit number shall be stenciled on both sides and back of the container.
- F. Once the container is loaded at the site, the door(s) will be locked at all times.
- G. The container is not permitted to be loaded unless it is properly plasticized, has the appropriate danger signage affixed, and has the permit number appropriately stenciled on the container.
- H. Before the container is removed from the Project Site for transportation to the Disposal Site the locks shall be removed at the Disposal Site by the operator of the Disposal Facility and returned by the Disposal Facility to the Contractor.
 - 1. The Owner may initiate random checks at the Disposal Site to insure that the procedures outlined herein are complied with.

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section specifies the requirements for the detection and prevention of lead dust contamination of lead dust control work areas and areas adjacent to them, protection of workers, post-work cleaning, pre-disposal testing and appropriate disposal of removed material.
- B. Contractor shall refer to 29 CFR 1926.62 training awareness and handling Guidance of Lead Containing Materials (LCM).
- C. Contractor shall hold awareness Training and reference OSHA 29 CFR 1926.62 and 29 CFR 1910 in working with LCM for proper Housekeeping, Dust Mitigation Methods, Personal Protective Equipment, Disposal, etc. requirements in accordance with NYSDEC Regulations.

1.02 REFERENCES

- A. New York State Department of Environmental Conservation (DEC) 6NYCRR:
 - 1. Part 360 Solid Waste Management Facilities.
 - 2. Part 364 Waste Transporter Permits.
 - 3. Part 370 Hazardous Waste Management System-General.
 - 4. Part 371 Identification and Listing of Hazardous Wastes.
 - 5. Part 372 Hazardous Waste Manifest System and Related Standards for Generators, Transporters and Facilities.
 - 6. Part 373 Hazardous Waste Management Facilities.
- B. New York State Department of Transportation (DOT): Follow all regulations of 49CFR Part 100 through 199.
- C. Occupational Safety and Health Administration (OSHA): Lead Exposure in Construction: Interim Final Rule 29 CFR 1926.62.
- D. U.S. Department of Housing and Urban Development (HUD): Guidelines for evaluation and control of Lead based paint hazards: Title Ten of Housing and Community Act of 1992.
- E. U.S. Environmental Protection Agency (EPA): Resource Conservation and Recovery Act (RCRA) Section 3004 Hazardous and Solid Waste Amendments.
- F. U.S. Environmental Protection Agency (EPA): Toxicity Characteristics Leaching Procedure EPA Method 1311.

1.03 DEFINITIONS

- A. Authorized Personnel: Facility or the Owner's Representative, and all other personnel who are authorized officials of any regulating agency, be it State, Local, Federal or Private entity who possess legal authority for enforcement or inspection of the work.
- B. Containment: The enclosure within the building which establishes a contaminated area and surrounds the location where lead remediation is taking place and establishes a Lead Control Work Area.
- C. Clearance Criteria: Shall be determined and established by an independent testing lab hired by the Owner's Representative, conforming to all standards set forth by all authorities having jurisdiction, mentioned in the references, and issue the certification of cleaning. At a minimum no single sample shall have reading levels greater than the levels established by pre-work sampling and testing. Levels shall be recorded in mg/ft2.

- D. Fixed Object: Mechanical equipment, electrical equipment, fire detection systems, alarms, and all other fixed equipment, furniture, fixtures or other items which cannot be removed from the work area.
- E. HEPA: High Efficiency Particulate Absolute filtration efficiency of 99.97 percent down to 0.3 microns. Filtration provided on specialized vacuums and air filtration devices to trap particles.
- F. Lead Based Paint (LBP): Paints or other surface coatings that contain lead equal to or greater than 1.0 milligrams per square centimeter or 0.5 percent of lead by weight.
- G. Lead Dust Control Work Area: A cordoned off area with drop clothes or an enclosed area or structure with containment to prevent the spread of lead dust, paint chips, or debris from lead-containing paint disturbance operations.
- H. PPE: Personal Protective Equipment.

1.04 ABBREVIATIONS

- A. ASTM: American Society for Testing and Materials, 1916 Race Street, Philadelphia, PA 19103
- B. CFR: Code of Federal Regulations, Government Printing Office, Washington, DC 20402
- C. DOT: Department of Transportation, Main Office, 50 Wolf Road, Albany, NY 12232.
- D. NIOSH: National Institute for Occupational Safety and Health, Building J, N.E. Room 3007, Atlanta, Georgia 30333
- E. OSHA: Occupational Safety and Health Administration, 200 Constitution Avenue, Washington, DC 20210
- F. USEPA: United States Environmental Protection Agency, 401 M Street SW, Washington, DC 20460.

1.05 SUBMITTALS

- A. Quality Control Submittals:
 - 1. Worker' Qualifications: The persons removing lead containing/coated material and their Supervisors shall be personally experienced in this type of work and shall have been employed by a company with a minimum of one year experience in this type of work. Submit a copy of documentation of completion of current valid lead awareness certifications.
 - 2. Work Plan: Submit one copy of the work plan required under Quality Assurance Article.
 - 3. Waste Transporter Permit: One copy of transporter's current waste transporter permit.
- B. Operation and Maintenance Data: Submit air filtration unit operation and maintenance data and manufacturer's catalog sheets for the HEPA filter.
 - Provide an affidavit stating that the HEPA filters to be used for this project are new and unused.
- C. Contract Closeout Submittals:
 - 1. Assessment Report compiled by a testing lab certifying that the work area has lead concentrations below the levels specified under the cleaning criteria.
 - 2. Disposal Site Receipts: Copy of waste shipment record and disposal site receipt showing that the lead-containing materials have been properly disposed.

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1.06 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with the referenced standards.
- B. Pre-Work Conference: Before the Work of this Section is scheduled to commence, a conference will be held by the Owner's Representative at the Site with the contractor and the lead handling subcontractor (if any) for the purpose of reviewing the Contract Documents, discussing requirements for the Work, and reviewing the Work procedures.
- C. Lead-Containing Material Removal Work Plan: Before the physical Work begins, prepare a detailed lead-containing material removal work plan.
 - 1. The work plan shall include, but not be limited to, the location, size, and details of lead dust control work areas, sequencing of lead containing material handling, work procedures, types of equipment, crew size, and emergency procedures for fire and medical emergencies.

1.07 PROJECT CONDITIONS

- A. Shut-down of Air Handling System: Complete the Work of this Section within the time limitation allowed for shutdown of the air handling system serving the work area.
 - 1. The air handling system will not be restarted until approval of the post-work dust-wipe testing following the last cleaning.
- B. Cover and seal all fin-tube radiator covers, diffusers, duplex outlets, speakers, smoke and heat detectors, etc.
 - Prevent lead containing dust from entering hard to clean areas within the duct containment area.
 - 2. Items judged to be too difficult to protect may be disconnected, removed and replaced at contractor's option.
- C. Remove or encase all movable equipment in the work area with two layers of six mil fire retardant polyethylene sheeting.

1.08 HEALTH AND SAFETY

- A. Where in the performance of the work, workers, supervisory personnel or sub-contractors may encounter, disturb, or otherwise function in the immediate vicinity of contaminated items and materials, all personnel shall take appropriate continuous measures as necessary to protect all ancillary building occupants from the potential lead exposure.
 - 1. Such measures shall include the procedures and methods described herein and shall be in compliance with all applicable regulations of Federal, State and Local agencies.

1.09 FIRE PROTECTION, EMERGENCY EGRESS AND SECURITY

- A. Establish emergency and fire exits from the lead dust control work area containment. Provide first aid kits and two full sets of protective clothing and respirators for use by qualified emergency personnel outside of the work area.
- B. Provide a logbook throughout the entire term of the project. All persons who enter the regulated lead dust control work area or containment shall sign the logbook. Document any intrusion or incident in the log book.

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1.10 PERSONAL PROTECTIVE CLOTHING AND EQUIPMENT

- A. Workers must wear protective suits, protective gloves, eye protection and a minimum of half-face respirator with HEPA filter cartridge for all projects. Respiratory protection shall be in accordance with OSHA regulation 29 CFR 1910.134 and ANSI Z88.2.
- B. Workers must be trained, have medical clearance and must have recently received pulmonary function test (PFT) and respirator fit tested by a trained professional.
 - 1. A personal air sampling program shall be in place as required by OSHA.
 - 2. The use of respirators must also follow a complete respiratory protection program as specified by OSHA.

PART 2 - PRODUCTS

2.01 RESPIRATORS

A. Type: Approved by the Mine Safety and Health Administration (MSHA), Department of Labor, or the National Institute for Occupational Safety and Health (NIOSH), Department of Health and Human Services.

2.02 VACUUM CLEANERS

A. Type: Vacuums equipped with HEPA filters.

2.03 PLASTIC SHEETS

- A. Type: Minimum 6 mil., clear, fire retardant polyethylene sheets.
- B. Floor Protective Layer: Minimum 10 mil., reinforced polyethylene sheets.

2.04 DISPOSAL BAGS

A. Type: Minimum 6 mil thick, clear polyethylene bags with preprinted Caution Label.

2.05 EQUIPMENT

- A. Temporary lighting, heating, hot water heating units, ground fault interrupters, and all other equipment on site shall be UL listed and shall be safe, proper, and sufficient for the purpose intended.
- B. All electrical equipment shall be in compliance with the National Electric Code, Article 305 Temporary Wiring.

PART 3 - EXECUTION

3.01 PRE-WORK TESTING

- A. Testing: The Owner's Representative will employ the services of an independent testing laboratory to perform the pre-work testing within the lead dust control work area and the areas adjacent to the lead dust control work area.
 - The testing lab will be New York State Department of Health, Environmental Laboratory Accreditation Program (NYS ELAP).

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3.02 EMPLOYEE PROTECTION

A. Comply with all applicable Occupational Safety and Health Administration (OSHA) Requirements.

3.03 LEAD-CONTAINING/COATED MATERIAL HANDLING AND DISPOSAL

A. Handle and dispose of lead-containing materials in accordance with OSHA 1926.62 and the approved lead-containing material work plan. Use procedures and equipment required to limit occupational and environmental exposure to lead when material containing or coated with lead containing paint is handled and disposed of in accordance with referenced standards.

3.04 POST-WORK TESTING

- A. Testing: The Owner will employ the services of an independent testing laboratory to perform the post-work testing within the lead dust control work area and the areas adjacent to the lead dust control work area.
 - The testing lab will be New York State Department of Health, Environmental Laboratory Accreditation Program (NYS ELAP).

3.05 MULTIPLE WORK LOCATIONS

- A. The first two locations encountered shall be utilized to develop a method for an acceptable baseline approach for the lead dust control area, pre work wipe samples, employee protection, work method, post work wipe samples, cleaning criteria and disposal.
 - 1. Once an acceptable method is developed and verified by the independent testing lab employed by the Owner, subsequent testing shall not be required.
 - 2. Do not change the methodology of the verified work plan during the course of the entire project.

3.06 PRE-DISPOSAL TESTING

- A. Prior to disposal, test the removed materials for toxicity in accordance with EPA Method 1311, Toxicity Characteristic Leaching Procedure (TCLP).
 - Test results indicating a value greater than 5 ppm lead classifies the removed material as Hazardous Waste.
 - 2. Approved landfill for Lead Coated C&D to follow NYS landfill requirements including but not limited to, all NYS DEC disposal regulations.

3.07 DISPOSAL OF LEAD-CONTAINING/COATED MATERIAL AND RELATED DEBRIS

- A. Transport and dispose of lead-containing material classified as Hazardous Waste in accordance with the standards referenced in Part 1 of this Section.
- B. Transport and dispose of lead-containing material classified as Non- Hazardous Waste in accordance with the standards referenced in Part 1 of this Section.

3.08 RESTORATION

- A. Remove temporary decontamination facilities and restore area designated for these facilities to its original condition or better.
- B. Where existing construction is damaged or contaminated during the course of performing this project, restore area to its condition or better.

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END OF SECTION

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. The contractor and competent worker(s) shall be certified as a US EPA RRP Firm and follow guidelines in 40 CFR Chapter I Subchapter R Part 745 Subpart E "Residential Property Renovation" of this pre-1978 target home. Work shall also be in accordance with lead work practices 29 CFR 1910 for PPE & 29 CFR 1926 for all painted surfaces. The inspection and this protocol was limited to conditions observed on May 8, 2020. These include:
 - 1. White Paint on Wood Windows Interior/Exterior Frames and Sashes.

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B. Upon completion of the work the US EPA RRP certified firm shall perform and provide a self-certification cleaning verification card as described in the RRP guidelines. The owner and owner agents shall not be held liable for any work deviating from the guidelines as outlined within the USEPA RRP - 40 CFR Chapter I Subchapter R Part 745 Subpart E "Residential Property Renovation" requirements and federal OSHA 1910 and 1929 work procedures. This shall include but not limited to PPE protection and safety measures for worker protection and cleaning verification upon work completion.

1.02 INFORMATION DISTRIBUTION REQUIREMENTS AS A PART OF 40 CFR 745.84

- A. Renovations in dwelling units. No more than 60 days before beginning renovation activities in any residential dwelling unit of target housing, the firm performing the renovation must:
 - 1. Provide the owner of the unit with the pamphlet, and comply with one of the following:
 - a. Obtain, from the owner, a written acknowledgment that the owner has received the pamphlet.
 - b. Obtain a certificate of mailing at least 7 days prior to the renovation.
 - 2. In addition to the requirements in paragraph (a)(1) of this section, if the owner does not occupy the dwelling unit, provide an adult occupant of the unit with the pamphlet, and comply with one of the following:
 - a. Obtain, from the adult occupant, a written acknowledgment that the occupant has received the pamphlet; or certify in writing that a pamphlet has been delivered to the dwelling and that the firm performing the renovation has been unsuccessful in obtaining a written acknowledgment from an adult occupant. Such certification must include the address of the unit undergoing renovation, the date and method of delivery of the pamphlet, names of the persons delivering the pamphlet, reason for lack of acknowledgment (e.g., occupant refuses to sign, no adult occupant available), the signature of a representative of the firm performing the renovation, and the date of signature.
 - b. Obtain a certificate of mailing at least 7 days prior to the renovation.
- B. Renovations in common areas. No more than 60 days before beginning renovation activities in common areas of multi-unit target housing, the firm performing the renovation must:
 - 1. Provide the owner with the pamphlet, and comply with one of the following:
 - a. Obtain, from the owner, a written acknowledgment that the owner has received the pamphlet.
 - b. Obtain a certificate of mailing at least 7 days prior to the renovation.
 - 2. Comply with one of the following:
 - a. Notify in writing, or ensure written notification of, each affected unit and make the pamphlet available upon request prior to the start of renovation. Such notification shall be accomplished by distributing written notice to each affected unit. The notice shall describe the general nature and locations of the planned renovation activities; the expected starting and ending dates; and a statement of how the occupant can obtain the pamphlet and a copy of the records required by §745.86(c) and (d), at no cost to the occupants, or

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- b. While the renovation is ongoing, post informational signs describing the general nature and locations of the renovation and the anticipated completion date. These signs must be posted in areas where they are likely to be seen by the occupants of all of the affected units. The signs must be accompanied by a posted copy of the pamphlet or information on how interested occupants can review a copy of the pamphlet or obtain a copy from the renovation firm at no cost to occupants. The signs must also include information on how interested occupants can review a copy of the records required by §745.86(c) and (d) or obtain a copy from the renovation firm at no cost to the occupants.
- 3. Prepare, sign, and date a statement describing the steps performed to notify all occupants of the intended renovation activities and to provide the pamphlet.
- 4. If the scope, locations, or expected starting and ending dates of the planned renovation activities change after the initial notification, and the firm provided written initial notification to each affected unit, the firm performing the renovation must provide further written notification to the owners and occupants providing revised information on the ongoing or planned activities. This subsequent notification must be provided before the firm performing the renovation initiates work beyond that which was described in the original notice.
- C. Renovations in child-occupied facilities. No more than 60 days before beginning renovation activities in any child-occupied facility, the firm performing the renovation must:
 - 1. Provide the owner of the building with the pamphlet, and comply with one of the following:
 - a. Obtain, from the owner, a written acknowledgment that the owner has received the pamphlet.
 - b. Obtain a certificate of mailing at least 7 days prior to the renovation.
 - 2. If the child-occupied facility is not the owner of the building, provide an adult representative of the child-occupied facility with the pamphlet, and comply with one of the following:
 - a. Obtain, from the adult representative, a written acknowledgment that the adult representative has received the pamphlet; or certify in writing that a pamphlet has been delivered to the facility and that the firm performing the renovation has been unsuccessful in obtaining a written acknowledgment from an adult representative. Such certification must include the address of the child-occupied facility undergoing renovation, the date and method of delivery of the pamphlet, names of the persons delivering the pamphlet, reason for lack of acknowledgment (e.g., representative refuses to sign), the signature of a representative of the firm performing the renovation, and the date of signature.
 - b. Obtain a certificate of mailing at least 7 days prior to the renovation.
 - 3. Provide the parents and guardians of children using the child-occupied facility with the pamphlet, information describing the general nature and locations of the renovation and the anticipated completion date, and information on how interested parents or guardians of children frequenting the child-occupied facility can review a copy of the records required by §745.86(c) and (d) or obtain a copy from the renovation firm at no cost to the occupants by complying with one of the following:
 - a. Mail or hand-deliver the pamphlet and the renovation information to each parent or guardian of a child using the child-occupied facility.
 - b. While the renovation is ongoing, post informational signs describing the general nature and locations of the renovation and the anticipated completion date. These signs must be posted in areas where they can be seen by the parents or guardians of the children frequenting the child-occupied facility. The signs must be accompanied by a posted copy of the pamphlet or information on how interested parents or guardians of children frequenting the child-occupied facility can review a copy of the pamphlet or obtain a copy from the renovation firm at no cost to the parents or guardians. The signs must also include information on how interested parents or guardians of children frequenting the child-occupied facility can review a copy of the records required by §745.86(c) and (d) or obtain a copy from the renovation firm at no cost to the parents or guardians.

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- 4. The renovation firm must prepare, sign, and date a statement describing the steps performed to notify all parents and guardians of the intended renovation activities and to provide the pamphlet.
- D. Written acknowledgment. The written acknowledgments required by paragraphs of this section must:
 - (1) Include a statement recording the owner or occupant's name and acknowledging receipt of the pamphlet prior to the start of renovation, the address of the unit undergoing renovation, the signature of the owner or occupant as applicable, and the date of signature.
 - 2. (2) Be either a separate sheet or part of any written contract or service agreement for the renovation.
 - 3. (3) Be written in the same language as the text of the contract or agreement for the renovation or, in the case of non-owner occupied target housing, in the same language as the lease or rental agreement or the pamphlet.

1.03 WORK PRACTICE STANDARDS AS A PART OF 40 CFR 745.85

- A. Standards for renovation activities. Renovations must be performed by certified firms using certified renovators as directed in §745.89. The responsibilities of certified firms are set forth in §745.89(d) and the responsibilities of certified renovators are set forth in §745.90(b).
 - 1. Occupant protection. Firms must post signs clearly defining the work area and warning occupants and other persons not involved in renovation activities to remain outside of the work area. To the extent practicable, these signs must be in the primary language of the occupants. These signs must be posted before beginning the renovation and must remain in place and readable until the renovation and the post-renovation cleaning verification have been completed. If warning signs have been posted in accordance with 24 CFR 35.1345(b)(2) or 29 CFR 1926.62(m), additional signs are not required by this section.
 - 2. Containing the work area. Before beginning the renovation, the firm must isolate the work area so that no dust or debris leaves the work area while the renovation is being performed. In addition, the firm must maintain the integrity of the containment by ensuring that any plastic or other impermeable materials are not torn or displaced, and taking any other steps necessary to ensure that no dust or debris leaves the work area while the renovation is being performed. The firm must also ensure that containment is installed in such a manner that it does not interfere with occupant and worker egress in an emergency.
 - a. Interior renovations. The firm must:
 - 1) Remove all objects from the work area, including furniture, rugs, and window coverings, or cover them with plastic sheeting or other impermeable material with all seams and edges taped or otherwise sealed.
 - 2) Close and cover all ducts opening in the work area with taped-down plastic sheeting or other impermeable material.
 - 3) Close windows and doors in the work area. Doors must be covered with plastic sheeting or other impermeable material. Doors used as an entrance to the work area must be covered with plastic sheeting or other impermeable material in a manner that allows workers to pass through while confining dust and debris to the work area.
 - 4) Cover the floor surface, including installed carpet, with taped-down plastic sheeting or other impermeable material in the work area 6 feet beyond the perimeter of surfaces undergoing renovation or a sufficient distance to contain the dust, whichever is greater. Floor containment measures may stop at the edge of the vertical barrier when using a vertical containment system consisting of impermeable barriers that extend from the floor to the ceiling and are tightly sealed at joints with the floor, ceiling and walls.

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- 5) Use precautions to ensure that all personnel, tools, and other items, including the exteriors of containers of waste, are free of dust and debris before leaving the work area.
- b. Exterior renovations. The firm must:
 - 1) Close all doors and windows within 20 feet of the renovation. On multi-story buildings, close all doors and windows within 20 feet of the renovation on the same floor as the renovation, and close all doors and windows on all floors below that are the same horizontal distance from the renovation.
 - 2) Ensure that doors within the work area that will be used while the job is being performed are covered with plastic sheeting or other impermeable material in a manner that allows workers to pass through while confining dust and debris to the work area.
 - 3) Cover the ground with plastic sheeting or other disposable impermeable material extending 10 feet beyond the perimeter of surfaces undergoing renovation or a sufficient distance to collect falling paint debris, whichever is greater, unless the property line prevents 10 feet of such ground covering. Ground containment measures may stop at the edge of the vertical barrier when using a vertical containment system.
 - 4) If the renovation will affect surfaces within 10 feet of the property line, the renovation firm must erect vertical containment or equivalent extra precautions in containing the work area to ensure that dust and debris from the renovation does not contaminate adjacent buildings or migrate to adjacent properties. Vertical containment or equivalent extra precautions in containing the work area may also be necessary in other situations in order to prevent contamination of other buildings, other areas of the property, or adjacent buildings or properties.
- 3. Prohibited and restricted practices. The work practices listed below are prohibited or restricted during a renovation as follows:
 - a. Open-flame burning or torching of painted surfaces is prohibited.
 - b. The use of machines designed to remove paint or other surface coatings through high speed operation such as sanding, grinding, power planing, needle gun, abrasive blasting, or sandblasting, is prohibited on painted surfaces unless such machines have shrouds or containment systems and are equipped with a HEPA vacuum attachment to collect dust and debris at the point of generation. Machines must be operated so that no visible dust or release of air occurs outside the shroud or containment system.
 - c. Operating a heat gun on painted surfaces is permitted only at temperatures below 1,100 degrees Fahrenheit.
- 4. Waste from renovations.
 - a. Waste from renovation activities must be contained to prevent releases of dust and debris before the waste is removed from the work area for storage or disposal. If a chute is used to remove waste from the work area, it must be covered.
 - b. At the conclusion of each work day and at the conclusion of the renovation, waste that has been collected from renovation activities must be stored under containment, in an enclosure, or behind a barrier that prevents release of dust and debris out of the work area and prevents access to dust and debris.
 - c. When the firm transports waste from renovation activities, the firm must contain the waste to prevent release of dust and debris.
- 5. Cleaning the work area. After the renovation has been completed, the firm must clean the work area until no dust, debris or residue remains.
 - a. Interior and exterior renovations. The firm must:
 - 1) Collect all paint chips and debris and, without dispersing any of it, seal this material in a heavy-duty bag.
 - 2) Remove the protective sheeting. Mist the sheeting before folding it, fold the dirty side inward, and either tape shut to seal or seal in heavy-duty bags. Sheeting used to isolate contaminated rooms from non-contaminated rooms must remain

- in place until after the cleaning and removal of other sheeting. Dispose of the sheeting as waste.
- b. Additional cleaning for interior renovations. The firm must clean all objects and surfaces in the work area and within 2 feet of the work area in the following manner, cleaning from higher to lower:
 - 1) Walls. Clean walls starting at the ceiling and working down to the floor by either vacuuming with a HEPA vacuum or wiping with a damp cloth.
 - 2) Remaining surfaces. Thoroughly vacuum all remaining surfaces and objects in the work area, including furniture and fixtures, with a HEPA vacuum. The HEPA vacuum must be equipped with a beater bar when vacuuming carpets and rugs.
 - Wipe all remaining surfaces and objects in the work area, except for carpeted or upholstered surfaces, with a damp cloth. Mop uncarpeted floors thoroughly, using a mopping method that keeps the wash water separate from the rinse water, such as the 2-bucket mopping method, or using a wet mopping system.
- B. Standards for post-renovation cleaning verification
 - 1. (1) Interiors
 - a. A certified renovator must perform a visual inspection to determine whether dust, debris or residue is still present. If dust, debris or residue is present, these conditions must be removed by re-cleaning and another visual inspection must be performed.
 - b. After a successful visual inspection, a certified renovator must:
 - 1) Verify that each windowsill in the work area has been adequately cleaned, using the following procedure.
 - (a) Wipe the windowsill with a wet disposable cleaning cloth that is damp to the touch. If the cloth matches or is lighter than the cleaning verification card, the windowsill has been adequately cleaned.
 - (b) If the cloth does not match and is darker than the cleaning verification card, re-clean the windowsill as directed in paragraphs (a)(5)(ii)(B) and (a)(5)(ii)(C) of this section, then either use a new cloth or fold the used cloth in such a way that an unused surface is exposed, and wipe the surface again. If the cloth matches or is lighter than the cleaning verification card, that windowsill has been adequately cleaned.
 - (c) If the cloth does not match and is darker than the cleaning verification card, wait for 1 hour or until the surface has dried completely, whichever is longer.
 - (d) After waiting for the windowsill to dry, wipe the windowsill with a dry disposable cleaning cloth. After this wipe, the windowsill has been adequately cleaned.
 - Wipe uncarpeted floors and countertops within the work area with a wet disposable cleaning cloth. Floors must be wiped using an application device with a long handle and a head to which the cloth is attached. The cloth must remain damp at all times while it is being used to wipe the surface for post-renovation cleaning verification. If the surface within the work area is greater than 40 square feet, the surface within the work area must be divided into roughly equal sections that are each less than 40 square feet. Wipe each such section separately with a new wet disposable cleaning cloth. If the cloth used to wipe each section of the surface within the work area matches the cleaning verification card, the surface has been adequately cleaned. If the cloth used to wipe a particular surface section does not match the cleaning verification card, re-clean that section of the surface as directed in paragraphs (a)(5)(ii)(B) and (a)(5)(ii)(C) of this section, then use a new wet disposable cleaning cloth to wipe that section again. If the cloth matches the cleaning verification card, that section of the surface has been adequately cleaned. If the cloth used to wipe a particular surface section does not match the cleaning verification card after the surface has been re-cleaned, wait for 1 hour or until the entire surface within the work area has dried completely, whichever is longer. After waiting for the entire surface within the work area to dry, wipe each section of the surface that has not yet achieved

post-renovation cleaning verification with a dry disposable cleaning cloth. After this wipe, that section of the surface has been adequately cleaned.

- (a) If the cloth used to wipe a particular surface section does not match the cleaning verification card, re-clean that section of the surface as directed in paragraphs (a)(5)(ii)(B) and (a)(5)(ii)(C) of this section, then use a new wet disposable cleaning cloth to wipe that section again. If the cloth matches the cleaning verification card, that section of the surface has been adequately cleaned.
- (b) If the cloth used to wipe a particular surface section does not match the cleaning verification card after the surface has been re-cleaned, wait for 1 hour or until the entire surface within the work area has dried completely, whichever is longer.
- (c) After waiting for the entire surface within the work area to dry, wipe each section of the surface that has not yet achieved post-renovation cleaning verification with a dry disposable cleaning cloth. After this wipe, that section of the surface has been adequately cleaned.
- c. When the work area passes the post-renovation cleaning verification, remove the warning signs.
- 2. Exteriors. A certified renovator must perform a visual inspection to determine whether dust, debris or residue is still present on surfaces in and below the work area, including windowsills and the ground. If dust, debris or residue is present, these conditions must be eliminated, and another visual inspection must be performed. When the area passes the visual inspection, remove the warning signs.
- C. Optional dust clearance testing. Cleaning verification need not be performed if the contract between the renovation firm and the person contracting for the renovation or another Federal, State, Territorial, Tribal, or local law or regulation requires:
 - 1. The renovation firm to perform dust clearance sampling at the conclusion of a renovation covered by this subpart.
 - 2. The dust clearance samples are required to be collected by a certified inspector, risk assessor or dust sampling technician.
 - a. The established clearance level for dust-lead for floors is 10 micrograms per square foot (ug/ft2) and for window sills the clearance level is 100 micrograms per square foot (ug/ft2). This level has been established as part of Title 40 of the Code of Federal Regulations Part 745 (40 CFR Part 745). If the contractor should fail the wipe tests for lead dust clearance, the contractor shall pay for additional testing until clearance is obtained. (CHECK WITH LOCAL NYC LAWS FOR EXCEPTIONS)
 - The renovation firm is required to re-clean the work area until the dust clearance sample results are below the clearance standards in §745.227(e)(8) or any applicable State, Territorial, Tribal, or local standard.
- D. Activities conducted after post-renovation cleaning verification. Activities that do not disturb paint, such as applying paint to walls that have already been prepared, are not regulated by this subpart if they are conducted after post-renovation cleaning verification has been performed.

1.04 RECORDKEEPING AND REPORTING REQUIREMENTS AS A PART OF 40 CFR 745.86

- A. Firms performing renovations must retain and, if requested, make available to EPA all records necessary to demonstrate compliance with this subpart for a period of 3 years following completion of the renovation. This 3-year retention requirement does not supersede longer obligations required by other provisions for retaining the same documentation, including any applicable State or Tribal laws or regulations.
- B. Records that must be retained pursuant to paragraph (a) of this section shall include (where applicable):

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- Records or reports certifying that a determination had been made that lead-based paint was not present on the components affected by the renovation, as described in §745.82(a). These records or reports include:
 - a. Reports prepared by a certified inspector or certified risk assessor (certified pursuant to either Federal regulations at §745.226 or an EPA-authorized State or Tribal certification program).
 - b. Records prepared by a certified renovator after using EPA-recognized test kits, including an identification of the manufacturer and model of any test kits used, a description of the components that were tested including their locations, and the result of each test kit used.
 - c. Records prepared by a certified renovator after collecting paint chip samples, including a description of the components that were tested including their locations, the name and address of the NLLAP-recognized entity performing the analysis, and the results for each sample.
- 2. Signed and dated acknowledgments of receipt as described in \$745.84(a)(1)(i), (a)(2)(i), (b)(1)(i), (c)(1)(i)(A), and (c)(1)(i)(A).
- 3. Certifications of attempted delivery as described in §745.84(a)(2)(i) and (c)(1)(ii)(A).
- 4. Certificates of mailing as described in §745.84(a)(1)(ii), (a)(2)(ii), (b)(1)(ii), (c)(1)(i)(B), and (c)(1)(ii)(B).
- 5. Records of notification activities performed regarding common area renovations, as described in §745.84(b)(3) and (b)(4), and renovations in child-occupied facilities, as described in §745.84(c)(2).
- 6. Documentation of compliance with the requirements of §745.85, including documentation that a certified renovator was assigned to the project, that the certified renovator provided on-the-job training for workers used on the project, that the certified renovator performed or directed workers who performed all of the tasks described in §745.85(a), and that the certified renovator performed the post-renovation cleaning verification described in §745.85(b). If the renovation firm was unable to comply with all of the requirements of this rule due to an emergency as defined in §745.82, the firm must document the nature of the emergency and the provisions of the rule that were not followed. This documentation must include a copy of the certified renovator's training certificate, and a certification by the certified renovator assigned to the project that:
 - a. Training was provided to workers (topics must be identified for each worker).
 - b. Warning signs were posted at the entrances to the work area.
 - c. If test kits were used, that the specified brand of kits was used at the specified locations and that the results were as specified.
 - d. The work area was contained by:
 - Removing or covering all objects in the work area (interiors).
 - 2) Closing and covering all HVAC ducts in the work area (interiors).
 - 3) Closing all windows in the work area (interiors) or closing all windows in and within 20 feet of the work area (exteriors).
 - 4) Closing and sealing all doors in the work area (interiors) or closing and sealing all doors in and within 20 feet of the work area (exteriors).
 - 5) Covering doors in the work area that were being used to allow passage but prevent spread of dust.
 - 6) Covering the floor surface, including installed carpet, with taped-down plastic sheeting or other impermeable material in the work area 6 feet beyond the perimeter of surfaces undergoing renovation or a sufficient distance to contain the dust, whichever is greater (interiors) or covering the ground with plastic sheeting or other disposable impermeable material anchored to the building extending 10 feet beyond the perimeter of surfaces undergoing renovation or a sufficient distance to collect falling paint debris, whichever is greater, unless the property line prevents 10 feet of such ground covering, weighted down by heavy objects (exteriors).

- 7) Installing (if necessary) vertical containment to prevent migration of dust and debris to adjacent property (exteriors).
 - (a) If paint chip samples were collected, that the samples were collected at the specified locations, that the specified NLLAP-recognized laboratory analyzed the samples, and that the results were as specified.
- e. Waste was contained on-site and while being transported off-site.
- f. The work area was properly cleaned after the renovation by:
 - 1) Picking up all chips and debris, misting protective sheeting, folding it dirty side inward, and taping it for removal.
 - 2) Cleaning the work area surfaces and objects using a HEPA vacuum and/or wet cloths or mops (interiors).
- g. The certified renovator performed the post-renovation cleaning verification (the results of which must be briefly described, including the number of wet and dry cloths used).

C. Final Closeout

- 1. When the final invoice for the renovation is delivered or within 30 days of the completion of the renovation, whichever is earlier, the renovation firm must provide information pertaining to compliance with this subpart to the following persons:
 - a. The owner of the building; and, if different,
 - b. An adult occupant of the residential dwelling, if the renovation took place within a residential dwelling, or an adult representative of the child-occupied facility, if the renovation took place within a child-occupied facility.
- 2. When performing renovations in common areas of multi-unit target housing, renovation firms must post the information required by this subpart or instructions on how interested occupants can obtain a copy of this information. This information must be posted in areas where it is likely to be seen by the occupants of all of the affected units.
- 3. The information required to be provided by paragraph (c) of this section may be provided by completing the sample form titled "Sample Renovation Recordkeeping Checklist" or a similar form containing the test kit information required by §745.86(b)(1)(ii) and the training and work practice compliance information required by §745.86(b)(6).

D. Additional

- 1. The established clearance level for dust-lead for floors is 10 micrograms per square foot (ug/ft2) and for window sills the clearance level is 100 micrograms per square foot (ug/ft2). This level has been established as part of Title 40 of the Code of Federal Regulations Part 745 (40 CFR Part 745). If the contractor should fail the wipe tests for lead dust clearance, the contractor shall pay for additional testing until clearance is obtained.
- 2. If dust clearance sampling is performed in lieu of cleaning verification as permitted by §745.85(c), the renovation firm must provide, when the final invoice for the renovation is delivered or within 30 days of the completion of the renovation, whichever is earlier, a copy of the dust sampling report to:
 - a. The owner of the building; and, if different,
 - b. An adult occupant of the residential dwelling, if the renovation took place within a residential dwelling, or an adult representative of the child-occupied facility, if the renovation took place within a child-occupied facility.
 - c. When performing renovations in common areas of multi-unit target housing, renovation firms must post these dust sampling reports or information on how interested occupants of the housing being renovated can obtain a copy of the report. This information must be posted in areas where they are likely to be seen by the occupants of all of the affected units.

1.05 ENFORCEMENT AND US EPA INSPECTIONS.

A. Failure or refusal to comply with any provision of this subpart is a violation of TSCA section 409 (15 U.S.C. 2689).

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- B. Failure or refusal to establish and maintain records or to make available or permit access to or copying of records, as required by this subpart, is a violation of TSCA sections 15 and 409 (15 U.S.C. 2614 and 2689).
- C. Failure or refusal to permit entry or inspection as required by 40 CFR 745.87 and TSCA section 11 (15 U.S.C. 2610) is a violation of sections 15 and 409 (15 U.S.C. 2614 and 2689).
- D. Violators may be subject to civil and criminal sanctions pursuant to TSCA section 16 (15 U.S.C. 2615) for each violation.
- E. Lead-based paint is assumed to be present at renovations covered by this subpart. EPA may conduct inspections and issue subpoenas pursuant to the provisions of TSCA section 11 (15 U.S.C. 2610) to ensure compliance with this subpart.

1.06 DEFINITIONS

- A. PPE Personal Protection Equipment
- B. OSHA Federal Occupational Safety and Health Administration
- Administrator means the Administrator of the Environmental Protection Agency.
- D. Child-occupied facility means a building, or portion of a building, constructed prior to 1978, visited regularly by the same child, under 6 years of age, on at least two different days within any week (Sunday through Saturday period), provided that each day's visit lasts at least 3 hours and the combined weekly visits last at least 6 hours, and the combined annual visits last at least 60 hours. Child-occupied facilities may include, but are not limited to, day care centers, preschools and kindergarten classrooms. Child-occupied facilities may be located in target housing or in public or commercial buildings. With respect to common areas in public or commercial buildings that contain child-occupied facilities, the child-occupied facility encompasses only those common areas that are routinely used by children under age 6, such as restrooms and cafeterias. Common areas that children under age 6 only pass through, such as hallways, stairways, and garages are not included. In addition, with respect to exteriors of public or commercial buildings that contain child-occupied facilities, the child-occupied facility encompasses only the exterior sides of the building that are immediately adjacent to the child-occupied facility or the common areas routinely used by children under age 6.
- E. Cleaning verification card means a card developed and distributed, or otherwise approved, by EPA for the purpose of determining, through comparison of wet and dry disposable cleaning cloths with the card, whether post-renovation cleaning has been properly completed.
- F. Component or building component means specific design or structural elements or fixtures of a building or residential dwelling that are distinguished from each other by form, function, and location. These include, but are not limited to, interior components such as: Ceilings, crown molding, walls, chair rails, doors, door trim, floors, fireplaces, radiators and other heating units, shelves, shelf supports, stair treads, stair risers, stair stringers, newel posts, railing caps, balustrades, windows and trim (including sashes, window heads, jambs, sills or stools and troughs), built in cabinets, columns, beams, bathroom vanities, counter tops, and air conditioners; and exterior components such as: Painted roofing, chimneys, flashing, gutters and downspouts, ceilings, soffits, fascias, rake boards, cornerboards, bulkheads, doors and door trim, fences, floors, joists, lattice work, railings and railing caps, siding, handrails, stair risers and treads, stair stringers, columns, balustrades, windowsills or stools and troughs, casings, sashes and wells, and air conditioners.

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- G. Dry disposable cleaning cloth means a commercially available dry, electrostatically charged, white disposable cloth designed to be used for cleaning hard surfaces such as uncarpeted floors or counter tops.
- H. Firm means a company, partnership, corporation, sole proprietorship or individual doing business, association, or other business entity; a Federal, State, Tribal, or local government agency; or a nonprofit organization.
- I. HEPA vacuum means a vacuum cleaner which has been designed with a high-efficiency particulate air (HEPA) filter as the last filtration stage. A HEPA filter is a filter that is capable of capturing particulates of 0.3 microns with 99.97% efficiency. The vacuum cleaner must be designed so that all the air drawn into the machine is expelled through the HEPA filter with none of the air leaking past it. HEPA vacuums must be operated and maintained in accordance with the manufacturer's instructions.
- J. Interim controls means a set of measures designed to temporarily reduce human exposure or likely exposure to lead-based paint hazards, including specialized cleaning, repairs, maintenance, painting, temporary containment, ongoing monitoring of lead-based paint hazards or potential hazards, and the establishment and operation of management and resident education programs.
- K. Minor repair and maintenance activities are activities, including minor heating, ventilation or air conditioning work, electrical work, and plumbing, that disrupt 6 square feet or less of painted surface per room for interior activities or 20 square feet or less of painted surface for exterior activities where none of the work practices prohibited or restricted by §745.85(a)(3) are used and where the work does not involve window replacement or demolition of painted surface areas. When removing painted components, or portions of painted components, the entire surface area removed is the amount of painted surface disturbed. Jobs, other than emergency renovations, performed in the same room within the same 30 days must be considered the same job for the purpose of determining whether the job is a minor repair and maintenance activity.
- Painted surface means a component surface covered in whole or in part with paint or other surface coatings.
- M. Pamphlet means the EPA pamphlet titled Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools developed under section 406(a) of TSCA for use in complying with section 406(b) of TSCA, or any State or Tribal pamphlet approved by EPA pursuant to 40 CFR 745.326 that is developed for the same purpose. This includes reproductions of the pamphlet when copied in full and without revision or deletion of material from the pamphlet (except for the addition or revision of State or local sources of information). Before December 22, 2008, the term "pamphlet" also means any pamphlet developed by EPA under section 406(a) of TSCA or any State or Tribal pamphlet approved by EPA pursuant to §745.326.
- N. Person means any natural or judicial person including any individual, corporation, partnership, or association; any Indian Tribe, State, or political subdivision thereof; any interstate body; and any department, agency, or instrumentality of the Federal Government.
- O. Recognized test kit means a commercially available kit recognized by EPA under §745.88 as being capable of allowing a user to determine the presence of lead at levels equal to or in excess of 1.0 milligrams per square centimeter, or more than 0.5% lead by weight, in a paint chip, paint powder, or painted surface.
- P. Renovation means the modification of any existing structure, or portion thereof, that results in the disturbance of painted surfaces, unless that activity is performed as part of an abatement as

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defined by this part (40 CFR 745.223). The term renovation includes (but is not limited to): The removal, modification or repair of painted surfaces or painted components (e.g., modification of painted doors, surface restoration, window repair, surface preparation activity (such as sanding, scraping, or other such activities that may generate paint dust)); the removal of building components (e.g., walls, ceilings, plumbing, windows); weatherization projects (e.g., cutting holes in painted surfaces to install blown-in insulation or to gain access to attics, planing thresholds to install weather-stripping), and interim controls that disturb painted surfaces. A renovation performed for the purpose of converting a building, or part of a building, into target housing or a child-occupied facility is a renovation under this subpart. The term renovation does not include minor repair and maintenance activities.

- Q. Renovator means an individual who either performs or directs workers who perform renovations. A certified renovator is a renovator who has successfully completed a renovator course accredited by EPA or an EPA-authorized State or Tribal program.
- R. Training hour means at least 50 minutes of actual learning, including, but not limited to, time devoted to lecture, learning activities, small group activities, demonstrations, evaluations, and hands-on experience.
- S. Wet disposable cleaning cloth means a commercially available, pre-moistened white disposable cloth designed to be used for cleaning hard surfaces such as uncarpeted floors or counter tops.
- T. Vertical containment means a vertical barrier consisting of plastic sheeting or other impermeable material over scaffolding or a rigid frame, or an equivalent system of containing the work area. Vertical containment is required for some exterior renovations, but it may be used on any renovation.
- U. Wet mopping system means a device with the following characteristics: A long handle, a mop head designed to be used with disposable absorbent cleaning pads, a reservoir for cleaning solution, and a built-in mechanism for distributing or spraying the cleaning solution onto a floor, or a method of equivalent efficacy.
- V. Work area means the area that the certified renovator establishes to contain the dust and debris generated by a renovation.

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

- A. The Work to be performed under this Contract includes the utilization of removal methods and containment systems, as required, that will eliminate or minimize the risk of worker and community exposure to lead dust/debris generated during painting or any other activity that causes surfaces which may contain lead to be disturbed, as well as disposal requirements which conform to all applicable Federal, State and local laws and regulations.
- B. All painted surfaces and metal sheathed cables shall be considered as lead containing, therefore, any disturbance to these surfaces shall be treated as a potential lead hazard to workers in accordance with 29 CFR 1926.62 Lead Exposure in Construction.
- C. The Contractor shall ensure that all paint chips that are dislodged from adjacent surfaces, as a result of their construction activities, are properly contained, collected, and stored in accordance with this specification. Activities which require paint to be removed prior to operations, such as rivet busting, saw cutting and bolting/unbolting will also require specific containment as per this specification when performing those activities.
- D. Those activities, which will require the work to be done in accordance with this specification include, and their exact containment requirements are listed in Table 1.

1.02 REGULATORY REQUIREMENTS

A. The Contractor and all Subcontractors shall comply with all requirements found in the Occupational Safety and Health Administration's (OSHA) Lead Exposure In Construction Standard 29 CFR Part 1926.62. The Authority may audit the Contractor's and Subcontractor's compliance with 29 CFR 1926.62. The items which may be audited include, but are not limited to, respiratory fit testing results, personal air monitoring results, and depersonalized medical records and blood testing results, as applicable to worker lead exposure.

The Contractor and all Subcontractors shall perform an employee exposure assessment in accordance with OSHA 29 CFR 1926.62 (d) for each lead disturbance activity on the project. Results of the employee exposure assessment shall be submitted to the Engineer for review. The exposure assessment shall include the following: description and location of work activities, type of removal tools utilized, the type of substrate from which paint was disturbed (concrete, steel, etc.), laboratory chain of custody, laboratory results, 8 Hour Time Weighted Average (TWA) calculations.

- B. The contractor and all Subcontractors involved in the work shall possess all permits and/or licenses required under the Toxic Substance Control Act (TSCA), the Resource Conservation and Recovery Act (RCRA), as well as any other Federal, State or local requirements, for the removal, repackaging, transportation, and disposal of lead containing materials.
- C. All lead containing materials, found to be hazardous waste in accordance paragraph 3.0 G of this specification, removed hereunder shall be lawfully treated and disposed of by the Contractor at an Environmental Protection Agency (EPA) approved Treatment, Storage, and Disposal (TSD) Facility, in accordance with all applicable Federal, State and Local laws and regulations, including the New York State Department of Environmental Conservation regulations (6 NYCRR 370-374).
- D. All lead containing materials and other items removed hereunder, found to be hazardous waste, including but not limited to, spent solvent and used brushes and rollers, shall be disposed of by the Contractor within ninety (90) days after the generation start date from each site. The Contractor shall provide, at the time of disposal of lead containing materials and other

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hazardous waste, completed shipping documents which contain the information required under 6 NYCRR part 372 (hereinafter the "manifest").

- 1. Item 1 on the manifest, Generator's US EPA Identification Number, shall be obtained form the Authority's Environmental Engineering Division.
- 2. Item 3 of the manifest shall be completed with telephone number (800) 233-4377.
- 3. The following information shall be included in Item 5 on the manifest:

Generator's Name and Mailing Address:

New York City Transit
Office of System Safety (CPM) Contract #
2 Broadway – Room A27.64
New York, New York 10004

- Generator's Site Address: the address of the Authority facility from which the materials are removed.
- b. Generator's Phone: (646) 252-5777.
- c. Copies of all parts of the manifest, which are to be returned to New York City Transit as the generator, shall be sent to "Generator's Name and Mailing Address" above.
- d. Item 14 of the manifest "Special Handling Instructions and Additional Information" shall list the Contract Number.
- e. The Land Disposal Restriction (LDR) Form shall accompany the manifest.
- E. The Contractor shall provide Certificates of Destruction or Certificates of Disposal which certify that the lead containing materials have been properly disposed of within one year from the date the waste was removed from the job site. Such Certificates shall include references to the manifest for the original shipment from Authority property and the final shipment to the ultimate treatment or disposal site, as well as the address and the EPA identification number for the generator facility. The Authority reserves the right to inspect and verify quantities of lead containing waste materials removed.
- F. All TSD Facilities and transporters that the Contractor intends to use to treat and/or transport and dispose of lead containing materials hereunder shall be approved for use by the Authority prior to any removal from the Work Site. The Authority may inspect the premises of the Contractor, transporters hired by the contractor and TSD Facility at any time prior to or subsequent to the award of this Contract.
- G. Should the TSD Facility have violated any environmental regulation which would result in any regulatory enforcement action or should other problems arise regarding the TSD Facility that would require the return of lead containing waste to the Contractor or the Authority, the Contractor shall:
 - 1. Immediately notify the Authority in writing of such situation, and
 - Make provisions for the lawful storage of the lead containing materials, at no additional
 expense to the Contracting Party or the Authority, until an alternate TSD Facility can be
 located by the Contractor and approved by the Authority.

1.03 GENERAL INFORMATION AND REQUIREMENTS

- A. The Contractor shall give all notices and make all reports and comply with all laws, ordinances, rules and regulations applicable to the Work.
- B. The Contractor shall have a competent person, who has extensive training (i.e., at a minimum C3/C5 SSPC certified and refreshed on an annual basis) and experience in identifying occupational hazards associated with the removal/disturbance of lead containing materials, onsite at all times during the Work and shall ensure that all employees, including Subcontractors, are trained and experienced in the work of preparing and removing and

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- disposing of the lead containing materials which they shall perform under this Contract. All employees shall be knowledgeable in the pertinent environmental regulations and in personal protection and other safety procedures.
- C. All operations requiring the disturbance/removal of lead containing materials, but not limited to those shown in Table 1 herein, shall be performed per the most current SSPC (Steel Structures Painting Council) Containment requirements, or as superseded by Authority Procedures/Policy. The material that make up the containment shall be water impermeable and air impenetrable. Chemical resistant containment material shall be used if chemical strippers are utilized.
- D. At the qualification hearing, the Contractor shall submit a written certification that all documents and permits required will be submitted prior to start of work.
- E. At least one month prior to the proposed date of lead containing material removal/disturbance, the Contractor shall supply the following documents for the Engineer's approval:
 - 1. Written site/task specific work plan that will describe the method and procedure for the removal/disturbance and disposal of all lead containing materials. This plan shall address the control measures that will be used to prevent the release of lead containing materials outside the work area. The location of the temporary storage area where the Contractor plans to store the waste while it is being accumulated shall be included in the procedure.
 - 2. A schedule, including dates and times, of when the lead paint removal/disturbance activities will take place
 - Written Lead Health and Safety Plan (LHASP), which shall include Contractor's OSHA Compliance Plan and Contingency/Emergency Response Notification plan to the closest fire house, police precinct, hospital, and New York City Department of Environmental Protection for each location where work will take place in accordance with 6 NYCRR 373 3.4 (d). Proof of submittal shall be submitted to the Engineer.
 - 4. Written OSHA personal air monitoring program that is in compliance with 29 CFR 1926.62 (d).
 - 5. Documentation showing that all employees involved with the removal/disturbance of lead containing materials have completed training as stipulated in 29 CFR 1926.62. In addition to lead training, hazardous waste training is required for all workers involved with the handling of hazardous wastes generated on the project in accordance with 6 NYCRR 373 3.2(g).
 - 6. Chain of Command for Contractor and all Subcontractors involved with lead paint removal/disturbance activities. It shall include office, beeper and/or cellular telephone numbers of the owners, project managers, and site supervisors of each company.
 - 7. Material Safety Data Sheets (MSDS) and Product Data Sheets for chemical strippers and/or any other chemicals to be used as part of the lead paint removal/disturbance work. These products shall be approved by the Engineer prior to their use.
 - 8. A letter from the transporting company listing the states it will be traveling through to get to the TSD Facility and Valid Hazardous Waste Haulers Permits for each of those states. The letter shall also include a statement that the transporter is authorized to transport hazardous waste to the TSD Facility selected by the Contractor.
 - 9. Valid Hazardous Waste Treatment, Storage, and Disposal Facility Permits and letter from TSD stating it is authorized to accept the hazardous wastes generated form the project, has the capacity to accept such hazardous wastes, and will assure the ultimate disposal method is followed.
 - 10. A draft copy of a Land Disposal Restriction Form (LDR).
 - 11. Valid Testing Laboratory Certification New York State Department of Health Environmental Laboratory Approval Program (ELAP).

The Contractor shall revise and resubmit the LHASP and site specific work plan as often as necessary to address the comments of the Engineer.

- F. Upon Authority approval, the Engineer will provide an original signed Placard for Disturbance and Disposal of Lead Containing Materials. No removal/disturbance and disposal activities shall take place without this signed Placard prominently posted at the work site. All activities involving the removal/disturbance of lead containing materials shall cease upon expiration of the Placard; work cannot resume until a request for a placard extension has been submitted to the Engineer and approved by the Authority. In addition to the Placard, the Contractor shall post warning signs at each entrance way to the work area. All Contractors and/or Subcontractors performing work in accordance with this
 - 1. specification shall be listed on the placard.
- G. The Contractor shall segregate the waste generated form the Project. Separate storage drums shall be used for each of the following wastes: 1) lead paint chips/debris, 2) protective clothing, 3) containment material, and 4) wastewater from personal hygiene and removal activities. Prior to disposal of the containment material and disposable protective work clothing, the Contractor shall submit for approval of the Engineer certified lab analysis, for each of these waste streams, using the Toxicity Characteristic Leaching Procedure (TCLP) for RCRA metals, for determination as to whether this material is to be transported and disposed of as Hazardous Waste. Paint chips will be assumed to be a Hazardous Waste and therefore shall be transported and disposed of as such. Wastewater shall be tested for total RCRA metals first. If results are below the level that classifies the wastewater as hazardous then no further testing is required. If results are equal to or greater than the threshold levels that cause a waste to be classified as hazardous than TCLP testing shall be performed. Wastewater shall be either disposed of off-site or discharged into the City sewer system in accordance with NYC DEP requirements. Written Authorization by NYCDEP for discharge of wastewater into the city sewer system shall be provided to the Engineer prior to discharge.
- H. Spent solvent and used brushes/rollers and rags saturated with paints that have Flash Points less than 140°F shall be stores and disposed of as hazardous waste in accordance with this specification.
- I. Waste metal components which have lead based coatings are exempt by the New York State Department of Environmental Conservation from hazardous waste regulations and shall be recycled as scrap metal. The Contractor shall inform in writing scrap metal recyclers that will be receiving non-hazardous metal waste coated with lead paint. The Contractor shall submit a copy of this document, along with a letter from the scrap metal recycler stating that they will accept the scrap metal and a copy of their operating permit to the Engineer for approval.
- J. Non-Metal construction materials to be removed and disposed of with lead containing paint still attached, shall be considered non-hazardous Construction and Demolition debris.
- K. Metal sheath covering for cables shall be recycled as scrap metal or discarded, as C&D debris. Recycling shall be the preferred method of waste management.

1.04 TEMPORARY STORAGE

A. Material storage on Authority property, including but not limited to, paint chips, containment material, protective work clothing, used brushes and rollers, wastewater, and spent solvent, stored in properly labeled, non-leaking 55 gallon drums, shall be limited to no more than 90 days from the generation start date. The drums shall be stored in a secure location on NYCT property where the waste was generated or on the street directly above or below the work area where the waste was generated from. Storage areas outdoors shall have a roof to protect the drums from the elements. Drums shall be stored on pallets and drums containing liquids shall be stored in a secondary containment device. All drums that hold containment material and protective clothing shall be tested (sampled on Authority property) by a certified laboratory using the Toxicity Characteristic Leaching Procedure (TCLP) to determine if the material is to be

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transported and disposed of as Hazardous Waste. Drums containing paint chips do not need to be sampled; the paint chips shall be assumed a hazardous waste and shall be transported and disposed of as such.

- B. The Contractor shall inspect the Hazardous Waste Storage area at least once a week while hazardous waste is being stored in accordance with 6 NYCRR Subpart 373-3. The inspections shall be document in a log book. The storage of liquid hazardous waste shall not exceed 165 gallons at any one time.
- C. All hazardous waste shall be removed form Authority property and delivered directly to the approved TSD Facility within 90 days of the generation start date. No hazardous waste shall be moved by the Contractor from its original site to any other Authority site without express written permission from the Authority.
- D. All Hazardous Waste Drums which are being temporarily stored on Authority property shall be labeled by the Contractor as to the start date of generation, contents of drum and Contract Number and name of facility.
- E. Interim storage of lead containing materials pending determination of Hazardous Waste designation and subsequent disposal shall be at a hazardous waste storage facility approved by the USEPA and approved, in advance, by the Authority. No change in storage facilities shall be made without written permission of the Authority.
- F. All Construction and Demolition debris shall be removed by the Contractor within sixty (60) days of the generation start date.

1.05 TRANSPORTATION REQUIREMENTS

- A. A hazardous waste transporter permit and manifests are required as per Article 27, Title 3 of the New York State Environmental Conservation Law and 6 NYCRR Parts 364 and 372, regulations administered by the New York State Department of Environmental Conservation. The manifest shall be prepared by the Contractor and will be complied with, as well as State regulations.
- B. The lead containing materials shall be transported directly to the approved TSD Facility.
- C. The vehicle transporting the lead containing waste materials shall comply with the latest USDOT Hazardous Materials Transportation Regulations, as well as State regulations.
- D. All Construction and Demolition debris shall be in accordance with all federal, state and local regulations.

1.06 EQUIPMENT

- A. Contractor shall furnish all tools, personnel, equipment, safety devices, and spill prevention and clean-up materials as required for the Work to be performed and for the removal/disturbance and disposal of lead containing waste. This shall include, but is not limited to, industrial vacuum cleaning equipment, equipped with HEPA filters capable of removing paint waste, and providing personal protective equipment to all personnel who will enter the work area or who will be in contact with hazardous waste. The Contractor is also required to provide protective equipment to persons outside of their employment who may be required to visit the Work Site.
- B. Contractor shall furnish all containers, specialty items, and labels required for the disposal of lead containing materials.

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1.07 CLEAN UP PROCEDURES

- A. Prior to the start of any disturbance of lead containing material, the Contractor shall clean the Work Site of all visible signs of paint chips and/or other lead contaminated material. On elevated structures the Contractor shall clean the street and sidewalks directly below the work area prior to the start of work.
- B. The Contractor shall clean the Work Site periodically during the work shift and at the end of the work day to prevent excessive buildup of lead containing debris. Work Site cleaning shall be accomplished by using a vacuum equipped with HEPA filters. A "wet-sweeping" technique which involves the thorough wetting of the lead debris prior to sweeping may be used only where vacuuming has been tried and found not to be effective. DRY SWEEPING IS STRICTLY PROHIBITED.
- C. The lead containing material shall be transported to the designated hazardous waste storage area as per all applicable Federal, State and local laws, regulations and guidelines. HEPA vacuums shall also be used to vacuum up any spillage of materials which may occur.

1.08 RECORD KEEPING REQUIREMENTS

- A. The Contractor shall keep the following documents on site for the duration of the project:
 - 1. Copies of all sampling and OSHA personnel exposure assessment results.
 - 2. All training records as per 6 NYCRR 373-3.2(g)(4).
 - 3. Records documenting weekly hazardous waste storage inspections.

Table 1 – Typical Lead Disturbance/Removal Activities and Containment Requirements

| Lead Paint Removal/Disturbance Activity Manual Wet Scraping | Minimum Containment Requirements 3P |
|--|--|
| Power Tools with shroud and HEPA Vacuum attachment | 3P |
| Chemical Strippers | 3C |
| Demolition of painted surface (steel, concrete, wallboard, plaster) | 3P |
| Rivet Busting | 3P |
| Torch Cutting, Open Flame Burning or Welding (visible paint must be removed 6 inches from cut line on both sides of steel prior to hot work operation) | Fire Retardant Ground Tarp |
| Saw Cutting (tape & cut method) | 3P* |
| Bolting/Unbolting | 3P* |
| Drilling | 3P* |
| Scarification (including tiles) | 3P |
| Cable Splicing/ Soldering/Cutting/Removal | 3P |

^{*}For these operations, 3P containment may be waved by the Authority if miniscule paint Disturbance is observed and below requirements are followed:

The Contractor and all Subcontractors shall be required to follow the following procedure during the beginning of saw cutting, bolting/unbolting, and drilling operations:

1. The Contractor shall perform an employee exposure assessment as required by section 2.0 (A) of this specification.

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- 2. During the period that the employee exposure assessment is being conducted, the Contractor shall treat his employees as if they would be exposed above the Action Level (30ug/m3) and implement protective measures. These measures include, but are not limited to, providing their workers with training, respiratory protection, protective work clothing, and hygiene facilities. In addition to worker protection requirements, the Contractor shall be required to erect a 3P containment system around the work area that will consist of vertical and horizontal barriers.
- 3. Within four (4) days after conducting the employee assessment, the Contractor shall submit to the Engineer a detailed report of the personal air monitoring results for review.
- 4. If the personal air monitoring results indicate lead levels that exceed 30ug/m3, the contractor will be required to follow all provisions of this specification. If personal air monitoring results do not exceed 30ug/m3, the containment required will be reduced to a horizontal barrier (i.e., ground tarp, caution tape). The area at which the disturbance is taking place must be cordoned off from the public.
- 5. The Contractor shall be responsible to ensure that all fugitive dust, debris, and/or paint chips resulting from the drilling activities are properly collected and disposed.

The Engineer may require the Contractor to use additional containment if it is determined that excessive amounts of dust/debris is generated during these operations. Additional containment can be one or more of the following; a free hanging tarpaulin, an attached HEPA vacuum shroud, or an on-site HEPA vacuum to collect any wayward chips.

Submittal Approvals

| Item No. | Paragraph No. | Submittal | Approval By |
|-------------|------------------|---|-------------|
| 1 | 12L 3.0 E | Site Specific Work Plan For Removal/Disturbance & Disposal | Engineer |
| 2 | 12L 3.0 E | Lead Health & Safety Plan (LHASP) | Engineer |
| 3 | 12L 3.0 E | Emergency Response/Contingency Plan | Engineer |
| 4 | 12L 3.0 E | Documentation of Employee Training | Engineer |
| 5 | 12L 3.0 E | OSHA Personal Air Monitoring Program | Engineer |
| 6 | 12L 3.0 E | Chain of Command For Contractor & Subcontractors | Engineer |
| 7 | 12L 3.0 E | Material Safety Data Sheets & Product data Sheets | Engineer |
| 8 | 12L 3.0 E | Valid Hazardous Waste Transporter Permit | Engineer |
| 9 | 12L 3.0 E | Valid Hazardous Waste TSD Permit | Engineer |
| 10 | 12L 3.0 E | Draft Land Disposal Restriction Form (LDR) | Engineer |
| 11 | 12L 3.0 G | Certified Laboratory Analysis (TCLP) – (Hazardous Waste Determination) | Engineer |
| 12 | 12L 3.0 G | Wastewater RCRA metal lab results | Engineer |
| 13 | 12L 3.0 G | NYCDEP Written Authorization to Discharge Wastewater in City Sewer System | Engineer |

END OF SECTION

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

A. This specification covers the identification and disposal of hazardous waste, and related hazardous materials. Products shall be as follows or as directed by the Owner and or their representative. Installation procedures shall be in accordance with the product manufacturer's recommendations. Demolition and removal of materials shall be as required to support the work.

B. Special Wastes:

- Asbestos-Containing Materials (ACM): ACM is regulated by EPA TSCA Rules, NY Code Rule 56 and OSHA standards, and is not Hazardous Waste.
- 2. PCB Bulk Waste and non-liquid PCB materials (NLPCB): Window caulk and other caulk may contain NLPCB; if so, when disposed these materials are EPA-regulated PCB Bulk Waste under TSCA, and are NYS hazardous waste. PCB light ballasts are also to be disposed of as NYS Hazardous Waste. See Section 028400 for work involving PCB Containing Materials.
- C. Scope of Work:

1

1.02 DEFINITIONS

- A. Hazardous waste shall be any materials to be disposed that possess at least one of four characteristics, ignitibility, corrosivity, reactivity or toxicity, as defined and regulated by the Resource Conservation and Recovery Act (RCRA) and applicable state and federal regulations, or a material specifically identified as hazardous waste by applicable Federal or State lists, in 40 CFR 261 or 6 NYCRR 371.
- B. A Conditionally Exempt Small Quantity Generator (CESQG) of hazardous waste shall be a waste handler who generates no more than 100 kilograms per month of listed and/or characteristic hazardous waste, generates no more than 1 kilogram of acute hazardous waste in any calendar month, and stores no more than 1000 kilograms of listed and/or characteristic hazardous waste or more than 1 kilogram of acutely hazardous waste.
- C. A Small Quantity Generator (SQG) of hazardous waste shall be a waste handler who generates no more than 1000 kilograms per month of listed and/or characteristic hazardous waste, generates no more than 1 kilogram of acute hazardous waste per month, and stores no more than 6000 kilograms of listed and/or characteristic hazardous waste or more than 1 kilogram of acutely hazardous waste.
- D. Large Quantity Generator (LQG) of hazardous waste shall be a waste handler who generates more than 1000 kilograms per month of listed and/or characteristic hazardous waste, generates more than 1 kilogram of acute hazardous waste per month, or stores more than 6000 kilograms of hazardous waste or 1 kilogram of acutely hazardous waste.
- E. The Owner's Consultant: The Owner shall provide a third-party consultant to provide pre-work assessments, project monitoring assessments for the construction procedures for the work area and surrounding areas and final clearance assessments. The Contractor shall be responsible for the worker protection requirements.

1.03 SUBMITTALS

A. Before start of work: At the pre-construction meeting, the Contractor shall submit the following to the Owner's Representative for review:

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- 1. Copy of State or local license for hazardous waste hauler.
- 2. Certificate of at least one on-site supervisor which has satisfactorily completed the OSHA 40 hour Health and Safety course for handling hazardous waste and spills.*
- 3. Certificates of workers, which have successfully completed the OSHA 40-Hour Health and Safety Course for Hazardous Waste and spills.*
- 4. List of the employees scheduled to perform this work.
- 5. Schedule of start and finish times and dates for this work.
- 6. The name, address and EPA ID No. of the disposal facility where these waste materials are to be received. Include contact person, a copy of the facility permit and telephone number.
- 7. The facility permit must identify the waste material(s) to be received, and must be accompanied by a statement that the facility has the capacity and authority to accept the waste. Land Disposal Restriction (LDR) forms must also be provided.
- 8. Material Safety Data Sheet (MSDS) for all materials to be removed.
- 9. If the Contractor introduces any chemical into the work environment, a MSDS for that chemical must be presented to the Owner's Representative prior to use.
- 10. Transporter must have notified the EPA and/or other appropriate local government agency in advance of its intentions to transport hazardous materials and, if applicable, receive an identification number. The transporter shall submit a copy of the NYS DEC Part 364 Permit, for review.
- 11. Health and Safety/Contingency Plan for material handling and emergency procedures.
- 12. Certification for medical examinations.
- 13. Respiratory protection program.
- 14. Project Plan: Provide a description of the methods, procedures and materials to be used in performing the work and handling all hazardous wastes. Also provide a schedule identifying specific work areas and duration. The schedules will be utilized to schedule facility and third party consultant requirements.
- 15. Waste Sampling Plan: Provide a sampling plan that describes all samples to be taken and the parameters to be analyzed, as well as the laboratory providing the services; or provide another basis for identification of the waste, such as an MSDS.
- B. Do not start work until submittals are returned with the Owner's Representative stamp indicating that the submittal is returned for unrestricted use.

1.04 REGULATORY REQUIREMENTS

- A. All activities related to the work shall be conducted in compliance with all applicable laws, regulations, and requirements which may include, but not be limited to, the United States Environmental Protection Agency (US EPA), United States Department of Transportation (US DOT), Resource Conservation and Recovery Act (RCRA), Toxic Substances Control Act (TSCA), Occupational Safety and Health Administration (OSHA), New York State Department of Environmental Conservation (NYS DEC), and Local AHJ.
- B. The Contractor is required to secure and maintain all required regulatory permits necessary to perform all aspects of the work.
- C. The Contractor shall containerize and store waste in accordance with all applicable regulations. All containers are to be appropriately marked/labeled.

PART 2 PRODUCTS

2.01 MATERIALS

A. Drums: Recovery or salvage drums acceptable for disposal of hazardous waste. Prior approval of drums is required. Drums or containers must meet the required OSHA, EPA (40 CFR Parts

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- 260-264 and 300), and DOT Regulations (49 CFR Parts 171-178). Use of damaged containers shall not be allowed.
- B. Labels: As required by the EPA and OSHA for handling, transportation, and disposal of hazardous waste.
- C. Absorbent Material: Clay, soil or any commercially available absorbent used for the purpose of absorbing hazardous or potentially hazardous materials.

PART 3 EXECUTION

3.01 EXECUTION

- A. All waste shall be stored, handled, transported and disposed of in accordance with all federal, state and local guidelines and regulations. The Contractor is to obtain all permits, licenses, etc., which are necessary for the storing, transporting and disposing of hazardous waste. The Contractor shall develop all applicable manifests, Profile Sheets, Land Ban Forms and any other documentation and co-ordinate with the Owner regarding proper signatures. The Contractor may be required to notify the EPA of the hazardous waste activities, and obtain an EPA identification number specifically for the project, if one is not available.
- B. The Contractor shall identify and classify the hazardous waste generated through the performance of the work as per the governing regulations, and in accordance with the Waste Sampling Plan submittal from Section 1.1 above. The Contractor shall conduct the required sampling and chemical analysis for handling, storing, transporting and disposing of the hazardous waste.
- C. The Contractor is responsible for securing appropriate treatment or disposal for the waste streams at a permitted TSDF, in compliance with all requirements, and for obtaining a copy of the waste manifest as executed by the TSDF. If the manifest is not returned within the required time, the contractor shall notify the Owner and the NYS DEC, and initiate an investigation as required.
- D. Transporters shall maintain waste manifest and shipment record forms. All transporters are required to obtain and maintain NYS DEC Part 364 Waste Transporter permit and, if applicable, a NYC Fire Department permit for transporting flammables. The Part 364 Permit shall have the license plate number of the vehicle, the expiration date of the permit, the type of waste the hauler can take and the treatment, storage and disposal (TSD) facility to which the hauler can take the waste. The transporter must also have all applicable, current waste transportation permits for states where proposed disposal facility is located.
- E. The Contractor shall supply all required placard and labeling, and shall have an appropriately trained individual to prepare and sign the hazardous waste manifest, as the DOT shipper.
- F. The Contractor shall furnish all certified copies of manifests (interim storage and final disposal) within regulatory requirements. Within 30 days from the acceptance of the waste by the disposal facility, the Contractor shall provide the Owner with Certificate of Disposal documents, as a requirement for final payment.
- G. Unless directed otherwise, the Contractor shall file the annual report and fee report if applicable for the hazardous waste shipped, and provide closure notification to EPA and DEC immediately upon completion of the work.
 - *HAZWOPER Training is not required if the waste is PCB Bulk waste alone, but OSHA HAZCOM and TSCA training are still required

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END OF SECTION

SECTION 028700 - REMOVAL AND DISPOSAL OF UNIVERSAL WASTE AND FLUORESCENT LAMPS ${f H2M}$

PART 1 GENERAL

1.01 DESCRIPTION OF WORK

- A. This specification covers the removal and disposal of Universal waste, including fluorescent lamps, high-intensity discharge (HID) lamps, mercury thermostats and switches, batteries and pesticides (not PCB lighting ballasts). Removed or replaced mercury thermostats shall be recycled as per current NYS DEC regulations, instead of disposal as Universal Waste. Demolition and removal of materials shall be as required to support the work.
- B. Scope: Hazardous Materials Report performed by H2M architects + engineers dated 07/13/2022 consisting of 107 pages. Please see drawings H-100 and H-101 in this project related to Universal Waste.

1.02 SUBMITTALS

- A. Before Start of Work: Submit the following to the Owner's Representative for review. Do not start work until these submittals are returned with Owner's Representative's approval.
 - 1. Copy of State or local license for hazardous waste hauler;
 - 2. Certification of at least one on-site supervisor which has satisfactorily completed the OSHA 40 Hour Health and Safety Course for Handling Hazardous Materials;
 - 3. Certificates of workers which have successfully completed at least the OSHA 40-Hour Health and Safety Course for Hazardous Materials;
 - 4. Certificates of workers which have successfully completed the required employee training for universal waste or appropriate type of training to the type of wastes being managed;
 - 5. Schedule of start and finish times and dates for this work;
 - 6. Name and address of the universal waste handler or a destination facility where the waste materials is to be treated, deposited or recycled in accordance with all regulatory requirements (include contact person and telephone numbers), if the universal waste meets the definition of hazardous waste, the name and address of the hazardous waste treatment, storage and disposal (TSD) facility, the name and address of the mercury thermostat recycling collection site;
 - 7. Material Safety Data Sheets for all materials requiring removal;
 - 8. If Contractor introduces any chemical into the work environmental, a MSDS for that chemical is required before use;
 - 9. Contingency Plan for handling emergency spills or leaks;
 - 10. Provide a copy of the NYS DEC Part 364 Waste Transporter permit for Universal Waste Transporters that transport more than 500 pounds of universal waste in a single shipment since they must be a permitted waste transporter;
 - 11. Large Quantity Handlers of universal waste must provide documentation of notification to the EPA and/or the appropriate local government agency in advance of its intentions to transport the waste and receive from the facility or provide an EPA identification number prior to exceeding 5,000 kilograms of waste on-site;
 - 12. Provide a record of all universal waste shipments received and sent offsite from the project.

1.03 DEFINITIONS

A. Large Quantity Handler (LQH) of Universal Waste shall be a waste handler who accumulates 5,000 kilograms or more of universal waste (batteries, pesticides, thermostats, or lamps, calculated collectively) at any time. This designation as a large quantity handler of universal waste is retained through the end of the calendar year in which 5,000 kilograms (11,000 pounds) or more total of universal waste is accumulated. The LQH shall notify the EPA, acquire or co-ordinate with a facility regarding an EPA identification number, and provide records for each shipment. The LQH shall ensure all employees are thoroughly familiar with proper waste

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SECTION 028700 - REMOVAL AND DISPOSAL OF UNIVERSAL WASTE AND FLUORESCENT LAMPS ${f H2M}$

- handling and emergency procedures, relative to their responsibilities during normal facility operations and emergencies.
- B. Small Quantity Handler of Universal Waste (SQH) shall be a waste handler who does not accumulate 5,000 kilograms (11,000 pounds) or more of total universal waste (batteries, pesticides, thermostats, or lamps, calculated collectively) at any time.
- C. Destination Facility shall be a facility that legitimately and can legally accept universal waste from offsite so that the universal waste can be treated, disposed, or recycled in accordance with the regulatory requirements.
- D. Universal Waste Transporter shall be anyone who transports universal waste. In New York, universal waste transporters that transport greater than 500 pounds of universal waste in a single shipment must be a permitted hazardous waste transporter pursuant to Federal and State regulations. Proper notification with the receiving handler agreeing to receive the shipment is required by the Universal Waste Transporter.
- E. Universal Waste consists of the following discarded materials, as identified in 6 NYCRR 374-36: Fluorescent light bulbs high-intensity discharge (HID) lamps, mercury thermostats and switches, batteries, and pesticides. Removed or replaced mercury thermostats must be delivered to a designated mercury thermostat collection site as per current NYC DEC regulations. Disposal of mercury thermostats in a solid waste management facility is prohibited. PCB ballasts/capacitors from light fixtures shall not be treated as universal waste, they shall be handled and disposed of as hazardous waste. See the Hazardous Waste Disposal Specification for these wastes.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Polyethylene Sheet: A single polyethylene film in the largest sheet size possible to minimize seams, 6.0 mil thick, clear, frosted, or black.
- B. Duct Tape: Provide duct tape in 3" widths, witty an adhesive which is formulated to stick aggressively to sheet polyethylene.
- C. Spray Cement: Provide spray adhesive in aerosol cans which is specifically formulated to stick tenaciously to sheet polyethylene.
- D. Disposal Bags: Provide 6 mil thick leak-tight polyethylene bags.
- E. Labels: As required by the EPA and OSHA for handling, transportation, and disposal of hazardous waste.
- F. Drums: Recovery or salvage drums acceptable for disposal of hazardous waste. Prior approval of drums is required. Drums or containers must meet the required OSHA EPA (40 CFR Parts 264-265 and 300), and DOT regulations (49 CFR Parts 171-178). Use of damaged drums will not be allowed.

PART 3 EXECUTION

3.01 UNIVERSAL WASTE

A. Employee training shall ensure that all employees are thoroughly familiar with proper waste handling and emergency procedures, relative to their responsibilities during normal operations and emergencies and to the type of waste they are handling.

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- Mercury thermostats shall be segregated from other Universal Wastes to allow for required recycling.
- C. Once the properly labeled containers holding the universal waste have been filled and sealed, they shall be stored in designated accumulation areas as agreed upon by the Owners Representative and Contractor. They shall not be allowed to store in transportation vehicles, or onsite for more than one year from when the waste has been generated.
- D. Documentation when a universal waste in storage was first accumulated shall be provided. This is to be done by dating and labeling the waste with the date of the earliest accumulation that can document the length of time the universal waste has been accumulated.
- E. Maintenance of an inventory system on-site that identifies the earliest date that any universal waste in a group of universal waste items or a group of containers of universal waste became a waste was received.
- F. Any waste developed from the work that exhibits one or more characteristics of hazardous waste, that are not specifically identified by EPA and DEC as Universal Waste, must be handled accordingly and not as a universal waste. See the Hazardous Waste Disposal Specification for those wastes.

3.02 OFF-SITE SHIPMENT OF UNIVERSAL WASTE

- A. Off-Site shipments shall meet the requirements for offsite shipments and is prohibited from sending or taking universal waste to a place other than a designated universal waste handler or a universal waste destination facility.
- B. LQH's of universal waste must notify EPA in writing and develop an EPA identification number or co-ordinate with the facility regarding use of their EPA identification number, prior to exceeding 5,000 kilograms of universal waste onsite.
- C. SQH's do not need to notify EPA, receive an EPA identification number or keep records of shipments of universal waste.
- D. LQH's must keep a record of all universal waste shipments received or sent offsite, and must retain those records for at least three years from the date of receipt or shipment. Records may include invoices, manifests, logs, bills or lading, or other shipping documents.
- E. The Contractor shall provide certified copies of all receipts obtained from designated mercury thermostat recycling collection sites within 30 days of thermostat acceptance by collection site.
- F. The Contractor shall furnish all certified copies of manifests (interim storage and final disposal) within regulatory requirements. Within 30 days from acceptance of the waste by the disposal facility, the Contractor shall provide the Owner with Certificate of Disposal documents, as a requirement for final payment.

END OF SECTION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. Section Includes:
 - 1. Treated Wood Members.
 - Fasteners.
 - 3. Wood blocking, cants, and nailers.
 - 4. Wood furring and grounds.

1.03 REFERENCES:

- A. AITC American Institute of Timber Construction.
- B. APA PRP-108 Performance Standards and Qualification Policy for Wood Structural Panels (Form E445); 2021.
- C. ASTM D2559 Standard Specification for Adhesives for Bonded Structural Wood Products for Use Under Exterior Exposure Conditions; 2012a (Reapproved 2018).
- D. ASTM D5456 Standard Specification for Evaluation of Structural Composite Lumber Products; 2021, with Editorial Revision.
- E. AWPA U1 Use Category System: User Specification for Treated Wood; 2022.
- F. ICC (IBC) International Building Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- G. PS 1 Structural Plywood; 2009 (Revised 2019).
- H. PS 2 Performance Standard for Wood Structural Panels; 2018.

1.04 DEFINITIONS

- A. Exposed Framing: Framing not concealed by other construction.
- B. Dimension Lumber: Lumber of 2 inches nominal or greater but less than 5 inches nominal in least dimension.
- C. Lumber grading agencies, and the abbreviations used to reference them, include the following:
 - 1. NeLMA: Northeastern Lumber Manufacturers' Association.
 - 2. NLGA: National Lumber Grades Authority.
 - 3. SPIB: The Southern Pine Inspection Bureau.
 - 4. WCLIB: West Coast Lumber Inspection Bureau.
 - 5. WWPA: Western Wood Products Association.

1.05 ACTION SUBMITTALS

A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.

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- Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.
- Include data for fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Include physical properties of treated materials based on testing by a qualified independent testing agency.
- 3. For fire-retardant treatments, include physical properties of treated lumber both before and after exposure to elevated temperatures, based on testing by a qualified independent testing agency according to ASTM D5664.
- 4. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.
- Include copies of warranties from chemical treatment manufacturers for each type of treatment.

1.06 INFORMATIONAL SUBMITTALS

- A. Material Certificates: For dimension lumber specified to comply with minimum allowable unit stresses. Indicate species and grade selected for each use and design values approved by the ALSC Board of Review.
- B. Evaluation Reports: For the following, from ICC-ES:
 - 1. Wood-preservative-treated wood.
 - 2. Fire-retardant-treated wood.
 - 3. Plywood.
 - 4. Shear panels.
 - 5. Power-driven fasteners.
 - 6. Powder-actuated fasteners.
 - 7. Expansion anchors.
 - 8. Metal framing anchors.

1.07 QUALITY ASSURANCE

A. Testing Agency Qualifications: For testing agency providing classification marking for fire-retardant treated material, an inspection agency acceptable to authorities having jurisdiction that periodically performs inspections to verify that the material bearing the classification marking is representative of the material tested.

1.08 DELIVERY, STORAGE, AND HANDLING

- A. Handle, Transport and Store Plywood Panels in accordance with the APA Storage and Handling recommendations.
- B. Stack lumber flat with spacers beneath and between each bundle to provide air circulation. Protect lumber from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.01 WOOD PRODUCTS, GENERAL

- A. Certified Wood: Materials shall be produced from wood obtained from forests certified by an FSC-accredited certification body to comply with FSC STD-01-001, "FSC Principles and Criteria for Forest Stewardship" for the following:
 - Dimension lumber framing.
 - 2. Miscellaneous lumber.

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- B. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
 - 1. Factory mark each piece of lumber with grade stamp of grading agency.
 - For exposed lumber indicated to receive a stained or natural finish, mark grade stamp on end or back of each piece or omit grade stamp and provide certificates of grade compliance issued by grading agency.
 - 3. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry lumber.
 - 4. Provide dressed lumber, S4S, unless otherwise indicated.
- C. Maximum Moisture Content of Lumber: 15 percent for 2-inch nominal thickness or less, 19 percent for more than 2-inch nominal thickness 15 percent for 2-inch nominal thickness or less, no limit for more than 2-inch nominal thickness unless otherwise indicated.

2.02 WOOD-PRESERVATIVE-TREATED LUMBER

- A. Preservative Treatment by Pressure Process: AWPA U1; UC2 (Interior Construction Above Ground Damp) for interior construction not in contact with the ground, Use Category UC3B (Above Ground Exposed) for exterior construction not in contact with the ground, and UC4B (Ground Contact or Fresh Water Heavy Duty) for items in contact with the ground.
 - 1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium. Do not use inorganic boron (SBX) for sill plates.
 - 2. For exposed items indicated to receive a stained or natural finish, use chemical formulations that do not require incising, contain colorants, bleed through, or otherwise adversely affect finishes.
- B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or that does not comply with requirements for untreated material.
- C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.
 - For exposed lumber indicated to receive a stained or natural finish, mark end or back of each piece or omit marking and provide certificates of treatment compliance issued by inspection agency.
- D. Application: Treat items indicated on Drawings, and the following:
 - 1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
 - 2. Wood sills, sleepers, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete.
 - 3. Wood floor plates that are installed over concrete slabs-on-grade.

2.03 FIRE-RETARDANT-TREATED MATERIALS

- A. General: Where fire-retardant-treated materials are indicated, use materials complying with requirements in this article, that are acceptable to authorities having jurisdiction, and with fire-test-response characteristics specified as determined by testing identical products per test method indicated by a qualified testing agency.
- B. Fire-Retardant-Treated Lumber and Plywood by Pressure Process: Products with a flame spread index of 25 or less when tested according to ASTM E84, and with no evidence of significant progressive combustion when the test is extended an additional 20 minutes, and with

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the flame front not extending more than 10.5 feet beyond the centerline of the burners at any time during the test.

- 1. Use treatment that does not promote corrosion of metal fasteners.
- Exterior Type: Treated materials shall comply with requirements specified above for fire-retardant-treated lumber and plywood by pressure process after being subjected to accelerated weathering according to ASTM D2898. Use for exterior locations and where indicated.
- 3. Design Value Adjustment Factors: Treated lumber shall be tested according ASTM D 5664 and design value adjustment factors shall be calculated according to ASTM D6841.
- C. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Kiln-dry plywood after treatment to a maximum moisture content of 15 percent.
- D. Identify fire-retardant-treated wood with appropriate classification marking of qualified testing agency. Mark panels on surfaces that will not be exposed in the final construction.
 - For exposed lumber indicated to receive a stained or natural finish, mark end or back of each piece.
- E. For exposed items indicated to receive a stained or natural finish, use chemical formulations that do not bleed through, contain colorants, or otherwise adversely affect finishes.
- F. Application: Treat items indicated on Drawings, and the following:
 - 1. Concealed blocking.
 - 2. Framing for non-load-bearing exterior walls.
 - 3. Roof construction.

2.04 DIMENSION LUMBER FRAMING

- A. Exposed Framing: Provide material hand-selected for uniformity of appearance and freedom from characteristics, on exposed surfaces and edges, that would impair finish appearance, including decay, honeycomb, knot-holes, shake, splits, torn grain, and wane.
 - 1. Species and Grade: Southern pine; No. 1 grade; SPIB.
 - 2. Species and Grade: Douglas fir-south; No. 1 grade; WWPA.
 - 3. Species and Grade: Hem-fir; No. 1 grade; WCLIB or WWPA.

2.05 CONSTRUCTION MOUNTING PANELS

A. Communications and Electrical Room Mounting Boards: PS 1, APA rated A-D faced plywood or MDF; 3/4 inch thick; flame spread index of 25 or less and smoke developed index of 450 or less, when tested in accordance with ASTM E84.

2.06 MISCELLANEOUS LUMBER

- A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
 - 1. Blocking.
 - Nailers.
 - 3. Grounds.
- B. For items of dimension lumber size, provide Construction or No. 2 grade lumber and any of the following species:
 - 1. Hem-fir (north); NLGA.
 - 2. Mixed southern pine; SPIB.
 - 3. Hem-fir; WCLIB or WWPA.
 - 4. Spruce-pine-fir (south); NeLMA, WCLIB, or WWPA.

- C. For concealed boards, provide lumber with 15 percent maximum moisture content and any of the following species and grades:
 - 1. Spruce-pine-fir (south) or spruce-pine-fir; Construction or No. 2 Common grade; NeLMA, NLGA, WCLIB, or WWPA.
 - 2. Eastern softwoods; No. 2 Common grade; NeLMA.
- D. For blocking not used for attachment of other construction, Utility, Stud, or No. 3 grade lumber of any species may be used provided that it is cut and selected to eliminate defects that will interfere with its attachment and purpose.
- E. For blocking and nailers used for attachment of other construction, select and cut lumber to eliminate knots and other defects that will interfere with attachment of other work.
- F. For furring strips for installing plywood or hardboard paneling, select boards with no knots capable of producing bent-over nails and damage to paneling.

2.07 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.
 - Where rough carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A153/A153M or Type 304 stainless steel.
- B. Power-Driven Fasteners: NES NER-272.
- C. Wood Screws: ASME B16.1.
- D. Lag Bolts: ASME B18.2.1.
- E. Bolts: Steel bolts complying with ASTM A307, Grade A; with ASTM A563 hex nuts and, where indicated, flat washers.
- F. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with capability to sustain, without failure, a load equal to six times the load imposed when installed in unit masonry assemblies and equal to four times the load imposed when installed in concrete as determined by testing per ASTM E488/E488M conducted by a qualified independent testing and inspecting agency.
 - 1. Material: Stainless steel with bolts and nuts complying with ASTM F593 and ASTM F594, Alloy Group 1 or 2.

2.08 MISCELLANEOUS MATERIALS

- A. Sill-Sealer Gaskets: Closed-cell neoprene foam, 1/4 inch thick, selected from manufacturer's standard widths to suit width of sill members indicated.
- B. Adhesives for Gluing Furring to Concrete or Masonry: Formulation complying with ASTM D3498 that is approved for use indicated by adhesive manufacturer.

PART 3 - EXECUTION

3.01 PREPARATION OF SURFACES

A. Surfaces to receive new wood members shall be free of all dirt, debris, and loose materials. Exposed surfaces shall be mechanically scraped if necessary, to remove projections.

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- B. Surfaces shall have no free water present in any form (rain, dew, frost, snow or ice).
- C. Contractor is responsible to inspect all exposed surfaces to see that conditions are satisfactory for installation of new work.

3.02 INSTALLATION, GENERAL

- A. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry to other construction; scribe and cope as needed for accurate fit. Locate furring, nailers, blocking, grounds, and similar supports to comply with requirements for attaching other construction.
- B. Place horizontal members flat, crown side up.
- C. Coordinate installation of adjacent construction.
- D. Install sill sealer gasket to form continuous seal between sill plates and foundation walls.
- E. Do not splice structural members between supports unless otherwise indicated.
- F. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.
 - Provide metal clips for fastening gypsum board or lath at corners and intersections where framing or blocking does not provide a surface for fastening edges of panels. Space clips not more than 16 inches o.c.
- G. Provide fire blocking in furred spaces, stud spaces, and other concealed cavities as indicated and as follows:
 - 1. Fire block furred spaces of walls, at each floor level, at ceiling, and at not more than 96 inches o.c. with solid wood blocking or noncombustible materials accurately fitted to close furred spaces.
 - 2. Fire block concealed spaces of wood-framed walls and partitions at each floor level, at ceiling line of top story, and at not more than 96 inches o.c. Where fire blocking is not inherent in framing system used, provide closely fitted solid wood blocks of same width as framing members and 2-inch nominal thickness.
 - 3. Fire block concealed spaces behind combustible cornices and exterior trim at not more than 20 feet o.c.
- H. Comply with AWPA M4 for applying field treatment to cut surfaces of preservative-treated lumber.
- Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
 - 1. NES NER-272 for power-driven fasteners.
 - 2. Table 2304.10.1, "Fastening Schedule," in ICC's "International Building Code" and the 2020 Building Code of New York State".

3.03 WOOD GROUND, BLOCKING, AND NAILER INSTALLATION

- A. Install where indicated and where required for screeding or attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.
- B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces unless otherwise indicated.

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- C. Where wood-preservative-treated lumber is installed adjacent to metal decking, install continuous flexible flashing separator between wood and metal decking.
- D. Provide permanent grounds of dressed, pressure-preservative-treated, key-beveled lumber not less than 1-1/2 inches wide and of thickness required to bring face of ground to exact thickness of finish material. Remove temporary grounds when no longer required.

3.04 WOOD FURRING INSTALLATION

A. Install level and plumb with closure strips at edges and openings. Shim with wood as required for tolerance of finish work.

END OF SECTION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Finish carpentry items.
- B. Wood casings and moldings.
- C. Hardware and attachment accessories.

1.02 RELATED REQUIREMENTS

- A. Section 061000 Rough Carpentry: Support framing, grounds, and concealed blocking.
- B. Section 099123 Interior Painting: Painting of finish carpentry items.
- C. Section 099300 Staining and Transparent Finishing: Staining and transparent finishing of finish carpentry items.

1.03 REFERENCE STANDARDS

- A. ANSI A135.4 Basic Hardboard; 2012 (Reaffirmed 2020).
- B. ANSI A208.1 American National Standard for Particleboard; 2022.
- C. ANSI Z97.1 American National Standard for Safety Glazing Materials Used in Buildings Safety Performance Specifications and Methods of Test; 2015 (Reaffirmed 2020).
- D. ASTM C1036 Standard Specification for Flat Glass; 2021.
- E. ASTM C1048 Standard Specification for Heat-Strengthened and Fully Tempered Flat Glass; 2018.
- F. ASTM E84 Standard Test Method for Surface Burning Characteristics of Building Materials; 2022.
- G. AWI/AWMAC/WI (AWS) Architectural Woodwork Standards, 2nd Edition; 2014, with Errata (2016).
- H. AWMAC/WI (NAAWS) North American Architectural Woodwork Standards; 2021, with Errata.
- I. AWPA U1 Use Category System: User Specification for Treated Wood; 2022.
- J. BHMA A156.9 Cabinet Hardware; 2020.
- K. HPVA HP-1 American National Standard for Hardwood and Decorative Plywood; 2020.
- L. NEMA LD 3 High-Pressure Decorative Laminates; 2005.
- M. PS 1 Structural Plywood; 2009 (Revised 2019).
- N. PS 20 American Softwood Lumber Standard; 2021.
- O. WI (CCP) Certified Compliance Program (CCP); Current Edition.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordinate the work with plumbing rough-in, electrical rough-in, installation of associated and adjacent components, and provision of plumbing fixture templates.

1.05 SUBMITTALS

- A. See Section 013300 SUBMITTALS for submittal procedures.
- B. Product Data:
 - 1. Provide data on fire retardant treatment materials and application instructions.
 - 2. Provide instructions for attachment hardware, finish hardware, and support hardware.
- C. Shop Drawings: Indicate materials, component profiles, fastening methods, jointing details, and accessories.
 - 1. Scale of Drawings: 1-1/2 inch to 1 foot (125 mm to 1 m), minimum.
 - 2. Provide the information required by AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS).
 - 3. Include certification program label.
- D. Samples: Submit two samples of finish plywood, 6 x 6 inch (152 x152 mm) in size illustrating wood grain and specified finish.
- E. Samples: Submit two samples of wood trim 6 inch (152 mm) long.
- F. Certificate: Submit labels and certificates required by quality assurance and quality control programs.
- G. LEED Data Submissions: See Section 018113 SUSTAINABILITY DESIGN REQUIREMENTS for required submittals.

1.06 QUALITY ASSURANCE

- A. Fabricator Qualifications: Company specializing in fabricating the products specified in this section with minimum five years of documented experience.
 - 1. Accredited participant in the specified certification program prior to the commencement of fabrication and throughout the duration of the project.
 - 2. Single Source Responsibility: Provide and install this work from single fabricator.
- B. Quality Certification:
 - 1. Provide labels or certificates indicating that the work complies with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS) requirements for grade or grades specified.
 - 2. Provide designated labels on shop drawings as required by certification program.
 - 3. Provide designated labels on installed products as required by certification program.
 - 4. Submit certifications upon completion of installation that verifies this work is in compliance with specified requirements.

1.07 DELIVERY, STORAGE, AND HANDLING

Protect work from moisture damage.

PART 2 PRODUCTS

2.01 FINISH CARPENTRY ITEMS

- A. Quality Standard: Custom Grade, in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS), unless noted otherwise.
- B. Surface Burning Characteristics: Provide materials having fire and smoke properties as required by applicable code.
- C. Interior Woodwork Items:
 - 1. Molding and Miscellaneous Trim: Maple; prepare for transparent finish.

2.02 WOOD-BASED COMPONENTS

- A. Wood fabricated from old growth timber is not permitted.
- B. Provide sustainably harvested wood, certified or labeled as specified in Section 016100 FIBER CEMENT SIDING (HARDIE).
- C. Wood fabricated from timber recovered from riverbeds or otherwise abandoned is permitted, unless indicated otherwise, and provided it is clean and free of contamination, identify source; provide lumber re-graded by an inspection service accredited by the American Lumber Standard Committee, Inc. (ALSC).

2.03 LUMBER MATERIALS

- A. Softwood Lumber: Poplar species, Planed, maximum moisture content of 6 percent; with vertical grain, of quality suitable for transparent finish.
 - 1. Grading: In accordance with rules certified by ALSC; www.alsc.org.
- B. Hardwood Lumber: White Oak species, Abrasive Planed, maximum moisture content of 6 percent; with vertical grain, of quality suitable for transparent finish.

2.04 SHEET MATERIALS

- A. Softwood Plywood, Not Exposed to View: Any face species, medium density fiberboard core; PS 1 Grade A-B, glue type as recommended for application.
- B. Softwood Plywood, Exposed to View: Face species as indicated, plain sawn, medium density fiberboard core; PS 1 Grade A-B, glue type as recommended for application.
- C. Hardwood Plywood: Face species as indicated, plain sawn, book matched, medium density fiberboard core; HPVA HP-1, Front Face Grade AA, Back Face Grade 1, glue type as recommended for application.

2.05 FASTENINGS

- A. Adhesive for Purposes Other Than Laminate Installation: Suitable for the purpose; not containing formaldehyde or other volatile organic compounds.
- B. Concealed Joint Fasteners: Threaded steel.

2.06 ACCESSORIES

- A. Lumber for Shimming and Blocking: Softwood lumber of Cedar or Pine species.
- B. Primer: As specified in Section 099123.
- C. Wood Filler: Solvent base, tinted to match surface finish color.

2.07 HARDWARE

- A. Hardware: Comply with BHMA A156.9.
- B. Americans with Disabilities Act (ADA)-Compliant Vanity and Countertop Brackets:
 - Material: Stainless steel.
 - 2. Finish: Brushed.
 - Products:
 - a. A&M Hardware, Inc; ADA Vanity Brackets: http://www.aandmhardware.com/#sle.

2.08 WOOD TREATMENT

- A. Wood Preservative by Pressure Treatment (PT Type): Provide AWPA U1 treatment using waterborne preservative with 0.25 percent retainage.
- B. Deliver fire retardant treated materials cut to required sizes. Minimize field cutting.
- C. Redry wood after pressure treatment to maximum 15 percent moisture content.

2.09 FABRICATION

- A. Shop assemble work for delivery to site, permitting passage through building openings.
- B. When necessary to cut and fit on site, provide materials with ample allowance for cutting. Provide trim for scribing and site cutting.

2.10 SHOP FINISHING

- A. Sand work smooth and set exposed nails and screws.
- B. Apply wood filler in exposed nail and screw indentations.
- C. On items to receive transparent finishes, use wood filler that matches surrounding surfaces and is of type recommended for the applicable finish.
- D. Finish work in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS), Section 5 Finishing for grade specified and as follows:
 - 1. Transparent:
 - a. System 12, Polyurethane, Water-based.
 - b. Stain: As selected by Architect/Engineer.
 - c. Sheen: Flat.
- E. Back prime woodwork items to be field finished, prior to installation.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify adequacy of backing and support framing.
- B. Verify mechanical, electrical, and building items affecting work of this section are placed and ready to receive this work.
- C. See Section 061000 Rough Carpentry for installation of recessed wood blocking.

3.02 INSTALLATION

- A. Install work in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS) requirements for grade indicated.
- B. Set and secure materials and components in place, plumb and level.
- C. Carefully scribe work abutting other components, with maximum gaps of 1/32 inch (0.79 mm). Do not use additional overlay trim to conceal larger gaps.
- D. Install hardware in accordance with manufacturer's written instructions.

3.03 SITE APPLIED WOOD TREATMENT

- A. Apply preservative treatment in accordance with manufacturer's instructions.
- B. Brush apply one coat(s) of preservative treatment on wood in contact with cementitious materials. Treat site-sawn cuts.
- C. Allow preservative to dry prior to erecting members.

3.04 PREPARATION FOR SITE FINISHING

- A. Set exposed fasteners. Apply wood filler in exposed fastener indentations. Sand work smooth.
- B. Site Finishing: See Section 099123.
- C. Before installation, prime paint surfaces of items or assemblies to be in contact with cementitious materials.

3.05 TOLERANCES

- A. Maximum Variation from True Position: 1/16 inch (1.6 mm).
- B. Maximum Offset from True Alignment with Abutting Materials: 1/32 inch (0.79 mm).

END OF SECTION

PART 1 GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Agreement, including General and Supplementary Conditions, and Division 01 of the Project Manual, apply to work of this Section.

1.02 SUMMARY

- A. This Section includes through-penetration Firestop systems for penetrations through fire-resistance-rated horizontal and vertical constructions, including both empty openings and openings containing penetrating items. Fire-rated joint construction in or between fire-resistance rated construction and at exterior curtain wall/floor intersections.
- B. This Section includes fireblocking within the exterior cavity wall by use of vertical safing insulation (mineral wool insulation strips) compressed within the cavity at a specific spacing.
- C. Related Sections include the following:
 - 1. Section 099100 Painting for stencil paint requirements.
 - 2. Divisions 21 and 22 Sections specifying piping penetrations.
 - 3. Divisions 23 Sections specifying pipe and duct penetrations.
 - 4. Divisions 25, 26 and 27 Sections specifying cable and conduit penetrations.

1.03 STANDARDS

- All work of this section shall conform to industry standards and/or manufacturer's recommendations.
- B. ASTM E814 "Standard Test Method of Fire Tests of Penetration Firestop Systems".
- C. UL 1479 "Standard for Fire Tests of Penetration Firestops".
- D. UL "Building Materials Directory".

1.04 SUBMITTALS

- A. Submit pursuant to Section 013300 Submittal Procedures.
- B. Submit pursuant to Section 016000 Product Requirements.
- C. Product Data:
 - For each type of product necessary to complete all types of firestopping required on the project.
 - 2. Safing Insulation product data.
 - 3. Firestopping pillows
- D. Samples:
 - 1. Provide samples of
- E. Product Schedule: For each interior penetration firestopping system. Include location and design designation of qualified testing and inspection agency.
 - Engineering Judgements: Where Project conditions require modification to a qualified
 testing and inspecting agency's illustration for a particular penetration firestopping system
 or joint firestopping system condition, submit illustration, with modifications marked,
 approved by firestopping system manufacturer's fire-protection engineer as an engineering

judgement or equivalent equivalent fire-resistance rated assembly. Obtain approval of authorities having jurisdiction prior to submittal.

F. LEED Submittal:

- Product Data for Credit EQ 4.1: For fire-sensitive joint systems, including printed statement of VOC content.
- G. Qualification Data: For qualified installer.

1.05 QUALITY ASSURANCE

- A. Installer Qualifications: A firm experienced in installing penetration fire stopping similar in material, design, and extent to that Indicated for this Project, whose work has resulted in construction with a record of successful performance. Qualifications include having the necessary experience, staff, and training to install manufacturer's products per specified requirements. Manufacturer's willingness to sell its penetration firestopping products to Contractor or to Installer engaged by Contractor does not in itself confer qualification on buyer.
 - 1. Installer shall have a documented and archived record-keeping system for all installations.
 - 2. A different installer may install cavity wall fireblocking.
- B. Fire-Test-Response Characteristics: Penetration firestopping shall comply with the following requirements:
 - 1. Penetration firestopping tests are performed by a qualified testing agency acceptable to authorities having jurisdiction.
 - Penetration firestopping is identical to those tested per testing standard referenced in "Penetration Firestopping" Article. Provide rated systems complying with the following requirements:
 - Penetration firestopping products bear classification marking of qualified testing and inspecting agency.
 - b. Classification markings on penetration firestopping correspond to designations listed by the following:
 - 1) FM Global in its "Building Materials Approval Guide".
 - 2) UL in its "Fire Resistance Directory".

1.06 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver through-penetration Firestop system products to Project site in original, unopened containers or packages with intact and legible manufacturers' labels identifying product and manufacturer, date of manufacture, lot number, shelf life if applicable, qualified testing and inspection agency's classification marking applicable to Project, curing time, and mixing instructions for multi-component materials.
- B. Store and handle materials for through-penetration Firestop systems to prevent their deterioration or damage due to moisture, temperature changes, contaminants, or other causes.
- C. Comply with recommended procedures, precautions or remedies described in Material Safety Data Sheets (MSDS) as applicable.
- D. Do not use damaged or expired materials.

1.07 REGULATORY REQUIREMENTS

A. Provide fire and smoke resistivity pursuant to IBC NYS and NFPA.

1.08 PROJECT CONDITIONS

- A. Environmental Limitations: Do not install interior through-penetration Firestop systems when ambient or substrate temperatures are outside limits permitted by through-penetration Firestop system manufacturers or when substrates are wet due to rain, frost, condensation, or other causes.
- B. Ventilate through-penetration Firestop systems per manufacturer's written instructions by natural means or where this is inadequate, forced-air circulation.

1.09 COORDINATION

- A. Coordinate construction of openings and penetrating items to ensure that through-penetration Firestop systems are installed according to specified requirements.
- B. Coordinate sizing of sleeves, openings, core-drilled holes, and/or cut openings to accommodate penetration firestopping.
- C. Do not cover up through-penetration Firestop system installations that will become concealed behind other construction until each installation has been examined by building inspector and/or authorities having jurisdiction, if required.
- D. Coordinate installation of vertical safing insulation (mineral wool strips) in exterior wall cavity with completion of spray foam insulation and the start of veneer construction.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - 1. Emerson Industrial Automation; Nelson Firestop Products.
 - 2. Grace Construction Products; W.R. Grace & Co. Conn.
 - 3. Hilti, Inc
 - 4. Tremco, Inc., Tremco Fire Protection Systems Group.
 - 5. USG Corporation.
 - 6. 3M Fire Protection Products.
 - Owens Corning (Cavity Wall Fire Blocking).

2.02 FIRESTOPPING OF THROUGH PENETRATIONS AND VOIDS

- A. Provide penetration firestopping that is produced and installed to resist spread of fire according to requirements indicated, resist passage of smoke and other gases, and maintain original fire-resistance rating of construction penetrated. Penetration firestopping systems shall be compatible with one another, with the substrates forming openings, and with penetrating items if any.
- B. Penetrations in Fire-Resistance-Rated Walls: Provide penetration firestopping with ratings determined per ASTM E 814 or UL 1479, based on testing at a positive pressure differential of 0.01-inch wg.
 - 1. Fire-resistance-rated walls include fire walls, fire-barrier walls and fire partitions.
 - 2. F-Rating: Not less than the fire resistance rating of constructions penetrated.

- C. Penetrations in Horizontal Assemblies: Provide penetration firestopping with ratings determined per ASTM E 814 or UL 1479, based on testing at a positive pressure differential of 0.01-inch wg.
 - 1. Horizontal assemblies include ceiling membranes of roof/ceiling assemblies.
 - 2. F-Rating: At least 1 hour, but not less than the fire-resistance rating of constructions penetrated.
 - 3. T-Rating: At least 1 hour, but not less than the fire-resistance rating of constructions penetrated except for floor penetrations within the cavity of a wall.
- D. Designs: Firestopping designs tested pursuant to ASTM E814 or UL 1479, and UL "Classified" for the application intended.
 - Through penetration firestops: UL category XHCR for devices; category XHEZ for systems.
 - 2. Fill void, and cavity firestopping: UL category XHHW for firestopping materials; category XHKU for forming materials; pursuant to UL Classified systems for openings other than through penetrations.

| UL ASSEMBLIES FOR THROUGH WALL PENETRATIONS | | | | | | |
|--|------------------------|------------------------|--------------------------|----------------|------------------------------|--|
| PENETRANTS | | | | | | |
| WALL TYPE | METAL CONDUIT | CABLES | NON-INSUL. METAL PIPE | INSUL. PIPE | FR POLY PROPYLENE PIPE | INSULATED METAL DUCT |
| GWB Stud Wall or Shaft Wall up to 2-HR Rating | W-L-1001 | W-L-3001 | W-L-1001 | W-L-5011 | W-L-2002 | W-L-7009 up to 24"x12" W-L-7025 up to 42"x28" |
| CMU Wall up to 2-HR Rating | C-AJ-1044 C-AJ-1008 | C-AJ-3029 C-AJ-3030 | C-AJ-1044 | C-AJ-5001 | C-AJ-2001 | C-AJ-7003 C-AJ-7016 |

Note: Up to 1-hour rating, submit engineered judgment firestopping system for this combination of penetrant, wall/floor assembly and fire rating.

- E. Performance: F and T rating of not less than 1 hr.; with F rating to match fire resistance rating of assembly or barrier being penetrated.
- F. Design selection: Based on performance and, when compared to other designs that may be suitable, based upon ability to provide environmental/water seal and accommodate:
 - 1. Movement transmitted by the penetration item.
 - 2. Thermal expansion of construction materials.
 - 3. Future modifications to utilities, services, and penetrations.
- G. Fire-rated Caulk manufacturers:
 - Approved intumescent sealant or putty.
- H. Accessories: Provide components for each penetration firestopping system that are needed to install fill materials and to maintain ratings required. Use only those components specified by penetration firestopping manufacturer and approved by qualified testing and inspecting agency for firestopping indicated.
 - 1. Permanent forming/damming/backing materials, including the following:
 - a. Thermafiber® Safing Formaldehyde-Free mineral wool insulation.
 - b. Sealants used in combination with other forming/damming/backing materials to prevent leakage of fill materials in liquid state.
 - c. Fire-rated form board.

- d. Fillers for sealants.
- 2. Temporary forming materials.
- 3. Substrate primers.
- Collars.
- 5. Steel sleeves.

2.03 JOINT FIRESTOPPING SYSTEMS

- A. Joint Firestopping Systems: Systems that resist spread of fire, passage of smoke and other gases, and maintain original fire-resistance rating of assemblies in or between which joint firestopping systems are installed. Joint firestopping systems shall accommodate building movements without impairing their ability to resist the passage of fire and hot gases.
- B. Joints in or between Fire-Resistance-Rated Construction: Provide joint firestopping systems with ratings determined per ASTM E1966 or UL 2079.
 - 1. Fire-Resistance Rating: Equal to or exceeding the fire-resistance rating of the wall, floor or roof in or between which it is installed.
- C. Exposed Joint Firestopping Systems: Flame-spread and smoke-developed indexes of less than 25 and 450, respectively, as determined per ASTM E84.
- D. Accessories: provide components of fire-resistive joint systems, including primers and forming materials, that are needed to install elastomeric fill materials and to maintain ratings required. Use only components specified by joint firestopping system manufacturer and approved by the qualified testing agency for conditions indicated.

2.04 FILL MATERIALS

- A. Latex Sealants: Single-component latex formulations that do not re-emulsify after cure during exposure to moisture.
- B. Firestop Devices: Factory-assembled collars formed from galvanized steel and lined with intumescent material sized to fit specific diameter of penetrant.
- C. Intumescent Composite Sheets: Rigid panels consisting of aluminum-foil-faced elastomeric sheet bonded to galvanized-steel sheet.
- D. Intumescent Putties: Nonhardening dielectric, water-resistant putties containing no solvents, inorganic fibers, or silicone compounds.
- E. Intumescent Wrap Strips: Single-component intumescent elastomeric sheets with aluminum foil on one side.
- F. Pillows/Bags: Reusable heat-expanding pillows/bags consisting of glass-fiber cloth cases filled with a combination of mineral-fiber, water-insoluble expansion agents, and fire-retardant additives. Where exposed, cover openings with steel-reinforcing wire mesh to protect pillows/bags from being easily removed.
- G. Silicone Foams: Multicomponent, silicone-based liquid elastomers that, when mixed, expand and cure in place to produce a flexible, nonshrinking foam.
- H. Silicone Sealants: Single-component, silicone-based, neutral-curing elastomeric sealants of grade indicted below:
 - I. Grade: Pourable (self-leveling) formulation for openings in floors and other horizontal surfaces, and non-sag formulation for openings in vertical and sloped surfaces, unless indicated firestopping limits use of non-sag grade for both opening conditions.

2.05 MIXING

A. For those products requiring mixing before application, comply with penetration firestopping manufacturer's written instructions for accurate proportioning of materials, water (if required), type of mixing equipment, selection of mixer speeds, missing containers, missing time, and other items or procedures needed to produce products of uniform quality with optimum performance characteristics for application indicated.

2.06 CAVITY WALL FIREBLOCKING

- A. Provide continuous, vertical safing insulation (unfaced mineral wool strips) within the exterior wall cavity at a spacing as shown on the Contract Drawings or at a maximum spacing necessary to create a maximum concealed area between vertical safing insulation strips of 100 SF of face area.
 - 1. Provide Owens Corning Thermafiber® TopStop® Mineral Wool Insulation or Architect approved equivalent.
 - a. Mineral Wool Density: 6.0 pcf.
 - b. Prefabricated Size: Top Width: 4-1/2"; Bottom Width: 5-1/2"; Thickness: 2".
 - c. Field Cut Size: Width: 5"; Thickness: 2"

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine substrates and conditions, with Installer present, for compliance with requirements for opening configurations, penetrating items, substrates, and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 PREPARATION

- A. Surface Cleaning: Clean out openings immediately before installing penetration firestopping to comply with manufacturer's written instructions and with the following requirements:
 - 1. Remove from surfaces of opening substrates and from penetrating items foreign materials that could interfere with adhesion of penetration firestopping.
 - Clean opening substrates and penetrating items to produce clean, sound surfaces capable
 of developing optimum bond with penetration firestopping. Remove loose particles
 remaining from cleaning operation.
- B. Priming: Prime substrates where recommended in writing by manufacturer using that manufacturer's recommended products and methods. Confine primers to areas of bond; do not allow spillage and migration onto exposed surfaces.
- C. Masking Tape: Use masking tape to prevent penetration firestopping from contacting adjoining surfaces that will remain exposed on completion of the Work and that would otherwise be permanently stained or damaged by such contact or by cleaning methods used to remove stains. Remove tape as soon as possible without disturbing firestopping's seal with substrates.

3.03 INSTALLATION

A. General: Install penetration firestopping to comply with manufacturer's written installation instructions and published drawings for products and applications indicated.

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- B. Install forming materials and other accessories of types required to support fill materials during their application and in the position needed to produce cross-sectional shapes and depths required to achieve fire ratings indicated.
 - After installing fill materials and allowing them to fully cure, remove combustible forming materials and other accessories not indicated as permanent components of firestopping.
- C. Install fill materials for firestopping by proven techniques to produce the following results:
 - 1. Fill voids and cavities formed by openings, forming materials, accessories, and penetrating items as required to achieve fire-resistance ratings indicated.
 - Apply materials so they contact and adhere to substrates formed by openings and penetrating items.
 - 3. For fill materials that will remain exposed after completing the Work, finish to produce smooth, uniform surfaces that are flush with adjoining finishes.

D. Cavity wall fireblocking.

- Temporarily secure installed vertical safing insulation strips (mineral wool strips) in cavity
 wall thru spray foam insulation with staples or other approved fastening systems.
- 2. Vertical safing insulation shall run continuous from top of foundation wall to top of wall at required spacing.
- 3. Safing insulation thickness should allow for a slight compression of the insulation as the veneer masonry and/or cladding is installed.
- 4. Through wall flashings should penetrate the vertical safing insulation strips.

3.04 IDENTIFICATION

- A. Wall Identification: Permanently label walls containing penetration firestopping systems with the words "FIRE AND/OR SMOKE BARRIER - PROTECT ALL OPENINGS," using contrasting color lettering not less than 3 inches high and with minimum 0.375-inch strokes. See specification section 099100 for additional information.
- B. Install labeling required by code. Identify penetration firestopping with preprinted metal or plastic labels. Attach labels permanently to surfaces adjacent to and within 6 inches of firestopping edge so labels will be visible to anyone seeking to remove penetrating items or firestopping. Use mechanical fasteners or self-adhering type labels with adhesives capable of permanently bonding labels to surfaces on which labels are placed. Include the following information on labels:
 - 1. The words "Warning Penetration Firestopping Do Not Disturb. Notify Building Management of Any Damage".
 - 2. Contractor's name, address and phone number.
 - 3. Designation of applicable testing and inspecting agency, UL system, F-rating, T-rating, and the hourly rate of the wall.
 - 4. Date of installation.
 - 5. Manufacturer's name, and product number.
 - Installer's name.

3.05 CLEANING AND PROTECTION

- A. Clean off excess fill materials adjacent to openings and or joints as the Work progresses by methods and with cleaning materials that are approved in writing by the firestopping manufacturers and that do not damage materials in which openings and/or joints occur.
- B. Provide final protection and maintain conditions during and after installation that ensure that penetration firestopping and joint firestopping is without damage or deterioration at time of Substantial Completion. If, despite such protection, damage or deterioration occurs,

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immediately cut out and remove damaged or deteriorated firestopping and install new materials to produce systems complying with specified requirements.

3.06 JOINT FIRESTOPPING SYSTEM SCHEDULE

- A. Where UL-classified systems are indicated, they refer to system numbers in UL's "Fire Resistance Directory" under product Category XHBN or Category XHDG.
- B. Where Intertek Group listed systems are indicated, they refer to design numbers in Intertek Group's "Directory of Listed Building products" under product category Firestop Systems.
- C. Head-of-Wall, Fire-Resistive Joint Firestopping Systems:
 - 1. UL Classified Systems: HW-S-0000-0999.
 - 2. Assembly Rating: As indicated on Contract Drawings.
 - 3. Nominal Joint Width: As indicated on Contract Drawings.
 - 4. Movement Capabilities: Class 1.
- D. Perimeter Joint Firestopping Systems:
 - UL Classified Perimeter Fire Containment Systems: CW-D-2000-2999.
 - 2. Integrity Rating: 1 hour.
 - 3. Insulation Rating: 1 hour.
 - 4. Linear Opening Width: As indicated, maximum.
 - 5. Movement Capabilities: Class II.
 - 6. F-Rating: 1 hour.

3.07 PENETRATION FIRESTOPPING SCHEDULE

- A. Where UL-classified systems are indicated, they refer to system numbers in UL's "Fire Resistance Directory" under product Category XHEZ.
- B. Firestopping with No Penetrating Items:
 - UL-Classified Systems: W-L-0001-0999.
 - 2. F-Rating: 1 or 2 hours.
 - 3. T-Rating: 1 hour
 - 4. Type of Fill Materials: As required to achieve rating.
- C. Firestopping for Metallic Pipes, Conduit, or Tubing:
 - 1. UL-Classified Systems: W-L-1001-1999.
 - 2. F-Rating: 1 or 2 hours.
 - 3. T-Rating: 1 hour.
 - 4. Type of Fill Materials: As required to achieve rating.
- D. Firestopping for Nonmetallic Pipe, Conduit, or Tubing:
 - UL-Classified Systems: W-L-2001-2999.
 - 2. F-Rating: 1 hour to 2 hours.
 - 3. T-Rating: 1 hour.
 - 4. Type of Fill Materials: As required to achieve rating.
- E. Firestopping for Electrical Cable:
 - 1. UL-Classified Systems: W-L-3001-3999.
 - 2. F-Rating: 1 hour or 2 hours.
 - 3. T-Rating: 1 hour.
 - 4. Type of Fill Materials: As required to achieve rating.
- F. Firestopping for Miscellaneous Mechanical Penetrants:

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- 1. UL-Classified Systems: W-L-7001-7999.
- 2. F-Rating: 1 hour or 2 hours.
- 3. T-Rating: 1 hour.
- 4. Type of Fill Materials: As required to achieve rating.
- G. Firestopping for Groupings of Penetrants:
 - 1. UL-Classified Systems: W-L-8001-8999.
 - 2. F-Rating: 1 hour or 2 hours.
 - 3. T-Rating: 1 hour.
 - 4. Type of Fill Materials: As required to achieve rating.

END OF SECTION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. Section Includes:
 - 1. Silicone joint sealants.
 - 2. Polyurethane joint sealants.
 - 3. Latex joint sealants.
 - 4. Preformed joint sealants.
 - 5. Acoustical joint sealants.

1.03 PRECONSTRUCTION TESTING

- A. Preconstruction Compatibility and Adhesion Testing: Submit to joint-sealant manufacturers, for testing indicated below, samples of materials that will contact or affect joint sealants.
 - 1. Use ASTM C1087 to determine whether priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealants to joint substrates.
 - 2. Samples for Verification: For each type of sealant submit a color sample board and one sample joint, 1/2 inch wide by 6 inches long including joint substrates, shims, joint-sealant backings, secondary seals, and miscellaneous materials.
 - 3. Schedule sufficient time for testing and analyzing results to prevent delaying the Work.
 - 4. For materials failing tests, obtain joint-sealant manufacturer's written instructions for corrective measures including use of specially formulated primers.
 - 5. Testing will not be required if joint-sealant manufacturers submit joint preparation data that are based on previous testing, not older than 24 months, of sealant products for adhesion to, and compatibility with, joint substrates and other materials matching those submitted.

1.04 ACTION SUBMITTALS

- A. See Section 013300 SUBMITTALS, for Submittal Procedures.
- B. Product Data: For each joint-sealant product indicated.
- C. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.
- D. Joint-Sealant Schedule: Include the following information:
 - 1. Joint-sealant application, joint location, and designation.
 - 2. Joint-sealant manufacturer and product name.
 - 3. Joint-sealant formulation.
 - 4. Joint-sealant color.

1.05 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified Installer and testing agency.
- B. Product Certificates: For each kind of joint sealant and accessory, from manufacturer.
- C. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, indicating that sealants comply with requirements.

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- D. Preconstruction Compatibility and Adhesion Test Reports: From sealant manufacturer, indicating the following:
 - Materials forming joint substrates and joint-sealant backings have been tested for compatibility and adhesion with joint sealants.
 - 2. Interpretation of test results and written recommendations for primers and substrate preparation needed for adhesion.
- E. Warranties: Sample of special warranties.

1.06 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project with a minimum of three (3) years experience in the installation of the work of this section.
- B. Source Limitations: Obtain each kind of joint sealant from single source from single manufacturer.
- C. Product Testing: Test joint sealants using a qualified testing agency.
 - 1. Testing Agency Qualifications: An independent testing agency qualified according to ASTM C1021 to conduct the testing indicated.
 - 2. Test according to SWRI's Sealant Validation Program for compliance with requirements specified by reference to ASTM C920 for adhesion and cohesion under cyclic movement, adhesion-in-peel, and indentation hardness.
- D. Mockups: Install sealant in mockups of assemblies specified in other Sections that are indicated to receive joint sealants specified in this Section. Use materials and installation methods specified in this Section.

1.07 PROJECT CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:
 - 1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 degrees F.
 - 2. When joint substrates are wet.
 - Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
 - 4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

1.08 WARRANTY

- A. Special Installer's Warranty: Manufacturer's standard form in which Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
 - 1. Warranty Period: Two years from date of Substantial Completion.
- B. Special Manufacturer's Warranty: Manufacturer's standard form in which joint-sealant manufacturer agrees to furnish joint sealants to repair or replace those that do not comply with performance and other requirements specified in this Section within specified warranty period.
 - Warranty Period: Two (2) years from date of Substantial Completion.
- C. Special warranties specified in this article exclude deterioration or failure of joint sealants from the following:

- Movement of the structure caused by structural settlement or errors attributable to design or construction resulting in stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.
- 2. Disintegration of joint substrates from natural causes exceeding design specifications.
- 3. Mechanical damage caused by individuals, tools, or other outside agents.
- 4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

PART 2 - PRODUCTS

2.01 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.
- B. VOC Content of Interior Sealants: Sealants and sealant primers used inside the weatherproofing system shall comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24):

Architectural Sealants: 250 g/L.
 Sealant Primers for Nonporous Substrates: 250 g/L.

3. Sealant Primers for Porous Substrates: 775 g/L.

- C. Liquid-Applied Joint Sealants: Comply with ASTM C920 and other requirements indicated for each liquid-applied joint sealant specified, including those referencing ASTM C920 classifications for type, grade, class, and uses related to exposure and joint substrates.
 - Suitability for Immersion in Liquids. Where sealants are indicated for Use I for joints that will be continuously immersed in liquids, provide products that have undergone testing according to ASTM C1247. Liquid used for testing sealants is deionized water, unless otherwise indicated.
- D. Stain-Test-Response Characteristics: Where sealants are specified to be non-staining to porous substrates, provide products that have undergone testing according to ASTM C1248 and have not stained porous joint substrates indicated for Project.
- E. Suitability for Contact with Food: Where sealants are indicated for joints that will come in repeated contact with food, provide products that comply with 21 CFR 177.2600.
- F. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full color range.
- G. Sealant Abbreviations:

Use (related to application)

- 1. NT = Non-Traffic
- 2. T = Traffic

Type

- 1. S = Single Component
- 2. M = Multi-component
- 3. LM = Low Modulus
- 4. C = Clear
- 5. OP = Opaque

Grade

1. NS = Non-Sag

- 2. NF = Non-Flexible
- 3. P = Pourable
- 4. SL = Self-Leveling

Use (related to Material)

- 1. M = Mortar Contact
- 2. G = Glass Contact
- 3. A = Aluminum Contact
- 4. O = Other Materials
- 5. I = Immersible

2.02 SILICONE JOINT SEALANTS

- A. Single-Component, Non-sag, Neutral-Curing Silicone Joint Sealant: ASTM C920, Type S, Grade NS, Class 100/50, for Use (application) T; Use (for materials) M and O.
 - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Dow Corning Corporation; DOWSIL 790.
 - b. GE Advanced Materials Silicones; SCS2000 SilPruf LM.
 - c. Pecora Corporation; 301 NS
 - d. Sika Corporation, Construction Products Division; SikaSil-WS 290
 - e. Tremco Incorporated; Spectrem 1.
- B. Single-Component, Non-sag, Traffic-Grade, Neutral-Curing Silicone Joint Sealant: ASTM C920, Type S, Grade NS, Class 100/50, for Use (application) T; Use (for materials) M and O
 - 1. Products: Subject to compliance with requirements, provide the following:
 - a. Pecora Corporation; 311 NS.
 - b. Sika Corporation, Construction Products Division; SilkaSil-728 NS.
 - Tremco Incorporated; Spectrem 800.
- C. Single-Component, Pourable, Traffic-Grade, Neutral-Curing Silicone Joint Sealant: ASTM C920, Type S, Grade P, Class 100/50, for Use (application) T; Use (for materials) M
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Dow Corning Corporation; 890-SL.
 - b. Pecora Corporation; 310 SL.
 - c. Sika Corporation, Construction Products Division; SilkaSil-728 SL.
 - d. Tremco Incorporated: Spectrem 900 SL.
- D. Mildew-Resistant, Single-Component, Nonsag, Non-staining, Neutral-Curing Silicone Joint Sealant: ASTM C920, Type S, Grade NS, Class 50, for Use (application) NT; Use (for materials) M, G, A, and O
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Tremco Incorporated: Tremsil 200.
 - b. Pecora Corporation; 898 NST.
 - c. GE Advanced Materials; SCS1700 Sanitary.

2.03 POLYURETHANE JOINT SEALANTS

- A. Single-Component, Non-sag, non-staining, non-yellowing, moisture curing, paintable, Low VOC, Hybrid Polyurethane (STPU), Joint Sealant: ASTM C920, Type S, Grade NS, Class 50, for Use NT; Use (for materials) M, G, A, and O
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Sika Corporation, Construction Products Division; Sikaflex 15LM.
 - b. Pecora Corporation; Dynatrol I-XL.
 - Tremco Incorporated; Dymonic 100.

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- B. Single-Component, nonsag, traffic-grade, moisture cured, paintable, fire resistant, Polyurethane Joint Sealant: ASTM C920. Type S Grade NS, Class 35, for Use (application) NT; Use (for materials) M, A, O, and I
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. BASF; Masterseal NP1.
 - b. Sika Corporation, Construction Products Division; Sikaflex 1a.
 - c. Tremco Incorporated; Dymonic 100.
- Single-Component, Pourable, Traffic-Grade, moisture cured, Polyurethane Joint Sealant: ASTM C920, Type S, Grade P, Class 35, for Use (application) T; Use (for materials) M, A, and O
 - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. BASF; MasterSeal SL 1.
 - b. Pecora Corporation; Urexpan NR-201.
 - c. Sherwin-Williams Company, Loxon SL1 Self-Leveling.
 - d. Sika Corporation. Construction Products Division; Sikaflex 1CSL.
 - e. Tremco Incorporated; Vulkem 45 SSL.
- D. Immersible Multicomponent, Nonsag, Traffic-Grade, Chemically curing, Polyurethane Joint Sealant: ASTM C920, and meets ASTM C1247 test requirements, Type M, Grade NS and SL, Class 25, for Use (application) T; Use (for materials) M, A, O, and I.
 - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Sika Corporation, Construction Products Division, Sikaflex 2c NS EZ
 - b. Master Builders Solutions; MasterSeal NP 2.
 - c. Pecora Corporation; Dynatred.
 - d. Tremco Incorporated; Dymeric 240 FC.

2.04 LATEX JOINT SEALANTS

- A. Latex Joint Sealant: Acrylic latex or siliconized acrylic latex, ASTM C834, Type OP, Grade NF.
 - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. BASF; MasterSeal NP 520.
 - b. GE Advanced Materials; Ultra Seal.
 - c. Pecora Corporation; AC-20+.
 - d. Tremco Incorporated; Tremflex 834.
 - e. Sherwin Williams Company (SherMax Urethanized Elastomeric Sealant).

2.05 PREFORMED JOINT SEALANTS

- A. Preformed Foam Joint Sealant: Manufacturer's standard preformed, precompressed, open-cell foam sealant manufactured from Polyurethane foam with minimum density of 10 lb/cu. ft. (160 kg/cu. m) and impregnated with a nondrying, water-repellent agent. Factory produce in precompressed sizes in roll or stick form to fit joint widths indicated; coated on one side with a pressure-sensitive adhesive and covered with protective wrapping.
 - 1. Products: Subject to compliance with requirements, provide the following:
 - a. Tremco Incorporated; Spectrum SimpleSeal.
 - b. Tremco Incorporated; Illmod 600
 - c. Emseal Joint Systems, Ltd.; 25V.
 - d. Schul International Company; Sealtite Standard.

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2.06 ACOUSTICAL JOINT SEALANTS

- A. Acoustical Joint Sealant: Manufacturer's standard non-sag, fire resistant, paintable, non-staining acrylic latex sealant complying with ASTM C834. Product effectively reduces airborne sound transmission through perimeter joints and openings in building construction as demonstrated by testing representative assemblies according to ASTM E90.
 - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Pecora Corporation; AC-20 FTR.
 - b. Sherwin-Williams Company, Sher-Max Urethanized Elastomeric Sealant
 - c. Tremco Incorporated; Tremflex 834, Acoustical/Curtain Wall Sealant
 - d. USG Corporation; SHEETROCK Acoustical Sealant.

2.07 BUTYL SEALANTS

- A. Butyl Sealant: Manufacturer's non-skinning, non-hardening, non-bleeding permanently flexible gun grade compound to limit sound transmission, seal painted and aluminized metal panels and to act as a vapor barrier for polyethylene barrier films complying with ASTM C919, Use (application) NT; Use (for materials) M, G, A, and O.
 - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Pecora Corporation; BA-98.
 - b. DOWSIL 335 Butyl Sealant
- B. Butyl Sealant: Manufacturer's one-part gun grade compound formulated from virgin butyl rubber for use as a sealing and glazing compound complying with ASTM C1311, Type S, for Use (application) NT; Use (for materials) M, G, A, and O.
 - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Pecora Corporation; BC-158.
 - b. Tremco; Tremco Butyl Sealant

2.08 JOINT SEALANT BACKING

- A. General: Provide sealant backings of material that are non-staining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Cylindrical Sealant Backings: ASTM C1330, Type C (closed-cell material with a surface skin) Type B (bicellular material with a surface skin) or any of the preceding types, as approved in writing by joint-sealant manufacturer for joint application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
- C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

2.09 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or

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- harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Non-staining, non-absorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
 - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
 - 2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
 - a. Concrete.
 - b. Masonry.
 - Unglazed surfaces of ceramic tile.
 - 3. Remove laitance and form-release agents from concrete.
 - 4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
 - a. Metal.
 - b. Glass.
- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.03 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

- C. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 - 1. Do not leave gaps between ends of sealant backings.
 - 2. Do not stretch, twist, puncture, or tear sealant backings.
 - 3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
 - 1. Place sealants so they directly contact and fully wet joint substrates.
 - 2. Completely fill recesses in each joint configuration.
 - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
 - 1. Remove excess sealant from surfaces adjacent to joints.
 - 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
 - 3. Provide concave joint profile per Figure 8A in ASTM C1193, unless otherwise indicated.
 - 4. Provide flush joint profile where indicated per Figure 8B in ASTM C1193.
 - 5. Provide recessed joint configuration of recess depth and at locations indicated per Figure 8C in ASTM C1193.
 - a. Use masking tape to protect surfaces adjacent to recessed tooled joints.
- G. Acoustical Sealant Installation: At sound-rated assemblies and elsewhere as indicated, seal construction at perimeters, behind control joints, and at openings and penetrations and at perimeters of acoustical Panel edge channels of Acoustical Panel Ceiling systems. with a continuous bead of acoustical sealant. Install acoustical sealant at both faces of partitions at perimeters and through penetrations. Comply with ASTM C919 and with manufacturer's written recommendations.

3.04 FIELD QUALITY CONTROL

- A. Field-Adhesion Testing: Field test joint-sealant adhesion to joint substrates as follows:
 - 1. Extent of Testing: Test completed and cured sealant joints as follows:
 - a. Perform 1 test for each 500 feet of joint length thereafter or 1 test per each floor per elevation.
 - 2. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C1193 or Method A, Tail Procedure, in ASTM C1521.
 - For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.
 - 3. Inspect tested joints and report on the following:
 - a. Whether sealants filled joint cavities and are free of voids.
 - b. Whether sealant dimensions and configurations comply with specified requirements.
 - c. Whether sealants in joints connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of

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- product and joint substrate. Compare these results to determine if adhesion passes sealant manufacturer's field-adhesion hand-pull test criteria.
- 4. Record test results in a field-adhesion-test log. Include dates when sealants were installed, names of persons who installed sealants, test dates, test locations, whether joints were primed, adhesion results and percent elongations, sealant fill, sealant configuration, and sealant dimensions.
- Repair sealants pulled from test area by applying new sealants following same procedures
 used originally to seal joints. Ensure that original sealant surfaces are clean and that new
 sealant contacts original sealant.
- B. Evaluation of Field-Adhesion Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

3.05 CLEANING

A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.06 PROTECTION

A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

3.07 JOINT-SEALANT SCHEDULE

- A. Joint-Sealant Application: Exterior joints in horizontal traffic surfaces.
 - 1. Joint Locations:
 - a. Control and expansion joints in paver and pavement installations.
 - b. Isolation and contraction joints in cast-in-place concrete slabs.
 - c. Tile control and expansion joints.
 - 2. Sealant Types:
 - a. Silicone Joint Sealant: Single component, non-sag, traffic grade, neutral curing.
 - b. Polyurethane Joint Sealant: Single component, pourable, traffic grade.
 - c. Preformed Joint Sealant: Preformed foam sealant.
 - 3. Joint-Sealant Colors: As selected by Architect from manufacturer's full range of colors.
- B. Joint-Sealant Application: Exterior joints in horizontal traffic surfaces subject to water immersion.
 - 1. Joint Locations:
 - a. Joints in pedestrian plazas.
 - 2. Sealant Types:
 - a. Polyurethane Joint Sealant: Immersible, multicomponent, non-sag, traffic grade.
 - 3. Joint-Sealant Colors: As selected by Architect from manufacturer's full range of colors.
- C. Joint-Sealant Application: Exterior joints in vertical surfaces and horizontal non-traffic surfaces.
 - 1. Joint Locations:
 - a. Construction joints in cast-in-place concrete.
 - b. Control and expansion joints in unit masonry.
 - c. Joints in dimension stone cladding.

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- d. Joints between metal panels.
- e. Joints between different materials listed above.
- f. Perimeter joints between materials listed above and frames of doors windows and louvers.
- g. Control and expansion joints in ceilings and other overhead surfaces.
- 2. Sealant Types:
 - a. Silicone Joint Sealant: Single component, non-sag, neutral curing, Class 100/50.
 - b. Polyurethane Joint Sealant: Single component, non-sag, Class 100/50.
- 3. Joint-Sealant Colors: As selected by Architect from manufacturer's full range of colors.
- D. Joint-Sealant Application: Interior joints in horizontal traffic surfaces.
 - 1. Joint Locations:
 - a. Isolation joints in cast-in-place concrete slabs.
 - b. Control and expansion joints in tile flooring.
 - Sealant Type:
 - a. Polyurethane Joint Sealant: Single component, non-sag, traffic grade.
 - 3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.
- E. Joint-Sealant Application: Interior joints in vertical surfaces and horizontal non-traffic surfaces.
 - 1. Joint Locations:
 - a. Perimeter joints of exterior openings where indicated.
 - b. Tile control and expansion joints.
 - c. Vertical joints on exposed surfaces of walls and partitions.
 - d. Perimeter joints between interior wall surfaces and frames of interior doors windows and elevator entrances.
 - Sealant Type:
 - a. Latex Acrylic based Joint Sealant.
 - 3. Joint-Sealant Colors: As selected by Architect from manufacturer's full range of colors.
- F. Joint-Sealant Application: Mildew-resistant interior joints in vertical surfaces and horizontal non-traffic surfaces.
 - 1. Joint Sealant Location:
 - a. Joints between plumbing fixtures and adjoining walls, floors, and counters.
 - b. Tile control and expansion joints where indicated.
 - Sealant Type
 - a. Silicone Joint Sealant: Mildew resistant, single component, non-sag, neutral curing.
 - 3. Joint-Sealant Colors: As selected by Architect from manufacturer's full range of colors.
- G. Joint-Sealant Application: Interior acoustical joints in vertical surfaces and horizontal non-traffic surfaces.
 - 1. Joint Location:
 - a. Acoustical joints where indicated.
 - b. Other joints as indicated.
 - 2. Joint Sealant: Acoustical joint sealant.

3.08 SEALANT INSTALLATION LOG

- A. A tabular log of all sealant installations on the project shall be be keep and submitted with the O & M manuals at the completion of the project.
- B. Tabular log shall have columns for:
 - 1. Sealant type
 - 2. Sealant installation location
 - 3. Temperature during installation
 - 4. Date of Installation

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- 5. Manufacturer
- 6. Sealant color installed.

END OF SECTION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

A. Section includes hollow-metal doors, fixed panels and frames.

1.03 DEFINITIONS

A. Minimum Thickness: Minimum thickness of base metal without coatings according to NAAMM-HMMA 803 or ANSI/SDI A250.8.

1.04 COORDINATION

A. Coordinate anchorage installation for hollow-metal frames. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors. Deliver such items to Project site in time for installation.

1.05 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include construction details, material descriptions, core descriptions, fire-resistance ratings, and finishes.
- B. Shop Drawings: Include the following:
 - Elevations of each door type.
 - 2. Details of doors, including vertical- and horizontal-edge details and metal thicknesses.
 - 3. Frame details for each frame type, including dimensioned profiles and metal thicknesses.
 - 4. Locations of reinforcement and preparations for hardware.
 - 5. Details of each different wall opening condition.
 - 6. Details of anchorages, joints, field splices, and connections.
 - 7. Details of accessories.
 - 8. Details of moldings, removable stops, and glazing.
 - 9. Details of conduit and preparations for power, signal, and control systems.

C. Samples for Verification:

- For each type of exposed finish required, prepared on Samples of not less than 3 by 5 inches.
- 2. For "Doors" and "Frames" subparagraphs below, prepare Samples approximately 12 by 12 inches to demonstrate compliance with requirements for quality of materials and construction.
- D. Schedule: Provide a schedule of hollow-metal work prepared by or under the supervision of supplier, using same reference numbers for details and openings as those on Drawings. Coordinate with final Door Hardware Schedule.

1.06 INFORMATIONAL SUBMITTALS

A. Product Test Reports: For each type of hollow-metal door and frame assembly, for tests performed by a qualified testing agency.

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1.07 DELIVERY, STORAGE, AND HANDLING

- A. Deliver hollow-metal work palletized, packaged, or crated to provide protection during transit and Project-site storage. Do not use non-vented plastic.
 - 1. Provide additional protection to prevent damage to factory-finished units.
- B. Deliver welded frames with two removable spreader bars across bottom of frames, tack welded to jambs and mullions.
- C. Store hollow-metal work vertically under cover at Project site with head up. Place on minimum 4-inch high wood blocking. Provide minimum 1/4-inch space between each stacked door to permit air circulation.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - Ceco Door Products; an Assa Abloy Group company.
 - 2. Curries Company; an Assa Abloy Group company.
 - 3. Karpen Steel Custom Doors & Frames.
 - 4. Steelcraft; an Ingersoll-Rand company.
- B. Source Limitations: Obtain hollow-metal work from single source from single manufacturer.

2.02 REGULATORY REQUIREMENTS

- A. Fire-Rated Assemblies: Complying with NFPA 80 and listed and labeled by a qualified testing agency acceptable to authorities having jurisdiction for fire-protection ratings indicated, based on testing at positive pressure according to NFPA 252 or UL 10C.
 - Smoke- and Draft-Control Assemblies: Provide an assembly with gaskets listed and labeled for smoke and draft control by a qualified testing agency acceptable to authorities having jurisdiction, based on testing according to UL 1784 and installed in compliance with NFPA 105.
- B. Fire-Rated, Borrowed-Light Assemblies: Complying with NFPA 80 and listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction for fire-protection ratings indicated, based on testing according to NFPA 257 or UL 9.

2.03 INTERIOR DOORS AND FRAMES

- A. Construct interior doors and frames to comply with the standards indicated for materials, fabrication, hardware locations, hardware reinforcement, tolerances, and clearances, and as specified.
- B. Extra Heavy-Duty Doors and Frames: SDI A250.8 Level 3. At locations indicated in the Door and Frame Schedule.
 - 1. Physical Performance: Level B according to ANSI/SDI A250.4.
 - 2. Doors:
 - a. Type: As indicated in the Door and Frame Schedule.
 - b. Thickness: 1 3/4 inches.
 - Face: cold-rolled steel sheet, minimum thickness of 0.053 inch (16 gauge) (Level 3).
 - d. Edge Construction: Model 2, Seamless.

- e. Core Materials: Manufacturer's standard kraft-paper honeycomb, polystyrene, polyurethane, polyisocyanurate, mineral-board, or vertical steel-stiffener core at manufacturer's discretion.
- 3. Frames:
 - Materials: Metallic-coated steel sheet, minimum thickness of 0.053 inch (16 gauge) (Level 3).
 - b. Construction: Full Profile Weld Type.
- 4. Exposed Finish: Prime.

2.04 EXTERIOR HOLLOW-METAL DOORS AND FRAMES

- A. Construct exterior doors and frames to comply with the standards indicated for materials, fabrication, hardware locations, hardware reinforcement, tolerances, and clearances, and as specified.
- B. Extra Heavy-Duty Doors and Frames: SDI A250.8 Level 3. At locations indicated in the Door and Frame Schedule.
 - 1. Physical Performance: Level A according to SDI A250.4.
 - 2. Doors:
 - a. Type: As indicated in the Door and Frame Schedule.
 - b. Thickness: 1 3/4 inches.
 - c. Face: Metallic-coated steel sheet, minimum thickness of 0.053 inch (16 gauge) (Level 3), with minimum A60 coating.
 - d. Edge Construction: Model 2, Seamless.
 - e. Core Materials:
 - 1) Thermal-Rated Doors: Provide doors fabricated with a thermal-resistance value (R-value) of not less than R-10 when tested according to ASTM C1363. Provide Polyisocyanurate insulation.
 - Provide Proprietary Bullet-resistant Core for doors noted as Security Doors on the drawings.
 - (a) Manufacturer: Total Security Solutions or approved equal.
 - (b) Security Level: Level 3 in accordance with UL 752.
 - (c) Hinges: Continuous Geared Hinge provided from factory.
 - 3. Frames:
 - a. Materials: Metallic-coated steel sheet, minimum thickness of 0.067 inch (14 gauge) (Level 4), with minimum A60 (ZF120) coating.
 - b. Construction: Full Profile Weld Type.
 - 4. Exposed Finish: Prime.

2.05 FRAME ANCHORS

- A. Jamb Anchors:
 - 1. Masonry Type: Adjustable strap-and-stirrup or T-shaped anchors to suit frame size, not less than 0.042 inch thick, with corrugated or perforated straps not less than 2 inches wide by 10 inches long; or wire anchors not less than 0.177 inch thick.
 - Stud-Wall Type: Designed to engage stud, welded to back of frames; not less than 0.042 inch thick.
 - 3. Postinstalled Expansion Type for In-Place Concrete or Masonry: Minimum 3/8-inch diameter bolts with expansion shields or inserts. Provide pipe spacer from frame to wall, with throat reinforcement plate, welded to frame at each anchor location.
- B. Floor Anchors: Formed from same material as frames, minimum thickness of 0.042 inch, and as follows:
 - 1. Monolithic Concrete Slabs: Clip-type anchors, with two holes to receive fasteners.

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2.06 MATERIALS

- A. Hot-Rolled Steel Sheet: ASTM A1011/A1011M, Commercial Steel (CS), Type B; free of scale, pitting, or surface defects; pickled and oiled.
- B. Metallic-Coated Steel Sheet: ASTM A 653/A 653M, Commercial Steel (CS), Type B.
- C. Frame Anchors: ASTM A879/A879M, Commercial Steel (CS), 04Z (12G) coating designation; mill phosphatized.
 - For anchors built into exterior walls, steel sheet complying with ASTM A1008/A1008M or ASTM A1011/A1011M, hot-dip galvanized according to ASTM A153/A153M, Class B.
- D. Inserts, Bolts, and Fasteners: Hot-dip galvanized according to ASTM A153/A153M.
- E. Grout: ASTM C476, except with a maximum slump of 4 inches, as measured according to ASTM C143/C143M.
- F. Glazing: Comply with requirements in Section 088000 GLAZING
- G. Bituminous Coating: Cold-applied asphalt mastic, compounded for 15-mil dry film thickness per coat. Provide inert-type noncorrosive compound free of asbestos fibers, sulfur components, and other deleterious impurities.

2.07 FABRICATION

A. Fabricate hollow-metal work to be rigid and free of defects, warp, or buckle. Accurately form metal to required sizes and profiles, with minimum radius for metal thickness. Where practical, fit and assemble units in manufacturer's plant. To ensure proper assembly at Project site, clearly identify work that cannot be permanently factory assembled before shipment.

B. Hollow-Metal Doors:

- 1. Steel-Stiffened Door Cores: Provide minimum thickness 0.026 inch, steel vertical stiffeners of same material as face sheets extending full-door height, with vertical webs spaced not more than 6 inches apart. Spot weld to face sheets no more than 5 inches o.c. Fill spaces between stiffeners with glass- or mineral-fiber insulation.
- 2. Fire Door Cores: As required to provide fire-protection ratings indicated.
- 3. Vertical Edges for Single-Acting Doors: Bevel edges 1/8 inch in 2 inches.
- 4. Top Edge Closures: Close top edges of doors with flush closures of same material as face sheets.
- 5. Bottom Edge Closures: Close bottom edges of doors with end closures or channels of same material as face sheets.
- 6. Exterior Doors: Provide weep-hole openings in bottoms of exterior doors to permit moisture to escape. Seal joints in top edges of doors against water penetration.
- 7. Astragals: Provide overlapping astragal on one leaf of pairs of doors where required by NFPA 80 for fire-performance rating or where indicated. Extend minimum 3/4 inch beyond edge of door on which astragal is mounted or as required to comply with published listing of qualified testing agency.
- C. Hollow-Metal Frames: Where frames are fabricated in sections due to shipping or handling limitations, provide alignment plates or angles at each joint, fabricated of same thickness metal as frames.
 - Sidelight and Transom Bar Frames: Provide closed tubular members with no visible face seams or joints, fabricated from same material as door frame. Fasten members at crossings and to jambs by butt welding.

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- 2. Provide countersunk, flat- or oval-head exposed screws and bolts for exposed fasteners unless otherwise indicated.
- 3. Grout Guards: Weld guards to frame at back of hardware mortises in frames to be grouted.
- 4. Floor Anchors: Weld anchors to bottoms of jambs with at least four spot welds per anchor; however, for slip-on drywall frames, provide anchor clips or countersunk holes at bottoms of jambs.
- 5. Jamb Anchors: Provide number and spacing of anchors as follows:
 - a. Masonry Type: Locate anchors not more than 16 inches from top and bottom of frame. Space anchors not more than 32 inches o.c., to match coursing, and as follows:
 - 1) Two anchors per jamb up to 60 inches high.
 - 2) Three anchors per jamb from 60 to 90 inches high.
 - 3) Four anchors per jamb from 90 to 120 inches high.
 - 4) Four anchors per jamb plus one additional anchor per jamb for each 24 inches or fraction thereof above 120 inches high.
 - b. Stud-Wall Type: Locate anchors not more than 18 inches from top and bottom of frame. Space anchors not more than 32 inches o.c. and as follows:
 - 1) Three anchors per jamb up to 60 inches high.
 - 2) Four anchors per jamb from 60 to 90 inches high.
 - 3) Five anchors per jamb from 90 to 96 inches high.
 - 4) Five anchors per jamb plus one additional anchor per jamb for each 24 inches or fraction thereof above 96 inches high.
 - c. Postinstalled Expansion Type: Locate anchors not more than 6 inches from top and bottom of frame. Space anchors not more than 26 inches o.c.
- 6. Head Anchors: Two anchors per head for frames more than 42 inches wide and mounted in metal-stud partitions.
- 7. Door Silencers: Except on weather-stripped frames, drill stops to receive door silencers as follows. Keep holes clear during construction.
 - a. Single-Door Frames: Drill stop in strike jamb to receive three door silencers.
 - b. Double-Door Frames: Drill stop in head jamb to receive two door silencers.
- 8. Terminated Stops: Terminate stops 6 inches above finish floor with a 45 degree angle cut, and close open end of stop with steel sheet closure. Cover opening in extension of frame with welded-steel filler plate, with welds ground smooth and flush with frame.
- D. Fabricate concealed stiffeners and edge channels from either cold- or hot-rolled steel sheet.
- E. Hardware Preparation: Factory prepare hollow-metal work to receive templated mortised hardware; include cutouts, reinforcement, mortising, drilling, and tapping according to ANSI/SDI A250.6, the Door Hardware Schedule, and templates.
 - 1. Reinforce doors and frames to receive non-templated, mortised, and surface-mounted door hardware.
 - 2. Comply with applicable requirements in ANSI/SDI A250.6 and BHMA A156.115 for preparation of hollow-metal work for hardware.
- F. Stops and Frame Moldings: Provide beveled stops and frame moldings around glazed lites and louvers where indicated. Form corners of interior stops and moldings with mitered hairline joints. Exterior frame moldings shall be welded and ground smooth prior to priming.
 - Single Glazed Lites: Provide beveled fixed stops and moldings welded on secure side of hollow-metal work.
 - 2. Multiple Glazed Lites: Provide beveled fixed and removable stops and moldings so that each glazed lite is capable of being removed independently.
 - 3. Provide beveled fixed frame moldings on outside of exterior and on secure side of interior doors and frames.
 - 4. Frame profiles shall be beveled unless indicated otherwise on the drawings.

- 5. Provide beveled loose stops and moldings on inside of hollow-metal work.
- 6. Coordinate rabbet width between fixed and removable stops with glazing and installation types indicated.

2.08 STEEL FINISHES

- A. Prime Finish: Clean, pretreat, and apply manufacturer's standard primer.
 - 1. Shop Primer: Manufacturer's standard, fast-curing, lead- and chromate-free primer complying with ANSI/SDI A250.10; recommended by primer manufacturer for substrate; compatible with substrate and field-applied coatings despite prolonged exposure.

2.09 ACCESSORIES

- A. Mullions and Transom Bars: Join to adjacent members by welding or rigid mechanical anchors.
- B. Grout Guards: Formed from same material as frames, not less than 0.016 inch thick.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Examine roughing-in for embedded and built-in anchors to verify actual locations before frame installation.
- C. Prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 PREPARATION

- A. Remove welded-in shipping spreaders installed at factory. Restore exposed finish by grinding, filling, and dressing, as required to make repaired area smooth, flush, and invisible on exposed faces.
- Drill and tap doors and frames to receive non-templated, mortised, and surface-mounted door hardware.

3.03 INSTALLATION

- A. General: Install hollow-metal work plumb, rigid, properly aligned, and securely fastened in place. Comply with Drawings and manufacturer's written instructions.
- B. Hollow-Metal Frames: Install hollow-metal frames of size and profile indicated. Comply with ANSI/SDI A250.11 or NAAMM-HMMA 840 as required by standards specified.
 - Set frames accurately in position; plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is complete, remove temporary braces, leaving surfaces smooth and undamaged.
 - a. At fire-rated openings, install frames according to NFPA 80.
 - b. Where frames are fabricated in sections because of shipping or handling limitations, field splice at approved locations by welding face joint continuously; grind, fill, dress, and make splice smooth, flush, and invisible on exposed faces.
 - c. Install frames with removable stops located on secure side of opening.

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- d. Install door silencers in frames before grouting.
- e. Remove temporary braces necessary for installation only after frames have been properly set and secured.
- f. Check plumb, square, and twist of frames as walls are constructed. Shim as necessary to comply with installation tolerances.
- g. Field apply bituminous coating to backs of frames that will be filled with grout containing anti-freezing agents.
- 2. Floor Anchors: Provide floor anchors for each jamb and mullion that extends to floor, and secure with postinstalled expansion anchors.
- 3. Metal-Stud Partitions: Solidly pack mineral-fiber insulation inside frames.
- 4. Masonry Walls: Coordinate installation of frames to allow for solidly filling space between frames and masonry with grout.
- Concrete Walls: Solidly fill space between frames and concrete with mineral-fiber insulation
- 6. In-Place Concrete or Masonry Construction: Secure frames in place with postinstalled expansion anchors. Countersink anchors, and fill and make smooth, flush, and invisible on exposed faces.
- 7. In-Place Metal or Wood-Stud Partitions: Secure slip-on drywall frames in place according to manufacturer's written instructions.
- 8. Installation Tolerances: Adjust hollow-metal door frames for squareness, alignment, twist, and plumb to the following tolerances:
 - a. Squareness: Plus or minus 1/16 inch, measured at door rabbet on a line 90 degrees from jamb perpendicular to frame head.
 - b. Alignment: Plus or minus 1/16 inch, measured at jambs on a horizontal line parallel to plane of wall.
 - c. Twist: Plus or minus 1/16 inch, measured at opposite face corners of jambs on parallel lines, and perpendicular to plane of wall.
 - d. Plumbness: Plus or minus 1/16 inch, measured at jambs at floor.
- C. Hollow-Metal Doors: Fit hollow-metal doors accurately in frames, within clearances specified below. Shim as necessary.
 - 1. Non-Fire-Rated Steel Doors:
 - a. Between Door and Frame Jambs and Head: 1/8 inch plus or minus 1/32 inch.
 - b. Between Edges of Pairs of Doors: 1/8 inch to 1/4 inch plus or minus 1/32 inch.
 - c. At Bottom of Door: 5/8 inch plus or minus 1/32 inch.
 - d. Between Door Face and Stop: 1/16 inch to 1/8 inch plus or minus 1/32 inch.
 - 2. Fire-Rated Doors: Install doors with clearances according to NFPA 80.
 - Smoke-Control Doors: Install doors and gaskets according to NFPA 105.
- D. Glazing: Comply with installation requirements in Section 088000 GLAZING and with hollow-metal manufacturer's written instructions.
 - 1. Secure stops with countersunk flat- or oval-head machine screws spaced uniformly not more than 9 inches o.c. and not more than 2 inches o.c. from each corner.

3.04 ADJUSTING AND CLEANING

- A. Final Adjustments: Check and readjust operating hardware items immediately before final inspection. Leave work in complete and proper operating condition. Remove and replace defective work, including hollow-metal work that is warped, bowed, or otherwise unacceptable.
- B. Remove grout and other bonding material from hollow-metal work immediately after installation.
- C. Prime-Coat Touchup: Immediately after erection, sand smooth rusted or damaged areas of prime coat and apply touchup of compatible air-drying, rust-inhibitive primer.

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- D. Metallic-Coated Surface Touchup: Clean abraded areas and repair with galvanizing repair paint according to manufacturer's written instructions.
- E. Touchup Painting: Cleaning and touchup painting of abraded areas of paint are specified in painting Sections.

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

A. Section includes:

Mechanical and electrified door hardware

B. Related Sections:

- 1. Division 01 Section "Alternates" for alternates affecting this section.
- 2. Division 06 Section "Rough Carpentry"
- Division 07 Section "Joint Sealants" for sealant requirements applicable to threshold installation specified in this section.
- 4. Division 08 Sections:
 - a. "Metal Doors and Frames"
- 5. Division 28 "Electronic Safety and Security" sections for coordination with other components of electronic access control system and fire alarm system.

1.02 REFERENCES

A. UL LLC

- 1. UL 10B Fire Test of Door Assemblies
- 2. UL 10C Positive Pressure Test of Fire Door Assemblies
- 3. UL 1784 Air Leakage Tests of Door Assemblies
- 4. UL 305 Panic Hardware

B. DHI - Door and Hardware Institute

- 1. Sequence and Format for the Hardware Schedule
- 2. Recommended Locations for Builders Hardware
- 3. Keying Systems and Nomenclature
- 4. Installation Guide for Doors and Hardware

C. NFPA – National Fire Protection Association

- 1. NFPA 70 National Electric Code
- 2. NFPA 80 2016 Edition Standard for Fire Doors and Other Opening Protectives
- 3. NFPA 101 Life Safety Code
- 4. NFPA 105 Smoke and Draft Control Door Assemblies
- 5. NFPA 252 Fire Tests of Door Assemblies

D. ANSI - American National Standards Institute

- 1. ANSI A117.1 2017 Edition Accessible and Usable Buildings and Facilities
- ANSI/BHMA A156.1 A156.29, and ANSI/BHMA A156.31 Standards for Hardware and Specialties
- 3. ANSI/BHMA A156.28 Recommended Practices for Keying Systems
- 4. ANSI/WDMA I.S. 1A Interior Architectural Wood Flush Doors
- 5. ANSI/SDI A250.8 Standard Steel Doors and Frames

1.03 SUBMITTALS

A. General:

- 1. Submit in accordance with Conditions of Contract and Division 01 Submittal Procedures.
- 2. Prior to forwarding submittal:
 - Review drawings and Sections from related trades to verify compatibility with specified hardware.

 Highlight, encircle, or otherwise specifically identify on submittals: deviations from Contract Documents, issues of incompatibility or other issues which may detrimentally affect the Work.

B. Action Submittals:

- 1. Product Data: Submit technical product data for each item of door hardware, installation instructions, maintenance of operating parts and finish, and other information necessary to show compliance with requirements.
- 2. Riser and Wiring Diagrams: After final approval of hardware schedule, submit details of electrified door hardware, indicating:
 - a. Wiring Diagrams: For power, signal, and control wiring and including:
 - Details of interface of electrified door hardware and building safety and security systems.
 - 2) Schematic diagram of systems that interface with electrified door hardware.
 - 3) Point-to-point wiring.
 - Risers.
- 3. Samples for Verification: If requested by Architect, submit production sample of requested door hardware unit in finish indicated and tagged with full description for coordination with schedule.
 - a. Samples will be returned to supplier. Units that are acceptable to Architect may, after final check of operations, be incorporated into Work, within limitations of key coordination requirements.
- 4. Door Hardware Schedule:
 - a. Submit concurrent with submissions of Product Data, Samples, and Shop Drawings. Coordinate submission of door hardware schedule with scheduling requirements of other work to facilitate fabrication of other work critical in Project construction schedule.
 - b. Submit under direct supervision of a Door Hardware Institute (DHI) certified Architectural Hardware Consultant (AHC) or Door Hardware Consultant (DHC) with hardware sets in vertical format as illustrated by Sequence of Format for the Hardware Schedule published by DHI.
 - c. Indicate complete designations of each item required for each opening, include:
 - Door Index: door number, heading number, and Architect's hardware set number.
 - 2) Quantity, type, style, function, size, and finish of each hardware item.
 - 3) Name and manufacturer of each item.
 - 4) Fastenings and other pertinent information.
 - 5) Location of each hardware set cross-referenced to indications on Drawings.
 - 6) Explanation of all abbreviations, symbols, and codes contained in schedule.
 - 7) Mounting locations for hardware.
 - 8) Door and frame sizes and materials.
 - 9) Degree of door swing and handing.
 - 10) Operational Description of openings with electrified hardware covering egress, ingress (access), and fire/smoke alarm connections.
- 5. Key Schedule:
 - After Keying Conference, provide keying schedule that includes levels of keying, explanations of key system's function, key symbols used, and door numbers controlled.
 - b. Use ANSI/BHMA A156.28 "Recommended Practices for Keying Systems" as guideline for nomenclature, definitions, and approach for selecting optimal keying system.
 - c. Provide 3 copies of keying schedule for review prepared and detailed in accordance with referenced DHI publication. Include schematic keying diagram and index each key to unique door designations.

- d. Index keying schedule by door number, keyset, hardware heading number, cross keying instructions, and special key stamping instructions.
- e. Provide one complete bitting list of key cuts and one key system schematic illustrating system usage and expansion. Forward bitting list, key cuts and key system schematic directly to Owner, by means as directed by Owner.
- f. Prepare key schedule by or under supervision of supplier, detailing Owner's final keying instructions for locks.

C. Informational Submittals:

- Provide Qualification Data for Supplier, Installer and Architectural Hardware Consultant.
- 2. Provide Product Data:
 - a. Certify that door hardware approved for use on types and sizes of labeled fire-rated doors complies with listed fire-rated door assemblies.
 - b. Include warranties for specified door hardware.

D. Closeout Submittals:

- 1. Operations and Maintenance Data: Provide in accordance with Division 01 and include:
 - a. Complete information on care, maintenance, and adjustment; data on repair and replacement parts, and information on preservation of finishes.
 - b. Catalog pages for each product.
 - c. Final approved hardware schedule edited to reflect conditions as installed.
 - d. Final keying schedule
 - e. Copy of warranties including appropriate reference numbers for manufacturers to identify project.
 - f. As-installed wiring diagrams for each opening connected to power, both low voltage and 110 volts.

E. Inspection and Testing:

- Submit written reports to the Owner and Authority Having Jurisdiction (AHJ) of the results
 of functional testing and inspection for:
 - a. Fire door assemblies, in compliance with NFPA 80.
 - b. Required egress door assemblies, in compliance with NFPA 101.

1.04 QUALITY ASSURANCE

A. Qualifications and Responsibilities:

- Supplier: Recognized architectural hardware supplier with a minimum of 5 years documented experience supplying both mechanical and electromechanical door hardware similar in quantity, type, and quality to that indicated for this Project. Supplier to be recognized as a factory direct distributor by the manufacturer of the primary materials with a warehousing facility in the Project's vicinity. Supplier to have on staff, a certified Architectural Hardware Consultant (AHC) or Door Hardware Consultant (DHC) available to Owner, Architect, and Contractor, at reasonable times during the Work for consultation.
- Installer: Qualified tradesperson skilled in the application of commercial grade hardware with experience installing door hardware similar in quantity, type, and quality as indicated for this Project.
- 3. Architectural Hardware Consultant: Person who is experienced in providing consulting services for door hardware installations that are comparable in material, design, and extent to that indicated for this Project and meets these requirements:
 - a. For door hardware: DHI certified AHC or DHC.
 - Can provide installation and technical data to Architect and other related subcontractors.
 - Can inspect and verify components are in working order upon completion of installation.

- d. Capable of producing wiring diagram and coordinating installation of electrified hardware with Architect and electrical engineers.
- Single Source Responsibility: Obtain each type of door hardware from single manufacturer.

B. Certifications:

- 1. Fire-Rated Door Openings:
 - a. Provide door hardware for fire-rated openings that complies with NFPA 80 and requirements of authorities having jurisdiction.
 - b. Provide only items of door hardware that are listed products tested by UL LLC, Intertek Testing Services, or other testing and inspecting organizations acceptable to authorities having jurisdiction for use on types and sizes of doors indicated, based on testing at positive pressure and according to NFPA 252 or UL 10C and in compliance with requirements of fire-rated door and door frame labels.
- 2. Smoke and Draft Control Door Assemblies:
 - a. Provide door hardware that meets requirements of assemblies tested according to UL 1784 and installed in compliance with NFPA 105
 - b. Comply with the maximum air leakage of 0.3 cfm/sq. ft. (3 cu. m per minute/sq. m) at tested pressure differential of 0.3-inch wg (75 Pa) of water.
- 3. Electrified Door Hardware
 - a. Listed and labeled as defined in NFPA 70, Article 100, by testing agency acceptable to authorities having jurisdiction.
- 4. Accessibility Requirements:
 - a. Comply with governing accessibility regulations cited in "REFERENCES" article 087100, 1.02.D3 herein for door hardware on doors in an accessible route. This project must comply with all Federal Americans with Disability Act regulations and all Local Accessibility Regulations.

C. Pre-Installation Meetings

- Keying Conference
 - Incorporate keying conference decisions into final keying schedule after reviewing door hardware keying system including:
 - 1) Function of building, flow of traffic, purpose of each area, degree of security required, and plans for future expansion.
 - 2) Preliminary key system schematic diagram.
 - 3) Requirements for key control system.
 - 4) Requirements for access control.
 - 5) Address for delivery of keys.
- 2. Pre-installation Conference
 - Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 - b. Inspect and discuss preparatory work performed by other trades.
 - c. Inspect and discuss electrical roughing-in for electrified door hardware.
 - d. Review sequence of operation for each type of electrified door hardware.
 - e. Review required testing, inspecting, and certifying procedures.
 - f. Review questions or concerns related to proper installation and adjustment of door hardware
- 3. Electrified Hardware Coordination Conference:
 - a. Prior to ordering electrified hardware, schedule and hold meeting to coordinate door hardware with security, electrical, doors and frames, and other related suppliers.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Inventory door hardware on receipt and provide secure lock-up for hardware delivered to Project site. Promptly replace products damaged during shipping.
- B. Tag each item or package separately with identification coordinated with final door hardware schedule, and include installation instructions, templates, and necessary fasteners with each item or package. Deliver each article of hardware in manufacturer's original packaging.
- C. Maintain manufacturer-recommended environmental conditions throughout storage and installation periods.
- D. Provide secure lock-up for door hardware delivered to Project. Control handling and installation of hardware items so that completion of Work will not be delayed by hardware losses both before and after installation.
- E. Handle hardware in manner to avoid damage, marring, or scratching. Correct, replace or repair products damaged during Work. Protect products against malfunction due to paint, solvent, cleanser, or any chemical agent.
- F. Deliver keys to manufacturer of key control system for subsequent delivery to Owner.

1.06 COORDINATION

- A. Coordinate layout and installation of floor-recessed door hardware with floor construction. Cast anchoring inserts into concrete.
- B. Installation Templates: Distribute for doors, frames, and other work specified to be factory or shop prepared. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing door hardware to comply with indicated requirements.
- C. Security: Coordinate installation of door hardware, keying, and access control with Owner's security consultant.
- D. Electrical System Roughing-In: Coordinate layout and installation of electrified door hardware with connections to power supplies and building safety and security systems.

1.07 WARRANTY

- A. Manufacturer's standard form in which manufacturer agrees to repair or replace components of door hardware that fail in materials or workmanship within published warranty period.
 - Warranty does not cover damage or faulty operation due to improper installation, improper use or abuse.
 - 2. Warranty Period: Beginning from date of Substantial Completion, for durations indicated in manufacturer's published listings.
 - a. Mechanical Warrantv
 - 1) Locks
 - (a) Schlage ND Series: 10 years
 - 2) Exit Devices
 - (a) Von Duprin: 3 years
 - 3) Closers
 - (a) LCN 4000 Series: 30 years

1.08 MAINTENANCE

- A. Furnish complete set of special tools required for maintenance and adjustment of hardware, including changing of cylinders.
- B. Turn over unused materials to Owner for maintenance purposes.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. The Owner requires use of certain products for their unique characteristics and project suitability to ensure continuity of existing and future performance and maintenance standards. After investigating available product offerings, the Awarding Authority has elected to prepare proprietary specifications. These products are specified with the notation: "No Substitute."
 - Where "No Substitute" is noted, submittals and substitution requests for other products will not be considered.
- B. Approval of alternate manufacturers and/or products other than those listed as "Scheduled Manufacturer" or "Acceptable Manufacturers" in the individual article for the product category are only to be considered by official substitution request in accordance with section 01 25 00.
- C. Approval of products from manufacturers indicated in "Acceptable Manufacturers" is contingent upon those products providing all functions and features and meeting all requirements of scheduled manufacturer's product.
- D. Where specified hardware is not adaptable to finished shape or size of members requiring hardware, furnish suitable types having same operation and quality as type specified, subject to Architect's approval.

2.02 MATERIALS

A. Fabrication

- Provide door hardware manufactured to comply with published templates generally prepared for machine, wood, and sheet metal screws. provide screws according to manufacturer's recognized installation standards for application intended.
- Finish exposed screws to match hardware finish, or, if exposed in surfaces of other work, to match finish of this other work including prepared for paint surfaces to receive painted finish.
- 3. Provide concealed fasteners wherever possible for hardware units exposed when door is closed. Coordinate with "Metal Doors and Frames", "Flush Wood Doors", "Stile and Rail Wood Doors" to ensure proper reinforcements. Advise the Architect where visible fasteners, such as thru bolts, are required.
- Provide screws, bolts, expansion shields, drop plates and other devices necessary for hardware installation.
 - Where fasteners are exposed to view: Finish to match adjacent door hardware material.

C. Cable and Connectors:

- 1. Where scheduled in the hardware sets, provide each item of electrified hardware and wire harnesses with number and gage of wires enough to accommodate electric function of specified hardware.
- 2. Provide Molex connectors that plug directly into connectors from harnesses, electric locking and power transfer devices.

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3. Provide through-door wire harness for each electrified locking device installed in a door and wire harness for each electrified hinge, electrified continuous hinge, electrified pivot, and electric power transfer for connection to power supplies.

2.03 HINGES

- A. Manufacturers and Products:
 - Scheduled Manufacturer and Product:
 - a. Ives 5BB series

B. Requirements:

- 1. Provide hinges conforming to ANSI/BHMA A156.1.
- 2. Provide five knuckle, ball bearing hinges.
- 3. 1-3/4 inch (44 mm) thick doors, up to and including 36 inches (914 mm) wide:
 - a. Exterior: Standard weight, bronze or stainless steel, 4-1/2 inches (114 mm) high
 - b. Interior: Standard weight, steel, 4-1/2 inches (114 mm) high
- 4. 1-3/4 inch (44 mm) thick doors over 36 inches (914 mm) wide:
 - a. Exterior: Heavy weight, bronze/stainless steel, 5 inches (127 mm) high
 - b. Interior: Heavy weight, steel, 5 inches (127 mm) high
- 5. 2 inches or thicker doors:
 - a. Exterior: Heavy weight, bronze or stainless steel, 5 inches (127 mm) high
 - b. Interior: Heavy weight, steel, 5 inches (127 mm) high
- 6. Adjust hinge width for door, frame, and wall conditions to allow proper degree of opening.
- 7. Provide three hinges per door leaf for doors 90 inches (2286 mm) or less in height, and one additional hinge for each 30 inches (762 mm) of additional door height.
- 8. Hinge Pins: Except as otherwise indicated, provide hinge pins as follows:
 - a. Steel Hinges: Steel pins
 - b. Non-Ferrous Hinges: Stainless steel pins
 - c. Out-Swinging Exterior Doors: Non-removable pins
 - d. Out-Swinging Interior Lockable Doors: Non-removable pins
 - e. Interior Non-lockable Doors: Non-rising pins
- 9. Provide hinges with electrified options as scheduled in the hardware sets. Provide with number and gage of wires enough to accommodate electric function of specified hardware. Locate electric hinge at second hinge from bottom or nearest to electrified locking component. Provide mortar guard for each electrified hinge specified.

2.04 FLUSH BOLTS

- A. Manufacturers:
 - Scheduled Manufacturer:
 - a. Ives
- B. Requirements:
 - Provide automatic, constant latching, and manual flush bolts with forged bronze or stainless-steel face plates, extruded brass levers, and with wrought brass guides and strikes. Provide 12 inch (305 mm) steel or brass rods at doors up to 90 inches (2286 mm) in height. For doors over 90 inches (2286 mm) in height increase top rods by 6 inches (152 mm) for each additional 6 inches (152 mm) of door height. Provide dust-proof strikes at each bottom flush bolt.

2.05 COORDINATORS

- A. Manufacturers:
 - Scheduled Manufacturer:
 - a. Ives

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B. Requirements:

- 1. Where pairs of doors are equipped with automatic flush bolts, an astragal, or other hardware that requires synchronized closing of the doors, provide bar-type coordinating device, surface applied to underside of stop at frame head.
- 2. Provide filler bar of correct length for unit to span entire width of opening, and appropriate brackets for parallel arm door closers, surface vertical rod exit device strikes, or other stop mounted hardware. Factory-prepared coordinators for vertical rod devices as specified.

2.06 CYLINDRICAL LOCKS - GRADE 1

A. Manufacturers and Products:

- Scheduled Manufacturer and Product:
 - a. Schlage ND series

B. Requirements:

- Provide cylindrical locks conforming to ANSI/BHMA A156.2 Series 4000, Grade 1, and UL Listed for 3-hour fire doors.
- 2. Cylinders: Refer to "KEYING" article, herein.
- 3. Provide locks with standard 2-3/4 inches (70 mm) backset, unless noted otherwise, with 1/2-inch latch throw. Provide proper latch throw for UL listing at pairs.
- 4. Provide locksets with separate anti-rotation thru-bolts, and no exposed screws.
- 5. Provide independently operating levers with two external return spring cassettes mounted under roses to prevent lever sag.
- 6. Provide standard ASA strikes unless extended lip strikes are necessary to protect trim.
- 7. Provide electrified options as scheduled in the hardware sets.
- 8. Lever Trim: Solid cast levers without plastic inserts and wrought roses on both sides.
 - a. Lever Design: ATH

2.07 EXIT DEVICES

A. Manufacturers and Products:

- 1. Scheduled Manufacturer and Product:
 - a. Von Duprin 98/35A series

B. Requirements:

- 1. Provide exit devices tested to ANSI/BHMA A156.3 Grade 1 and UL listed for Panic Exit or Fire Exit Hardware.
- 2. Cylinders: Refer to "KEYING" article, herein.
- 3. Provide smooth touchpad type exit devices, fabricated of brass, bronze, stainless steel, or aluminum, plated to standard architectural finishes to match balance of door hardware.
- 4. Touchpad must extend a minimum of one half of door width. No plastic inserts are allowed in touchpads.
- 5. Provide exit devices with deadlatching feature for security and for future addition of alarm kits and/or other electrified requirements.
- 6. Provide exit devices with weather resistant components that can withstand harsh conditions of various climates and corrosive cleaners used in outdoor pool environments.
- 7. Provide flush end caps for exit devices.
- 8. Provide exit devices with manufacturer's approved strikes.
- Provide exit devices cut to door width and height. Install exit devices at height recommended by exit device manufacturer, allowable by governing building codes, and approved by Architect.
- 10. Mount mechanism case flush on face of doors or provide spacers to fill gaps behind devices. Where glass trim or molding projects off face of door, provide glass bead kits.
- 11. Provide cylinder or hex-key dogging as specified at non fire-rated openings.

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- 12. Removable Mullions: 2 inches (51 mm) x 3 inches (76 mm) steel tube. Where scheduled as keyed removable mullion, provide type that can be removed by use of a keyed cylinder, which is self-locking when re-installed.
- 13. Provide factory drilled weep holes for exit devices used in full exterior application, highly corrosive areas, and where noted in hardware sets.
- 14. Provide electrified options as scheduled.
- 15. Top latch mounting: double- or single-tab mount for steel doors, face mount for aluminum doors eliminating requirement of tabs, and double tab mount for wood doors.
- 16. Provide exit devices with optional trim designs to match other lever and pull designs used on the project.
- 17. Special Options:
 - a. SI
 - 1) Provide dogging indicators for visible indication of dogging status.

2.08 CYLINDERS

- A. Manufacturers and Products:
 - 1. Scheduled Manufacturer and Product:
 - a. Schlage Everest 29 T

B. Requirements:

- Provide cylinders/cores compliant with ANSI/BHMA A156.5; latest revision; cylinder face finished to match lockset; manufacturer's series as indicated. Refer to "KEYING" article, herein
- 2. Provide cylinders in the below-listed configuration(s), distributed throughout the Project as indicated.
 - Patented Restricted: cylinder with interchangeable core with patented, restricted keyway.
- 3. Patent Protection: Cylinders/cores requiring use of restricted, patented keys, patent protected.
- 4. Nickel silver bottom pins.

2.09 KEYING

A. Scheduled System:

- 1. Existing factory registered system:
 - a. Provide cylinders/cores keyed into Owner's existing factory registered keying system. Comply with guidelines in ANSI/BHMA A156.28, incorporating decisions made at keying conference.

B. Requirements:

- 1. Construction Keying:
 - a. Replaceable Construction Cores.
 - 1) Provide temporary construction cores replaceable by permanent cores, furnished in accordance with the following requirements.
 - (a) 3 construction control keys
 - (b) 12 construction change (day) keys.
 - 2) Owner or Owner's Representative will replace temporary construction cores with permanent cores.
- 2. Permanent Keying:
 - Provide permanent cylinders/cores keyed by the manufacturer according to the following key system.
 - 1) Master Keying system as directed by the Owner.

- b. Forward bitting list and keys separately from cylinders, by means as directed by Owner. Failure to comply with forwarding requirements will be cause for replacement of cylinders/cores involved at no additional cost to Owner.
- c. Provide keys with the following features:
 - 1) Material: Nickel silver; minimum thickness of .107-inch (2.3mm)
 - 2) Patent Protection: Keys and blanks protected by one or more utility patent(s).
 - Geographically Exclusive: Where High Security or Security cylinders/cores are indicated, provide nationwide, geographically exclusive key system complying with the following restrictions.

d. Identification:

- Mark permanent cylinders/cores and keys with applicable blind code for identification. Do not provide blind code marks with actual key cuts.
- 2) Identification stamping provisions must be approved by the Architect and Owner.
- 3) Stamp cylinders/cores and keys with Owner's unique key system facility code as established by the manufacturer; key symbol and embossed or stamped with "DO NOT DUPLICATE" along with the "PATENTED" or patent number to enforce the patent protection.
- Failure to comply with stamping requirements will be cause for replacement of keys involved at no additional cost to Owner.
- 5) Forward permanent cylinders/cores to Owner, separately from keys, by means as directed by Owner.
- e. Quantity: Furnish in the following quantities.
 - 1) Permanent Control Keys: 3.
 - 2) Master Keys: 6.
 - 3) Change (Day) Keys: 3 per cylinder/core that is keyed differently
 - 4) Key Blanks: Quantity as determined in the keying meeting.

2.10 DOOR CLOSERS

- A. Manufacturers and Products:
 - Scheduled Manufacturer and Product:
 - a. LCN 4010/4110/4020 series

B. Requirements:

- Provide door closers conforming to ANSI/BHMA A156.4 Grade 1 requirements by BHMA
 certified independent testing laboratory. Certify surface mounted mechanical closers to
 meet fifteen million (15,000,000) full load cycles. ISO 9000 certify closers. Stamp units with
 date of manufacture code.
- 2. Provide door closers with fully hydraulic, full rack and pinion action with high strength cast iron cylinder, and full complement bearings at shaft.
- 3. Cylinder Body: 1-1/2-inch (38 mm) diameter with 11/16-inch (17 mm) diameter double heat-treated pinion journal.
- 4. Hydraulic Fluid: Fireproof, passing requirements of UL10C, and requiring no seasonal closer adjustment for temperatures ranging from 120 degrees F to -30 degrees F.
- 5. Spring Power: Continuously adjustable over full range of closer sizes, and providing reduced opening force as required by accessibility codes and standards.
- 6. Hydraulic Regulation: By tamper-proof, non-critical valves, with separate adjustment for latch speed, general speed, and backcheck.
- 7. Provide closers with solid forged steel main arms and factory assembled heavy-duty forged forearms for parallel arm closers. When closers are parallel arm mounted, provide closers which mount within 6-inch (152 mm) top rail without use of mounting plate so that closer is not visible through vision panel from pull side.
- 8. Pressure Relief Valve (PRV) Technology: Not permitted.

- 9. Finish for Closer Cylinders, Arms, Adapter Plates, and Metal Covers: Powder coating finish which has been certified to exceed 100 hours salt spray testing as described in ANSI/BHMA Standard A156.4 and ASTM B117, or has special rust inhibitor (SRI).
- 10. Provide special templates, drop plates, mounting brackets, or adapters for arms as required for details, overhead stops, and other door hardware items interfering with closer mounting.

2.11 PROTECTION PLATES

A. Manufacturers:

- Scheduled Manufacturer:
 - a. Ives

B. Requirements:

- 1. Provide protection plates with a minimum of 0.050 inch (1 mm) thick, beveled four edges as scheduled. Furnish with sheet metal or wood screws, finished to match plates.
- 2. Sizes plates 2 inches (51 mm) less width of door on single doors, pairs of doors with a mullion, and doors with edge guards. Size plates 1 inch (25 mm) less width of door on pairs without a mullion or edge guards.
- 3. At fire rated doors, provide protection plates over 16 inches high with UL label.

2.12 DOOR STOPS AND HOLDERS

A. Manufacturers:

- Scheduled Manufacturer:
 - a. Ives

B. Provide door stops at each door leaf:

- 1. Provide wall stops wherever possible. Provide concave type where lockset has a push button of thumbturn.
- 2. Where a wall stop cannot be used, provide universal floor stops.
- 3. Where wall or floor stop cannot be used, provide overhead stop.
- Provide roller bumper where doors open into each other and overhead stop cannot be used.

2.13 THRESHOLDS, SEALS, DOOR SWEEPS, AUTOMATIC DOOR BOTTOMS, AND GASKETING

A. Manufacturers:

- 1. Scheduled Manufacturer:
 - a. Zero International

B. Requirements:

- Provide thresholds, weather-stripping, and gasketing systems as specified and per architectural details. Match finish of other items.
- Smoke- and Draft-Control Door Assemblies: Where smoke- and draft-control door
 assemblies are required, provide door hardware that meets requirements of assemblies
 tested according to UL 1784 and installed in compliance with NFPA 105.
- 3. Provide door sweeps, seals, astragals, and auto door bottoms only of type where resilient or flexible seal strip is easily replaceable and readily available.
- 4. Size thresholds 1/2 inch (13 mm) high by 5 inches (127 mm) wide by door width unless otherwise specified in the hardware sets or detailed in the drawings.

2.14 MAGNETIC HOLDERS

A. Manufacturers:

Scheduled Manufacturer:

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a. LCN

B. Requirements:

 Provide wall or floor mounted electromagnetic door release as specified with minimum of 25 pounds of holding force. Coordinate projection of holder and armature with other hardware and wall conditions to ensure that door sits parallel to wall when fully open. Connect magnetic holders on fire-rated doors into the fire control panel for fail-safe operation.

2.15 FINISHES

- A. FINISH: BHMA 626/652 (US26D); EXCEPT:
 - 1. Hinges at Exterior Doors: BHMA 630 (US32D)
 - 2. Aluminum Geared Continuous Hinges: BHMA 628 (US28)
 - 3. Push Plates, Pulls, and Push Bars: BHMA 630 (US32D)
 - 4. Protection Plates: BHMA 630 (US32D)
 - 5. Overhead Stops and Holders: BHMA 630 (US32D)
 - 6. Door Closers: Powder Coat to Match
 - 7. Wall Stops: BHMA 630 (US32D)
 - 8. Latch Protectors: BHMA 630 (US32D)
 - 9. Weatherstripping: Clear Anodized Aluminum
 - 10. Thresholds: Mill Finish Aluminum

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Prior to installation of hardware, examine doors and frames, with Installer present, for compliance with requirements for installation tolerances, labeled fire-rated door assembly construction, wall and floor construction, and other conditions affecting performance. Verify doors, frames, and walls have been properly reinforced for hardware installation.
- B. Examine roughing-in for electrical power systems to verify actual locations of wiring connections before electrified door hardware installation.
- C. Submit a list of deficiencies in writing and proceed with installation only after unsatisfactory conditions have been corrected.

3.02 INSTALLATION

- A. Mount door hardware units at heights to comply with the following, unless otherwise indicated or required to comply with governing regulations.
 - 1. Standard Steel Doors and Frames: ANSI/SDI A250.8.
 - 2. Interior Architectural Wood Flush Doors: ANSI/WDMA I.S. 1A
 - 3. Installation Guide for Doors and Hardware: DHI TDH-007-20
- B. Install door hardware in accordance with NFPA 80, NFPA 101 and provide post-install inspection, testing as specified in section 1.03.E unless otherwise required to comply with governing regulations.
- C. Install each hardware item in compliance with manufacturer's instructions and recommendations, using only fasteners provided by manufacturer.
- D. Do not install surface mounted items until finishes have been completed on substrate. Protect all installed hardware during painting.

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- E. Set units level, plumb and true to line and location. Adjust and reinforce attachment substrate as necessary for proper installation and operation.
- F. Drill and countersink units that are not factory prepared for anchorage fasteners. Space fasteners and anchors according to industry standards.
- G. Install operating parts so they move freely and smoothly without binding, sticking, or excessive clearance.
- H. Hinges: Install types and in quantities indicated in door hardware schedule but not fewer than quantity recommended by manufacturer for application indicated.
- I. Lock Cylinders:
 - Install construction cores to secure building and areas during construction period.
 - 2. Replace construction cores with permanent cores as indicated in keying section.
 - 3. Furnish permanent cores to Owner for installation.
- J. Door Closers & Auto Operators: Mount closers/operators on room side of corridor doors, inside of exterior doors, and stair side of stairway doors from corridors. Mount closers/operators so they are not visible in corridors, lobbies and other public spaces unless approved by Architect.
- K. Overhead Stops/Holders: Mount overhead stops/holders on room side of corridor doors, inside of exterior doors, and stair side of stairway doors.
- L. Thresholds: Set thresholds in full bed of sealant complying with requirements specified in Division 07 Section "Joint Sealants."
- M. Stops: Provide floor stops for doors unless wall or other type stops are indicated in door hardware schedule. Do not mount floor stops where they may impede traffic or present tripping hazard.
- N. Perimeter Gasketing: Apply to head and jamb, forming seal between door and frame.
- Meeting Stile Gasketing: Fasten to meeting stiles, forming seal when doors are closed.
- P. Door Bottoms and Sweeps: Apply to bottom of door, forming seal with threshold when door is closed.

3.03 ADJUSTING

- A. Initial Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.
 - 1. Spring Hinges: Adjust to achieve positive latching when door can close freely from an open position of 30 degrees.
 - Electric Strikes: Adjust horizontal and vertical alignment of keeper to properly engage lock bolt.
 - 3. Door Closers: Adjust sweep period to comply with accessibility requirements and requirements of authorities having jurisdiction.
- B. Occupancy Adjustment: Approximately three to six months after date of Substantial Completion, examine and readjust each item of door hardware, including adjusting operating forces, as necessary to ensure function of doors and door hardware.

3.04 CLEANING AND PROTECTION

- A. Clean adjacent surfaces soiled by door hardware installation.
- B. Clean operating items per manufacturer's instructions to restore proper function and finish.
- C. Provide final protection and maintain conditions that ensure door hardware is without damage or deterioration at time of Substantial Completion.

3.05 DOOR HARDWARE SCHEDULE

- A. The intent of the hardware specification is to specify the hardware for interior and exterior doors, and to establish a type, continuity, and standard of quality. However, it is the door hardware supplier's responsibility to thoroughly review existing conditions, schedules, specifications, drawings, and other Contract Documents to verify the suitability of the hardware specified.
- B. Discrepancies, conflicting hardware, and missing items are to be brought to the attention of the architect with corrections made prior to the bidding process. Omitted items not included in a hardware set should be scheduled with the appropriate additional hardware required for proper application.
- C. Hardware items are referenced in the following hardware schedule. Refer to the above specifications for special features, options, cylinders/keying, and other requirements.
- D. Hardware Sets:

| ABBREVIATION | NAME |
|--------------|--------------------------|
| IVE | H.B. IVES |
| LCN | LCN COMMERCIAL DIVISION |
| MIS | MISC - OUT-SOURCED ITEMS |
| PEM | PEMKO MFG CO |
| SCH | SCHLAGE LOCK COMPANY |
| VON | VON DUPRIN |
| ZER | ZERO INTERNATIONAL INC |

HARDWARE GROUP NO. 01

Not used:

HARDWARE GROUP NO. 02

Provide each PR door(s) with the following:

| QTY | | DESCRIPTION | CATALOG NUMBER | FINISH | MFR |
|-----|----|-------------------|------------------------|--------|-----|
| 6 | EA | HINGE | 5BB1 4.5 X 4.5 NRP | 652 | IVE |
| 1 | EΑ | AUTO FLUSH BOLT | FB31P | 630 | IVE |
| 1 | EΑ | DUST PROOF STRIKE | DP2 | 626 | IVE |
| 1 | EA | CORRIDOR LOCK | ND73TD ATH 14-042 | 626 | SCH |
| 1 | EΑ | COORDINATOR | COR X FL | 628 | IVE |
| 2 | EA | MOUNTING BRACKET | MB SERIES | 689 | IVE |
| 2 | EΑ | SURFACE CLOSER | 4111 EDA ST-1384 | 689 | LCN |
| 2 | EΑ | KICK PLATE | 8400 10" X 1" LDW B-CS | 630 | IVE |

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| 2 | EA | MAGNET | SEM7850 12V/24V/120V | ~ | 689 | LCN |
|---|----|-----------|----------------------|---|-----|-----|
| 1 | EA | GASKETING | 488SBK PSA | | BK | ZER |
| 1 | EA | ASTRAGAL | BY DOOR MANUFACTURER | | 600 | MIS |

TIE ELECTROMAGNETIC HOLDERS INTO THE BUILDING FIRE ALARM SYSTEM UPON ACTIVATION OF FIRE ALARM SYSTEM DOORS WILL CLOSE.

HARDWARE GROUP NO. 03

Provide each SGL door(s) with the following:

| QT | | DESCRIPTION | CATALOG NUMBER | | FINISH | MFR |
|----|----|----------------|------------------------|---|--------|-----|
| Υ | | | | | | |
| 3 | EA | HINGE | 5BB1 4.5 X 4.5 NRP | | 652 | IVE |
| 1 | EA | CORRIDOR LOCK | ND73TD ATH | | 626 | SCH |
| 1 | EA | FSIC CORE | 23-030 CKC EV29 T | | 626 | SCH |
| 1 | EA | SURFACE CLOSER | 4111 EDA | | 689 | LCN |
| 1 | EA | KICK PLATE | 8400 10" X 2" LDW B-CS | | 630 | IVE |
| 1 | EA | MAGNET | SEM7850 12V/24V/120V | ~ | 689 | LCN |
| 1 | EA | GASKETING | 488SBK PSA | | BK | ZER |

TIE ELECTROMAGNETIC HOLDER INTO THE BUILDING FIRE ALARM SYSTEM UPON ACTIVATION OF FIRE ALARM SYSTEM DOOR WILL CLOSE.

END OF SECTION

SECTION 088000 - GLAZING H2M

PART 1 GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Agreement, including General and Supplementary Conditions, and Division 01 of the Project Manual, apply to work of this Section.

1.02 SUMMARY

- A. This Section includes glazing for the following products, including those specified in other Sections where glazing requirements are specified by reference to this Section:
 - Window Units.
 - 2. Vision Lites.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Section 081113 Hollow Metal Doors and Frames
 - 2. Section 081429 Prefinished Wood Doors

1.03 STANDARDS

- A. All work of this section shall conform to industry standards and/or manufacturer's recommendations. Refer to the below referenced publications (latest edition) for glazing terms not otherwise defined in this section.
- B. AAMA A804.1 "Voluntary Specification for Ductile Back-Bedding Compound" (mandatory).
- AAMA A807.1 "Voluntary Specification for Oil-Extended Cured Rubber Back-Bedding Glazing Tapes" (mandatory).
- D. ANSI Z97.1 "American National Standard for Safety Glazing Materials Used in Buildings Safety Performance Specifications and Methods of Test".
- E. ASTM C162 "Standard Terminology of Glass and Glass Products".
- F. ASTM C509 "Standard Specification for Elastomeric Cellular Preformed Gasket and Sealing Material".
- G. ASTM C864 "Standard Specification for Dense Elastomeric Compression Seal Gaskets, Setting Blocks, and Spacers".
- H. ASTM C920 "Standard Specification for Elastomeric Joint Sealants".
- I. ASTM C1036 "Standard Specification for Flat Glass".
- J. ASTM C1048 "Standard Specification for Heat-Treated Flat Glass Kind HS, Kind FT Coated and Uncoated Glass".
- K. ASTM C1172 "Standard Specification for Laminated Architectural Flat Glass".
- L. ASTM E1300 "Standard Practice for Determining Load Resistance of Glass in Buildings".
- M. CPSC "16CFR1201, Safety Standard for Architectural Glazing Materials".
- N. FGMA (Flat Glass Manufacturers Association) "Glazing Manual".
- O. AAMA Recommendations and Guidelines.

- P. NFRC (National Fenestration Rating Council) 100 "Procedure for Determining Fenestration Product U-Factors"
- Q. NFRC 200 "Procedure for Determining Fenestration Product Solar Heat Gain Coefficient and Visible Transmittance at Normal Incidence".
- R. NFRC 300 "Test Method for Determining the Solar Optical Properties of Glazing Materials and Systems".

1.04 DEFINITIONS

- A. Glass Manufacturers: Firms that produce primary glass, fabricated glass, or both, as defined in referenced glazing publications.
- B. Glass Thickness: Indicated by thickness designations in inches (millimeters) according to ASTM C1036.
- C. Interspace: Space between lites of an insulating-glass unit.

1.05 PERFORMANCE REQUIREMENTS

A. General: Installed glazing systems shall withstand normal thermal movement and wind and impact loads (where applicable) without failure, including loss or glass breakage attributable to the following: defective manufacture, fabrication, or installation; failure of sealants or gaskets to remain watertight and airtight; deterioration of glazing materials; or other defects in construction.

1.06 SUBMITTALS

- A. Pursuant to Section 013300 Submittal Procedures.
- B. Pursuant to Section 016000 Product Requirements
- C. Product data: Description of each type of glass, glazing product, and accessory product.
- D. Glazing Schedule: List glass types, thicknesses, tints (if any) for each opening and location. Use same designations as indicated on Contract Drawings.
- E. Closeout Documents:
 - Product Certificates:
 - a. Statement that fire rated glass provided for fire rated doors meets labeling or certification requirements of public authorities.
 - b. Statement that the extent of tempered glass meets requirements of public authorities.
 - c. Installing Contractor shall submit on company letterhead, certification that insulated glass installed meets all the specified performance values required in this specification. The certification shall list all the performance values. This certification must be signed by an officer of the company and notarized.
 - 2. Maintenance data for glass and other glazing materials to be included in Operating and Maintenance Manual specified in Division 01.

1.07 QUALITY ASSURANCE

A. All work of this section shall be performed by experienced workers familiar with the work and according to manufacturer's recommendations and/or industry standards.

- B. Qualifications of Installer: Provide glazing work by an installer who has installed the specified products for at least 2 years.
- C. Single-Source Responsibility for Glass and Glazing Accessories: Obtain glass and accessories from one source for each product indicated.
- D. Safety Glass: Products complying with ANSI Z97.1 and testing requirements of 16 CFR Part 1201 for Category II materials.
 - Subject to compliance with requirements, provide safety glass permanently marked with certification label of Safety Glazing Certification Council (SGCC) or other certification agency acceptable to authorities having jurisdiction.
- E. Fire-Protection Rated Glazing Labeling: Permanently mark fire-protection rated glazing with certification label of testing agency acceptable to authorities having jurisdiction. Label shall indicate the following:
 - 1. Manufacturer
 - 2. Test Standard
 - 3. Whether glazing is for use in fire doors
 - 4. Hose-stream test
 - 5. Temperature rise rating
 - 6. Fire -resistance rating in minutes

1.08 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Pursuant to manufacturers published instructions.
- B. Protect against moisture exposure and damage.
- C. Package, handle, and store glass and mirrors so that water does not touch or condense on glass surfaces or mirror edges.
- D. Protect glass edges against chipping and other damage. Protect coated glass surfaces from abrasion and scratching.
- E. Store glass and glazing products in controlled environment, out of sunlight, so that temperature does not go above 80° F. Bring glazing materials to at least 40° F, or higher temperature if recommended by producer, before installing.
- F. Furnish labels identifying each type of glass. Keep labels in place until glass is installed.

1.09 WARRANTY

- A. General: Warranties specified in this Article shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and will be in addition to and run concurrent with other warranties made by the Contractor under requirements of the Contract Documents.
- B. Manufacturer's Warranty on Insulating Glass: Submit written warranty signed by manufacturer of insulating glass agreeing to furnish replacements for insulating glass units that deteriorate as defined in "Definitions" article f.o.b. point of manufacture, freight allowed Project site, within specified warranty period indicated below. Warranty covers only deterioration due to normal conditions of use and not to handling, installing, protecting, and maintaining practices contrary to glass manufacturer's published instructions.
 - Warranty Period: Manufacturer's standard, but not less than ten (10) years after date of Substantial Completion.

C. Manufacturer's Warranty on Coated Glass Products: Submit written warranty signed by manufacturer of coated glass agreeing to furnish replacements for those coated glass units that deteriorate as defects developed from normal use that are not attributed to glass breakage or to maintaining and cleaning coated glass contrary to manufacturer's written instructions. Defects include peeling, cracking, and other indications of deterioration in coating. Warranty covers only deterioration due to normal conditions of use and not to handling, installing, protecting, and maintaining practices contrary to glass manufacturer's published instructions.

- 1. Warranty Period: Manufacturer's standard, but not less than ten (10) years after date of Substantial Completion.
- D. Manufacturer's Warranty on Laminated Glass: Submit written warranty signed by manufacturer of laminated glass agreeing to furnish replacements for those laminated glass units that deteriorate within specified warranty period. Defects include edge separation, delamination materially obstructing vision through glass, and blemishes exceeding those allowed by referenced laminated-glass standard. Warranty covers only deterioration due to normal conditions of use and not to handling, installing, protecting, and maintaining practices contrary to glass manufacturer's published instructions.
 - Warranty Period: Manufacturer's standard, but not less than ten (10) years after date of Substantial Completion.

PART 2 PRODUCTS

2.01 GLAZING PERFORMANCE REQUIREMENTS

- A. Thickness: Where glass thickness is indicated, it is a minimum. Provide glass lites in thicknesses as needed to comply with requirements indicated.
 - 1. Minimum Glass Thickness for Exterior Lites: Not less than 6.0 mm.
 - 2. Thickness of Tinted Glass: Provide same thickness for each tint color indicated throughout project.
- B. Strength: Where float glass is indicated, provide annealed float glass, Kind HS heat-treated float glass, or Kind FT heat-treated float glass as needed to comply with Performance Requirements. Where fully tempered glass is indicated or required, provide Kind FT heat-treated float glass.

2.02 LAMINATED GLASS

A. Glass: Comply with applicable requirements in "Glass Products" Article as indicated by designations in "Laminated-Glass Types" Article.

2.03 FIRE-PROTECTION-RATED GLAZING

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering fire rated glass products that may be incorporated in the Work include, but are not limited to, the following:
 - 1. SAFTI FIRST, 100 N. Hill Dr., Suite 12, Brisbane, CA 94005. Phone: 888-653-3333 (Basis of Specification).
 - 2. Technical Glass Products, 8107 Bracken Place SE, Snoqualmie, WA 98065 Phone: 800-426-0279.
 - 3. Architect Approved Equivalent.

B. Material:

- 1. SuperClear 45-HS-LI 45 minute fire and safety rated glazing.
- 2. GP Firelite Plus®
- C. Design Requirements:

- 1. Thickness: 3/4" standard.
- 2. Weight: 9 lbs./sq.ft.
- 3. Sound Transmission Rating: Must meet 37 STC/35 OITC in standard hollow metal frames. Glass and frame must be tested as an assembly. Glass only STC/OITC values are not acceptable.
- 4. Appearance: clear, wireless and tint-free.
- 5. Visual Light Transmission: Must meet 90% VLT for low-iron.
- 6. Fire Rating: 45 minutes with hose stream.
- 7. Impact Safety Resistance: Must meet CPSC 16 CFR 1201 Category I and II, ANSI Z91.1 Class A and B and CAN/CGSB 12.1 Class A and B.

D. Manufacturer's Fire Rated Glazing Material:

- Each piece of fire-rated glazing material shall be labeled with a permanent logo including name of product, manufacturer, testing laboratory, fire rating period and safety glazing standards.
- Glazing material installed in Hazardous Locations, subject to human impact, shall be certified and permanently labeled as meeting applicable requirements referenced in NFPA 80.
 - a. CPSC 16 CFR 1201, Cat. I or II.

2.04 GLAZING MATERIALS

- A. Description: Provide glazing materials that are compatible with one another and with materials of glazing channel as well as with any sealants or interlayers in the glass units.
 - 1. Product quality assurance: Confirm compatibility of all products used or encountered in executing the work of this Section. Test as necessary to assure short and long term performance of frames, glazing materials, and glass without loss of seal, gassing, staining, discoloration, softening, deterioration, racking, breaking, or leaking.
 - 2. Color: Provide glazing materials, which match color of glazing channel. If color match is not available, submit color samples to Architect for color selection.

2.05 GLAZING TAPES

- A. Description: 100% solids, extruded, non-staining butyl-isobutylene tape. Provide hard spacer rod for use in lights over 80 united in.
- B. Standards:
 - 1. AAMA A804.1, for normal use.
 - 2. AAMA A807.1, for use where much thermal movement is anticipated.

2.06 GLAZING GASKETS

- A. Description: Chloroprene (neoprene), EPDM, or Silicone compression gaskets in a soft and a dense formulation for the two sides of the glass. Select soft gasket to compress 25 to 40% when glass and dense gasket are in place.
 - 1. Where small lites (as in doors) can be glazed with a continuous preformed elastomeric glazing extrusion, use a gasket of the dense formulation, compressed to watertightness outside and inside, with either a bent joint or a tightly compressed cut joint at corners.
- B. Dense Compression Gaskets: Molded or extruded gaskets of profile and hardness required to maintain watertight seal, made from one of the following:
 - 1. Neoprene complying with ASTM C864.
 - 2. EPDM complying with ASTM C864.
 - 3. Silicone complying with with ASTM C1115.
 - 4. Thermoplastic polyolefin rubber complying with ASTM C1115.

C. Soft Compression Gaskets: Extruded or molded, closed cell, integral-skinned neoprene EPDM gaskets complying with ASTM C509, Type II, black; of profile and hardness required to maintain watertight seal.

 Application: Use where soft compression gaskets will be compressed by inserting dense compression gaskets on opposite side o glazing or pressure applied by means of pressure-glazing stops on opposite side of glazing.

2.07 GLAZING ACCESSORIES

- Setting blocks, edge blocks, spacers, and gaskets: Chloroprene (neoprene), EPDM, or silicone: ASTM C864
 - Hardness of setting blocks: Sufficient to compress no more than 20% under weight of glass.
- B. Cleaners, solvents: As recommended by glazing material producer for each type of glass, glazing material, and substrate.

PART 3 EXECUTION

3.01 PREPARATION

- A. Examine frames and other construction, which supports or underlies glazing work. Where frames are out of square, out of plane, subject to excessive deflection, or where substrates contain bond breaking substances, moisture, unsound material, or where there are other conditions unsuitable for proper installation or performance of the glazing work, do not start glazing work until defective earlier construction has been completed or corrected.
- B. For exterior glazing, do not start glazing until each lite is provided with 2 or more weepholes, not more than 3 ft o.c.
- C. Remove dust and other bond breaking substances from surfaces to be glazed. Do not glaze wet, damp, or uncured surfaces.

3.02 INSTALLATION

- A. Installation includes such work as surface preparation, priming, cleaning, protecting, and repairing or replacing defective and damaged work.
- B. Provide safety glass in lites where required by 16CFR1201 and public authorities, and at other locations as specified herein.
- C. Install glazing according to FGMA Glazing Manual.
- D. Orient glass so that wave and other distortions run horizontally.
- E. Install glass and glazing materials only when the temperatures of air, materials, and substrate are above 40 F. If air temperature is below 40 F, protect the and bring glazing materials to temperature recommended by producer.
- F. Install fire-protection-rated glass in fire rated door vision lites and fire rated windows using sealant approved by the fire rating agency for use with the tested assembly.
- G. At transparent glass doors, fixed adjacent glass sidelights, and other glazed openings that extend to within 18 inches of the floor, provide decals in locations outlined in Part 2.

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3.03 PROTECTION

A. Temporarily during construction, identify glazed areas by hanging narrow streamers from walls and mullions. Do not mark glass nor affix decals to glass except for permanent decals as required by Code.

- B. Clean installed glass frequently during construction. Do not place other materials in contact with glass nor in such a way as to create a heat trap.
- C. Remove and replace glass that is broken, chipped, cracked, abraded, or damaged in any way, including natural causes, accidents and vandalism, during construction period.
- D. Wash glass on both faces in each area of project not more than 4 days prior to date scheduled for inspections that establish date of Substantial Completion. Wash glass as recommended by glass manufacturer.
 - Install permanent decals required by Code after final cleaning of glazing.

3.04 GLAZING SCHEDULE INTERIOR

- A. Fixed Steel Windows and Vision Panels:
 - Thickness: 1/4" 1. 2. Color: Clear
 - Type:
 - a. Wired: All fire Rated Openings
 - Temper: All lites within 18" of doors or floor
 - c. Plain: All other glazing
 - 4. Glazing method: Tape or gasket perimeters
- B. Fire Rated Doors
 - Thickness: 3/4" 1. 2. Color: Clear
 - 3. Type: Fire-Protection-Rated
 - Glazing Method: Fire rated gasket

END OF SECTION

PART 1 GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and General Provisions of the Agreement, including General and Supplementary Conditions, and Division 01 of the Project Manual, apply to work of this Section.

1.02 SUMMARY

- A. This Section includes the following:
 - 1. Non-load bearing steel framing members for gypsum board walls, soffits and ceilings.
 - a. Custom curved tracks and framing for curved surfaces.
 - 2. Gypsum board assemblies attached to steel framing.
 - a. High Flex Gypsum Board for curved services.
 - 3. Tile backing panels.
 - 4. Gypsum soffits.
 - 5. Gypsum board ceilings.
 - 6. Shaft wall assemblies.
 - 7. Resilient channels and metal furring.
 - 8. GWB Underlayment Noise Barrier.
 - 9. Suspension systems for interior gypsum ceilings and soffits.
 - 10. Control Joints in gypsum board ceilings, soffits, and wall assemblies.
 - 11. Joint treatments, tapes, compounds and finishing.
 - 12. Levels of finish for gypsum board surfaces
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Section 054000 Cold Formed Metal Framing
 - 2. Section 061000 Rough Carpentry for solid wood blocking built into gypsum board assemblies
 - 3. Section 061643 Gypsum sheathing for exterior building sheathing.
 - 4. Section 072116 Blanket Insulation for thermal and sound attenuation insulation installed in assemblies that incorporate gypsum board.
 - 5. Section 072129 Sprayed Insulation for foam insulation installed in assemblies that incorporate gypsum board and/or non-load bearing framing.
 - 6. Section 078400 Firestopping for firestopping systems and fire-resistive-rated joint sealants.
 - 7. Section 078600 Smoke Barrier Systems for through penetrations smoke barrier systems.
 - 8. Section 095100 Acoustical Ceiling suspension assemblies for suspension systems for gypsum ceilings.
 - 9. Section 099100 Painting for GWB primers and finish painting.

1.03 STANDARDS

- A. All work of this section shall conform to industry standards and/or manufacturer's recommendations.
- B. ASTM C11 "Standard Terminology Relating to Gypsum and Related Building Materials and Systems".
- C. ASTM C475/C475M "Standard Specification for Joint Compound and Joint Tape for Finishing Gypsum Board".
- D. ASTM C645 "Standard Specification for Nonstructural Steel Framing Members".

- E. ASTM C754 "Standard Specification for Installation of Steel Framing Members To Receive Screw-Attached Gypsum Board, Backing Board, or Water-Resistant Backing Board".
- F. ASTM C840 "Standard Specification for Application and Finishing of Gypsum Board".
- G. 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".
- H. ASTM C1047 "Standard Specification for Accessories for Gypsum Wallboard and Gypsum Veneer Base".
- I. ASTM C1396/C1396M "Standard Specification for Gypsum Board".
- J. ASTM E90 "Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements".
- K. ASTM E413 "Classification for Rating Sound Insulation".
- L. GA-216 "Recommended Specifications for the Application and Finishing of Gypsum Board".
- M. GA-253 "Application of Gypsum Board to Form Curved Surfaces".
- N. Recommended Levels of Gypsum Board Finish" published jointly by AWCI, CISCA, GA and PDCA.
- Gypsum Board Construction Technology: Refer to ASTM C11 and GA-505 for definitions of terms related to gypsum board assemblies not defined in this Section or in other referenced standards.
- P. UL 94 "UL Standard for Safety Tests for Flammability of Plastic Materials for Parts in Devices and Appliances".

1.04 TERMINOLOGY

A. The terms "drywall", "GWB", "gypsum board", "gypsum wallboard", and "sheetrock" are synonymous.

1.05 PERFORMANCE REQUIREMENTS

- A. Structural Performance: Provide interior non-load-bearing metal framing capable of withstanding design loads within limits and under conditions indicated.
 - 1. Deflection Limits: Design framing systems to withstand design loads without deflections greater than the following:
 - a. Interior Framing Systems:
 - 1) Maximum Deflection: L/240 at 5 psf, stud spacing at 16 inches o.c.
 - Design framing systems to provide for movement of framing members without damage or overstressing, sheathing failure, connection failure, undue strain on fasteners and anchors, or other detrimental effects when subject to a maximum ambient temperature change of 129° F.
 - Design framing system to maintain clearances at openings, to allow for construction tolerances, and to accommodate live load deflection of primary building structure as follows:
 - a. Upward and downward movement of ¾ inch.

- B. Cold-Formed Steel Framing, General: Design according to AISI's "Standard for Cold-Formed Steel Framing General Provisions".
 - 1. Provide interior framing systems sized to accommodate maximum deflection using limiting heights of metal studs without contribution of gypsum wallboard (non-composite).
- C. Fire-Test-Response Characteristics: For fire-resistance-rated assemblies that incorporate non-load-bearing steel framing, provide materials and construction identical to those tested in assembly indicated, according to ASTM E 119 by an independent testing agency.
- D. STC-Rated Assemblies: For STC-rated assemblies, provide materials and construction identical to those tested in assembly indicated, according to ASTM E 90 and classified according to ASTM E 413 by an independent testing agency.

1.06 SUBMITTALS

- A. Pursuant to Section 013300 Submittal Procedures.
- B. Pursuant to Section 016000 Product Requirements
- C. Submit manufacturers' product information, specifications, and installation instructions for the specified products including, GWB, joint compounds, fasteners, trim, control joints, joint reinforcing, metal furring members, metal studs, tracks, runners, bridging, resilient channels, steel grounds, and all related accessories.
 - 1. See Paragraph 1.07 C regarding multiple manufacturers for gypsum wall board products.

D. Noise Barrier:

- 1. Provide product data for vinyl noise barrier.
- 2. Provide shop drawings for approval indicating all walls that will receive noise barrier, also indicating which side of the wall the barrier will be placed on. Show walls that may only receive Sound Attenuating Fire Batt Insulation (SAFB).

E. Shop Drawing Details:

- 1. Provide shop drawing details showing typical framing (vertical framing including king, cripple & jack studs), top & bottom track, bridging, lintels, and sills) at the following conditions:
 - a. Standard Wall.
 - b. Curved Wall.
 - c. Acoustical Wall.
 - d. Standard 3' door opening.
 - e. Pocket Door Framing.
 - f. Standard double door 6' opening and door openings with side lights.
 - g. Specific details for each super large door or other required openings in interior framed walls.
 - h. Half height wall framing.
 - i. Typical interior soffit framing.
 - j. Soffit framing at folding partitions.
 - k. Any other project specific conditions requiring specific, special framing.

F. Test Reports:

- For all stud framing products that do not comply with ASTM C645 or C754, provide independent laboratory reports showing maximum stud heights at required spacings and deflections.
- Acoustical Test Report: provide acoustical test report from a qualified testing agency indicating the Noise Barrier meets a STC value of at least 25 per ASTM E90 and ASTM E413.

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G. LEED Submittals:

- Credit MR 4.1 and MR 4.2: Provide documentation indicating how the requirements of Credit MR 4.1 and MR 4.2 will be met.
 - a. List of proposed materials with recycled content. Indicate post-consumer recycled content and pre-consumer recycled content for each product having recycled content.
 - Product data and certification letter indicating percentages by weight of post-consumer and pre-consumer recycled content for products having recycled content.
- 2. Product Certifications for Credit MR 5: For products and materials required to comply with requirements for regional materials indicating location and distance from Project of material manufacturer and point of extraction, harvest, or recovery for each raw material. Include statement indicating cost for each regional material and the fraction by weight that is considered regional.
- 3. Credit IEQ 4.1: Provide manufacturer's product data for installation adhesives used to laminate gypsum board panels to substrate, including printed statement of VOC content.

1.07 QUALITY ASSURANCE

- A. Experienced workers familiar with the work and according to manufacturer's recommendations and/or industry standards shall perform all work of this section.
- B. Single-Source Responsibility for Steel Framing: Obtain steel framing members for gypsum board assemblies from a single manufacturer, unless otherwise indicated.
- C. Single-Source Responsibility for Panel Products: Obtain each type of gypsum board and other panel products from a single manufacturer. Multiple manufacturers may be used if supply chain issues dictate, provided product data has been included for each manufacturer's product and approved in the submittal process.
- D. Single-Source Responsibility for Finishing Materials: Obtain finishing materials either from the same manufacturer that supplies gypsum board and other panel products or from a manufacturer acceptable to gypsum board manufacturer.
- E. Fire-Test-Response Characteristics: Where fire-rated gypsum board assemblies are indicated, provide gypsum board assemblies that comply with the following requirements:
 - Fire Resistance Ratings: As indicated by reference to GA File Numbers in GA-600 "Fire Resistance Design Manual" or design designations in UL "Fire Resistance Directory" or in the listing of another testing and inspecting agency acceptable to authorities having jurisdiction.
 - 2. Gypsum board assemblies indicated are identical to assemblies tested for fire resistance according to ASTM E119 by an independent testing and inspecting agency acceptable to authorities having jurisdiction.
 - 3. Deflection and Firestop Track: Top runner provided in fire-resistance-rated assemblies indicated is labeled and listed by UL, Warnock Hersey, or another testing and inspecting agency acceptable to authorities having jurisdiction.

F. Noise Barrier Manufacturer Qualifications:

1. Manufacturer shall have a minimum of five (5) years experience in the production of specified products and shall furnish supporting documentation showing completed jobs of approximately the same size and scope. Provide Owner and Architect contact information for all projects listed.

1.08 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Pursuant to manufacturers published instructions.

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- B. Protect against moisture exposure, condensation, direct sunlight, construction damage and other potential causes of damage.
- Neatly stack gypsum panels flat to prevent sagging.
- D. Noise barrier: Protect Noise Barrier material from excessive moisture when shipping, storing, and handling. Deliver unopened skids and store in a dry place with adequate air circulation. Do not deliver material until that portion of the building requiring noise barrier installation is enclosed and weathertight.
- E. Do not install GWB that is wet, that is moisture damaged, and/or that is mold damaged.

1.09 ENVIRONMENTAL CONDITIONS

- A. General: Establish and maintain environmental conditions for applying and finishing gypsum board to comply with ASTM C840 and with gypsum board manufacturer's written recommendations, whichever is more stringent.
- B. Room Temperatures: For non-adhesive attachment of gypsum board to framing, maintain not less than 40 deg F (4 deg C). For adhesive attachment and finishing of gypsum board, maintain not less than 50 deg F (10 deg C) for 48 hours prior to application and continuously after. Do not exceed 95 deg F (35 deg C) when using temporary heat sources.
 - Once any interior GWB is installed maintain temperature within all areas of GWB installation to stay between the range of 50 degrees to 90 degrees until permanent HVAC system is fully operational and regulated.
- C. Provide adequate ventilation to carry off excess moisture. Avoid drafts during hot dry weather to prevent finishing materials from drying too rapidly.
- D. Do not install gypsum board that is wet, those that are moisture damaged, and those that are mold damaged.

1.10 DEFINITIONS

- A. Gypsum Board Construction Terminology: Refer to ASTM C11 and GA-505 for definitions of terms related to gypsum board assemblies not defined in this Section or in other referenced standards.
- B. Rated or Tested Assemblies: As specified under the individual assembly description and shown in the drawings.
- C. Non-rated Assemblies: As specified under the individual assembly description and shown in the drawings.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated in the Work include, but are not limited to the following:
 - Gypsum Board and Related Products
 - a. CertainTeed
 - b. G-P Gypsum Corp.
 - c. National Gypsum Company
 - d. USG Corporation.

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- 2. Steel Framing and Furring
 - a. ClarkDietrich Building Systems
 - b. National Gypsum Company
 - c. United States Gypsum Company
 - d. Marino/Ware: a Division of Ware Industries, Inc.
- 3. Noise Barrier
 - a. DDS Acoustical Specialties, 43 Mainline Drive, Westfield, MA 01085. Phone: 413-248-8118. (Basis of Specification for this material).
 - b. Kinetics Noise Control, Dublin, Ohio. Phone: 800-959-1229.

2.02 MATERIALS

- A. Runners: "U" shaped steel of same type, gage, and finish as studs with web depth compatible with studs and designed to hold studs temporarily in place at top and bottom by friction.
 - Top Runners (Track): Where framing extends to overhead structural supports and/or decking, install to produce joints at top of framing systems that prevent axial loading of finished assemblies. In fire rated walls use Firestop Deflection Track.
- B. Steel Stud Framing:
 - 1. Channel shaped with return leg.
 - 2. Non-load bearing: ASTM C 645.
 - 3. Hot dip galvanized:
- C. Metal/Rigid Furring Channel:
 - 1. Product: ASTM C645.
 - 2. Hot dip galvanized:
- D. Resilient Channel:
 - 1. Product: Sound Transmission Resilient Channel.
 - Corrosion-resistant steel channel.
- E. Firestop Tracks: Top runner manufactured to allow partition heads to expand and contract with movement of the structure while maintaining continuity of fire-resistance-rated assembly indicated; in thickness not less than indicated for studs and in width to accommodate depth of studs.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - 2. ClarkDietrch Building Systems; BlazeFrame.
 - 3. Fire Trak Corp.; Fire Trak attached to studs with Fire Trak Posi Clips.
 - 4. Metal-lite, Inc.; The System.
 - 5. Sliptrack Systems; SLP-TRK.
- F. Deflection Track:
 - 1. Double track condition.
 - 2. Oversized outer track (2" deep minimum).
 - 3. Long leg inside track.
 - 4. Same gage or heavier than studs.
 - 5. Hot dip galvanized.
- G. Curved Wall Track
 - 1. Material: 20 gage, interior nonload-bearing flexible track for curved wall/soffit applications.
- H. Bridging
 - Cold-rolled Channel Bridging
 - a. 16 Gauge (minimum) screwed to each stud with a clip angle not less than 1-1/2" x
 1-1/2", 16 gauge, galvanized steel. Clip angle to be screwed to bridging at each stud.

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Use 3-3/8" wide clips for 3-5/8" studs and 5-3/4" wide clips for 6" studs. Two screws into bridging and two screws into stud.

- I. Hat-Shaped Rigid Furring Channels: ASTM C645
 - 1. Minimum Base-Metal Thickness: 20 gauge.
 - 2. Depth: 7/8 inch, 1-1/2 inches as indicated on the Contract Drawings.
- J. Resilient Furring Channels: 1/2-inch deep, 20 gauge galvanized steel sheet members designed to reduce sound transmission.
 - 1. Configuration: Asymmetrical, single leg with 1-1/2" screw flange.
- K. Z-Shaped Furring: With non-slotted web, face flange of 1-1/4 inches, wall attachment flange of 3/4 inch, minimum uncoated-metal thickness of 16 gauge unless noted otherwise and depth required to fit insulation thickness indicated.

L. Blocking

Solid fire-retardant (FR) wood - See Section 061000 - Rough Carpentry.

M. Column and beam clip

1. "The Claw" manufactured by Claw International, 139 Parkview Drive, Lakeview, AR 72642 Phone: 870-431-5654 www.BEAMCLIPS.com or Architect Approved equivalent.

N. Fasteners:

- Steel drill screws; for fastening gypsum boards to steel members from 0.033 to 0.112 in. thick; ASTM C954.
- Steel drill screws:
 - a. Type S: for fastening gypsum board to steel framing members.
 - b. Type W: for fastening gypsum boards to wood members.
 - c. Type G: for fastening gypsum board to gypsum board.
- 3. Concrete anchors: Sized for installation loads imposed.
 - a. Power driven.
 - b. Pre-drilled expansion type.
 - c. Self-drilling expansion type.

O. Gypsum Wall Board:

- 1. Recycled Content of Gypsum Panel Products: Postconsumer recycled content plus one-half of preconsumer recycled content not less than 25 percent.
- 2. Size: Provide maximum lengths and widths available that will minimize joints in each area, correspond with support system indicated, and be efficient in unusable off-cuts and waste.
- 3. Gypsum Board (GWB):
 - a. Type 'X' unless noted otherwise.
 - b. Thickness: 5/8" GWB unless noted otherwise.
- Curved Gypsum Board:
 - a. Gold Bond® High Flex® Gypsum Board or Architect approved equivalent.
 - b. Thickness: 1/4" GWB, provide 2 layers
 - c. Use wet method to form curves of less than 10' radius.
- 5. Cementitious Board:
 - a. Provide on all surfaces to receive tile finish in shower area only.
 - b. Thickness: 5/8"
- 6. Gypsum Soffit Board
 - a. Description: Specially formulated core to resist sag and moisture.
 - b. UL classified Type TG-C and ULC classified Type C.
 - c. Flame Spread Rating: 15, Smoke Developed Rating: 0.
 - d. Thickness 5/8" unless noted otherwise.
 - e. Products:

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- 1) ToughRock® Fireguard C Soffit Board by Georgia Pacific.
- 2) CertainTeed Exterior Soffit Type C Gypsum Board.
- f. Use:
 - 1) Provide on all exterior soffit/ceiling locations.
 - 2) Provide on interior soffit locations where noted on Drawings.
- 7. Abuse Resistant Type
 - Manufactured to produce greater resistance to surface indentation, through-penetration (impact resistance), and abrasion than standard gypsum board.
 - b. Core: 5/8", Type X
 - c. Long Edges: Tapered.
 - d. Abuse-Resistant Performance:
 - 1) Surface Abrasion: ASTM D 4977, 0.015" at 50 rubs.
 - 2) Surface Indentation: ASTM D 5420, 0.15" maximum.
 - 3) Soft-Body impact: ASTM E 695, surface failure at 150 ft-lbs. minimum.
 - e. Products:
 - Georgia Pacific DensArmor Plus® Fireguard® Abuse-Resistant Interior Gypsum Panel.
 - 2) Gold Bond® XP® Hi-Impact® Gypsum Board.
 - 3) Sheetrock® Brand Mold Tough® VHI Firecode X Panels
 - 4) Certainteed Extreme Abuse Resistant Gypsum Board with M2 Tech® Type X.
- 8. Shaftwall
 - a. Liner Boards:
 - 1) ASTM C442, Type SLX
 - 2) Edges: Beveled
 - 3) Thickness: 1"
 - 4) Acceptable Product: Sheetrock gypsum liner panels by USG or Architect approved equivalent meeting the required ratings.
 - b. Face Boards:
 - 1) ASTM C1396 (Section 5), type X
 - 2) Thickness: 5/8"
- 9. Tile Backing Panels
 - a. Provide on all walls to receive ceramic tile except shower walls.
 - b. Glass-mat, Water-Resistant Backing Board
 - 1) Complying with ASTM C 1178.
 - 2) Core: 5/8", Type X
 - 3) Products:
 - (a) DensShield® Tile Backer by Georgia Pacific Gypsum.
 - (b) FIBEROCK® Tile Backerboard by USG

P. Noise Barrier:

- Non reinforced loaded vinvl barrier.
 - a. Thickness: 0.1 inches
 - b. Density 1.0 lbs. per square foot.
 - c. Tensile Strength: minimum 220 lbs. per square inch.
 - d. Elongation: minimum 140%
 - e. Tear Strength: minimum 40 lbs per inch.
 - f. STC Rating: 26.
 - g. Flammability Rating: Material shall pass UL 94 HB.
 - h. Sound Transmission Loss: Per ASTM E90 and ASTM E413:
 - 1) Octave Band Center Frequency (Hz):
 - 2) <u>125 250 500 1000 2000 4000 STC</u> 13 17 22 26 32 37 26
 - i. Standard Width: 54 inches.
- 2. Construction:

- a. Supplied in 54" wide panels or rolls x length required.
- Q. Gypsum Board Accessories:
 - 1. All accessories must be taped.
 - Galvanized steel: ASTM C1047
 - 3. Corner bead: Solid flange.
 - 4. Expansion (control) joint, with removable strip.
 - 5. U-bead.
 - 6. L-bead:
 - a. Solid flange.
 - b. Tear away L-bead at window applications.
 - 7. LK-bead: Solid flange.
 - 8. LC-bead: Solid flange.
 - 9. Edge trim: Tapeable J-bead.
- R. Joint Finishing Materials: ASTM C475
 - 1. Joint reinforcing tape: ASTM C475
 - a. Size: not less than 1-7/8 in. or more than 2-1/4 in.
 - b. Thickness: Not more than 0.012 in.
 - c. Tensile strength: Not less than 30 lb./in. when tested pursuant to ASTM C474.
 - d. Dimensional stability: Expansion no more than 0.40% lengthwise and not more than 2.5% crosswise when tested pursuant to ASTM C474.
 - 2. Glass fiber joint reinforcement tape: Open weave tape; ASTM C475.
 - 3. Joint compound: Provide one or more of following pursuant to ASTM C475:
 - a. Ready-mix or dry taping or bedding compound.
 - b. Ready-mix or dry finishing or topping compound.
 - c. Ready-mix or dry all-purpose compound.
 - d. Compounds selected to be compatible.

2.03 STEEL FRAMED PARTITION: (NON-LOAD BEARING)

- A. Fire Rating: Per Drawings.
- B. Steel Framing:
 - Runners, floor and ceiling:
 - a. Size: As shown on the drawings.
 - b. Material: 20 gage MSG (minimum) galvanized standard steel track: or 33 mil (33 ksi) if using ViiperStud®, ProSTUD®, or other proprietary stud system unless noted otherwise on the Contract Drawings. Provide 18 gage track on walls finished with 5/8" cement board.
 - c. Attachment to Floor and Ceiling: 16 in. o.c., maximum.
 - Steel Studs:
 - a. Size: As shown on the drawings.
 - b. Material: 20 gage MSG (minimum) standard, galvanized steel stud; 33 mil (33 ksi) ViperStud®; 33 mil (33ksi) ProSTUD®; 33 mil (33 ksi) for other proprietary stud unless noted otherwise on the Contract Drawings. Provide 18 gage studs on walls finished with 5/8" cement board.
 - c. Spacing: As shown on the Contract Drawings.
- C. Bridging and Blocking:
 - U-Channel
 - a. 16 gauge (minimum).
 - b. 4'-0" o.c. vertically (maximum). Screwed to each stud. Provide bridging within 12" of the stud end at deflection top track.
 - 2. Blocking

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- a. FR Solid Wood See Section 061000 Rough Carpentry.
- D. Boards, Both Sides:
 - 1. Layers: As required for fire rating of wall assembly:
 - a. Edge: Tapered.
 - b. Type: As listed in 2.02 O.
 - c. Orientation: Parallel with studs or perpendicular to studs.
- E. Fasteners: Steel drill screws.

2.04 STEEL FRAMED PARTITIONS (LOAD BEARING FIRE RATED ASSEMBLY)

- A. Fire Rating: Per drawings.
- B. Steel Framing:
 - 1. Runners, floor and ceiling:
 - a. Size: As shown on the Contract Drawings.
 - b. Material: As shown on Contract Drawings and in Section 054000 Cold Formed Metal Framing.
 - c. Attachment to Floor and Ceiling: 16" o.c., maximum.
 - 2. Steel Studs:
 - a. Size: As shown on the Contract Drawings.
 - b. Material: As shown on Contract Drawings and Section 054000 Cold Formed Metal Framing.
 - c. Spacing: As shown on the Contract Drawings.
- C. Bridging and Blocking:
 - 1. U-Channel
 - a. 14 gauge (minimum).
 - b. 4'-0" o.c. vertically (maximum). Screwed to each stud. Provide bridging within 12" of the stud end at deflection top track.
 - Blocking
 - a. FR Solid Wood See Section 061000 Rough Carpentry.
- D. Boards, Both Sides:
 - 1. Layers: As required for fire rating of wall assembly.
 - 2. Material:
 - a. Interior wall assembly:
 - 1) Edge: Tapered.
 - 2) Type: As listed in 2.02 l.
 - 3) Orientation: Parallel with studs or perpendicular to studs.
 - b. Exterior wall assembly:
 - 1) Interior face of wall assembly:
 - (a) Edge: Tapered.
 - (b) Type: As listed in 2.02 I.
 - (c) Orientation: Parallel with studs or perpendicular to studs.
 - 2) Exterior face of wall assembly
 - (a) See Section 061643 Gypsum Sheathing
- E. Fasteners: Steel drill screws

2.05 STEEL FRAMED PARTITIONS (LOAD BEARING UNRATED ASSEMBLY)

A. Rating: None

B. Steel Framing:

- Runners, floor and ceiling:
 - a. Size: As shown on the Contract Drawings.
 - b. Material: As shown on drawing and spec Section 054000 Cold Formed Metal Framing.
 - c. Attachment to Floor and Ceiling: 16" o.c., maximum.
- 2. Steel Studs:
 - a. Size: As shown on the Contract Drawings.
 - b. Material: As shown on drawing and Section 054000 Cold Formed Metal Framing.
 - c. Spacing: As shown on the Contract Drawings

C. Bridging and Blocking:

- 1. U-Channel
 - a. 14 gauge (minimum).
 - b. 4'-0" o.c. vertically (maximum). Screwed to each stud. Provide bridging within 12" of the stud end at deflection top track.
- Blocking
 - a. FR Solid Wood See Section 061000 Rough Carpentry.
- D. Boards, Both Sides:
 - 1. Layers: Single, face layer only.
 - 2. Material:
 - a. Interior wall assembly:
 - Type: As listed in 2.02 N
 - 2) Edge: Tapered.
 - 3) Orientation: Parallel with studs or perpendicular to studs.
 - b. Exterior wall assembly:
 - 1) Interior face of wall assembly:
 - (a) Type: As listed in 2.02 N.
 - (b) Edge: Tapered.
 - (c) Orientation: Parallel with studs or perpendicular to studs.
 - Exterior face of wall assembly
 - (a) See Section 061643 Gypsum Sheathing.
 - 3. Fasteners: Steel drill screws

2.06 FURRED ASSEMBLY

- A. Rating: None.
- B. Metal/Rigid Furring Channel:
 - 1. Orientation: Installed vertically.
 - 2. Type: DWC.
 - 3. Depth: 7/8" or $1\frac{1}{2}$ " in.
 - 4. Gage: 20.
 - 5. Finish: Galvanized, G60.
 - 6. Substrate Attachment:
 - a. Direct Method: Fasten alternately through both flanges directly to wall substrate at 24 in. o.c., maximum.
 - b. Fasteners to substrate: Steel power driven fasteners.
- C. Metal Furring Stud:
 - 1. Orientation: Installed vertically.
 - 2. Type: DWS.
 - 3. Depth: 1 5/8".

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- 4. Gage: 20
- 5. Finish: Galvanized, G60.
- 6. Substrate Attachment:
 - a. No attachment to substrate. Furring studs and GWB are an independent system when built tight to substrate.
- D. Boards and Sheathing:
 - I. Layers: Single, face layer only.
 - 2. Face layer:
 - a. Type: As listed in 2.02 N.
 - b. Edge: Tapered.
 - c. Orientation: Parallel with, or perpendicular to, framing.
- E. Fasteners: Steel drill screws.

2.07 STEEL FRAMED NON-LOAD BEARING SOFFIT, FASCIA, AND EXTERIOR SHEATHING

- A. Rating: None.
- B. Installation Type: Braced.
- C. Steel Framing:
 - 1. Runners, floor and ceiling:
 - a. Size: As shown on the Contract Drawings.
 - b. Material: 20 gage MSG (minimum) galvanized steel track or 33 mil (33 ksi) if using ViiperStud®, ProSTUD®, or other proprietary stud system unless noted otherwise on the Contract Drawings.
 - c. Attachment to substrate: steel drill screws at 24-in. o.c., maximum.
 - 2. Steel Studs:
 - a. Size: As shown on the Drawings.
 - b. Material: 20 gage MSG (minimum) standard, galvanized steel stud; 33 mil (33 ksi) ViperStud®; 33 mil (33ksi) ProSTUD®; 33 mil (33 ksi) for other proprietary stud unless noted otherwise on the Drawings.
 - c. Spacing: 16" o.c. unless noted otherwise on the Contract Drawings.
- D. Diagonal Bracing: Use studs or runners.
- E. Boards:
 - 1. Layers: Single, face layer only.
 - Material:
 - a. Interior assembly:
 - 1) Gypsum soffit board Type X
 - 2) Edge: Tapered.
 - 3) Orientation: Parallel with studs or perpendicular to studs.
 - b. Exterior wall assembly:
 - 1) See Section 061643 Gypsum Sheathing.
 - c. Exterior soffit:
 - 1) Exterior rated, fire rated gypsum soffit board.
- F. Fasteners: Steel drill screws.

2.08 SUSPENDED GYPSUM BOARD CEILING GRID SYSTEM

A. Rating: None.

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- B. Furring ceiling assembly Number 640 as manufactured by Chicago Metallic 1-800-323-7164 or Architects approved equivalent.
 - 1. Orientation: Installed perpendicular to ceiling assembly.
 - 2. Main Runner 640-C.
 - 3. Furring Channel 634-C.
 - 4. Furring Tee 644-C.
 - 5. Cross Tee 659-C.
 - 6. Perimeter Trim
 - 7. Infinity D 4" high perimeter trim 044715.00
- C. Boards and Sheathing:
 - 1. Layers: Single, face layer only.
 - 2. Face layer:
 - a. Type: As listed in 2.02 N.
 - b. Edge: Tapered.
 - c. Thickness: As shown on the drawings.
 - d. Orientation: Parallel with, or perpendicular to, framing.
- D. Fasteners: Steel drill screws.

2.09 FURRING FOR GYPSUM BOARD CEILING ATTACHED TO WOOD TRUSSES

- A. Resilient Furring Channel (20-gauge, single leg) mounted perpendicular to bottom chord of truss at 16" o.c. maximum.
- B. Rating: One (1) hour or as noted on the Contract Drawings.

2.10 FURRING FOR GYPSUM BOARD ATTACHED TO METAL TRUSSES (TRUSS SPACING GREATER THAN 2'-0" O.C.)

- A. 1-1/2" Heavy Duty Furring Channel 16-gauge, (SSMA 150F125-54) mounted perpendicular to bottom chord of truss at 16" o.c. maximum and at each side of control joints.
 - 1. Secure furring channel to each truss with a minimum of two screws.
- B. 1-1/2" Heavy Duty "U" Channel 16-gauge, (SSMA 150U-54).
 - 1. Provide at any opening in GWB Ceiling, flush with cut edge of GWB. At sides of opening perpendicular to trusses, run "U" channel from truss to truss. At sides of opening parallel to trusses, run between perpendicular "U"channels framing opening.

2.11 FURRING FOR BOARD INSULATION

- A. "Z" Furring Channel, 16 gauge, Galvanized G40EQ Coating, profile depth to match insulation thickness.
- B. To be installed in vertical configuration only, 16" on center unless noted otherwise.

PART 3 EXECUTION

3.01 EXAMINATION

A. Examine substrates to which gypsum board assemblies attach or abut, installed hollow metal frames, cast-in-anchors, and structural framing with Installer present for compliance with requirements for installation tolerances and other conditions affecting performance of assemblies specified in this Section. Do not proceed with installation until unsatisfactory conditions have been corrected.

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3.02 PREPARATION

A. Ceiling Anchorage: Coordinate ceiling suspension systems with installation of overhead structural assemblies to ensure that inserts and other provisions for anchorage to building structure have been installed to receive ceiling hangers that will develop their full strength and at spacing required to support ceilings.

3.03 INSTALLATION - NOISE BARRIER

- A. Install noise barriers in locations indicated and in accordance with approved shop drawings.
 - 1. Comply with manufacturer's written instructions for installation of noise barrier material.
 - 2. Noise barrier material is to run full height of stud wall.
 - a. Butt horizontal and vertical joints in noise barrier tight. Do not overlap noise barrier at joints.
 - b. Noise barrier shall continue over face of studs framing out windows and doors but does not return on face of studs at windows and doors.
 - c. Noise barrier shall return into window openings (GWB returns) and other GWB returns and projections of the wall. Cut noise barrier at corners--do not bend noise barrier around corners.
 - Neatly cut noise barrier at any wall projections, i.e. electrical back boxes, conduits, piping, ductwork, etc.
 - a. Gaps between projecting items and noise barrier shall be limited to 1/8".
 - 4. Provide minimum number of fasteners to secure noise barrier to studs, prior to installation of gypsum wall board.
 - 5. Remove dust and other foreign material from noise barrier prior to installation of the gypsum wall board.
 - 6. Noise barrier shall be covered with gypsum wall board within 48 hours of installation.

3.04 INSTALLATION - FRAMING AND WALL BOARD

- A. Install Pursuant to: Manufacturer's published instructions. Comply with ASTM C754 and with ASTM C840 requirements that apply to framing installation.
- B. Install supplementary framing, and FR solid wood blocking to support fixtures, equipment services, heavy trim, casework, TV mounts, projection screens, white boards, bulletin boards, lockers, hand rails, grab bars, toilet accessories, furnishings, or similar construction including Owner furnished items requiring attachment.
- C. Where studs are installed directly against exterior masonry walls or dissimilar metals at exterior walls, install isolation strip between studs and exterior wall.
- D. Install bridging at 4'-0" o.c. vertically for full length of wall. If wall has a top deflection track, install an additional row of bridging within 12" of the top end of the studs. **Install bridging prior to electrical conduit, piping and other utility installation within the wall or passing thru the wall to avoid conflicts.** If bridging can not run full length of wall due to obstruction, continue bridging above or below obstruction overlapping one full stud cavity of main bridging run. Do not exceed 2 feet vertical between offset bridging runs and primary bridging run.
- E. Install bracing at terminations in assemblies.
- F. Do not bridge building control and expansion joints with non-load-bearing steel framing members. Frame both sides of joints independently.
- G. Runner Installation:

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1. Attach steel runners at floor and ceiling to structural elements with suitable fasteners located 2 in, from each end and spaced 16 in, o.c., maximum.

H. Steel Stud Installation:

- 1. Position studs vertically, with open side facing in the same direction, engaging floor and ceiling runners, and spaced pursuant to specific partition description. Trade holes (knockouts) shall not be located within 10 inches of the end of the stud. When necessary, splice studs with 8 in. nested lap and two positive attachments per stud flange. Place studs in direct contact with all door frame jambs, abutting partitions, partition corners, and existing construction elements. Where studs are installed directly against exterior walls and a possibility of water penetration through walls exists, install asphalt felt strips between studs and wall surfaces.
- 2. Anchor both flanges of all studs to ceiling (unless it is deflection track) and floor runner or track flanges as specified under specific partition description, or, if silent, with metal lock fastener tool, or 3/8 in. Type S or Type S-12 steel drill screw. Securely anchor studs to jamb and head anchors of door or borrowed-light frames by bolt or screw attachment. Over metal door, borrowed-light frames and/or openings of 36" or less in width, place horizontally a cut-to-length section of runner or track, with a web-flange bend at each end, and secure to strut-studs with 2 screws in each bent web. At door frames and other openings greater than 36" in width, provide a boxed header, consisting of 6" wide studs and track matching wall width. Place a track on top side of boxed header to secure cripple studs to. Position cut-to-length cripple studs (extending to ceiling runner or track) at 16" on center above door frame header, or any other opening header.
 - a. Install two studs at each jamb unless otherwise indicated.
 - Install cripple studs at opening head adjacent to each jamb stud, with a maximum 1/2-inch clearance from jamb stud to allow for installation of control joint in finished assembly.
 - Extend jamb studs through suspended ceilings and attach to underside of overhead structure.

I. Metal/Rigid Furring Channels Erection:

1. Direct attachment: Attach furring channels in a vertical position directly to interior concrete or masonry surface with appropriate anchors and fasteners staggered 16 in. o.c. on opposite flanges. When there is a possibility of moisture penetration through walls, install asphalt felt protection strip between furring channel and wall.

J. Soffit and Fascia Erection:

- 1. Fasten runners to concrete or masonry substrate with appropriate fasteners spaced 16 in. o.c., maximum. Fasten runners to steel study used as a substrate with steel drill screws.
- 2. Fasten steel studs to runners and other steel studs with steel drill screws.
- 3. Install steel stud diagonal bracing, if necessary; fasten with steel drill screws.

K. Gypsum Board Erection:

- Clean stud and furring cavities of all construction debris and vacuum clean all track sections prior to installing GWB.
- 2. Apply gypsum boards pursuant to specific partition description. Position all edges centered over studs for parallel application; all ends centered over studs for perpendicular application. Use maximum practical lengths to minimize end joints. Fit ends and edges closely, but not forced together.
- 3. Stagger vertical board joints from joints in adjacent layer and from joints on opposite side of studs. Stagger horizontal joints 1 stud spacing from boards directly above and below, from joints in adjacent layer, and from joints on opposite side of studs. Locate screws 1/2 in. from board edges or ends.
- 4. Fit gypsum panels around ducts, pipes, and conduits.

- 5. Where partitions intersect structural members and/or decking projecting below underside of floor/roof slabs and decks, cut gypsum panels to fit profile formed by structural members and decking flutes; allow 1/4"-3/8" wide joints to install sealant or firestopping.
- 6. For single-layer parallel application of gypsum boards, space screws pursuant to specific partition description in field of boards and along vertical abutting edges. For single-layer perpendicular board application, space screws pursuant to specific partition description in field and along abutting end joints.
- L. For single layer application erect and fasten gypsum boards pursuant to GA-216.
- M. For double layer application erect and fasten gypsum boards pursuant to GA-216.
- N. For exterior gypsum boards, erect pursuant to GA-216, and fasten at 6" o.c. along panel edge locations and 12" o.c. field locations with 11/4" S #6 screws.
- O. Furring Installation for Suspended Gypsum Board Ceiling.
 - 1. Install per manufactures instructions, 16" o.c. maximum spacing.
- P. All joints and screw heads in GWB construction not exposed to view shall be fire taped and finished to a minimum AWCI Level 2 finish.

3.05 ACCESSORY APPLICATION

A. Corner Bead:

1. Reinforce all vertical and horizontal exterior corners with corner bead fastened by crimping at 6" o.c. on both flanges along entire length of bead. If framing is wood, apply screws at 9" o.c. both flanges along entire length of bed in addition to crimping.

B. Edge Trim:

 Where assembly terminates against masonry or other dissimilar material, apply tapeable metal trim over board edge and fasten with 9/16 in. galvanized staples 9" o.c.

C. Opening Trim:

- 1. Provide and attach with screws 9" o.c. special J-type (semi-finishing) zinc-alloy edge trim at all exposed edges of exterior gypsum board that are not concealed by applied moldings.
- 2. Provide and attach with screws 9" o.c. special J-type plastic edge trim at all exposed edges of exterior gypsum board that are not concealed by applied moldings.

D. Control Joints:

- 1. Provide control joint units, of either metal or PVC at one side of door frame extending from door frame head upward to top track and/or window unit extending from window jamb upward and downward at a maximum spacing of 24' o.c. of straight wall and for straight wall sections longer than 24' without a door or window provide full height control joint extending from door frame head upward to top track and elsewhere, where control joints are indicated.
- 2. Control joints shall be provided in gypsum board ceilings not more than 30'-0" o.c. in each direction and at junction of gypsum board partitions with walls or partitions of other finish materials, and at "T", "U" and "I" shaped areas.
- 3. Each side of a control joint must be independently supported.
- Provide acoustical sealant at control joints as recommended by Drywall System manufacturer.
- 5. In fire rated assemblies, control joints shall be backed as required to maintain rating of wall or ceiling.
- 6. Where gypsum board is vertically continuous, as at stairwells, provide control joints at each floor level.

3.06 CONTROL JOINT INSTALLATION

A. Attach control joint with screws or Architect approved substitution, spaced not over 6 in. apart in each flange. Cut end joints square and align for neat fit. Remove protective tape when joint treatment is completed.

3.07 FASTENER APPLICATION

A. Drywall Screws:

 Power-drive with an electric screwdriver so screw heads provide a slight depression below surface of gypsum boards without breaking face paper. Do not drive screws closer than 3/8 in. from edges and ends of gypsum boards.

3.08 PRE-FILL APPLICATION

- A. Use ready-mix or field mix dry taping or bedding compound pursuant to directions on container. Do not over mix, nor use extremely cold water or cold joint compound.
- B. Pre-fill all "V" grooves formed by abutting tapered eased edges of gypsum board with taping or bedding compound, or Architect approved substitution, using a flexible 5 in. or 6 in. joint finishing knife or specialty pre-fill tool. Fill "V" joint flush and wipe off excess compound beyond "V" groove, leaving a clear depression to receive tape. Allow pre-fill to harden prior to next application, taping, or embedding coat.

3.09 JOINT TREATMENT APPLICATION

- A. Mix joint compound pursuant to manufacturer's published instructions.
- B. Apply taping, embedding, or ready-mixed all-purpose compound in a thin uniform layer to all joints, angles, finishing beads, trim and control joints. Immediately apply reinforcing tape centered over joint and seated into compound. Sufficient compound, approximately 1/64 in. to 1/32 in., must remain on tape to provide proper bond. Follow immediately with a thin skim coat to embed tape, but not to function as a second coat. Fold and embed tape properly in all interior angles to provide a true angle. Tape or embedding coat must be thoroughly dry prior to application of second coat. Exception: Some joint compounds need only to have hardened prior to application of next coat. Refer to instructions on container.
- C. Spread finish coat evenly over and extend at least 2 in. beyond second coat on all joints and feather to a smooth, uniform finish. Over tapered edges, do not allow finished joint to protrude beyond plane of surface. Apply a finish coat to cover tape and taping compound at all tapered angles and provide a true angle. Where necessary, sand lightly between coats and following final application of compound to provide a smooth surface ready for decoration. When sanding, do not roughen face paper.

3.10 FINISHING FASTENERS

A. Apply a taping, all-purpose type, or ready-mixed compound to fastener depressions as first coat. Follow with a minimum of 2 additional coats of topping or all-purpose compound, leaving all depressions level with surface.

3.11 FINISHING BEADS, TRIMS, AND CONTROL JOINTS

A. Apply first coat and tape to all flanges, and properly feather out from ground to plane of surface. Compound must thoroughly dry prior to application of second coat. Some joint compounds need only to have hardened prior to application of next coat. Refer to instructions on container.

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- B. Apply a second coat in same manner as first coat, extending compound slightly beyond onto face of board. Compound must be thoroughly dry prior to application of finish coat.
- C. Apply finish coat, extending compound slightly beyond second coat and properly feathering from ground to plane or surface. Sand finish as necessary to provide a flat, smooth surface ready for decoration. When sanding, do not roughen face paper.

3.12 LEVEL OF FINISH

- A. Surfaces to receive tile, surfaces to receive fire taping, and/or surfaces not exposed to view, shall be finished to a minimum of AWCI Level 2.
- B. Surfaces to receive heavy textured finish or heavy grade wall covering shall be finished to a minimum of AWCI level 3.
- Surfaces to receive paint or light grade wall coverings shall be finished to a minimum of AWCI level 4.
- Surfaces to receive gloss, semi-gloss, or egg shell paint shall be finished to a minimum of AWCI level 4.
- E. Level 5 finish only required in locations specifically noted on the Contract Drawings. Where Level 5 finish is indicated, spray apply high build drywall surfacer over entire surface after joints have been properly treated; achieve a flat and tool mark-free finish.

3.13 TOLERANCES

A. Maximum variation of finished gypsum board surface from true flatness: 1/8 inch in 10 feet in any direction.

3.14 WASTE MANAGEMENT

- A. Separate and recycle waste materials to maximize extent economically feasible in compliance with Waste Management Plan for LEED Credit MR 2.1 and MR 2.2
- B. Plan and coordinate work to minimize generation of off-cuts and waste. Sequences work to maximize use of GWB off-cuts and waste.

3.15 CLEANING AND REPAIR

- A. Clean all excess materials each day. Promptly remove any residual joint compound from adjacent surfaces.
- B. Provide final protection and maintain conditions, in a manner suitable to Installer, which ensures gypsum board assemblies remain without damage or deterioration at time of Substantial Completion.
- C. Repair damaged work prior to Punch List

END OF SECTION

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PART 1 GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and General Provisions of the Agreement, including General and Supplementary Conditions, and Division 01 of the Project Manual, apply to work of this Section.

1.02 SUMMARY

- A. This Section includes the following:
 - 1. Ceramic tile.
 - 2. Waterproof membrane for thin-set tile installations
 - 3. Setting products and grouts.
 - 4. Thresholds
 - 5. Metal transition strips between tile and other floor finishes.
- B. Related sections include the following:
 - Section 079200 "Sealants" for sealing of expansion, contraction, control, corner, and isolation joints in tile surfaces.
 - 2. Section 092116 "Gypsum Board Assemblies" for gypsum backer units and cementitious backer units installed as underlayment for tile installations.

1.03 STANDARDS

- All work of this section shall conform to industry standards and/or manufacturer's recommendations.
- B. Tile Council of North America, Inc. (TCNA) "Handbook for Ceramic, Glass and Stone Tile Installation".
- C. Ceramic Tile Standards
 - Bond Strength: ASTM C482
 - 2. Breaking Strength: ASTM C648
 - 3. Color Uniformity: ASTM C609
 - 4. Crazing: ASTM C424
 - 5. Facial Dimensions: ASTM C499
 - 6. Warpage: ASTM C482
 - 7. Waster Absorption: ASTM C373
 - 8. Wedging: ASTM C502
- D. Installation Standards: ANSI A108 series
- E. Material Standards: ANSI A118 Series
- F. ANSI A137.1 "American National Standards Specifications for Ceramic Tile"

1.04 SUBMITTALS

- A. Pursuant to Section 013300 Submittal Procedures.
- B. Pursuant to Section 016000 Product Requirements
- C. Product Data:
 - 1. For each tile type.
 - 2. Setting Products.
 - Grouts.

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- 4. Sealants
- 5. Thresholds/ Transition Strips.
- 6. Waterproofing Systems and Products.
- Accessories.
- Samples: submit actual products, no plastic mock-ups or photos representing colors and textures.
 - 1. Tile quantity to show full range of colors, markings and textures that will occur. Samples may be on color boards or as individual tiles of minimum size 4" square or actual tile size if less than 4" square.
 - 2. Thresholds/Transition Strips 8" long samples of each type.
 - 3. Sealant 6" sample of each type and color.
 - 4. Grouts Full range of colors available (actual grout in-lays, not plastic color representations).
- E. Submit Installer qualification certifications for Installer(s) and Installing Contractor required by the Quality Assurance paragraph below.
- F. Maintenance Materials:
 - Provide recommended cleaning methods, cleaning materials, stain removal materials and methods.

1.05 QUALITY ASSURANCE

- A. Experienced workers familiar with the work and according to manufacturers recommendations and/or industry standards shall perform all work of this section.
- B. All tiles supplied must exceed standard grade requirement set forth in the latest ANSI tile specification A137.1.
- C. Manufacturer Qualifications:
 - 1. In business of manufacturing ceramic/porcelain tile for at least 15 years.
- D. Provide waterproofing membrane, crack control membrane, grout and setting materials from one manufacturer.
- E. Installer Qualifications:
 - Installing Contractor is a five-star member of the National Tile Contractors Association or a Trowel of Excellence member of the Tile Contractors' Association of America.
 - 2. Installing Contractor employs Ceramic Tile Education Foundation Certified Installers.
 - 3. Not less than five (5) years experience with tile work and not less than three (3) installations of similar size and scope.
- F. The work hereunder shall be performed by a single entity with unit responsibility for field measurements, submittals, field installation and warranty.
- G. Allowable tolerances:
 - 1. Except for allowable tolerances in tile as specified, make corners of all tiles flush and level with corners of adjacent tile.
 - 2. For flat surfaces, the maximum deviation from true plan shall be 1/8"in 8' as measured under straight edge placed at any location on surface.
 - 3. Where noted or required slope floors to drains, complying with the tolerance stated for flat surfaces.
- H. Slip Resistant Floor Surface Requirements: The floor surface of the finished installation shall comply with the slip resistant requirements of the authorities having jurisdiction.

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1.06 DELIVERY, STORAGE AND HANDLING

- A. Pursuant to manufacturers published instructions.
- B. Protect against moisture exposure and damage.
- C. Deliver material only in and undamaged condition; store above ground and in a dry place within building. Keep packaged material in original containers with seals unbroken and labels intact until time of use. Wrapped or bundled material must bear name of manufacturer and product. Immediately remove damaged or otherwise unsuitable material form job site.

1.07 EXTRA MATERIALS

A. Furnish an extra 3% of each tile type, shape, size, gloss, and color in clean marked containers for Owner's use.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Following are approved manufacturers for materials shown in the specification:
 - 1. Ceramic wall and floor tile
 - a. American Olean (Basis of Design)
 - b. Daltile
 - c. Crossville
 - 2. Setting Products
 - a. LATICRETE International, Inc. (Basis of Specification)
 - b. MAPEI
 - 3. Grout
 - a. LATICRETE International, Inc. (Basis of Specification)
 - b. MAPEI or approved equivalent.
 - 4. Waterproofing & Crack Control Membranes
 - a. LATICRETE International, Inc. (Basis of Specification)
 - b. MAPEI or approved equivalent.
 - Control joints and transition strips
 - a. Schluter (Basis of Specification)
 - b. Architect approved equivalent
- B. Tile shall be of size, type and pattern shown on the Drawings and described in this Project Manual. Obtain tile of each type and color or finish from same production run and of consistent quality in appearance and physical properties for each contiguous area.
- C. Proprietary names used to designate materials are not intended to imply that products of those manufacturers are required to the exclusion of Architect approved equivalent products of other manufacturers.

2.02 WALL, FLOOR, AND BASE TILE

- A. Type A: Lavatory and Serving Line walls
 - 1. American Olean glazed wall tile, base and trim.
 - 2. Size: 4¼" x 4¼" x 5/16" dust pressed body, cushion edged with contact spacer lugs.
 - 3. Glazed Wall Tile. Base and Trim:
 - a. Series: Color Story™ Wall Neutral
 - b. Back tab mounting in sheets.

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- c. Location: Field and accents.
- 4. Trim tile to match wall tile in size and texture. All internal corners to be square, all external corners and exposed edges to be rounded using bullnose tile.
- Base tile to match wall accent tile in size and texture. All base tile to be sanitary cove profile.
- 6. Field patterns and borders where required are indicated on the Contract Drawings.
- 7. Colors: to be selected by Architect.
 - a. Field tiles will be selected from Neutral & Neutral+ colors.
 - b. Accent tiles will be selected from Vibrant & Vibrant+ colors.

B. Type B: Lavatory Floor and Serving Line Floors

- 1. American Olean.
- 2. Size 6" x 6" porcelain tiles with a 1/4" grout joint.
- 3. Series: Urban Tones.
- 4. Color: to be selected by Architect.
 - a. Field Speckled.
 - b. Accent Solid.

2.03 SETTING PRODUCTS

- A. Wall Tile.
 - 1. Large Format Tile: LATICRETE MULTIMAX™ LITE Polymer Fortified Mortar.
 - 2. Small Format Tile: LATICRETE 254 Platinum Polymer Fortified Thin Set Mortar.
- B. Floor Tile
 - LATICRETE 125 TRI MAX™ Adhesive Mortar.

2.04 GROUTS

- A. Walls and Floors: LATICRETE SPECTRALOCK® PRO Premium Grout (Epoxy grout).
- B. Color: to be selected by Architect.

2.05 THRESHOLDS

A. Marble:

- Profile: As shown on Contract Drawings.
- 2. Size: Match jamb length. Align width with inside edge of door frame. See detail on Contract Drawings.
- 3. Location: At locations shown on Door Schedule and Floor Finish Drawing.
- 4. Color: Provide color range to coordinate with range of submitted tile colors. Architect shall select final color.

B. Metal:

- 1. Manufacturer: Schluter or Architect approved equal.
- 2. Material: (Mill-finished aluminum) (Solid bronze).
- 3. Style: as indicated by transition details shown on Contract Drawings.
- 4. Size: Height to match tile thickness.

2.06 ACCESSORIES

A. Trowelable Underlayments and Patching Compounds: Latex-modified, portland cement-based formulation provided or approved by manufacturer of tile-setting materials for installations indicated.

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B. Sealant

- 1. Provide 100% silicone sealant with anti-microbial technology from grout manufacturer.
 - a. LATASIL™
 - b. Color of sealant to match grout.
- C. Crack Isolation Membrane
 - LATICRETE HYDRO BAN®
- D. Control Joints: Provide Schluter Systems Dilex-BWS
 - 1. Provide at all wall and floor control joints.
 - 2. Colors: As selected by Architect from manufacturer's full range of colors.
 - 3. Height as required.

E. Tile Cleaner

 A neutral cleaner capable of removing soil and residue without harming tile and grout surfaces, specifically approved for materials and installations indicated by tile and grout manufacturers.

PART 3 EXECUTION

3.01 EXAMINATION AND PREPARATION

- A. Examine all surfaces to receive the parts of the Work specified herein.
 - 1. Verify that substrates for setting tile are firm; dry; clean; free of coatings that are:
 - a. incompatible with tile-setting materials, including curing compounds and other substances that contain soap, wax, oil, or silicone; and comply with flatness tolerances required by ANSI A108.01 for installations indicated.
 - 2. Verify that concrete substrates for tile floors installed with thinset mortar comply with surface finish requirements in ANSI A108.01 for installations indicated.
 - Verify that surfaces that received a steel trowel finish have been mechanically scarified.
 - Verify that protrusions, bumps, and ridges have been removed by sanding or grinding.
 - 3. Verify that joints and cracks in tile substrates are coordinated with tile joint locations; if not coordinated, adjust joint locations in consultation with Architect.
 - 4. Verify all dimensions of existing and subsequent construction.
 - 5. Verify that GWB backing is the required type and is installed and prepared in accordance with Gypsum Association GA 216.
 - 6. Application of materials constitutes acceptance of substrate.
 - 7. Verify that installation of grounds, anchors, recessed frames, electrical and mechanical units of Work, and similar items located in or behind tile have been completed before installing tile.
 - 8. On CMU walls to receive membrane and tile, smooth out any depressions with LATICRETE 254 Platinum Thin Set Mortar or LATICRETE 226 Thick Bed Mortar mixed with LATICRETE 3701 Mortar Admix or 3701 Fortified Mortar as recommended by manufacturer.
- B. Do not proceed with installation until unsatisfactory conditions have been corrected.
- C. Keep containers in which tile and other materials are packed, dry until tiles and other materials are removed; take every precaution to see that tiles are not stained before they are set in place. Maintain temperatures in rooms where tile is being set at a minimum of 50 F and for 7 days after tile has been set. Vent temporary heaters to outside to prevent carbon dioxide damage to the Work.

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- D. Layout tile in each area in such a manner as to minimize cutting of tile, especially cuts less than one half-tile size, and maximize alignment of joints.
- E. Blending: For tile exhibiting color variations within the ranges selected during sample submittals, verify that tile has been blended in factory and packaged accordingly so that tile units taken from one package show the same range in colors as those taken from other packages and match approved samples. If not factory blended, either return to manufacturer or blend tiles at Project site before installing.

3.02 INSTALLATION OF WATERPROOFING MEMBRANE

- A. Install waterproofing membrane as recommended by manufacturer.
- B. Protect membrane until tile installation.

3.03 INSTALLATION OF TILE

- A. ANSI Tile Installation Standard: Comply with parts of ANSI 108 series of tile installation standards included under "American National Standard Specifications for the Installation of Ceramic Tile" that apply to type of setting and grouting materials and methods indicated.
- B. TCNA Installation Guidelines: TCNA "Handbook for Ceramic, Glass, and Stone Tile Installation"; comply with TCNA installation methods.
 - Mortar Coverage for Ceramic/Porcelain Tile: Minimum contact area must be 95% with no voids exceeding 2 square inches and no voids within 2" of the tile corners. All corners and edges of the tiles must be fully supported. Back-parging or back-buttering is recommended on all large format tile. Use notched trowel sized to facilitate the proper coverage.
- C. Extend tile work into recesses and under or behind equipment and fixtures to form a complete covering without interruptions except as otherwise shown. Terminate work neatly at obstructions, edges, and corners without disrupting pattern or joint alignments.
- D. Accurately form intersections and returns. Perform cutting and drilling of tile without marring visible surfaces. Carefully grind cut edges of tile abutting trim, finish, or built-in items for straight aligned joints. Fit tile closely to electrical outlets, piping, fixtures, and other penetrations so that plates, collars, or covers overlap tile.
- E. Jointing Pattern: Unless otherwise shown, lay tile in grid pattern. Align joints when adjoining tiles on floor, base, walls, and trim are same size. Lay out tile work and center tile fields in both directions in each space or on each wall area. Adjust to minimize tile cutting. Provide uniform joint widths unless otherwise shown.
 - 1. For tile mounted in sheets, make joints between tile sheets same width as joints within tile sheets so that extent of each sheet in not apparent in finished work.
- F. Lay out tile wainscots to next full tile beyond dimensions indicated.
- G. Crack Isolation Membrane Installation
 - Install crack isolation membrane to comply with ANSI A108.17 and manufacturer's written instructions to produce membrane of uniform thickness that is bonded securely to substrate
 - 2. Allow crack isolation membrane to cure before installing tile or setting materials over it.
 - 3. Control Joints: Locate manufactured control joints in tile surfaces directly above joints in concrete substrates. Do not saw.
 - 4. Prepare joints and apply sealants to comply with requirements of Division 07 Section "Sealants".

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- H. Grout tile to comply with the requirements of the following installation standards:
 - 1. For ceramic tile grouts (epoxy grout), comply with ANSI A108.10.
- I. At showers, tubs, and similar wet areas, install cementitious backer units and treat joints to comply with manufacturer's instructions for type of application indicated.
- J. All inside corners of wall tile shall be caulked (sealant), not grouted.
 - 1. Install bond breaker behind all caulking.
- K. Unless otherwise noted, all tile patterns are to be centered. Obtain Architect approval of all layouts before proceeding.
- L. Provide bullnose tile at wall tile/epoxy base transition in kitchen.
- M. All outside corners and tile terminations exposed to view shall receive a bullnose tile.

3.04 INSTALLATION OF GROUT

- A. Install grout pursuant to ANSI A 108.10 and A 118.8.
- Observe the general grouting procedures outlined in ANSI A108.10, Installation of Grout in Tilework.
- C. Do not disturb, walk on or grout tiles until adhesive or dry-set has cured completely.
- D. Remove all spacers, strings, ropes or pegs before grouting.
- E. Wipe tile surfaces to remove dust or substances that may cause color contamination or discoloration during grouting.
- F. Cure epoxy grout in accordance with manufacturer's recommendations.
- G. Keep grout joints clean and free from standing water, dust and foreign substances.

3.05 CLEANING AND PROTECTION

- A. Cleaning: Upon completion of placement and grouting, clean all surfaces so they are free of foreign matter.
 - 1. Remove grout residue from tile as soon as possible.
 - 2. Unglazed tile may be cleaned with acid solutions only when permitted by tile and grout manufacturer's printed instructions, but no sooner than fourteen (14) days after installation. Protect metal surfaces, cast iron, and vitreous plumbing fixtures from effects of acid cleaning. Flush surface with clean water before and after cleaning.
- B. Finished Tile Work: Leave finished installation clean and free of cracked, chipped, broken, unbonded, and otherwise defective tile work.
- C. Prohibit foot and wheel traffic from tiles floors for at least seven (7) days after grouting is completed.
- D. Protect installed tile work with kraft paper or other heavy covering during construction period to prevent staining, damage, and wear.
- E. Protect all walls from impact or vibration from impact to adjacent or opposite walls for 14 days minimum.

- F. Protect all tile installation from freezing or total water immersion for 21 days minimum.
- G. Before final inspection, remove protective coverings and rinse neutral cleaner from tile surfaces.
- H. Contractor to supply to Owner information regarding regular maintenance of wall and floor tile. See Section 017700 -Closeout Procedures.

END OF SECTION

PART 1 GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and General Provisions of the Agreement, including General and Supplementary Conditions, and Division 01 of the Project Manual, apply to work of this Section.

1.02 SUMMARY

- A. This Section includes the following:
 - 1. Acoustical Ceiling Panels.
 - 2. Wire hangers, fasteners, main runners, cross tees, and wall angle moldings.
 - Accessories.
- B. Related Sections: Other Sections and Divisions containing requirements that relate to the work of this Section include, but are not limited to, the following:
 - Section 092116 Gypsum Board Assemblies
 - 2. Division 21 Fire Suppression Sections for sprinkler heads in Acoustical Ceiling Panels.
 - 3. Division 23 Heating, Ventilating and Air Conditioning Sections for diffusers and grilles in Acoustical Ceiling Grids and Panels.
 - 4. Division 26 Electrical Sections for lighting fixtures in Acoustical Ceiling Grids and Panels.
 - 5. Division 27 Communications Sections for Security devices in Acoustical Ceiling Panels.
 - 6. Division 28 Electronic Safety and Security Sections for Technology Devices and Fire Alarm Devices in Acoustical Ceiling Panels.

1.03 STANDARDS

- A. All work of this section shall conform to industry standards and manufacturer's recommendations. Where differences occur, the stricter requirement shall apply.
- B. ASTM A1008 "Standard Specifications for Steel, Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy and High-Strength Low-Alloy with Improved Formability".
- C. ASTM A641 "Standard Specification for Zinc-Coated (Galvanized) Carbon Steel Wire".
- D. ASTM C635 "Standard Specification for the Manufacture, Performance, and Testing of Metal Suspension Systems for Acoustical Tile and Lay-In Panel Ceilings".
- E. ASTM C636 "Standard Practice for Installation of Metal Ceiling Suspension Systems for Acoustical Tile and Lay-In Panels".
- F. ASTM E84 "Standard Test Method for Surface Burning Characteristics of Building Materials".
- G. ASTM E1264 "Standard Classification for Acoustical Ceiling Products".
- H. ASTM E1414 "Standard Test Method for Airborne Sound Attenuation Between Rooms Sharing a Common Ceiling Plenum".
- I. ASTM E1477 "Standard Test Method for Luminous Reflectance Factor of Acoustical Materials by Use of Integrating-Sphere Reflectometers".
- J. ASTM D3273 "Standard Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber".
- K. FS SS-S-118B "Sound Controlling (Acoustical) Tiles and Panels".

L. Ceilings & Interior Systems Contractors Association (CISCA) "Code of Practices for Acoustical Ceiling System Installations".

1.04 SUBMITTALS

- A. Submit pursuant to Section 013300 Submittal Procedures.
- B. Submit pursuant to Section 016000 Product Requirements.
- C. Product Data: Material cut sheets for each type of acoustical ceiling panel and suspension system required.
- D. Installation Instructions: Provide manufacturer's installation instructions for each type of acoustical ceiling panel/suspension system required.
- E. Maintenance and Care Instructions: Provide manufacturer's maintenance and care instructions for each type of acoustical ceiling panel/suspension system required.
- F. Samples: Minimum 6"x6" samples of each style of panel, 8" long pieces of exposed wall moldings, and suspension system.
- G. Warranties: Submit sample warranties applicable to each different type ceiling panel and associated suspension system.

1.05 QUALITY ASSURANCE

- A. Experienced workers familiar with the work and according to manufacturers recommendations and/or industry standards shall perform all work of this section.
- B. Provide acoustical panel units and grid components by single manufacturer.
- C. Coordinate work of this Section with other Work supported by or penetrating through suspended ceiling systems, including partition systems, both fixed and tracked (if any), light fixtures, HVAC equipment, fire protection systems, speakers (if any), and movie screens (if any).
- D. Each carton of panel material to have Underwriter's Laboratory classification of acoustic performance. If label is absent, Contractor shall be required to send material from every production run appearing on the site to an independent approved laboratory for testing. Panels not meeting requirements shall be replaced at Contractor's expense.
- E. Maintain installation tolerances specified in ASTM C635 and C636.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver acoustical ceiling units to project site in original, unopened packages and store them in a fully enclosed space where they will be protected against damage from moisture, direct sunlight, surface contamination, and other causes.
- B. Before installing acoustical ceiling units, permit them to reach room temperature and a stabilized moisture content.
- C. Handle acoustical ceiling units carefully to avoid chipping edges or damaging units in any way.

1.07 JOB SITE CONDITIONS

A. Do not store or begin installation of acoustical ceiling materials until:

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- 1. All wet work such as concrete, plastering, and terrazzo is completed and thoroughly dried.
- 2. Building has been enclosed to the weather and suitable mechanical ventilation is supplied to maintain conditional ranges of 60° F to 85° F at not more than 70% relative humidity. Maintain these conditions for a minimum of 48 hours prior to installation as well as during and after installation.
- 3. Dust generating activities have terminated.
- 4. Overhead work such as mechanical, electrical, fire protection, etc. is completed, tested, and approved.
- B. Meet CISCA requirements for seismic design category as indicated on Structural Drawings.

1.08 EXTRA MATERIALS

- A. Furnish full size units equal to:
 - 1. Acoustical Ceiling Panels: 3% of the amount for each type, size, and color installed.
 - 2. Exposed Suspension System Components: 2% of the amount for each type, color, and finish installed.

1.09 WARRANTY

- A. Provide in closeout documents manufacturer's written warranties specific to the various tile and suspension system utilized. Warranties should include if applicable to tile type:
 - 1. Thirty (30) year Limited System Warranty against visible sag, mold and mildew.
 - 2. Ten (10) year replacement panel if applicable to specified panel.
 - 3. Thirty (30) year Performance Guarantee & Warranty.
 - 4. Ten (10) year HumiGuard® Ceiling Panel Limited Warranty.

PART 2 PRODUCTS

2.01 ACOUSTICAL CEILING PANELS

- A. Acceptable Manufacturers:
 - 1. Armstrong (Basis of Design)
 - 2. Celotex
 - USG
 - 4. Architect approved equivalent.

B. 2' X 2' TILES

- 1. Type 22B: Description based on Cortega® by Armstrong.
 - a. Material: Mineral fiber lay-in panels/cast or molded.
 - b. Surface Texture: Medium -moderately planed to leave random fissures, non-directional.
 - c. Grid: 15/16"
 - d. Exposed surface color: Manufacturer's standard white finish.
 - e. Panel Size: 24" x 24" x 5/8" thick
 - f. Edge Profile: angled tegular
 - g. Noise Reduction Coefficient (NRC): 0.55
 - h. Ceiling Attenuation Class (CAC): 33
 - i. Flame Spread: 25 or less
 - j. Light Reflectance: 0.80
 - k. Physical data: Manufacturer's listed physical data.
 - I. Backing: Un-backed.

C. 2' X 4' TILES

1. Type 24C: Description based on Ceramaguard® Unperforated by Armstrong

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- a. Mineral fiber lay-in panels/cast or molded.
- b. Surface Texture: Unperforated.
- c. Exposed surface color: Manufacturer's standard white finish.
- d. Panel Size: 24" x 48" x 5/8" thick
- e. Edge Profile: square
- f. Noise Reduction Coefficient (NRC): N/A
- g. Ceiling Attenuation Class (CAC): 40
- h. Flame Spread: Fire Guard.
- i. Light Reflectance: 0.88
- j. Humidity resistant HumiGuard Plus with 10-year warranty.
- k. Anti-mold and anti-mildew

2.02 SUSPENSION SYSTEM

- A. Suspension system/steel, direct hung exposed tee:
 - 1. Acceptable manufacturers:
 - a. Armstrong. (Basis of Design)
 - b. Chicago Metallic.
 - c. Donn/U.S. Gypsum
 - d. Architect approved equivalent
- B. Description based on Prelude XL by Armstrong:
 - 1. Double web steel/non-fire rated.
 - Structural Classification per ASTM C635: Intermediate duty with interlocking of main runners and cross tees.
 - 3. Components and sizes:
 - a. 1-1/2" high main tee runners, standard.
 - b. 15/16" wide exposed finished face.
 - Manufacturer's standard angle wall molding. Exposed flange to match size of exposed runners.
 - d. All exposed surfaces to match in color and texture.
 - 4. Exposed tee surface color, finish:
 - a. Color to match ceiling panels unless noted otherwise.
- C. Anchoring Devices: Provide hot-dip galvanized steel, ASTM A153, Coating Class C and D, screws, bolts, rods, hooks and eyes, and other devices designed for attachment to various types of structural framing systems, including system indicated, for support of ceiling suspension system.
 - 1. Provide tested and certified carrying and pull-out capacities, for each device, for not less than five (5) times the design load in ASTM C635, Table 1, Direct Hung installations.
 - Hanger wire and ties:
 - a. Galvanized steel wire pursuant to ASTM A641, soft temper, Class 1 coating.
 - b. Size hanger wire to carry three (3) times hanger design load pursuant to ASTM C635, Table 1, Direct Hung, but not less than 12 gauge.
 - c. Tie Wire: not less than 16 gauge.

2.03 SUPPLEMENTAL MATERIALS

- A. Hold Down Clips for Non-Fire-Resistance-Rated-Ceilings: For interior ceilings composed of acoustical panels weighing less than 1 lb. Per sq. ft., provide hold-down clips spaced 24-inches o.c. on all cross tees.
- B. Impact Clips: Provide manufacturer's standard impact clips.

- C. Angle Hangers: Angles with legs less than 7/8-inch (22 mm) wide, formed with 0.0396-inch (1 mm) thick galvanized-steel sheet complying with ASTM A446, G 90 ASTM A446M, Z 275 Coating Designation, with bolted connections and 5/16-inch (8 mm) diameter bolts.
- D. Edge Moldings and Trim: Where indicated, provide manufacturer's edge moldings and trim of profile to match ceiling grid system specified.
 - Baked-Enamel Finish: AA-C12C42R1x Apply baked enamel according to paint manufacturer's specifications for cleaning, conversion coating, and applying organic coating.
 - a. Organic Coating: Manufacturer's standard thermosetting coating system with a minimum dry film thickness of 0.8 to 1.2 mil.
 - b. Color: White.

PART 3 EXECUTION

3.01 INSPECTION

- A. Examine areas to receive materials for conditions which will adversely affect installation. Provide written report of discrepancies with copies to Contractor and Architect.
- B. Do not start work until unsatisfactory conditions are corrected or architect issues notice to proceed. Application or installation of materials constitutes acceptance of supporting construction.
- C. Work to be concealed: Verify work above ceiling suspension system is complete and installed in manner that will not affect layout and installation of suspension system components.

3.02 PREPARATION

- A. Field Dimensions: Verify ceiling layouts by actual field dimensions prior to installation.
- B. Acoustical panels must reach room temperature and stabilized moisture content prior to installation.

3.03 INSTALLATION - DIRECT HUNG CEILING SUSPENSION SYSTEM

- A. Install pursuant to ASTM C636, CISCA current published recommendations, CISCA 0-2 and applicable code requirements in force at time of installation.
- B. Install pursuant to manufacturer's published instructions where more stringent than standards specified, or where procedure is not covered by standards.
- C. Suspend main beams from overhead construction with hanger wires spaced a maximum of 4'-0" o.c. along the length of the main runner. Install hanger wires plumb and straight.
- D. Do not load system so as to produce rotation of runners.
- E. Allowable deflection of main runners and cross runners is limited to 1/360 of the span between supports pursuant to ASTM C635.
- F. When weight of components supported on main runners and cross runners causes total dead load to exceed deflection capability, provide additional hangers located within 6 in. of each corner of the component, unless otherwise recommended by manufacturer, or support components independently of the suspension system.

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- G. No. 12 gage hangers shall be attached to the grid members within 3 inches of each corner of each lighting fixture. Tandem fixtures may use common wires. Lighting fixtures must be positively attached to the suspended ceiling system - see Division 26 - Electrical for further information.
- H. Support system independent of walls, columns, ducts, pipes, and conduit. When splicing carrying T's, maintain face plane with adjacent members.
- I. Use properly placed and suspended load carrying bracing channels to maintain hanger vertical when interrupted by mechanical ducts and other horizontally run equipment.
- J. Attachment to metal roof deck is prohibited.
- K. Provide and coordinate installation of hanger clips during erection of structural framing.
 - 1. Space hangers not more than 48-inches (1200 mm) o.c. along each member supported directly from hangers, unless otherwise shown; and provide hangers not more than 8-inches (22 mm) from ends of each member.
- L. Center suspended ceiling grid on room axis so as to provide equal border units, so arranged that units less than one-half width do not occur unless otherwise shown on Drawings.
- M. Install wall molding at intersection of ceiling and vertical surfaces after primer and first coat of finish paint has been applied, using longest practical lengths. Continuously back bed vertical leg of molding with acoustical sealant. Firmly secure moldings to walls with corners neatly mitered or provide corner caps.
 - 1. Apply acoustical sealant in a continuous ribbon concealed on back of vertical legs of moldings before they are installed.
 - 2. Screw attach moldings to substrate at intervals not over 16-inches o.c. and not more than 3-inches from ends, leveling with ceiling suspension system to a tolerance of 1/8-inch in 12-feet. Miter corners accurately and connect securely.
 - 3. Do not use exposed fasteners, including pop rivets, on moldings and trim.
- Where circular or radius penetrations occur, provide preformed closers to match edge moldings.

3.04 INSTALLATION, LAY-IN CEILING PANELS

- A. Install acoustical ceiling materials in compliance with manufacturer's specifications and recommendations, including the following:
 - 1. Fit acoustic units in place, free from damaged edges, soiled surfaces, or other defects detrimental to appearance and function.
 - 2. Any cut tegular tile must be cut to a matching tegular profile at cut line.
 - 3. Install acoustic units level, in uniform plane, free from twist, warp, and dents.
 - 4. Lay directional patterned units one way with pattern parallel to longest room axis, unless otherwise shown on the drawings.
 - 5. Fit border panels neatly against abutting surfaces.
 - 6. Reveal edge panels:
 - a. Cut and reveal or rabbet edges of ceiling panels at border areas and vertical surfaces.
 - b. Paint cut edges if exposed to view.
 - 7. Install hold-down clips:
 - a. For minimum 4 ft. radius from all doors on both sides of door opening.
 - b. For all panels weighing less than 1 lb./sq. ft.
 - 8. Install impact clips for ceiling areas shown and as specified by manufacturer.

3.05 CLEANING AND PROTECTION

- A. Upon completion of the Work, remove all unused materials, debris, containers, and equipment from the project site. Clean and repair floors, walls, and other surfaces that have been stained, marred, or otherwise damaged by work under this Section.
- B. Clean exposed surfaces of acoustical ceilings, including trim, edge moldings, and suspension member. Comply with manufacturer's instructions for cleaning and touch-up of minor finish damage. Remove and replace work that cannot be successfully cleaned and repaired to permanently eliminate evidence of damage.
- C. Protect acoustical ceilings during the construction period so that they will be without any deterioration or damage at the time of acceptance by Owner.

END OF SECTION

PART I GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Agreement, including General and Supplementary Conditions, and Division 01 of the Project Manual, apply to work of this Section.

1.02 SUMMARY

- A. This Section includes the following:
 - 1. Rubber Wall Base.
 - 2. Related Accessories.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Section 096519.23 Luxury Solid Vinyl Tile
 - 2. Section 096813 Carpet Tile
 - 3. Section 096816 Carpet

1.03 STANDARDS

- All work of this section shall conform to industry standards and/or manufacturer's recommendations.
- B. ASTM F1861 "Standard Specification for Resilient Wall Base".

1.04 SUBMITTALS

- A. Pursuant to Section 013300 Submittal Procedures.
- B. Pursuant to Section 016000 Product Requirements
- C. Product Data: Manufacturer's technical data for resilient base and accessory.
- D. Samples for Initial Selection Purpose: Manufacturer's standard and custom color samples in form of actual sections of rubber base including accessories, showing full range of colors and patterns available for each type of resilient and rubber flooring or base required. The Architect shall select the colors, patterns, and textures from the manufacturer's complete range of standard and custom colors.
- E. Maintenance Instructions: Submit two (2) Copies of manufacturer's recommended maintenance practices for each type of resilient base and accessory required.

1.05 QUALITY ASSURANCE

- A. Experienced workers familiar with the work and according to manufacturers' recommendations and/or industry standards shall perform all work of this section.
- B. Provide each type of resilient base and accessories as produced by a single manufacturer, including recommended primers, adhesive, and sealants.

1.06 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Pursuant to manufacturer's published instructions.
- B. Protect against moisture exposure and damage.

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C. Store and install only where space temperatures are within resilient materials manufacturer's specified range. Thereafter, maintain resilient materials manufacturer's specified environmental conditions.

1.07 PROJECT CONDITIONS

- A. Maintain minimum temperature of 65-degrees F (18 deg C) in spaces to receive resilient base for at least 48 hours prior to installation, during installation, and for not less than 48 hours after installation. Store resilient base materials in spaces where they will be installed for at least 48 hours before beginning installation. Maintain minimum temperature of 55 degrees F (13 deg C) in areas where work is completed.
- B. Install resilient base and accessories after other finishing operations, including painting, have been completed.

1.08 WARRANTY

A. Provide manufacturer's standard limited commercial warranty covering manufacturing defects.

1.09 EXTRA MATERIALS

A. Furnish an extra 3% of each base type, shape, size, gloss, and color in clean, clearly marked containers for Owner's use.

PART 2 PRODUCTS

2.01 RESILIENT BASE

- A. Acceptable Manufacturers
 - 1. Armstrong World Industries, Inc.
 - 2. Roppe Corporation, USA
 - 3. Johnsonite.
 - 4. Architect Approved Equivalent
- B. Material: Rubber.
- C. Height: 4 inch
- D. Toe shape: Cove, with toe, except straight base in bunkrooms.
- E. Thickness: 1/8 in.
- F. Outside Corners: Preformed.
- G. Inside Corners: Job formed or preformed.
- H. Color: Selection by Architect from manufacturer's standard array.

2.02 ACCESSORY MATERIALS

A. Adhesive: Resilient base manufacturers recommended product that meets VOC requirements of the project.

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PART 3 EXECUTION

3.01 INSPECTION

- A. The Installer shall inspect subfloor & wall surfaces to determine that they are satisfactory. A satisfactory subfloor surface is defined as one that is smooth and free from cracks, holes, and ridges. Coatings preventing adhesive bond, and other defects that impair performance or appearance shall be corrected.
- B. Fill cracks, holes, depressions and irregularities in the substrate/background to prevent transferring through to the surface of the resilient wall base.
- C. Vacuum surfaces to be covered and inspect floor/wall intersection.

3.02 RESILIENT BASE INSTALLATION

- A. Comply with manufacturer's written instructions for installing resilient base.
- B. Apply wall base to walls, columns, pilasters, casework and other permanent fixtures in rooms or areas where base is required. Install base in lengths as long as practicable, with preformed outside corner units. Inside corners fabricated from base materials with mitered or coped inside corners or use preformed inside corners.
- C. Tightly bond base to substrate throughout length of each piece, with continuous contact at horizontal and vertical surfaces.
 - 1. On masonry surfaces, or other similar irregular substrates, fill voids along top edge of resilient wall base with manufacturer's recommended adhesive filler material.
- D. Pre-formed Corners: Install preformed corners before installing straight pieces.
- E. Before starting installation, layout base material to provide the minimum number of joints with no strip less than 24 inches in length.
- F. Roll resilient base with a hand roller for complete adhesion.

3.03 CLEANING AND PROTECTION

- A. Clean all exposed surfaces of base and adjoining areas of adhesive spatter before it sets.
- B. Keep traffic away from resilient basel for at least 72 hours after installation.
- C. Clean resilient base in accordance with manufacturer's written instructions and as follows:
 - 1. After two weeks, scrub resilient base with a minimum amount of water and a mild detergent. Leave surfaces clean and free of detergent residue.
- D. Protect newly installed base from damage by other trades. Be sure all construction debris is picked up and vacuumed or removed prior to leaving area.
- E. When protective materials are removed and immediately prior to acceptance, replace damaged materials and re-clean resilient materials. Damaged materials are defined as having cuts, gouges, scrapes or tears and not fully adhered.

END OF SECTION

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PART I GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Agreement, including General and Supplementary Conditions, and Division 01 of the Project Manual, apply to work of this Section.

1.02 SUMMARY

- A. This Section includes the following:
 - 1. Luxury Solid Vinyl Tile (LVT)
 - 2. Edge Strips.
 - 3. Related Accessories.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Section 096513 Resilient Base and Accessories

1.03 STANDARDS

- All work of this section shall conform to industry standards and/or manufacturer's recommendations.
- B. RFCI Handbook.
- C. ASTM F710 "Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring".
- D. ASTM F1700 "Standard Specification for Solid Vinyl Floor Tile".

1.04 SUBMITTALS

- A. Pursuant to Section 013300 Submittal Procedures.
- B. Pursuant to Section 016000 Product Requirements
- C. Product Data: Manufacturer's technical data for each type of resilient flooring and accessory.
- D. Samples for Initial Selection Purpose: Manufacturer's standard and custom color charts in form of actual sections of resilient flooring, including accessories, showing full range of colors and patterns available for each type of resilient and rubber flooring required. The Architect shall select the colors, patterns, and textures from the manufacturer's complete range of standard and custom colors.
- E. Verification Samples: Provide three (3) samples, 8" long by width to be furnished of each different color and/or size selected for incorporation into the project.
- F. Maintenance Instructions: Submit two (2) Copies of manufacturer's recommended maintenance practices for Luxury Vinyl Tile flooring and accessories.

1.05 QUALITY ASSURANCE

- A. Experienced workers familiar with the work and according to manufacturers' recommendations and/or industry standards shall perform all work of this section.
- B. Provide each type of Luxury Vinyl Tile flooring and accessories as produced by a single manufacturer, including recommended primers, adhesive, sealants, and leveling compounds. All accessory products shall meet the requirements for the manufacturer's warranty to be valid.

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1.06 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Pursuant to manufacturers published instructions.
- B. Protect against moisture exposure and damage.
- C. Store and install only where space temperatures are within resilient materials manufacturer's specified range. Thereafter, maintain resilient materials manufacturer's specified environmental conditions.

1.07 PROJECT CONDITIONS

- A. Maintain minimum temperature of 65-degrees F in spaces to receive luxury vinyl tile for at least 48 hours prior to installation, during installation, and for not less than 48 hours after installation. Thereafter, maintain a minimum temperature of 55-degrees F in areas where work is completed. Store luxury vinyl tile flooring materials in spaces where they will be installed for at least 48 hours before beginning installation.
- B. Install luxury vinyl tile flooring and accessories after other finishing operations, including painting, have been completed. Do not install luxury vinyl tile flooring over concrete slabs until the installation of the moisture vapor emission control membrane is complete.

1.08 MANDATORY TESTING

- A. Hardened concrete to receive resilient flooring shall be tested using anhydrous calcium chloride test for measurement of vapor emissions.
 - 1. Three (3) tests shall be required for initial 2,000 sq. ft. and one (1) additional test for each 1,000 sq. ft. of floor over 2,000 sq. ft.
 - 2. All tests must be done simultaneously.
 - 3. Resilient flooring shall not be installed unless tests meet or exceed manufacturer's recommendations for their adhesive and flooring.
 - 4. Test must be performed by an independent testing agency.
 - 5. Testing agency shall supply three (3) copies of test results to the Architect.

1.09 EXTRA MATERIALS

- A. Furnish extra materials from same production run as products installed.
- B. Contractor shall furnish a summary of the quantity of each color and size tile installed.
- C. Furnish an extra 3% of each tile type, size, and color in clean marked containers for Owner's use.

1.10 WARRANTY

- A. Provide manufacturer's standard commercial limited warranty.
 - 1. Limited Warranty Period: 20 years.
 - 2. Install product using the appropriate manufacturer's "Flooring Guaranteed Installation System".
- B. The Limited Warranty shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and will be in addition to and run concurrent with other warranties made by the Contractor under the requirements of the Contract Documents.

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PART 2 PRODUCTS

2.01 LUXURY SOLID VINYL TILE

A. Manufacturer

- Shaw Contract, Unite II Collection, 'Inlet II', color: 'Spindle' Heavy Commercial Luxury Vinyl Tile w/fiberglass
- 2. Architect approved equivalent with a minimum 20 mil wear layer.

B. Products.

- 1. Description: A layered construction consisting of a tough, clear, vinyl wear layer protecting a high-fidelity print layer on a solid vinyl backing. Protected by a UV-cured polyurethane finish, the wear surface is embossed with different textures to enhance each of the printed visuals. Colors are insoluble in water and resistant to cleaning agents and light.
- 2. Luxury Vinyl Tile shall conform to the requirements of ASTM F 1700, "Standard Specification for Solid Vinyl Tile", Class III, Type B Embossed Surface.
- C. Color: As selected by the Architect from all available colors and patters in the collection. Multiple colors may be used. Basis of Design is Shaw 'Inlet ii' Color: Spindle 9"x48"
- D. Size: 4 inch x 36 inch, 4 inch x 48 inch, 6 inch x 36 inch , 8 inch x 36 inch , or 8 inch x 48 inch as selected by the Architect. Multiple widths/lengths may be used.

2.02 VAPOR REDUCTION MEMBRANE

A. Provide a a two part moisture mitigation system; basis of design is Armstrong S-462 Seal Strong™ two-part moisture mitigation system.

2.03 ACCESSORY MATERIALS

- A. Adhesive: Luxury Vinyl Tile manufacturer's recommendation for each product, substrate, and location; must meet manufacturer's warranty requirements.
- B. Leveling and Underlayment Compound:
 - 1. Where required- verify with Architect prior to placement.
 - 2. Latex cementitious type as required by moisture vapor emission control manufacturer. Minimum 28-day compressive strength: 4000-lb./sq. ft.

PART 3 EXECUTION

3.01 INSPECTION

- A. The Installer shall inspect subfloor surfaces to determine that they are satisfactory. A satisfactory subfloor surface is defined as one that is smooth and free from cracks, holes, and ridges. Coatings preventing adhesive bond, and other defects impair performance or appearance.
- B. Perform bond and moisture tests on concrete subfloors to determine if surfaces are sufficiently cured and dry as well to ascertain presence of curing compounds. Slab tolerance to be 1/16-inch per 1'-0" max. Coordinate with concrete slab contractor. (Manufacturer recommendation will supersede this requirement).
- C. Do not allow luxury vinyl tile flooring work to proceed until subfloor surfaces are satisfactory.

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3.02 PREPARATION

- A. Test substrate to ensure proper dryness.
- B. Prepare subfloor surfaces as follows:
 - 1. Use leveling, and patching compounds as recommended by moisture vapor emission control manufacturer for filling small cracks, holes, and depressions in subfloors. Maximum surface variation: 1/8-inch in 10-feet in any direction.
 - 2. Remove coatings from subfloor surfaces that would prevent adhesive bond, including curing compounds incompatible with resilient flooring adhesives, paint, oils, waxes and sealers.
- C. Vacuum surfaces to be covered and inspect floor.
- D. Apply moisture vapor reduction membrane, prior to application of adhesive. Apply in compliance with manufacturer's directions.

3.03 INSTALLATION

- A. Comply with manufacturer's product data, including technical bulletins, product catalog, written installation instructions, and product carton instructions for installation and maintenance procedures..
- B. Lay tile and related materials so that fields or patterns center on areas, so that tile at opposite edges of room are of equal width.
 - 1. Adjust pattern that edge pieces are not less than 1/2 tile size.
 - 2. Lay tile square to room axis, unless otherwise shown.
 - 3. Verify moisture membrane has been laid perpendicular to the luxury vinyl tile direction.
 - 4. Stagger adjacent tiles per manufacturer's recommendation or as directed by the Architect.
- C. Match tiles for color and pattern by using tile from cartons in same sequence as manufactured and packaged, if so numbered.
- D. Lay materials true to line, level, and with tight joints. Scribe, cut, and tightly fit materials to and around permanent fixtures, equipment, pipes, and bases. Extend luxury vinyl tile into toe spaces, door reveals, and into closets and similar openings.
 - 1. Lay tile with grain running in same directions.
- E. Tightly cement luxury vinyl tile to subbase (using full spread of adhesive applied in compliance with flooring manufacturer's directions) without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, or other surface imperfections. Hand roll luxury vinyl tile flooring at perimeter of each covered area to assure adhesion.
- F. Roll with a 100-pound roller in the field areas. Hand roll luxury vinyl tile flooring at perimeter of each covered area to assure adhesion. Refer to specific rolling instructions of the flooring manufacturer.
- G. Maintain reference markers, holes, or openings that are in place or plainly marked for future cutting by repeating on finish flooring as marked on subfloor. Use chalk or other non-permanent marking device.
- H. After installation, remove excessive adhesive pursuant to luxury vinyl tile manufacturer's published instructions.

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3.04 INSTALLATION OF ACCESSORIES

- A. Place resilient edge strips tightly butted to flooring and secure with adhesive. Install edging strips at edges of flooring which would otherwise be exposed and extends beyond.
- B. Do not install LVT after wall tile installation.
- C. Rubber Molding Accessories: Butt to adjacent materials and tightly adhere to substrates throughout length of each piece. Install reducer strips at edges of floor coverings that would otherwise be exposed.

3.05 CLEANING AND PROTECTION

- A. Sweep and vacuum tile surfaces thoroughly.
- B. Scrub the floor with a neutral detergent solution to remove black marks and excessive soil. Thoroughly rinse and allow to air dry. DO NOT wash floor until time period recommended by luxury vinyl tile and moisture vapor emission control manufacturers has elapsed to allow luxury vinyl tile flooring to become well sealed in adhesive.
- C. Remove any excess adhesive or other surface blemishes, using appropriate cleaner recommended by luxury vinyl tile manufacturer.
- D. Protect flooring against damage during construction period to comply with luxury vinyl tile flooring manufacturer's directions.
- E. Protect flooring against damage from rolling loads for initial period following installation by covering with plywood or hardboard. Use dollies to move stationary equipment or furnishing across floors.
- F. Cover flooring with un-dyed, untreated building paper until inspection for Substantial Completion.

END OF SECTION

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PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. Section includes: .
 - 1. Modular, Fusion-bonded Carpet Tile.

1.03 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
 - 1. Review methods and procedures related to carpet tile installation including, but not limited to, the following:
 - a. Review delivery, storage, and handling procedures.
 - b. Review ambient conditions and ventilation procedures.
 - c. Review subfloor preparation procedures.

1.04 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - Include manufacturer's written data on physical characteristics, durability, and fade resistance.
 - 2. Include installation recommendations for each type of substrate.
- B. Shop Drawings: Show the following:
 - 1. Columns, doorways, enclosing walls or partitions, built-in cabinets, and locations where cutouts are required in carpet tiles.
 - 2. Carpet tile type, color, and dye lot.
 - 3. Type of subfloor.
 - 4. Type of installation.
 - 5. Pattern of installation.
 - 6. Pattern type, location, and direction.
 - 7. Pile direction.
 - 8. Type, color, and location of insets and borders.
 - 9. Type, color, and location of edge, transition, and other accessory strips.
 - 10. Transition details to other flooring materials.
- C. Samples: For each of the following products and for each color and texture required. Label each Sample with manufacturer's name, material description, color, pattern, and designation indicated on Drawings and in schedules.
 - 1. Carpet Tile: Full-size Sample.
 - 2. Exposed Edge, Transition, and Other Accessory Stripping: 12-inch (300-mm) long Samples.

1.05 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Product Test Reports: For carpet tile, for tests performed by a qualified testing agency.

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1.06 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For carpet tiles to include in maintenance manuals. Include the following:
 - 1. Methods for maintaining carpet tile, including cleaning and stain-removal products and procedures and manufacturer's recommended maintenance schedule.
 - 2. Precautions for cleaning materials and methods that could be detrimental to carpet tile.

1.07 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Carpet Tile: Full-size units equal to 10 percent of amount installed for each type indicated, but not less than 10 sq. yd. (8.3 sq. m).

1.08 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who is certified by the International Certified Floorcovering Installers Association at the Commercial II certification level.
- B. Fire-Test-Response Ratings: Where indicated, provide carpet tile identical to those of assemblies tested for fire response according to NFPA 253 by a qualified testing agency.
- C. Source Quality: Obtain flooring product materials from a single manufacturer.

1.09 DELIVERY, STORAGE, AND HANDLING

- A. Comply with CRI 104.
- B. Ordering: Comply with the manufacturer's ordering instructions and lead time requirements to avoid construction delays.
- Delivery: Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.
- D. Storage and Protection: Store materials protected from exposure to harmful weather conditions and at temperature and humidity conditions recommended by manufacturer.
- E. Comply with the manufacturer's recommendation for the acclimation of all materials in the space where they will be installed for at least 48 hours prior to the installation unless longer conditioning periods are required by the manufacturer.

1.10 FIELD CONDITIONS

- A. Environmental Limitations: Do not deliver or install carpet tiles until spaces are enclosed and weathertight, wet work in spaces is complete and dry, and ambient temperature and humidity conditions are maintained at occupancy levels during the remainder of the construction period.
- B. Do not install carpet tiles over concrete slabs until slabs have cured and are sufficiently dry to bond with adhesive and concrete slabs have pH range recommended by carpet tile
 - 1. Testing Results: Conduct and document pre-installation testing as specified by manufacturer in accordance with the latest version of the specified test methods.
 - Substrate Porosity Testing: ASTM F 3131 Standard Practice for Field
 Determination of Substrate Water Absorption (Porosity) for Substrates to Receive
 Resilient Flooring.

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- b. pH testing: ASTM F710 Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring.
- c. In-situ Relative Humidity Testing: ASTM F2170 Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using in situ Probes.
- d. Calcium Chloride Testing: ASTM F1869 Standard Test Method for Measuring Moisture Vapor Emissions Rate of Concrete Subfloor Using Anhydrous Calcium Chloride.
- e. Surface Moisture Testing: ASTM F 2659 Standard Guide for Preliminary Evaluation of Comparative Moisture Condition of Concrete, Gypsum Cement and other Floor Slabs and Screeds Using a Non- Destructive Electronic Moisture Meter.
- f. Bond Testing: Conduct testing and document results in accordance with the manufacturer's recommendations.
- C. Where demountable partitions or other items are indicated for installation on top of carpet tiles, install carpet tiles before installing these items.

1.11 WARRANTY

- A. Special Warranty for Carpet Tiles: Manufacturer agrees to repair or replace components of carpet tile installation that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, more than 10 percent edge raveling, snags, runs, dimensional stability, loss of tuft bind strength, loss of face fiber, and delamination.
 - 2. Warranty Periods: (Forbo Flotex Modular)
 - a. Twenty (20) year limited manufacturer warranty.
 - b. Two (2) year limited installer warranty.

PART 2 - PRODUCTS

2.01 CARPET TILE - FORBO "FLOTEX MODULAR" CARPET FLOORING

- A. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
 - Forbo " FLOTEX MODULAR"
- B. Color: As selected by Architect from manufacturer's full range.
- C. Pattern: As selected by the Architect from the manufacturers full Pattern offering.
- D. Fiber Content: Flocked high performance carpet tile with a 100% nylon type 6.6 wear layer with an intermediate fiberglass layer and a recycled vinyl cushioned backing.
- E. Gauge: 0.21 inch (5.3 mm).
- F. Tile Size: Approximately 9.8" x 39.37" (25cm x 100cm)
- G. Tile Weight: 1.1 pounds per square foot.
- H. Texture Appearance Retention Rating (TARR): Severe.
- I. Primary Backing/Backcoating: Recycled Vinyl cushioned backing
- J. Applied Soil-Resistance Treatment: Manufacturer's standard material.
- K. Adhesive: Forbo FRT 950 Adhesive
- L. General Performance Characteristics:

- 1. Use Classification: Class 33 Heavy Commercial Use.
- 2. Critical Radiant Flux Classification: Not less than 0.45 W/sq. cm. Class I
- 3. Tuft Bind: Not less than 10 lbf (45 N) according to ASTM D 1335.
- 4. Delamination: Not less than 4 lbf/in. (18 N/mm) according to ASTM D 3936.
- 5. Dimensional Tolerance: Within 1/32 inch (0.8 mm) of specified size dimensions, as determined by physical measurement.
- 6. Dimensional Stability: 0.2 percent or less according to ISO 2551 (Aachen Test).
- 7. Indoor Air Quality: CRI Green Label Plus.
- 8. Methenamine Pill Test (CPSC FF-1-70 or ASTM D 2859): Self Extinguishing.
- 9. Smoke Density (NFPA-258-T or ASTM E-662): less than 450.
- 10. Resistance to Insects: Comply with AATCC 24.
- 11. Colorfastness to Crocking: Not less than 4, wet and dry, according to AATCC 165.
- 12. Colorfastness to Light: Not less than 4 after 80 AFU (AATCC fading units) according to AATCC 16, Option E.
- 13. Antimicrobial Activity: Not less than 2-mm halo of inhibition for gram-positive bacteria, not less than 1-mm halo of inhibition for gram-negative bacteria, and no fungal growth, according to AATCC 174.
- 14. Electrostatic Propensity: Less than 3.0 kV according to AATCC 134.
- 15. Emissions: Provide carpet tile that complies with testing and product requirements of CRI's "Green Label Plus" program.
- 16. Sound Reduction: ASTM E492, IIC 59. ISO 354 Sound Absorption: NRC= 0.10.
- 17. Slip Resistance: ASTM D2047: [] for flat surfaces.

2.02 INSTALLATION ACCESSORIES

- A. Trowelable Leveling and Patching Compounds: Latex-modified, hydraulic-cement-based formulation provided or recommended by carpet tile manufacturer.
- B. Metal Edge/Transition Strips: Extruded aluminum with mill finish of profile and width shown, of height required to protect exposed edge of carpet, and of maximum lengths to minimize running joints. Colors and patterns as selected by the Architect from the manufacturers full color and pattern offering. See drawings for details.
- C. Resilient Edge Strips: Strips shall be homogeneous vinyl or rubber composition with a tapered or bull nose edge no less than 1" wide, colored to match flooring or as selected by Architect from standard colors available. See drawings for details.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for maximum moisture content, alkalinity range, installation tolerances, and other conditions affecting carpet tile performance. Examine carpet tile for type, color, pattern, and potential defects.
- B. Concrete Subfloors: Verify that concrete slabs comply with ASTM F 710 and the following:
 - Slab substrates are dry and free of curing compounds, sealers, hardeners, and other
 materials that may interfere with adhesive bond. Determine adhesion and dryness
 characteristics by performing bond and moisture tests recommended by carpet tile
 manufacturer.
 - 2. Subfloor finishes comply with requirements specified in Section 033000 "Cast-in-Place Concrete" for slabs receiving carpet tile.
 - Subfloors are free of cracks, ridges, depressions, scale, and foreign deposits.

- C. Wood Substrates: Wood substrates must be double construction with a minimum total thickness of 1 inch. Wood substrates must be rigid, free from movement and have at least 18" of well-ventilated air space below. Forbo products should not be installed over wooden subfloors built on sleepers over on or below grade concrete floors without first making sure that adequate precautions have been taken to ensure the structural integrity of the system, and to prevent moisture migration from the concrete slab.
 - 1. Refer to Division 6 Carpentry Section for wood substrates and wood underlayment.
 - Reference Standard: Comply with the latest version of ASTM F 1482 Standard Practice for Installation and Preparation of Panel Type Underlayments to Receive Resilient Flooring.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 PREPARATION

- A. General: Comply with CRI 104, Section 6.2, "Site Conditions; Floor Preparation," and with carpet tile manufacturer's written installation instructions for preparing substrates indicated to receive carpet tile installation.
- B. Use trowelable leveling and patching compounds, according to manufacturer's written instructions, to fill cracks, holes, depressions, and protrusions in substrates. Fill or level cracks, holes and depressions 1/8 inch (3 mm) wide or wider and protrusions more than 1/32 inch (0.8 mm) unless more stringent requirements are required by manufacturer's written instructions.
- C. Remove coatings, including curing compounds, and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, without using solvents. Use mechanical methods recommended in writing by carpet tile manufacturer.

D. Surface Preparation:

- 1. General: Prepare substrate in accordance with manufacturer's recommendations and ASTM industry standards. Work shall not proceed until all unsatisfactory conditions are corrected to acceptable conditions to the Owner and Architect.
- 2. Substrate: Substrates to receive flooring must be structurally sound, rigid, smooth, flat, clean, and permanently dry. The substrates must be free of all foreign materials including, but not limited to, dust, solvent, paint, wax, oils, grease, residual adhesive, adhesive removers, film-forming curing compounds, silicate penetrating curing compounds, sealing, hardening or parting compounds, alkaline salts, excessive carbonation or laitance, mold, mildew, and other foreign materials that might affect the rate of moisture dissipation from the concrete, the adhesion of flooring to the concrete or cause a discoloration of the flooring from below.
- Concrete Substrate: Concrete substrates shall be cured per the concrete manufacturer's recommendations. They must have a minimum compressive strength of 3,000 psi and a minimum dry density of 150 pounds per cubic foot.
 - Refer to Division 03 Concrete Sections for cast-in-place concrete, concrete toppings, and cementitious underlayments.
 - b. Reference Standard: Comply with the latest version of ASTM F710 Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring.
- 4. Wood Substrates: Wood substrates must be double construction with a minimum total thickness of 1 inch. Wood substrates must be rigid, free from movement and have at least 18" of well-ventilated air space below. Forbo products should not be installed over wooden subfloors built on sleepers over on or below grade concrete floors without first making sure that adequate precautions have been taken to ensure the structural integrity of the system, and to prevent moisture migration from the concrete slab.
 - a. Refer to Division 6 Carpentry Section for wood substrates and wood underlayment.

- b. Reference Standard: Comply with the latest version of ASTM F1482 Standard Practice for Installation and Preparation of Panel Type Underlayments to Receive Resilient Flooring.
- E. Substrate Testing: In order to ensure that the moisture condition of concrete substrates is within acceptable limits, it is essential that moisture testing be conducted and documented on ALL concrete substrates regardless of age or grade level, including those where resilient flooring has already been installed. Moisture testing should only be conducted once a stable, conditioned environment has been established in accordance with the latest version of the specified test methods. All other testing types shall be conducted on all substrate types. A diagram of the area showing the location and results of each test should be submitted to the Architect, General Contractor or End User. If at the time of testing the test results exceed the limitations set forth by the flooring manufacturer, the installation must not proceed until the problem has been corrected. The Contractor responsible for the substrate shall be responsible for the costs associated with analysis of the substrate and subsequent remediation requirements.
 - 1. Surface Moisture Testing: ASTM F2659 Standard Guide for Preliminary Evaluation of Comparative Moisture Condition of Concrete, Gypsum Cement and other Floor Slabs and Screeds Using a Non- Destructive Electronic Moisture Meter.
 - 2. In-situ Relative Humidity Testing: ASTM F2170 Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using in situ Probes.
 - a. Conduct three (3) tests for the first 1,000 square feet (100 square meters) and at least one additional test for each additional 1,000 square feet (100 square meters).
 - 3. Calcium Chloride Testing: ASTM F1869 Standard Test Method for Measuring Moisture Vapor Emissions Rate of Concrete Subfloor Using Anhydrous Calcium Chloride.
 - a. Conduct three (3) tests for the first 1,000 square feet (100 square meters) and at least one additional test for each additional 1,000 square feet (100 square meters).
 - 4. Substrate Porosity Testing: ASTM F3131 Standard Practice for Field Determination of Substrate Water Absorption (Porosity) for Substrates to Receive Resilient Flooring.
 - a. Conduct testing in accordance with the manufacturer's recommendations in various locations throughout the area where flooring is to be installed. Although the number of tests required may vary, enough tests should be performed to allow an evaluation of the entire area where material will be installed.
 - b. Water should penetrate into the substrate within 5 10 minutes to be considered acceptable. If water penetrates too rapidly or too slowly, adjustments to the substrate must be made to provide the proper surface profile. Substrates determined to be overly porous, dusty or generally insufficient may need to be primed using a primer according to the manufacturer's recommendations to regulate the porosity level of the substrate.
 - 5. pH testing: ASTM F710 Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring.
 - a. Conduct testing at each calcium chloride test location as the calcium chloride tests are removed.
 - 6. Bond Testing
 - a. Conduct testing in accordance with the manufacturer's recommendations in various locations throughout the area where flooring is to be installed. Although the number of tests required may vary, enough tests should be performed to allow an evaluation of the entire area where material will be installed.
- F. Broom and vacuum clean substrates to be covered immediately before installing carpet tile.

3.03 INSTALLATION

A. General: Comply with CRI 104, Section 14, "Carpet Modules," and with carpet tile manufacturer's written installation instructions.

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- B. Installation Method: As recommended in writing by carpet tile manufacturer. Free lay; install carpet tiles without additional adhesive pressure sensitive adhesive.
- C. Maintain dye lot integrity. Do not mix dye lots in same area.
- D. Cut and fit carpet tile to butt tightly to vertical surfaces, permanent fixtures, and built-in furniture including cabinets, pipes, outlets, edgings, thresholds, and nosings. Bind or seal cut edges as recommended by carpet tile manufacturer.
- E. Extend carpet tile into toe spaces, door reveals, closets, open-bottomed obstructions, removable flanges, alcoves, and similar openings.
- F. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on finish flooring as marked on subfloor. Use non-permanent, nonstaining marking device.
- G. Do not install resilient flooring over expansion joints. Use expansion joint covers manufactured for use with resilient flooring. Refer to other specification sections for expansion joint covers.
- H. Adhere resilient flooring to substrate without producing open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, or other surface imperfections in completed installation.
 - Use adhesive applied to the substrate in compliance with the flooring manufacturer's
 recommendations, including those for proper spreading of the adhesive, adhesive missing
 and adhesive open and working times.
- I. Immediately roll the flooring in all directions using a 100 lb. roller to ensure proper adhesive transfer. Additional rolling is required during adhesive setup to ensure that the material is flat and fully adhered. The use of a three-section wall roller or steel seam roller is required at walls, under toe kicks or anywhere the full weight of a 100 lb. roller cannot access or be applied.
- J. Install pattern(s) as indicated on the drawings, parallel to walls and borders.

3.04 CLEANING AND PROTECTION

- A. Perform the following operations immediately after installing carpet tile:
 - Remove excess adhesive, seam sealer, and other surface blemishes using cleaner recommended by carpet tile manufacturer.
 - 2. Remove yarns that protrude from carpet tile surface.
 - 3. Vacuum carpet tile using commercial machine with face-beater element.
- B. Protect installed carpet tile to comply with CRI 104, Section 16, "Protecting Indoor Installations."
- C. Protect carpet tile against damage from construction operations and placement of equipment and fixtures during the remainder of construction period. Use protection and cleaning methods indicated or recommended in writing by carpet tile manufacturer.
- D. Remove and legally dispose of protective covering at time of Substantial Completion.

END OF SECTION

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PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. Section includes surface preparation and the application of paint systems on interior substrates.
 - Concrete.
 - 2. Concrete Masonry Units.
 - 3. Steel.
 - 4. Galvanized metal.
 - 5. Gypsum board.
 - 6. Wood.
 - 7. Aluminum.
 - 8. Clay Masonry

1.03 DEFINITIONS

- A. Flat: Gloss Level 1: Not more than 5 units at 60 degrees and 10 units at 85 degrees, according to ASTM D523.
- B. Matte: Gloss Level 2: Not more than 10 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D523.
- C. Eggshell: Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D523.
- D. Satin: Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D523.
- E. Semi-Gloss: Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D523.
- F. Gloss: Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D523.
- G. High Gloss: Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D523.

1.04 REFERENCES

- A. GreenSeal GS-11 Standard for Paints, Coatings, Stains, and Sealers; 2021.
- B. SSPC-PA 1 Shop, Field, and Maintenance Coating of Metals; 2016.
- C. SSPC-SP 11 Power-Tool Cleaning to Bare Metal; 2020.
- D. SSPC-SP 13 Surface Preparation of Concrete; 2018.
- E. SSPC-SP 2 Hand Tool Cleaning; 2018.
- F. SSPC-SP 3 Power Tool Cleaning; 2018.
- G. SSPC-SP 7 Brush-Off Blast Cleaning; 2007.
- H. GreenSeal GS-11GreenSeal GS-11; Latest Version.

- US Green Building Council, (USGBC) Green Seal standards for LEED paint credits. USGBC LEED v4.1-BD+C
- J. Occupational Safety and Health Act (OSHA) Safety Standards.
- K. American National Standards Institute (ANSI) Performance Standards.
- L. Paint Decorating Contractors of America (PDCA) Application Standard.
- M. National Paint and Coatings Association (NPCA) Gloss Standard.
- N. American Society for Testing Materials (ASTM) Testing Methods.
- O. Master Paint Institute (MPI #) Established paint categories and standards.
- P. Ozone Transmission Commission (OTC) Established levels of Volatile Organic Compounds. OTC II.
- Q. SCAQMD 1168 South Coast Air Quality Management District Rule #1168 with latest amendments.
- R. SSPC V1 (PM1) Steel Structures Painting Manual, Vol. 1, Good Painting Practice; Society for Protective Coatings.
- S. SSPC V2 (PM2) Steel Structures Painting Manual, Vol. 2, Systems and Specifications; Society for Protective Coatings.
- T. 40 CFR 59, Subpart D National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency; current edition.

1.05 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
 - Manufacturer's name, product name and/or catalog number, and general product category.
 - 2. Cross-reference to specified paint system(s) that the product is to be used in; include description of each system.
- B. Submit for each type of topcoat product.
 - 1. Product List: For each product indicated, include the following:
 - 2. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
 - 3. VOC content.
- C. Samples: Submit three paper samples, 5 inches by 7 inches (127mm x 178mm) in size, illustrating selected colors for each color and system selected with specified coats cascaded.
- D. Manufacturer's Instructions: Indicate special surface preparation procedures.
- E. Maintenance Data: Submit data on cleaning, touch-up, and repair of painted and coated surfaces.

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1.06 CLOSEOUT SUBMITTALS

A. Coating Maintenance Manual: Upon conclusion of the project, the Contractor or paint manufacturer/supplier shall furnish a coating maintenance manual, such as "Custodian Project Color and Product Information" report or equal. Manual shall include an Area Summary with finish schedule, Area Detail designating where each product/color/finish was used, product data pages, Material Safety Data Sheets, care and cleaning instructions, touch-up procedures, and color samples of each color and finish used.

1.07 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Paint: 5 percent, but not less than 1 gal. of each material and color applied.

1.08 QUALITY ASSURANCE

- A. Manufacturer Qualifications: All primary products specified in this section will be supplied by a single manufacturer with a minimum of ten years experience.
- B. Installer Qualifications: All products listed in this section are to be applied by a Painting Contractor with a minimum of five (5) years demonstrated experience in surface preparation and field application of the same type and scope as specified.
- C. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
 - 1. Architect will select one surface to represent surfaces and conditions for application of each paint system specified in Part 3.
 - a. Vertical and Horizontal Surfaces: Provide samples of at least 100 sq. ft..
 - b. Other Items: Architect will designate items or areas required.
 - 2. Final approval of color selections will be based on mockups.
 - If preliminary color selections are not approved, apply additional mockups of additional colors selected by Architect at no added cost to Owner.
 - b. Do not proceed with remaining work until workmanship, color, and sheen are approved by Architect.
 - 3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
 - 4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.09 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.
 - 1. Maintain containers in clean condition, free of foreign materials and residue.
 - 2. Remove rags and waste from storage areas daily.
- B. Delivery and Handling: Deliver products to Project site in an undamaged condition in manufacturer's original sealed containers, complete with labels and instructions for handling, storing, unpacking, protecting, and installing. Packaging shall bear the manufacturer's label with the following information:
 - 1. Product name and type (description).
 - 2. Batch date.

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- 3. Color number.
- VOC content.
- 5. Environmental handling requirements.
- 6. Surface preparation requirements.
- 7. Application instructions.

C. Disposal:

- 1. Never pour leftover coating down any sink or drain. Use up material on the job or seal can and store safely for future use.
- 2. Do not incinerate closed containers.
- For specific disposal or recycle guidelines, contact the local waste management agency or district. Recycle whenever possible.

1.10 FIELD CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F.
- B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.
- C. Lead Paint: It is not expected that lead paint will be encountered in the Work.

1.11 WARRANTY

- A. Inspection of all surfaces to be coated must be done by the manufacturer's representative to insure proper preparation prior to application. All thinners, fillers, primers and finish coatings shall be from the same manufacturer to support a product warranty. Products other than those submitted shall be accompanied by a letter stating its fitness for use and compatibility.
- B. At project closeout, provide to the Owner or owner's representative an executed copy of the Manufacturer's standard form outlining the terms and conditions of and any exclusions to their Limited Warranty against Manufacturing Defect.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Benjamin Moore & Co. (Basis of Design)
 - a. Benjamin Moore & Co. (United States), which is located at: 101 Paragon Dr; Montvale, NJ 07645; Toll Free Tel: 866-708-9181; Email: info@benjaminmoore.com; Web:https://www.benjaminmoore.com/en-ca
 - Sherwin-Williams Company.
 - 3. PPG Architectural Finishes, Inc.

2.02 PAINT, GENERAL

A. Material Compatibility:

- Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
- 2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.

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B. VOC Content: Products shall comply with VOC limits of authorities (OTC II) having jurisdiction and, for interior paints and coatings applied at Project site, the following VOC limits, exclusive of colorants added to a tint base, when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

| 1. | Flat Paints and Coatings: | 50 g/L. |
|-----|---|----------|
| 2. | Non-Flat Paints and Coatings: | 100 g/L. |
| 3. | Non-Flat High Gloss | 150 g/L |
| 4. | Dry-Fog Coatings: | 150 g/L. |
| 5. | Primers, Sealers, and Undercoaters: | 100 g/L. |
| 6. | Quick Dry Enamel | 150 g/L. |
| 7. | Anti-corrosive and Antirust Paints Applied to Ferrous Metals: | 250 g/L. |
| 8. | Zinc-Rich Industrial Maintenance Primers: | 250 g/L. |
| 9. | Industrial Maintenance High Temperature | 420 g/L. |
| 10. | Floor Coatings: | 100 g/L. |
| 11. | Stains | 250 g/L. |
| 12. | Varnish | 275 g/L. |
| 13. | Waterproofing Sealer - Wood | 275 g/L |
| 14. | Waterproofing Sealer - Concrete | 100 g/L. |

- C. Colors: As selected by Architect from manufacturer's full range.
 - 1. 30 percent of surface area will be painted with deep tones.

2.03 MIXING AND TINTING

- A. Except where specifically noted in this section, all paint shall be ready-mixed and pre-tinted.

 Agitate all paint prior to and during application to ensure uniform color, gloss, and consistency.
- B. Thinner addition shall not exceed manufacturer's printed recommendations. Do not use kerosene or other organic solvents to thin water-based paints.

2.04 WATER-BASED PAINTS

- A. Latex, Interior, Flat, (Gloss Level 1): MPI #53.
 - 1. Benjamin Moore Ultra Spec 500 Interior Flat Finish T535 (E3)
 - 2. Sherwin-Williams Solo Interior/Exterior 100% Acrylic Flat A74W00051 (E3)
 - 3. PPG Speedhide Interior Flat Latex #6-70 (E3).
 - 4. Architect approved equivalent.
- B. Latex, Interior, (Gloss Level 4): MPI #43 (Pearl / Satin / Low Lustre)
 - 1. Benjamin Moore Ultra Spec 500 Interior Satin-Pearl Finish T545 (E3).
 - 2. Sherwin-Williams ProMar 200 Zero VOC Interior Latex Semi-Gloss, B31-2600 Series (E3).
 - 3. Architect approved equivalent.
- C. Latex, Interior, Institutional Low Odor/VOC, Flat (Gloss Level 1): MPI #143.
 - 1. Benjamin Moore Ultra Spec 500 Interior Flat Finish T535 (E3).
 - 2. Sherwin-Williams Harmony Interior Acrylic Latex Flat B05W01051 (E3)
 - 3. Architect approved equivalent.
- D. Latex, Interior, Institutional Low Odor/VOC, (Gloss Level 3): MPI #145
 - 1. Benjamin Moore Ultra Spec 500 Interior Eggshell Finish T538 (E3).
 - 2. Sherwin Williams Promar 200 Zero VOC Interior Latex Flat #B30WO2651/B30WQ2651 (E3).
 - 3. PPG Speedhide Zero Interior Zero VOC Latex Flat #6-4110XI (E3).

- 4. Architect approved equivalent.
- E. Latex, Interior, High Performance Architectural, (Gloss Level 2): MPI #138.
 - 1. Benjamin Moore Ultra Spec 500 Interior Low Sheen Eggshell Finish T537 (E3)
 - 2. Sherwin-Williams SuperPaint Interior Latex Satin A87W001151/A87WQ1151 (E3)
 - 3. Architect approved equivalent.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers. Where acceptability of substrate conditions is in question, apply samples and perform in-situ testing to verify compatibility, adhesion, and film integrity of new paint application.
 - 1. Report in writing conditions that may affect application, appearance, or performance of paint.

B. Substrate Conditions:

- Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
 - a. Concrete: 12 percent.
 - b. Masonry (Clay and CMU): 12 percent.
 - c. Wood: 15 percent.
 - d. Gypsum Board: 12 percent.
- 2. Gypsum Board Substrates: Verify that finishing compound is sanded smooth.
- C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- D. Proceed with coating application only after unsatisfactory conditions have been corrected.
 - 1. Application of coating indicates acceptance of surfaces and conditions.

3.02 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Manual" applicable to substrates indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
 - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
- C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
 - 1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.
- D. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.
 - 1. Concrete Floors: Remove oil, dust, grease, dirt and other foreign materials. Comply with SSPC-SP 13/NACE 6 or ICRI 03732.

- E. Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces or mortar joints exceed that permitted in manufacturer's written instructions.
 - SSPC-SP 3, "Power Tool Cleaning."
- F. Steel Substrates: Remove rust, loose mill scale, and shop primer, if any. Clean using methods recommended in writing by paint manufacturer but not less than the following:
 - 1. SSPC-SP 2, "Hand Tool Cleaning."
 - 2. SSPC-SP 3, "Power Tool Cleaning."
 - 3. SSPC-SP 7/NACE No. 4, "Brush-off Blast Cleaning."
 - 4. SSPC-SP 11, "Power Tool Cleaning to Bare Metal."
- G. Shop-Primed Steel Substrates: Clean field welds, bolted connections and abraded areas of shop paint and paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop primed surfaces.
- H. Galvanized Metal Surfaces: Remove grease and oil residue from galvanized sheet metal fabricated from coil stock by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.
- I. Aluminum Substrates: Remove loose surface oxidation.
- J. Wood Substrates:
 - 1. Scrape and clean knots and apply coat of knot sealer before applying primer.
 - Sand surfaces that will be exposed to view and dust off.
 - 3. Prime edges, ends, faces, undersides and backsides of wood.
 - 4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.
- K. Cotton or Canvas Insulation Covering Substrates: Remove dust, dirt and other foreign material that might impair the bond of paints to substrates.

3.03 APPLICATION

- A. Apply paints according to manufacturer's written instructions and to recommendations in "MPI Manual."
 - 1. Use applicators and techniques suited for paint and substrate indicated.
 - Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
 - 3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
 - 4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
 - 5. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.
- B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.

- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.
- E. Painting Fire Suppression, Plumbing, HVAC, Electrical, Communication, and Electronic Safety and Security Work:
 - Unless otherwise specified or noted, paint all "unfinished" conduits, piping, hangers, ductwork and other mechanical and electrical equipment with color and texture to match adjacent surfaces, in the following areas:
 - a. where exposed-to-view in all exterior and interior areas.
 - b. in all interior high humidity interior areas.
 - c. in all boiler room, mechanical and electrical rooms.
 - 2. In unfinished areas leave exposed conduits, piping, hangers, ductwork and other mechanical and electrical equipment in original finish and touch up scratches and marks.
 - 3. Touch up scratches and marks on factory painted finishes and equipment with paint as supplied by manufacturer of equipment.
 - 4. Do not paint over nameplates.
 - 5. Paint the inside of all ductwork where visible behind louvers, grilles and diffusers for a minimum of 460 mm (18") or beyond sight line, whichever is greater, with primer and one coat of matte black (non-reflecting) paint.
 - 6. Paint the inside of light valances gloss white.
 - 7. Paint disconnect switches for fire alarm system and exit light systems in red enamel.
 - 8. Paint red or band all fire protection piping and sprinkler lines in accordance with mechanical specification requirements and the AHJ. Keep sprinkler heads free of paint.
 - 9. Paint yellow or band all natural gas piping in accordance with mechanical specification requirements and the AHJ.
 - 10. Backprime and paint face and edges of plywood service panels for telephone and electrical equipment before installation to match adjacent wall surface. Leave equipment in original finish except for touch-up as required, and paint conduits, mounting accessories and other unfinished items.
 - a. Uninsulated plastic piping.
 - b. Pipe hangers and supports.
 - c. Metal conduit.
 - d. Plastic conduit.
 - e. Tanks that do not have factory-applied final finishes.
 - f. Duct, equipment, and pipe insulation having cotton or canvas insulation covering or other paintable jacket material. Coordinate the installation of required piping labels with the installing contractor in order to schedule painting prior to application of labels.
 - 11. Paint the following work where exposed in occupied spaces:
 - a. Equipment, including panelboards.
 - b. Uninsulated metal piping.
 - c. Uninsulated plastic piping.
 - d. Pipe hangers and supports.
 - e. Metal conduit.
 - f. Plastic conduit.
 - g. Duct, equipment, and pipe insulation having cotton or canvas insulation covering or other paintable jacket material.
 - h. Other items as directed by Architect.
 - 12. Paint portions of internal surfaces of metal ducts, without liner, behind air inlets and outlets that are visible from occupied spaces.

3.04 FIELD QUALITY CONTROL

- A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.
 - 1. Contractor shall touch up and restore painted surfaces damaged by testing.
 - If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written recommendations.

3.05 PROTECTION

- A. Protect all exterior surfaces and areas, including landscaping, walks, drives, all adjacent building surfaces (including glass, aluminum surfaces, etc.) and equipment and any labels and signage from painting operations and damage by drop cloths, shields, masking, templates, or other suitable protective means and make good any damage caused by failure to provide such protection.
- B. Protect all interior surfaces and areas, including glass, aluminum surfaces, etc. and equipment and any labels and signage from painting operations and damage by drop cloths, shields, masking, templates, or other suitable protective means and make good any damage caused by failure to provide such protection.
- C. Erect barriers or screens and post signs to warn of or limit or direct traffic away or around work area as required.

3.06 CLEANING

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site. Keep work area free from an unnecessary accumulation of tools, equipment, surplus materials and debris.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Remove combustible rubbish materials and empty paint cans each day and safely dispose of same in accordance with requirements of authorities having jurisdiction.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.07 INTERIOR PAINTING SCHEDULE

- A. CONCRETE: (Poured Concrete, Precast Concrete, Unglazed Brick, Cement Board, Tilt-Up, Cast-In-Place, including Plaster:
 - 1. Latex Systems:
 - a. Semi-Gloss Finish: Scuff-Resistant
 - 1) First Coat: Benjamin Moore, Ultra Spec High Build Masonry Primer N609.
 - 2) Second Coat: Benjamin Moore, Ultra Spec Scuff-X Interior Semi-Gloss Finish 487.
 - 3) Third Coat: Benjamin Moore, Ultra Spec Scuff-X Interior Semi-Gloss Finish 487.
 - b. Semi-Gloss Finish: High-Performance Commercial Grade
 - 1) First Coat: Benjamin Moore, Ultra Spec High Build Masonry Primer N609.
 - 2) Second Coat: Benjamin Moore, Ultra Spec 500 Interior Semi-Gloss Finish T546.
 - 3) Third Coat: Benjamin Moore, Ultra Spec 500 Interior Semi-Gloss Finish T546.

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- c. Satin Finish: Scuff-Resistant
 - 1) First Coat: Benjamin Moore, Ultra Spec High Build Masonry Primer N609.
 - Second Coat: Benjamin Moore, Ultra Spec Scuff-X Interior Satin Finish 486.
 - 3) Third Coat: Benjamin Moore, Ultra Spec Scuff-X Interior Satin Finish 486.
- d. Satin Finish: High-Performance Commercial Grade
 - First Coat: Benjamin Moore, Ultra Spec High Build Masonry Primer N609.
 - 2) Second Coat: Benjamin Moore, Ultra Spec 500 Interior Satin-Pearl Finish T545.
 - Third Coat: Benjamin Moore, Ultra Spec 500 Interior Satin-Pearl Finish T545.
- e. Eggshell / Pearl Finish: Scuff-Resistant
 - 1) First Coat: Benjamin Moore, Ultra Spec High Build Masonry Primer N609.
 - 2) Second Coat: Benjamin Moore, Ultra Spec Scuff-X Interior Eggshell Finish 485.
 - 3) Third Coat: Benjamin Moore, Ultra Spec Scuff-X Interior Eggshell Finish 485.
- f. Eggshell / Pearl Finish: High-Performance Commercial Grade
 - 1) First Coat: Benjamin Moore, Ultra Spec High Build Masonry Primer N609.
 - 2) Second Coat: Benjamin Moore, Ultra Spec 500 Interior Eggshell Finish T538.
 - 3) Third Coat: Benjamin Moore, Ultra Spec 500 Interior Eggshell Finish T538.
- g. Low Sheen Finish: Scuff-Resistant
 - 1) First Coat: Benjamin Moore, Ultra Spec High Build Masonry Primer N609.
 - 2) Second Coat: Benjamin Moore, Ultra Spec Scuff-X Interior Matte Finish 484.
 - 3) Third Coat: Benjamin Moore, Ultra Spec Scuff-X Interior Matte Finish 484.
- h. Low Sheen Finish: High-Performance Commercial Grade
 - 1) First Coat: Benjamin Moore, Ultra Spec High Build Masonry Primer N609.
 - Second Coat: Benjamin Moore, Ultra Spec 500 Interior Low Sheen Eggshell Finish T537.
 - 3) Third Coat: Benjamin Moore, Ultra Spec 500 Interior Low Sheen Eggshell Finish T537.
- i. Flat Finish: High-Performance Commercial Grade
 - 1) First Coat: Benjamin Moore, Ultra Spec High Build Masonry Primer N609.
 - 2) Second Coat: Benjamin Moore, Ultra Spec 500 Interior Flat Finish T535.
 - 3) Third Coat: Benjamin Moore, Ultra Spec 500 Interior Flat Finish T535.
- 2. Epoxy-Modified Systems (Water Base): Single-Component
 - a. Semi-Gloss Finish:
 - 1) First Coat: Benjamin Moore, Ultra Spec High Build Masonry Primer N609.
 - 2) Second Coat: Benjamin Moore, Corotech Pre-Catalyzed Waterborne Epoxy Semi-Gloss V341.
 - Third Coat: Benjamin Moore, Corotech Pre-Catalyzed Waterborne Epoxy Semi-Gloss V341.
 - b. Eggshell Finish:
 - 1) First Coat: Benjamin Moore, Ultra Spec High Build Masonry Primer N609.
 - 2) Second Coat: Benjamin Moore, Corotech Pre-Catalyzed Waterborne Epoxy Eggshell V342.
 - 3) Third Coat: Benjamin Moore, Corotech Pre-Catalyzed Waterborne Epoxy Eggshell V342.
- 3. Acrylic-Urethane Systems (Water Base): Single-Component, Fast Return to Service
 - a. Gloss Finish:
 - 1) First Coat: Benjamin Moore, Ultra Spec High Build Masonry Primer N609.
 - Second Coat: Benjamin Moore, Corotech COMMAND Waterborne Acrylic Urethane Gloss CV390.
 - 3) Third Coat: Benjamin Moore, Corotech COMMAND Waterborne Acrylic Urethane Gloss CV390.
 - b. Satin Finish:
 - 1) First Coat: Benjamin Moore, Ultra Spec High Build Masonry Primer N609.
 - 2) Second Coat: Benjamin Moore, Corotech COMMAND Waterborne Acrylic Urethane Satin CV392.

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- 3) Third Coat: Benjamin Moore, Corotech COMMAND Waterborne Acrylic Urethane Satin CV392.
- B. CONCRETE: Ceilings.
 - Latex Systems:
 - a. Flat Finish: High-Performance Commercial Grade
 - 1) First Coat: Benjamin Moore, Ultra Spec High Build Masonry Primer N609.
 - 2) Second Coat: Benjamin Moore, Ultra Spec 500 Interior Flat Finish T535.
 - 3) Third Coat: Benjamin Moore, Ultra Spec 500 Interior Flat Finish T535.
 - 2. Dryfall Waterborne Systems:
 - a. Semi-Gloss Finish:
 - 1) First Coat: Benjamin Moore, Dry Fall Latex Semi-Gloss 397.
 - 2) Second Coat: Benjamin Moore, Dry Fall Latex Semi-Gloss 397.
 - b. Eggshell Finish:
 - 1) First Coat: Benjamin Moore, Latex Dry Fall Eggshell 396.
 - 2) Second Coat: Benjamin Moore, Latex Dry Fall Eggshell 396.
 - c. Flat Finish:
 - 1) First Coat: Benjamin Moore, Dry Fall Latex Flat 395.
 - 2) Second Coat: Benjamin Moore, Dry Fall Latex Flat 395
- C. CONCRETE: Concrete Floors (non-vehicular).
 - Acrylic Paint System (Water-Based):
 - a. High-Gloss Finish:
 - 1) First Coat: Benjamin Moore Floor & Patio Latex Enamel High Gloss 0121. (Thinned as per TDS)
 - 2) Second Coat: Benjamin Moore Floor & Patio Latex Enamel High Gloss 0121. (Third Coat Optional)
 - b. Satin Finish:
 - 1) First Coat: INSL-X, Tough Shield Floor & Patio CTS-3xxx.
 - Second Coat: INSL-X, Tough Shield Floor & Patio CTS-3xxx. (Third Coat Optional)
 - c. Low Lustre Finish:
 - 1) First Coat: Benjamin Moore Floor & Patio Latex Enamel Low Sheen N122.. (Thinned as per TDS)
 - Second Coat: Benjamin Moore Floor & Patio Latex Enamel Low Sheen N122. (Third Coat Optional)
 - 2. Acrylic-Urethane Systems (Water Base): Single-Component, Fast Return to Service
 - a. Gloss Finish:
 - First Coat: Insl-x, Tuffcrete Acrylic Epoxy Clear Bonding Primer/Sealer FLB-100.
 - Second Coat: Benjamin Moore, Corotech COMMAND Waterborne Acrylic Urethane Gloss CV390.
 - 3) Third Coat: Benjamin Moore, Corotech COMMAND Waterborne Acrylic Urethane Gloss CV390.
 - b. Satin Finish:
 - 1) First Coat: Insl-x, Tuffcrete Acrylic Epoxy Clear Bonding Primer/Sealer FLB-100.
 - 2) Second Coat: Benjamin Moore, Corotech COMMAND Waterborne Acrylic Urethane Satin CV392.
 - 3) Third Coat: Benjamin Moore, Corotech COMMAND Waterborne Acrylic Urethane Satin CV392.
 - 3. Concrete Stain System:
 - a. Floor Finish:
 - 1) First Coat: INSL-X Tuffcrete Waterborne Acrylic Concrete Stain CCST- 2xxx.
 - 2) Second Coat: INSL-X Tuffcrete Waterborne Acrylic Concrete Stain CCST- 2xxx.
 - 4. Epoxy Systems (Water Base): Two-Component
 - a. Gloss Finish:

- 1) First Coat: Benjamin Moore, Corotech 100% Solids Epoxy Pre-primer V155.
- 2) Second Coat: Benjamin Moore, Corotech Waterborne Amine Epoxy V440.
- 3) Third Coat: Benjamin Moore, Corotech Waterborne Amine Epoxy V440
- 5. Epoxy Systems (Solvent Base): Two-Component
 - a. Gloss Finish:
 - 1) First Coat: Benjamin Moore, Corotech 100% Solids Epoxy Pre-primer V155..
 - 2) Second Coat: Benjamin Moore, Corotech Polyamide Epoxy Gloss CV400.
 - 3) Third Coat: Benjamin Moore, Corotech Polyamide Epoxy Gloss CV400.
 - b. Gloss Finish:
 - 1) First Coat: Benjamin Moore, Corotech 100% Solids Epoxy Pre-primer V155.
 - Second Coat: Benjamin Moore, Corotech Polyamide Epoxy Semi-Gloss CV400SG
 - 3) Third Coat: Benjamin Moore, Corotech Polyamide Epoxy Semi-Gloss CV400SG.
- 6. Anti-Slip Additive for Floor surfaces:
 - a. Prepare and seal the floor. Apply the floor coating system and hand broadcast the Anti-Slip Aggregate V630 into the wet film at the at the rate of 1/2 lb. / sq. ft. then backrolled following the addition of the aggregate.
 - b. Allow overnight dry and sweep or vacuum up the excess aggregate.
 - c. Apply second coat of floor coating at the rate of 50 sq. ft. per gallon.
- 7. Anti-Slip Floor Coating System:
 - a. First Coat: INSL-X Sure Step 100% Acrylic Latex Anti-Slip Coating CSU-0XXX.
 - b. Second Coat: INSL-X Sure Step 100% Acrylic Latex Anti-Slip Coating CSU-0XXX.

D. CONCRETE BLOCK MASONRY (CMU)

- 1. Latex Systems:
 - a. Semi-Gloss Finish: Scuff-Resistant
 - 1) First Coat: Benjamin Moore Block Filler 0244.
 - 2) Second Coat: Benjamin Moore, Ultra Spec Scuff-X Interior Semi-Gloss Finish 487.
 - Third Coat: Benjamin Moore, Ultra Spec Scuff-X Interior Semi-Gloss Finish 487.
 - b. Semi-Gloss Finish: High-Performance Commercial Grade
 - 1) First Coat: Benjamin Moore Block Filler 0244.
 - 2) Second Coat: Benjamin Moore, Ultra Spec 500 Interior Semi-Gloss Finish T546.
 - 3) Third Coat: Benjamin Moore, Ultra Spec 500 Interior Semi-Gloss Finish T546.
 - c. Satin Finish: Scuff-Resistant
 - 1) First Coat: Benjamin Moore Block Filler 0244.
 - 2) Second Coat: Benjamin Moore, Ultra Spec Scuff-X Interior Satin Finish 486.
 - B) Third Coat: Benjamin Moore, Ultra Spec Scuff-X Interior Satin Finish 486.
 - d. Satin Finish: High-Performance Commercial Grade
 - 1) First Coat: Benjamin Moore Block Filler 0244.
 - 2) Second Coat: Benjamin Moore, Ultra Spec 500 Interior Satin-Pearl Finish T545.
 - 3) Third Coat: Benjamin Moore, Ultra Spec 500 Interior Satin-Pearl Finish T545.
 - e. Eggshell / Pearl Finish: Scuff-Resistant
 - 1) First Coat: Benjamin Moore Block Filler 0244.
 - 2) Second Coat: Benjamin Moore, Ultra Spec Scuff-X Interior Eggshell Finish 485.
 - 3) Third Coat: Benjamin Moore, Ultra Spec Scuff-X Interior Eggshell Finish 485.
 - f. Eggshell / Pearl Finish: High-Performance Commercial Grade
 - 1) First Coat: Benjamin Moore Block Filler 0244.
 - 2) Second Coat: Benjamin Moore, Ultra Spec 500 Interior Eggshell Finish T538.
 - 3) Third Coat: Benjamin Moore, Ultra Spec 500 Interior Eggshell Finish T538.
 - g. Low Sheen Finish: Scuff-Resistant
 - 1) First Coat: Benjamin Moore Block Filler 0244
 - 2) Second Coat: Benjamin Moore, Ultra Spec Scuff-X Interior Matte Finish 484.
 - 3) Third Coat: Benjamin Moore, Ultra Spec Scuff-X Interior Matte Finish 484.

- h. Low Sheen Finish: High-Performance Commercial Grade
 - First Coat: Benjamin Moore Block Filler 0244, 8- 11 dry mils, (35 g/L), LEED Qualified.
 - Second Coat: Benjamin Moore, Ultra Spec 500 Interior Low Sheen Eggshell Finish T537.
 - 3) Third Coat: Benjamin Moore, Ultra Spec 500 Interior Low Sheen Eggshell Finish T537.
- i. Flat Finish: High-Performance Commercial Grade
 - 1) First Coat: Benjamin Moore Block Filler 0244.
 - 2) Second Coat: Benjamin Moore, Ultra Spec 500 Interior Flat Finish T535.
 - 3) Third Coat: Benjamin Moore, Ultra Spec 500 Interior Flat Finish T535.
- 2. Epoxy-Modified Systems (Water Base): Single-Component
 - a. Semi-Gloss Finish:
 - 1) First Coat: Benjamin Moore Block Filler 0244.
 - Second Coat: Benjamin Moore, Corotech Pre-Catalyzed Waterborne Epoxy Semi-Gloss V341.
 - Third Coat: Benjamin Moore, Corotech Pre-Catalyzed Waterborne Epoxy Semi-Gloss V341.
 - b. Eggshell Finish:
 - 1) First Coat: Benjamin Moore Block Filler 0244.
 - 2) Second Coat: Benjamin Moore, Corotech Pre-Catalyzed Waterborne Epoxy Eggshell V342.
 - 3) Third Coat: Benjamin Moore, Corotech Pre-Catalyzed Waterborne Epoxy Eggshell V342.
- 3. Acrylic-Urethane Systems (Water Base): Single-Component, Fast Return to Service
 - a. Gloss Finish:
 - 1) First Coat: Benjamin Moore Block Filler 0244.
 - 2) Second Coat: Benjamin Moore, Corotech COMMAND Waterborne Acrylic Urethane Gloss CV390.
 - 3) Third Coat: Benjamin Moore, Corotech COMMAND Waterborne Acrylic Urethane Gloss CV390.
 - b. Satin Finish:
 - 1) First Coat: Benjamin Moore Block Filler 0244.
 - Second Coat: Benjamin Moore, Corotech COMMAND Waterborne Acrylic Urethane Satin CV392.
 - 3) Third Coat: Benjamin Moore, Corotech COMMAND Waterborne Acrylic Urethane Satin CV392.
- E. MASONRY: Glazed Brick, Glazed CMU
 - 1. Latex Systems:
 - a. Semi-Gloss Finish: Scuff-Resistant
 - 1) First Coat: Insl-x STIX Waterborne Bonding Primer SXA-110.
 - Second Coat: Benjamin Moore, Ultra Spec Scuff-X Interior Semi-Gloss Finish 487.
 - 3) Third Coat: Benjamin Moore, Ultra Spec Scuff-X Interior Semi-Gloss Finish 487.
 - b. Semi-Gloss Finish: High-Performance Commercial Grade
 - First Coat: Benjamin Moore Fresh Start High-Hiding All Purpose Primer 0046.
 - 2) Second Coat: Benjamin Moore, Ultra Spec 500 Interior Semi-Gloss Finish T546.
 - 3) Third Coat: Benjamin Moore, Ultra Spec 500 Interior Semi-Gloss Finish T546.
 - c. Satin Finish: Scuff-Resistant
 - 1) First Coat: Insl-x STIX Waterborne Bonding Primer SXA-110.
 - 2) Second Coat: Benjamin Moore, Ultra Spec Scuff-X Interior Satin Finish 486, 1.7 DFT, (86 g/L), LEED V4 Credit.
 - 3) Third Coat: Benjamin Moore, Ultra Spec Scuff-X Interior Satin Finish 486, 1.7 DFT, (86 g/L), LEED V4 Credit.

- d. Satin Finish: High-Performance Commercial Grade
 - 1) First Coat: Insl-x STIX Waterborne Bonding Primer SXA-110.
 - 2) Second Coat: Benjamin Moore, Ultra Spec 500 Interior Satin-Pearl Finish T545.
 - 3) Third Coat: Benjamin Moore, Ultra Spec 500 Interior Satin-Pearl Finish T545.
- e. Eggshell / Pearl Finish: Scuff-Resistant
 - 1) First Coat: Insl-x STIX Waterborne Bonding Primer SXA-110.
 - 2) Second Coat: Benjamin Moore, Ultra Spec Scuff-X Interior Eggshell Finish 485.
 - 3) Third Coat: Benjamin Moore, Ultra Spec Scuff-X Interior Eggshell Finish 485.
- f. Eggshell / Pearl Finish: High-Performance Commercial Grade
 - 1) First Coat: Insl-x STIX Waterborne Bonding Primer SXA-110.
 - 2) Second Coat: Benjamin Moore, Ultra Spec 500 Interior Eggshell Finish T538.
 - 3) Third Coat: Benjamin Moore, Ultra Spec 500 Interior Eggshell Finish T538.
- g. Low Sheen Finish: Scuff-Resistant
 - 1) First Coat: Insl-x STIX Waterborne Bonding Primer SXA-110.
 - 2) Second Coat: Benjamin Moore, Ultra Spec Scuff-X Interior Matte Finish 484.
 - 3) Third Coat: Benjamin Moore, Ultra Spec Scuff-X Interior Matte Finish 484.
- h. Low Sheen Finish: High-Performance Commercial Grade
 - First Coat: Benjamin Moore Block Filler 0244, 8- 11 dry mils, (35 g/L), LEED Qualified.
 - Second Coat: Benjamin Moore, Ultra Spec 500 Interior Low Sheen Eggshell Finish T537.
 - Third Coat: Benjamin Moore, Ultra Spec 500 Interior Low Sheen Eggshell Finish T537.
- i. Flat Finish: High-Performance Commercial Grade
 - 1) First Coat: Insl-x STIX Waterborne Bonding Primer SXA-110.
 - 2) Second Coat: Benjamin Moore, Ultra Spec 500 Interior Flat Finish T535.
 - 3) Third Coat: Benjamin Moore, Ultra Spec 500 Interior Flat Finish T535.
- 2. Acrylic-Urethane Systems (Water Base): Single-Component, Fast Return to Service
 - a. Gloss Finish:
 - First Coat: Insl-x STIX Waterborne Bonding Primer SXA-110.
 - 2) Second Coat: Benjamin Moore, Corotech COMMAND Waterborne Acrylic Urethane Gloss CV390.
 - 3) Third Coat: Benjamin Moore, Corotech COMMAND Waterborne Acrylic Urethane Gloss CV390.
 - b. Satin Finish:
 - 1) First Coat: Insl-x STIX Waterborne Bonding Primer SXA-110.
 - 2) Second Coat: Benjamin Moore, Corotech COMMAND Waterborne Acrylic Urethane Satin CV392.
 - 3) Third Coat: Benjamin Moore, Corotech COMMAND Waterborne Acrylic Urethane Satin CV392.
- F. METAL: Aluminum, Galvanized.
 - 1. Latex Systems:
 - a. Gloss Finish (Early Moisture-Resistant): Rust-Inhibiting
 - 1) First Coat: Benjamin Moore, Ultra Spec Acrylic Metal Primer HP04.
 - Second Coat: Benjamin Moore, Ultra Spec D.T.M. Acrylic Gloss Enamel HP28.
 - 3) Third Coat: Benjamin Moore, Ultra Spec D.T.M. Acrylic Gloss Enamel HP28.
 - b. Semi-Gloss Finish (Early Moisture-Resistant): Rust-Inhibiting
 - 1) First Coat: Benjamin Moore, Ultra Spec Acrylic Metal Primer HP04.
 - 2) Second Coat: Benjamin Moore, Ultra Spec HP D.T.M. Acrylic Semi- Gloss Enamel HP29.
 - 3) Third Coat: Benjamin Moore, Ultra Spec HP D.T.M. Acrylic Semi-Gloss Enamel HP29.
 - c. Semi-Gloss Finish: Scuff-Resistant

- 1) First Coat: Benjamin Moore, Ultra Spec Acrylic Metal Primer HP04.
- Second Coat: Benjamin Moore, Ultra Spec Scuff-X Interior Semi-Gloss Finish 487.
- 3) Third Coat: Benjamin Moore, Ultra Spec Scuff-X Interior Semi-Gloss Finish 487.
- d. Semi-Gloss Finish: High-Performance Commercial Grade
 - 1) First Coat: Benjamin Moore, Ultra Spec Acrylic Metal Primer HP04.
 - 2) Second Coat: Benjamin Moore, Ultra Spec 500 Interior Semi-Gloss Finish T546.
 - 3) Third Coat: Benjamin Moore, Ultra Spec 500 Interior Semi-Gloss Finish T546.
- e. Low Sheen Finish (Early Moisture-Resistant): Rust-Inhibiting
 - 1) First Coat: Benjamin Moore, Ultra Spec Acrylic Metal Primer HP04.
 - Second Coat: Benjamin Moore, Ultra Spec HP, DTM Acrylic Low Lustre Enamel HP25.
 - 3) Third Coat: Benjamin Moore, Ultra Spec HP, DTM Acrylic Low Lustre Enamel HP25
- f. Satin Finish: Scuff-Resistant
 - 1) First Coat: Benjamin Moore, Ultra Spec Acrylic Metal Primer HP04.
 - 2) Second Coat: Benjamin Moore, Ultra Spec Scuff-X Interior Satin Finish 486.
 - 3) Third Coat: Benjamin Moore, Ultra Spec Scuff-X Interior Satin Finish 486.
- 2. Alkyd System (Water Base):
 - a. Gloss Finish:
 - 1) First Coat: Benjamin Moore, Ultra Spec Acrylic Metal Primer HP04.
 - Second Coat: Benjamin Moore, Advance Waterborne Int/Ext Alkyd High Gloss N794.
 - Third Coat: Benjamin Moore, Advance Waterborne Int/Ext Alkyd High Gloss N794.
 - b. Semi-Gloss Finish:
 - 1) First Coat: Benjamin Moore, Ultra Spec Acrylic Metal Primer HP04.
 - Second Coat: Benjamin Moore, Advance Waterborne Interior Alkyd Semi-Gloss 793.
 - Third Coat: Benjamin Moore, Advance Waterborne Interior Alkyd Semi-Gloss
 793
- Alkyd System (Solvent Base):
 - a. Gloss Finish:
 - 1) First Coat: Benjamin Moore, Ultra Spec Acrylic Metal Primer HP04.
 - Second Coat: Benjamin Moore, Super Spec HP Alkyd Urethane Gloss Enamel CP22.
 - Third Coat: Benjamin Moore, Super Spec HP Alkyd Urethane Gloss Enamel CP22.
- 4. Epoxy-Modified Systems (Water Base): Single-Component
 - a. Semi-Gloss Finish:
 - 1) First Coat: Benjamin Moore, Ultra Spec Acrylic Metal Primer HP04.
 - Second Coat: Benjamin Moore, Corotech Pre-Catalyzed Waterborne Epoxy Semi-Gloss V341.
 - 3) Third Coat: Benjamin Moore, Corotech Pre-Catalyzed Waterborne Epoxy Semi-Gloss V341.
- 5. Acrylic-Urethane Systems (Water Base): Single-Component, Fast Return to Service
 - a. Gloss Finish:
 - 1) First Coat: Benjamin Moore, Ultra Spec Acrylic Metal Primer HP04.
 - Second Coat: Benjamin Moore, Corotech COMMAND Waterborne Acrylic Urethane Gloss CV390.
 - 3) Third Coat: Benjamin Moore, Corotech COMMAND Waterborne Acrylic Urethane Gloss CV390.
 - b. Satin Finish:
 - 1) First Coat: Benjamin Moore, Ultra Spec Acrylic Metal Primer HP04.

- Second Coat: Benjamin Moore, Corotech COMMAND Waterborne Acrylic Urethane Satin CV392.
- 3) Third Coat: Benjamin Moore, Corotech COMMAND Waterborne Acrylic Urethane Satin CV392.
- G. METAL (Structural Steel Columns, Joists, Trusses, Beams, Miscellaneous and Ornamental Iron, Structural Iron, Ferrous Metal)
 - 1. Latex Systems:
 - a. Gloss Finish (Early Moisture-Resistant): Rust-Inhibiting
 - 1) First Coat: Benjamin Moore, Ultra Spec Acrylic Metal Primer HP04.
 - 2) Second Coat: Benjamin Moore, Ultra Spec D.T.M. Acrylic Gloss Enamel HP28.
 - 3) Third Coat: Benjamin Moore, Ultra Spec D.T.M. Acrylic Gloss Enamel HP28.
 - b. Semi-Gloss Finish (Early Moisture-Resistant): Rust-Inhibiting
 - 1) First Coat: Benjamin Moore, Ultra Spec Acrylic Metal Primer HP04.
 - Second Coat: Benjamin Moore, Ultra Spec HP D.T.M. Acrylic Semi- Gloss Enamel HP29.
 - 3) Third Coat: Benjamin Moore, Ultra Spec HP D.T.M. Acrylic Semi-Gloss Enamel HP29.
 - c. Semi-Gloss Finish: Scuff-Resistant
 - 1) First Coat: Benjamin Moore, Ultra Spec Acrylic Metal Primer HP04.
 - Second Coat: Benjamin Moore, Ultra Spec Scuff-X Interior Semi-Gloss Finish 487.
 - 3) Third Coat: Benjamin Moore, Ultra Spec Scuff-X Interior Semi-Gloss Finish 487.
 - d. Semi-Gloss Finish: High-Performance Commercial Grade
 - 1) First Coat: Benjamin Moore, Ultra Spec Acrylic Metal Primer HP04.
 - 2) Second Coat: Benjamin Moore, Ultra Spec 500 Interior Semi-Gloss Finish T546.
 - 3) Third Coat: Benjamin Moore, Ultra Spec 500 Interior Semi-Gloss Finish T546.
 - e. Low Sheen Finish (Early Moisture-Resistant): Rust-Inhibiting
 - 1) First Coat: Benjamin Moore, Ultra Spec Acrylic Metal Primer HP04.
 - Second Coat: Benjamin Moore, Ultra Spec HP, DTM Acrylic Low Lustre Enamel HP25.
 - Third Coat: Benjamin Moore, Ultra Spec HP, DTM Acrylic Low Lustre Enamel HP25
 - f. Satin Finish: Scuff-Resistant
 - 1) First Coat: Benjamin Moore, Ultra Spec Acrylic Metal Primer HP04.
 - 2) Second Coat: Benjamin Moore, Ultra Spec Scuff-X Interior Satin Finish 486.
 - 3) Third Coat: Benjamin Moore, Ultra Spec Scuff-X Interior Satin Finish 486.
 - 2. Alkyd System (Water Base):
 - a. Gloss Finish:
 - 1) First Coat: Benjamin Moore, Ultra Spec Acrylic Metal Primer HP04.
 - Second Coat: Benjamin Moore, Advance Waterborne Int/Ext Alkyd High Gloss N794.
 - 3) Third Coat: Benjamin Moore, Advance Waterborne Int/Ext Alkyd High Gloss N794.
 - b. Semi-Gloss Finish:
 - First Coat: Benjamin Moore, Ultra Spec Acrylic Metal Primer HP04.
 - Second Coat: Benjamin Moore, Advance Waterborne Interior Alkyd Semi-Gloss 793.
 - 3) Third Coat: Benjamin Moore, Advance Waterborne Interior Alkyd Semi-Gloss 793.
 - 3. Alkyd System (Solvent Base):
 - a. Gloss Finish:
 - 1) First Coat: Benjamin Moore, Ultra Spec Acrylic Metal Primer HP04.
 - Second Coat: Benjamin Moore, Super Spec HP Alkyd Urethane Gloss Enamel CP22.

- 3) Third Coat: Benjamin Moore, Super Spec HP Alkyd Urethane Gloss Enamel CP22.
- 4. Epoxy-Modified Systems (Water Base): Single-Component
 - a. Semi-Gloss Finish:
 - 1) First Coat: Benjamin Moore, Ultra Spec Acrylic Metal Primer HP04.
 - 2) Second Coat: Benjamin Moore, Corotech Pre-Catalyzed Waterborne Epoxy Semi-Gloss V341.
 - Third Coat: Benjamin Moore, Corotech Pre-Catalyzed Waterborne Epoxy Semi-Gloss V341.
- Acrylic-Urethane Systems (Water Base): Single-Component, Fast Return to Service a. Gloss Finish:
 - 1) First Coat: Benjamin Moore, Ultra Spec Acrylic Metal Primer HP04.
 - 2) Second Coat: Benjamin Moore, Corotech COMMAND Waterborne Acrylic Urethane Gloss CV390.
 - 3) Third Coat: Benjamin Moore, Corotech COMMAND Waterborne Acrylic Urethane Gloss CV390.
 - b. Satin Finish:
 - 1) First Coat: Benjamin Moore, Ultra Spec Acrylic Metal Primer HP04.
 - 2) Second Coat: Benjamin Moore, Corotech COMMAND Waterborne Acrylic Urethane Satin CV392.
 - 3) Third Coat: Benjamin Moore, Corotech COMMAND Waterborne Acrylic Urethane Satin CV392.
- H. WOOD (Walls, Ceilings, Doors, Trim):
 - Latex Systems:
 - a. Semi-Gloss Finish: Scuff-Resistant
 - 1) Benjamin Moore Fast Sanding Wood Primer 507.
 - Second Coat: Benjamin Moore, Ultra Spec Scuff-X Interior Semi-Gloss Finish 487.
 - 3) Third Coat: Benjamin Moore, Ultra Spec Scuff-X Interior Semi-Gloss Finish 487.
 - b. Semi-Gloss Finish: High-Performance Commercial Grade
 - 1) First Coat: Benjamin Moore Fast Sanding Wood Primer 507.
 - 2) Second Coat: Benjamin Moore, Ultra Spec 500 Interior Semi-Gloss Finish T546.
 - c. Third Coat: Benjamin Moore, Ultra Spec 500 Interior Semi-Gloss Finish T546
 - d. Satin Finish: Scuff-Resistant
 - 1) First Coat: Benjamin Moore Fast Sanding Wood Primer 507.
 - 2) Second Coat: Benjamin Moore, Ultra Spec Scuff-X Interior Satin Finish 486.
 - 3) Third Coat: Benjamin Moore, Ultra Spec Scuff-X Interior Satin Finish 486.
 - Alkyd System (Water Base):
 - a. Gloss Finish:
 - 1) First Coat: Benjamin Moore Fast Sanding Wood Primer 507.
 - Second Coat: Benjamin Moore, Advance Waterborne Interior Alkyd High Gloss N794.
 - 3) Third Coat: Benjamin Moore, Advance Waterborne Interior Alkyd High Gloss N794.
 - b. Semi-Gloss Finish:
 - First Coat: Benjamin Moore Fast Sanding Wood Primer 507.
 - Second Coat: Benjamin Moore, Advance Waterborne Interior Alkyd Semi-Gloss 793.
 - 3) Third Coat: Benjamin Moore, Advance Waterborne Interior Alkyd Semi- Gloss 793.
 - 3. Epoxy-Modified Systems (Water Base): Single-Component
 - a. Semi-Gloss Finish:
 - 1) First Coat: Benjamin Moore Fast Sanding Wood Primer 507.

- Second Coat: Benjamin Moore, Corotech Pre-Catalyzed Waterborne Epoxy Semi-Gloss V341.
- Third Coat: Benjamin Moore, Corotech Pre-Catalyzed Waterborne Epoxy Semi-Gloss V341.
- 4. Acrylic-Urethane Systems (Water Base): Single-Component, Fast Return to Service
 - a. Gloss Finish:
 - 1) First Coat: Benjamin Moore Fast Sanding Wood Primer 507.
 - 2) Second Coat: Benjamin Moore, Corotech COMMAND Waterborne Acrylic Urethane Gloss CV390.
 - Third Coat: Benjamin Moore, Corotech COMMAND Waterborne Acrylic Urethane Gloss CV390.
 - b. Satin Finish:
 - 1) First Coat: Benjamin Moore Fast Sanding Wood Primer 507.
 - 2) Second Coat: Benjamin Moore, Corotech COMMAND Waterborne Acrylic Urethane Satin CV392.
 - 3) Third Coat: Benjamin Moore, Corotech COMMAND Waterborne Acrylic Urethane Satin CV392.
- 5. Stain and Varnish System:
 - a. Gloss Finish:
 - 1) First Coat: Lenmar Waterborne Interior Wiping Stain 1WB.1300.
 - 2) Second Coat: Benjamin Moore, Benwood Stay Clear Acrylic Polyurethane Gloss 422.
 - 3) Third Coat: Benjamin Moore, Benwood Stay Clear Acrylic Polyurethane Gloss 422.
- I. GYPSUM BOARD (Walls, Ceilings, Gypsum Board and similar items)
 - 1. Latex Systems:
 - a. Semi-Gloss Finish: Scuff-Resistant
 - 1) First Coat: Benjamin Moore Drywall Primer 380.
 - 2) Second Coat: Benjamin Moore, Ultra Spec Scuff-X Interior Semi-Gloss Finish 487.
 - 3) Third Coat: Benjamin Moore, Ultra Spec Scuff-X Interior Semi-Gloss Finish 487.
 - b. Semi-Gloss Finish: High-Performance Commercial Grade
 - 1) First Coat: Benjamin Moore Drywall Primer 380.
 - Second Coat: Benjamin Moore, Ultra Spec 500 Interior Semi-Gloss Finish T546.
 - 3) Third Coat: Benjamin Moore, Ultra Spec 500 Interior Semi-Gloss Finish T546.
 - c. Satin Finish: Scuff-Resistant
 - 1) First Coat: Benjamin Moore Drywall Primer 380.
 - 2) Second Coat: Benjamin Moore, Ultra Spec Scuff-X Interior Satin Finish 486.
 - 3) Third Coat: Benjamin Moore, Ultra Spec Scuff-X Interior Satin Finish 486.
 - d. Satin Finish: High-Performance Commercial Grade
 - 1) First Coat: Benjamin Moore Drywall Primer 380.
 - 2) Second Coat: Benjamin Moore, Ultra Spec 500 Interior Satin-Pearl Finish T545.
 - 3) Third Coat: Benjamin Moore, Ultra Spec 500 Interior Satin-Pearl Finish T545.
 - e. Eggshell / Pearl Finish: Scuff-Resistant
 - 1) First Coat: Benjamin Moore Drywall Primer 380.
 - Second Coat: Benjamin Moore, Ultra Spec Scuff-X Interior Eggshell Finish 485.
 - 3) Third Coat: Benjamin Moore, Ultra Spec Scuff-X Interior Eggshell Finish 485.
 - f. Eggshell / Pearl Finish: High-Performance Commercial Grade
 - 1) First Coat: Benjamin Moore Drywall Primer 380.
 - 2) Second Coat: Benjamin Moore, Ultra Spec 500 Interior Eggshell Finish T538.
 - 3) Third Coat: Benjamin Moore, Ultra Spec 500 Interior Eggshell Finish T538.
 - g. Low Sheen Finish: Scuff-Resistant
 - 1) First Coat: Benjamin Moore Drywall Primer 380.

- 2) Second Coat: Benjamin Moore, Ultra Spec Scuff-X Interior Matte Finish 484.
- 3) Third Coat: Benjamin Moore, Ultra Spec Scuff-X Interior Matte Finish 484.
- h. Low Sheen Finish: High-Performance Commercial Grade
 - First Coat: Benjamin Moore Drywall Primer 380.
 - Second Coat: Benjamin Moore, Ultra Spec 500 Interior Low Sheen Eggshell Finish T537.
 - 3) Third Coat: Benjamin Moore, Ultra Spec 500 Interior Low Sheen Eggshell Finish T537.
- i. Flat Finish: High-Performance Commercial Grade
 - 1) First Coat: Benjamin Moore Drywall Primer 380.
 - 2) Second Coat: Benjamin Moore, Ultra Spec 500 Interior Flat Finish T535.
 - 3) Third Coat: Benjamin Moore, Ultra Spec 500 Interior Flat Finish T535.
- 2. Epoxy-Modified Systems (Water Base): Single-Component
 - a. Semi-Gloss Finish:
 - 1) First Coat: Benjamin Moore Drywall Primer 380.
 - Second Coat: Benjamin Moore, Corotech Pre-Catalyzed Waterborne Epoxy Semi-Gloss V341.
 - 3) Third Coat: Benjamin Moore, Corotech Pre-Catalyzed Waterborne Epoxy Semi-Gloss V341.
 - b. Eggshell Finish:
 - 1) First Coat: Benjamin Moore Drywall Primer 380.
 - 2) Second Coat: Benjamin Moore, Corotech Pre-Catalyzed Waterborne Epoxy Eggshell V342.
 - 3) Third Coat: Benjamin Moore, Corotech Pre-Catalyzed Waterborne Epoxy Eggshell V342.
- 3. Acrylic-Urethane Systems (Water Base): Single-Component, Fast Return to Service
 - a. Gloss Finish:
 - 1) First Coat: Benjamin Moore Drywall Primer 380.
 - 2) Second Coat: Benjamin Moore, Corotech COMMAND Waterborne Acrylic Urethane Gloss CV390.
 - 3) Third Coat: Benjamin Moore, Corotech COMMAND Waterborne Acrylic Urethane Gloss CV390.
 - b. Satin Finish:
 - 1) First Coat: Benjamin Moore Drywall Primer 380.
 - Second Coat: Benjamin Moore, Corotech COMMAND Waterborne Acrylic Urethane Satin CV392.
 - 3) Third Coat: Benjamin Moore, Corotech COMMAND Waterborne Acrylic Urethane Satin CV392.

END OF SECTION

PART 1 GENERAL

1.01 **SECTION INCLUDES**

A. Ball valves

1.02 ABBREVIATIONS

- A. IBBM: Iron body, bronze mounted.
- B. OS&Y: Outside screw and yoke.
- C. WOG: Water, oil, gas.
- D. WSP: Working steam pressure.

1.03 SUBMITTALS

- A. Product Data: Manufacturer's catalog sheets and specifications for each valve type.
- B. Valve Schedule: List type of valve, manufacturer's model number, and size for each service application.

1.04 MAINTENANCE

- A. Special Tools:
 - 1. One wrench for each type and size wrench operated plug valve.

PART 2 PRODUCTS

2.01 VALVES - GENERAL

- A. Valve Standardization: Valves from one or more manufacturers may be used, however valves supplied for each specific valve type shall be the product of one manufacturer.
- B. Valves shall be first quality, free from all imperfections and defects, with body markings indicating manufacturer and rating.
- C. Valve parts of same manufacturer, size and type shall be interchangeable.
- D. Manually operated gate, globe and angle valves shall be of rising stem type, unless otherwise specified.
- E. Valves which use packing, shall be capable of being packed when wide open and under full working pressure.
- F. Size valves the same size as the piping in which they are installed, unless specified otherwise.

2.02 BALL VALVES

A. Type BV: 150 psig WSP, 600 psig WOG, 2 piece bronze body, solid blow-out proof stem, teflon seats, chrome plated brass ball, teflon seals, corrosion resistant steel lever handles with vinyl grips, balancing stop, and threaded or solder ends. Acceptable Manufacturers: Conbraco, Hammond, Milwaukee, Nibco, and Watts.

PART 3 EXECUTION

3.01 INSTALLATION

A. General: Install valves at locations noted on the drawings or specified.

3.02 VALVE APPLICATION SCHEDULE

- A. Schedule of valve applications for the different services is as follows:
 - 1. Cold Water In Buildings and Tunnels (CW) 125 psig and Less:
 - a. 3 inch and Less: A or D gates or BV balls, O globes or angles, and S or U checks; or C gates, K globes or angles, and V checks, with solder joint companion flanges.
 - b. 4 inch and Up: C gates or BF butterflys, K globes or angles, and V checks.
 - 2. Compressed Air (A) 125 psig and less:
 - a. 2 inches and Less: A gates, J globe or angles, and W checks.
 - b. 2-1/2 inches and Up: C gates, K globe or angles, and W checks.
 - 3. Domestic Hot Water and Circulating (DHW & DHWC) 125 psig and Less:
 - a. 3 inch and Less: A or D gates or BV balls, J or O globes or angles, and S or U checks.
 - b. 4 inch and Up: C gates or BF butterflys, K globes or angles, and V checks.
 - 4. Gas Natural, Manufactured or Mixed Fuel (G) 125 psig and Less:
 - a. 2 inch and Less: AB plug valves.
 - b. 2-1/2 inch and Up: AA plug valves.
 - 5. Gas, Bottled Liquified Petroleum (BG): A gates, and J globes or angles, with flared or ferrule copper tubing adapters.

END OF SECTION

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PART 1 GENERAL

1.01 **SECTION INCLUDES**

- A. General support requirements for plumbing piping
- B. Pipe support requirements for steel/concrete construction
- C. Pipe hangers and supports
- D. Anchors and attachments
- E. Fasteners

1.02 PRODUCTS FURNISHED BUT NOT INSTALLED UNDER THIS SECTION

A. Companion high density filler pieces for installation over the top 180 degree surface of pipe or tubing, at points of support where a combination clevis hanger, insulation shield and high density insulating saddle are installed.

1.03 RELATED WORK SPECIFIED ELSEWHERE

A. Piping Insulation: Section 220700.

1.04 SUBMITTALS

- A. Shop Drawings:
 - Details of trapeze hangers and upper hanger attachments for piping 4 inches in diameter and over. Include the number and size of pipe lines to be supported on each type of trapeze hanger.
 - 2. Details of pipe anchors.
- B. Product Data: Catalog sheets, specifications and installation instructions for each item specified except fasteners.

1.05 QUALITY ASSURANCE

- A. Regulatory Requirements:
 - 1. Comply with the applicable requirements of the ASME B31 Piping Codes.
 - Unless otherwise shown or specified, comply with the requirements of the Manufacturer's Standardization Society of the Valve and Fittings Industry (MSS) Standards SP-58, and SP-69.

PART 2 PRODUCTS

2.01 PIPE HANGERS AND SUPPORTS

- A. Combination clevis hanger, pipe insulation shield and vapor barrier jacketed high density insulating saddle with companion high density filler piece.
 - 1. Insulating saddles and filler pieces shall be of the same thickness and materials as the adjoining pipe insulation. Saddles shall cover the lower 180 degrees of the pipe or tubing, and companion filler pieces shall cover the upper 180 degrees of the pipe or tubing. Physical sizes, gages, etc. of the components of insulated hangers shall be in accordance with the following schedule:

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| PIPE OR TUBING SIZE (Inches) | SHIELD LENGTH (Inches) | SHIELD GAGE | SADDLE LENGTH (Inches) | VAPOR BARRIER JACKET LENGTH (Inches) |
|------------------------------------|------------------------------|-------------|------------------------------|--|
| Up to 2-1/2 | 4 | 16 | 6 | 10 |
| 3 to 6 | 4 | 14 | 6 | 10 |
| 8 to 14 | 10 | 12 | 12 | 16 |
| 16 and up | 10 | 10 | 12 | 16 |
| | | | | |

B. Pipe Insulation Shields: Fabricated of steel, with a minimum arc of 180 degrees, unless otherwise indicated. Shields for use with hangers and supports, with the exception of combination clevis type hangers, shall be in accordance with the following schedule:

| PIPE OR TUBING SIZE (Inches) | SHIELD LENGTH (Inches) | SHIELD GAGE |
|------------------------------|------------------------|-------------|
| Up to 2-1/2 | 8 | 18 |
| 3 to 8 | 10 | 16 |
| 10 to 14 | 12 | 12 |
| 16 and up | 18 | 10 |
| | | |

- C. Pipe Covering Protection Saddles: 3/16 inch thick steel, of sufficient depth for the insulation thickness specified, notched so that saddle contact with the pipe is approximately 50 percent of the total axial cross section. Saddles for pipe 12 inches in size and larger shall have a center support.
- D. Pipe Hangers: Height adjustable standard duty clevis type, with cross bolt and nut.
 - 1. Pipe spreaders or spacers shall be used on cross bolts of clevis hangers, when supporting piping 10 inches in size and larger.
- E. Adjustable Floor Rests and Base Flanges: Steel.
- F. Hanger Rods: Mild, low carbon steel, fully threaded or threaded at each end, with two nuts at each end for positioning rod and hanger, and locking each in place.
- G. Riser Clamps: Malleable iron or steel.
- H. Rollers: Cast Iron.

2.02 ANCHORS AND ATTACHMENTS

- A. Sleeve Anchors (Group II, Type 3, Class 3): Molly's Div./USM Corp. Parasleeve Series, Ramset's Dynabolt Series, or Red Head/Phillips AN, HN, or FS Series.
- B. Wedge Anchors (Zinc Plated, Group II, Type 4, Class 1): Hilti's Kwik Bolt Series, Molly's Div./USM Corp. Parabolt PB Series, Ramset's Trubolt T Series, or Red Head/Phillips WS Series.
- C. Self-Drilling Anchors (Group III, Type 1): Ramset's RD Series, or Red Head/Phillips S Series.
- D. Non-Drilling Anchors (Group VIII, Type 1): Ramset's Dynaset DS Series, Hilti's HDI Series, or Red Head/Phillips J Series.

- E. Stud Anchors (Group VIII, Type 2): Red Head/Phillips JS Series.
- F. Beam Clamps: Forged steel beam clamp, with weldless eye nut (right hand thread), steel tie rod, nuts, and washers, Grinnell's Fig No. 292 (size for load, beam flange width, and rod size required).
- G. Metal Deck Ceiling Bolts: B-Line Systems' Fig. B3019.

2.03 FASTENERS

A. Bolts, Nuts, Washers, Lags, and Screws: Medium carbon steel; size and type to suit application; galvanized for high humidity locations, and treated wood; plain finish for other interior locations. Except where shown otherwise on the Drawings, furnish type, size, and grade required for proper installation of the Work.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Do not hang or support one pipe from another or from ductwork.
 - Do not bend threaded rod.
- B. Support all insulated horizontal piping conveying fluids below ambient temperature, by means of hangers or supports with insulation shields installed outside of the insulation.
- C. Space hangers or supports for horizontal piping on maximum center distances as listed in the following hanger schedules, except as otherwise specified, or noted on the Drawings.
 - 1. For Steel, and Threaded Brass Pipe:

| PIPE SIZE (Inches) | MAXIMUM SPACING (Feet) |
|--------------------|------------------------|
| 1 and under | 8 |
| 1-1/4 and 1-1/2 | 9 |
| 2 | 10 |
| 2-1/2 and up | 12 |
| | |

1. For Grooved End Steel Pipe:

| PIPE SIZE (Inches) | MAXIMUM SPACING (Feet) |
|--------------------|------------------------|
| 1-1/2 and under | 7 |
| 2 through 4 | 10 |
| 5 and over | 12 |
| | |

- 1. No pipe length shall be left unsupported between any two coupling joints.
- 2. For Copper Pipe and Copper Tubing:

| PIPE OR TUBING SIZE (Inches) | MAXIMUM SPACING (Feet) |
|------------------------------|------------------------|
| 1-1/2 and under | 6 |
| 2 and over | 10 |
| | |

| For Glass Pipe, and Aluminun | า Lubina: |
|--|-----------|
|--|-----------|

| TYPE | 3/4 INCH AND UNDER (M | 1 INCH AND 1-1/4 INCH laximum Spacing In Fee | 1-1/2 INCH AND OVER et) |
|-----------------|-----------------------------|--|-------------------------------|
| Glass Pipe | 8 | 8 | 8 |
| Plastic Tubing | 3 | 5 | 7 |
| Aluminum Tubing | 3 | 5 | 7 |
| | | | |

1. For Plastic Tubing:

| PIPE OR TUBING SIZE (Inches) | MAXIMUM SPACING (Feet) |
|------------------------------|------------------------|
| Under 2 inch | 3 |
| 2 inch and over | 4 |
| | |

- 1. For Directional Changes: Install a hanger or support close to the point of change of direction of all pipe runs in either a horizontal or vertical plane.
- 2. For Concentrated Loads: Install additional hangers or supports, spaced as required and directed, at locations where concentrated loads such as in-line pumps, valves, fittings or accessories occur, to support the concentrated loads.
- 3. For Branch Piping Runs and Runouts Over 5 feet In Length: Install a minimum of one hanger, and additional hangers if required by the hanger spacing schedules.
- 4. Parallel Piping Runs: Where several pipe lines run parallel in the same plane and in close proximity to each other, trapeze hangers may be submitted for approval. Base hanger spacing for trapeze type hangers on the smallest size of pipe being supported. Design the entire hanger assembly based on a safety factor of five, for the ultimate strength of the material being used.
- 5. Support floor drain traps from the overhead construction, with hangers of type and design as required and approved. Overhead supports are not required for floor drain traps installed directly below earth supported concrete floors.

D. Size hanger rods in accordance with the following:

| PIPE OR TUBING SIZE (Inches) | SINGLE ROD HANGER SIZE (Inches) | | DOUBLE ROD HANGER SIZE (Inches) | |
|------------------------------------|------------------------------------|--------|------------------------------------|--------|
| | PIPE | TUBING | PIPE | TUBING |
| 1/2 to 2 | 3/8 | 1/4 | 3/8 | 1/4 |
| 2-1/2 and 3 | 1/2 | 3/8 | 3/8 | 1/4 |
| 4 and 5 | 5/8 | 1/2 | 1/2 | 3/8 |
| 6 | 3/4 | 1/2 | 5/8 | 1/2 |
| 8, 10 and 12 | 7/8 | 5/8 | 3/4 | 5/8 |

1. Size hanger rods, for piping over 12 inches in size and multiple line supports, based on a safety factor of five for the ultimate strength of the materials being used.

2. Secure hanger rods as follows: Install one nut under clevis, angle or steel member; one nut on top of clevis, angle or steel member; one nut inside insert or on top of upper hanger attachment and one nut and washer against insert or on lower side of upper hanger attachment. A total of four nuts are required for each rod, two at upper hanger attachment and two at hanger.

E. Vertical Piping:

- Support vertical risers of piping systems, by means of heavy duty hangers installed close to base of pipe risers, and by riser clamps with extension arms at intermediate floors, with the distance between clamps not to exceed 25 feet, unless otherwise specified. Support pipe risers in vertical shafts equivalent to the aforementioned. Install riser clamps above floor slabs, with the extension arms resting on floor slabs. Provide adequate clearances for risers that are subject to appreciable expansion and contraction, caused by operating temperature ranges.
- 2. Support extension arms of riser clamps, secured to risers to be insulated for cold service, 4 inches above floor slabs, to allow room for insulating and vapor sealing around riser clamps.
- F. Floor Supports: Install adjustable yoke rests with base flanges, for the support of piping, unless otherwise indicated on the Drawings. Install supports in a manner, which will not be detrimental to the building structure.
- G. Underground Pipe Supports: Firmly bed pipe laid underground, on solid ground along bottom of pipe. Install masonry piers for pipe laid in disturbed or excavated soil or where suitable bearing cannot be obtained. Support pipe, laid proximate to building walls in disturbed or excavated soil, or where suitable bearing cannot be obtained, by means of wall brackets or hold-fasts secured to walls in an approved manner.

3.02 UPPER HANGER ATTACHMENTS

A. General:

- 1. Secure upper hanger attachments to overhead structural steel, steel bar joists, or other suitable structural members.
- 2. Do not attach hangers to steel decks that are not to receive concrete fill.
- 3. Do not attach hangers to precast concrete plank decks less than 2-3/4 inches thick.
- 4. Do not use flat bars or bent rods as upper hanger attachments.
- B. Attachment to Steel Frame Construction: Provide intermediate structural steel members where required by pipe support spacing. Select steel members for use as intermediate supports based on a minimum safety factor of five.
 - Do not use drive-on beam clamps.
 - Do not support piping over 4 inches in size from steel bar joists. Secure upper hanger attachments to steel bar joists at panel points of joists.
 - 3. Do not drill holes in main structural steel members.
 - 4. Beam clamps, with tie rods as specified, may be used as upper hanger attachments for the support of piping, subject to clamp manufacturer's recommended limits.

C. Attachment to Concrete Filled Steel Decks:

- New Construction: Install metal deck ceiling bolts.
- 2. Existing Construction: Install welding studs (except at roof decks). Do not support a load in excess of 250 lbs from any single welded stud.
- 3. Do not attach hangers to decks less than 2-1/2 inches thick.
- D. Attachment to Cast-In-Place Concrete: Secure to overhead construction by means of cast-in-place concrete inserts.

- E. Attachment to Existing Cast-In-Place Concrete:
 - 1. For piping up to a maximum of 4 inches in size, secure hangers to overhead construction with self-drilling type expansion shields and machine bolts.
 - 2. Secure hangers to wall or floor construction with single unit expansion shields or self-drilling type expansion shields and machine bolts.
- F. Attachment to Cored Precast Concrete Decks (Flexicore, Dox Plank, Spancrete, etc.): Toggle bolts may be installed in cells for the support of piping up to a maximum of 2-1/2 inches in size.
- G. Attachment to Hollow Block or Hollow Tile Filled Concrete Decks:
 - 1. New Construction: Omit block or tile and pour solid concrete with cast-in-place inserts.
 - 2. Existing Construction: Break out block or tile to access, and install machine bolt anchors at highest practical point on side of web.
- H. Attachment to Waffle Type Concrete Decks:
 - 1. New Construction: Install cast-in-place inserts.
 - 2. Existing Construction: Install machine bolt expansion anchors at highest practical point on side of web.
- I. Attachment to Precast Concrete Tee Construction:
 - New Construction: Tee hanger inserts between adjacent flanges, except at roof deck without concrete fill.
 - 2. Existing Construction: Dual unit expansion shields in webs of tees. Install shields as high as possible in the webs.
 - a. Exercise extreme care in the field drilling of holes to avoid damage to reinforcing.
 - b. Do not use powder driven fasteners.

3.03 PIPING IN TUNNELS

A. Support piping in tunnels on adjustable stanchions, fabricated in accordance with the details on the Drawings, unless otherwise indicated. Install, secure and be responsible for the proper locations of all cast-in-place inserts and stanchion supports, in ample time so as not to delay construction Work. Secure tops of stanchions to overhead construction, as required and approved.

3.04 COMBINATION CLEVIS HANGER, PIPE INSULATION SHIELD AND VAPOR BARRIER JACKETED HIGH DENSITY INSULATING SADDLES

A. Install a combination clevis hanger, pipe insulation shield and vapor barrier jacketed high density insulating saddles, at all points of support for piping or tubing to be insulated for cold service. Furnish companion high density vapor barrier jacketed saddle pieces, of the same material, thickness and length, for installation over the top 180 degree surface of pipe or tubing, at each point of support where an insulated clevis hanger is utilized.

3.05 PIPE INSULATION SHIELDS

A. Unless otherwise specified, install a pipe insulation shield, at all points of support. Center shields on all hangers and supports outside of high density insulation insert, and install in such a manner so as not to cut, or puncture jacket.

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3.06 PIPE COVERING PROTECTION SADDLES

A. Install pipe covering protection saddles at all points of support, for steel piping 6 inches in size and larger, insulated with hot service insulation. Weld saddles to piping to insure movement with pipe.

END OF SECTION

PART 1 GENERAL

1.01 **SECTION INCLUDES**

- A. Pipe markers and accessories
- B. Pipe service identification tags

1.02 REFERENCES

A. ANSI A13.1 - Scheme for Identification of Piping Systems.

1.03 SUBMITTALS

A. Product Data: Catalog sheets, specifications and installation instructions for each item specified.

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. W.H. Brady Co., Milwaukee, WI.
- B. Emed Co., Buffalo, NY.
- C. Panduit Corp., Tinley Park, IL.
- D. Seton Nameplate Corp., New Haven, CT.

2.02 PIPE MARKERS AND ACCESSORIES

- A. Snap-on Marker: One piece wrap around type constructed of precoiled acrylic plastic with clear polyester coating, integral flow arrows, legend printed in alternating directions, 3/4 inch adhesive strip on inside edge, and 360 degree visibility.
- B. Strap-On Marker: Strip type constructed of precoiled acrylic plastic with clear polyester coating, integral flow arrows, legend printed in alternating directions, factory applied grommets, and pair of stainless steel spring fasteners.
- C. Stick-On Marker: Pressure sensitive adhesive backed type constructed of vinyl with clear polyester coating, and integral flow arrows for applications where flow arrow banding tape is not being used.
- D. Pipe Marker Legend and Color Field Sizes:

| OUTSIDE DIAMETER OF PIPE OR INSULATION (Inches) | LETTER SIZE (Inches) | LENGTH OF COLOR FIELD (Inches) |
|---|-------------------------|--------------------------------|
| 3/4 to 1-1/4 | 1/2 | 8 |
| 1-1/2 to 2 | 3/4 | 8 |
| 2-1/2 to 6 | 1-1/4 | 12 |
| 8 to 10 | 2-1/2 | 24 |
| Over 10 | 3-1/2 | 32 |
| | | |

- E. Banding Tapes: Pressure sensitive adhesive backed type constructed of vinyl with clear polyester coating.
 - 1. Plain Tape: Unprinted type; color to match pipe marker background.
 - 2. Flow Arrow Tape: Printed type with integral flow arrows; color to match pipe marker background.
- F. Pipe Size Labels: Pressure sensitive adhesive backed type constructed of vinyl with clear polyester coating, vertical reading pipe size in inches, and legend size matching adjacent pipe marker.

2.03 PIPE SERVICE IDENTIFICATION TAGS

- A. Type: No. 19 B & S gage brass, with 1/4 inch high pipe service abbreviated legend on one line, over 1/2 inch high pipe size legend in inches, both deep stamped and black filled; and 3/16 inch top hole for fastener.
- B. Size: 2 inch square tag.
- C. Fasteners: Brass "S" hook or brass jack chain of size as required for pipe to which tag is attached.

PART 3 EXECUTION

3.01 PREPARATION

- A. Complete testing, insulation and finish painting work prior to completing the Work of this Section.
- B. Clean pipe surfaces with cleaning solvents prior to installing piping identification.
- C. Remove dust from insulation surfaces with clean cloths prior to installing piping identification.

3.02 INSTALLATION

- A. Install the Work of this Section in accordance with the manufacturer's printed installation instructions, unless otherwise specified.
- B. Stick-On Pipe Markers:
 - 1. Install minimum of 2 markers at each specified location, 90 degrees apart on visible side of pipe.
 - 2. Encircle ends of pipe markers around pipe or insulation with banding tape with one inch lap. Use plain banding tape on markers with integral flow arrows, and flow arrow banding tape on markers without integral flow arrows.
- C. Pipe Size Labels: Install labels adjacent to each pipe marker and upstream from flow arrow. Install a minimum of 2 pipe size labels at each specified location, 90 degrees apart on visible side of pipe.
- D. Pipe Service Identification Tags: Attach tags to piping being identified with "S" hooks or jack chains.

3.03 PIPING IDENTIFICATION SCHEDULE

- A. Piping Identification Types:
 - 1. Piping or Insulation under 3/4 inch od: Pipe identification tags.

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- 2. Piping or Insulation 3/4 inch to 5-7/8 inch od: Snap-on marker or stick-on marker.
- 3. Piping or Insulation 6 inch od and Larger: Strap-on marker or stick-on marker.
- B. Identify exposed piping, bare or insulated, as to content, size of pipe and direction of flow, with the following exceptions:
 - 1. Piping in non-walk-in tunnels or underground conduits between manholes.
 - 2. Piping in furred spaces or suspended ceilings, except at valve access panels where valves and piping shall be identified as specified for exposed piping systems.
 - 3. Piping in finished spaces such as offices, class rooms, wards, toilet rooms, shower rooms and spaces as specified.
- C. Locate piping identification to be visible from exposed points of observation.
 - 1. Locate piping identification at valve locations; at points where piping enters and leaves a partition, wall, floor or ceiling, and at intervals of 20 feet on straight runs.
 - 2. Where 2 or more pipes run in parallel, place printed legend and other markers in same relative location.

3.04 VALVE IDENTIFICATION SCHEDULE

- A. Valve Service Identification Tags:
 - Tag control valves, except valves at equipment, with a brass tag fastened to the valve handle or stem, marked to indicate service and numbered in sequence for the following applications:
 - a. Domestic water valves controlling mains, risers and branch runouts.
 - b. Gas valves controlling mains, risers, and branch runouts.
 - c. Valves in sprinkler and fire standpipe systems, except hose valves.
- B. Valve Service Identification Charts:
 - 1. Provide 2 framed valve charts for each piping system specified to be provided with valve identification tags. Type charts on 8-1/2 x 11 inches heavy white bond paper, indicating valve number, service and location.
 - 2. Hang framed charts at locations as directed.

END OF SECTION

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PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Piping insulation
- B. Insulation jackets
- C. Adhesives, mastics, and sealers

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Through Penetration Firestops: Section 078400.
- B. Painting: Section 099103.
- C. Pipe Hangers and Supports: Section 220529.

1.03 ABBREVIATIONS

- A. FS: Federal Specification.
- B. K: Thermal Conductivity, i.e., maximum Btu per inch thickness per hour per square foot.
- C. pcf: Pounds per cubic foot.
- D. PVC: Polyvinylchloride.

1.04 SUBMITTALS

- A. Product Data: Manufacturer's catalog sheets, specifications and installation instructions for the following:
 - 1. Insulation Materials.
 - 2. Jacket Materials.

B. Quality Control Submittals:

- 1. Installers Qualification Data:
 - a. Name of each person who will be performing the Work, and their employer's name, business address and telephone number.
 - b. Furnish names and addresses of the required number of similar projects that each person has worked on which meet the qualifications.

1.05 QUALITY ASSURANCE

A. Qualifications: The persons installing the Work of this Section and their Supervisor shall be personally experienced in mechanical insulation work and shall have been regularly employed by a company installing mechanical insulation for a minimum of 5 years.

B. Regulatory Requirements:

 Insulation installed inside buildings, including laminated jackets, mastics, sealants and adhesives shall have a Fire Spread/Smoke Developed Rating of 25/50 or less based on ASTM E 84.

PART 2 PRODUCTS

2.01 PIPING INSULATION

- A. Fibrous Glass (Mineral Fiber) Insulation: Composed principally of fibers manufactured from rock, slag, or glass, with or without binders, and asbestos free.
 - 1. Preformed Pipe Insulation: Minimum density 3 pcf; ASTM C 547:
 - a. Class 1 (Suitable for Temperatures Up to 450 degrees F): K of 0.26 at 75 degrees F.
 - 2. Premolded Fitting Insulation: Minimum density 4.0 pcf, K of 0.26 at 75 degrees F; ASTM C 547, Class 1.
 - 3. Insulation Inserts for PVC Fitting Jackets: Minimum density 1.5 pcf, K of 0.28 at 75 degrees F; ASTM C 553, Type III.
 - a. Suitable for temperatures up to 450 degrees F.
- B. Flexible Elastomeric Foam Insulation:
 - FM tested and approved, meeting the following:
 - Maximum Water Vapor Transmission: 0.10 perm inch based on ASTM E 96, Procedure A.
 - b. K of 0.27 at 75 degrees F based on ASTM C 518 or C 177.
 - c. Fire Spread/Smoke Developed Rating: 25/50 or less based on ASTM E 84.
 - 2. Pipe Insulation: ASTM C 534, Type I.
 - 3. Polyethylene and polyolefin insulation is not acceptable.
- C. High Density Jacketed Insulation Inserts for Hangers and Supports:
 - 1. For Use with Fibrous Glass Insulation:
 - a. Cold Service Piping:
 - 1) Polyurethane Foam: Minimum density 4 pcf, K of 0.13 at 75 degrees F, minimum compressive strength of 125 psi.
 - b. Hot Service Piping:
 - Calcium Silicate: Minimum density 15 pcf, K of 0.50 at 300 degrees F; ASTM C 533.
 - 2) Perlite: Minimum density 12 pcf, K of 0.60 at 300 degrees F; ASTM C 610.
 - 2. For Use with Flexible Elastomeric Foam Insulation: Hardwood dowels and blocks, length or thickness equal to insulation thickness, other dimensions as specified or required.

D. Cements:

- 1. Fibrous Glass Thermal Insulating Cement: Asbestos free; ASTM C 195.
- Fibrous Glass Hydraulic Setting Thermal Insulating and Finishing Cement: ASTM C 449/C 449M.

2.02 INSULATION JACKETS

- A. Laminated Vapor Barrier Jackets for Piping: Factory applied by insulation manufacturer, conforming to ASTM C 1136, Type I.
 - 1. Type I: Reinforced white kraft and aluminum foil laminate with kraft facing out.
 - a. Pipe Jackets: Furnished with integral 1-1/2 inch self sealing longitudinal lap, and separate 3 inch wide adhesive backed butt strips.
 - 2. Laminated vapor barrier jackets are not required for flexible elastomeric foam insulation.
- B. Canvas Jackets: Cotton duck, fire retardant, complying with NFPA 701, 4 oz or 6 oz per sq yd as specified.
- C. Premolded PVC Fitting Jackets:
 - Constructed of high impact, UV resistant PVC.

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- a. ASTM D 1784, Class 14253-C.
- b. Working Temperature: 0-150 degrees F.
- D. Under Lavatory Piping Protection Cover: ADA compliant.
 - Construction: 1/8 inch thick chemical, microbial, and fungal resistant, injection molded smooth PVC vinyl with internal ribs.
 - Fasteners: Reusable, finger press internal fasteners presenting no sharp or abrasive external surfaces.
 - 3. Cover Trimming: Tear on internal, dimensioned tear lines for proper fit.
 - 4. Kit includes covering for 8 inch tailpiece-trap, 8 inch waste arm, hot and cold water supplies and valves, and required fasteners.
 - 5. Acceptable Covers:
 - a. Lav Guard 2, E-Z Series by IPS Corp., 202 Industrial Park Lane, Collierville, TN 38017, (800) 340-5969, www.truebro.com.
 - b. Pro-Extreme Series by Plumberex, P.O. Box 1684, Palm Springs, CA 92263, (800) 475-8629, www.plumberex.com.

2.03 ADHESIVES, MASTICS, AND SEALERS

- A. Lagging Adhesive (Canvas Jackets): Childers' CP-50AMV1, Epolux's Cadalag 336, Foster's 30-36.
- B. Vapor Lap Seal Adhesive (Fibrous Glass Insulation): Childers' CP-82, Epolux's Cadoprene 400, Foster's 85-60 or 85-20.
- C. Vapor Barrier Mastic(Fibrous Glass Insulation): Permeance shall be .03 perms or less at 45 mils dry per ASTM E 96. Childers' CP-34, Epolux's Cadalar 670, Foster's 30-65.
- D. Adhesive (Flexible Elastomeric Foam): Armstrong's 520, Childers' CP-82, Epolux's Cadoprene 488, Foster's 85-75. 5 gallon cans only
- E. Adhesive (Fiberglass Duct Liner): Childers' Chil Quick CP-127, Foster Vapor Fas 85-60. Must comply with ASTM C 916, Type II
- F. Weather Barrier Breather Mastic (Reinforcing Membrane): Childers' VI-CRYL CP-10/11, Foster's Weatherite 46-50.
- G. Sealant (Metal Pipe Jacket): Non hardening elastomeric sealants. Foster Elastolar 95-44, Childers Chil Byl CP-76, Pittsburgh Corning 727
- H. Reinforcing Membrane: Childers' Chil Glas #10, Foster Mast a Fab, Pittsburgh Corning PC 79

PART 3 EXECUTION

3.01 PREPARATION

- A. Perform the following before starting insulation Work:
 - 1. Install hangers, supports and appurtenances in their permanent locations.
 - Complete testing of piping.
 - 3. Clean and dry surfaces to be insulated.

3.02 INSTALLATION, GENERAL

A. Install the Work of this Section in accordance with the manufacturer's printed installation instructions unless otherwise specified.

- B. Provide continuous piping insulation and jacketing when passing thru interior wall, floor, and ceiling construction.
 - 1. At Through Penetration Firestops: Coordinate insulation densities with the requirements of approved firestop system being installed. See Section 078400.
 - a. Insulation densities required by approved firestop system may vary with the densities specified in this Section. When this occurs use the higher density insulation.
- C. Do not intermix different insulation materials on individual runs of piping.
- D. All water, soil, and waste piping exposed to freezing temperatures shall be protected from freezing by insulation, heat, or both. This included piping in unheated garages, building overhangs, and exposed storm piping.

3.03 INSTALLATION AT HANGERS AND SUPPORTS

- A. Reset and realign hangers and supports if they are displaced while installing insulation.
- B. Install high density jacketed insulation inserts at hangers and supports for insulated piping.
- C. Insulation Inserts For Use with Fibrous Glass Insulation:
 - 1. Where clevis hangers are used, install insulation shields and high density jacketed insulation inserts between shield and pipe.
 - a. Where insulation is subject to compression at points over 180 degrees apart, e.g. riser clamps, U-bolts, trapezes, etc.; fully encircle pipe with 2 protection shields and 2 high density jacketed fibrous glass insulation inserts within supporting members.
 - 1) Exception: Locations where pipe covering protection saddles are specified for hot service piping, 6 inch and larger.
- D. Insulation Inserts For Use with Flexible Elastomeric Foam Insulation:
 - Where clevis hangers are used, install insulation shields with hardwood filler pieces, same thickness as adjoining insulation, inserted in undersized die cut or slotted holes in insulation at support points.
 - 2. Contour hardwood blocks to match the curvature of pipe, and shield.
 - 3. Coat dowels and blocks with insulation adhesive, and insert while still wet.
 - 4. Vapor seal outer surfaces of dowels and blocks with adhesive after insertion.
 - 5. Install filler pieces as follows:

| PIPE/TUBING SIZE | FILLER PIECES | POSITION |
|------------------|-------------------------|---|
| Thru 1-1/2" | 2 dowel plugs | 6 o'clock; in tandem |
| 2" thru 4" | 1 block, 2 dowel plugs | 6 o'clock, and 4 & 8 o'clock respectively |
| 6" thru 8" | 2 blocks, 4 dowel plugs | 6 o'clock; in tandem and 4 & 8 o'clock; in tandem |
| | | |

3.04 INSTALLATION OF FIBROUS GLASS COLD SERVICE INSULATION

- A. Install insulation materials with a field or factory applied ASTM C 1136 Type I laminated vapor barrier jacket, unless otherwise specified.
- B. Piping:
 - 1. Butt insulation joints together, continuously seal minimum 1-1/2 inch wide self-sealing longitudinal jacket laps and 3-inch wide butt adhesive backed strips.

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- a. Substitution: 3 inch wide pressure sensitive sealing tape, of same material as jacket, may be used in lieu of butt strips.
- 2. Bed insulation in a 2-inch wide band of vapor barrier mastic, and vapor seal exposed ends of insulation with vapor barrier mastic at each butt joint between pipe insulation and equipment, fittings or flanges at the following intervals:
 - a. Horizontal Pipe Runs: 21 ft.
 - b. Vertical Pipe Runs: 9 ft.
- C. Fittings, Valves, Flanges and Irregular Surfaces:
 - 1. Insulate with mitre cut or premolded fitting insulation of same material and thickness as pipe insulation.
 - Secure insulation in place with 16-gage wire, with ends twisted and turned down into insulation.
 - 3. Butt insulation against pipe insulation and bond with joint sealer.
 - 4. Insulate valves up to and including bonnets, without interfering with packing nuts.
 - 5. Apply leveling coat of insulating cement to smooth out insulation and cover wiring.
 - 6. When insulating cement has dried, seal fitting, valve and flange insulation, by imbedding a layer of reinforcing membrane or 4 oz. canvas jacket between 2 flood coats of vapor barrier mastic, each 1/8 inch thick wet.
 - 7. Lap reinforcing membrane or canvas on itself and adjoining pipe insulation at least 2 inches.
 - 8. Trowel, brush or rubber glove outside coat over entire insulated surface.
 - 9. Exceptions:
 - a. Type C and D Piping Systems: Valves, fittings and flanges may be insulated with premolded PVC fitting jackets, with fibrous glass insulation inserts.
 - Additional insulation inserts are required for services with operating temperatures under 45 degrees F or where insulation thickness exceeds 1-1/2 inches. The surface temperature of PVC fitting jacket must not go below 45 degrees F.

3.05 INSTALLATION OF FIBROUS GLASS HOT SERVICE INSULATION

- A. Install insulation materials with field or factory applied ASTM C 1136 Type I laminated vapor barrier jacket unless otherwise specified.
- B. Canvas Jackets on Piping, Fittings, Valves, Flanges, Unions, and Irregular Surfaces:
 - 1. For Piping 2 inch Size and Smaller: 4 oz per sq yd unless otherwise specified.
 - 2. For Piping Over 2 inch Size: 6 oz per sg yd unless otherwise specified.
- C. Piping:
 - Butt insulation joints together, continuously seal minimum 1-1/2 inch wide self-sealing longitudinal jacket laps and 3-inch wide adhesive backed butt strips.
 - a. Substitution: 3 inch wide pressure sensitive sealing tape, of same material as the jacket, may be used in lieu of butt strips.
 - 2. Fill voids in insulation at hanger with insulating cement.
 - 3. Exceptions:
 - a. Piping in Accessible Shafts, Attic Spaces, Crawl Spaces, Unfinished Spaces and Concealed Piping: Butt insulation joints together and secure minimum 1-1/2 inch wide longitudinal jacket laps and 3 inch wide butt strips of same material as jacket, with outward clinching staples on maximum 4 inch centers. Fill voids in insulation at hangers with insulating cement.
- D. Fittings, Valves, Flanges and Irregular Surfaces:
 - Insulate with mitre cut or premolded fitting insulation of same material and thickness as insulation.

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- 2. Secure in place with 16-gage wire, with ends twisted and turned down into insulation.
- Butt fitting, valve and flange insulation against pipe insulation, and fill voids with insulating cement.
- Insulate valves up to and including bonnets, without interfering with packing nuts.
- 5. Apply leveling coat of insulating cement to smooth out insulation and cover wiring.
- 6. After insulating cement has dried, coat insulated surface with lagging adhesive, and apply 4 oz or 6 oz canvas jacket as required by pipe size.
 - a. Lap canvas jacket on itself and adjoining pipe insulation at least 2 inches.
 - b. Size entire canvas jacket with lagging adhesive.
- 7. Exceptions:
 - a. In Types E, and F Service Piping Systems: Valves, fittings and flanges may be insulated with premolded PVC fitting jackets, with fibrous glass insulation inserts.
 - Additional insulation inserts are required for services with operating temperatures over 250 degrees F or where insulation thickness exceeds 1-1/2 inches. The surface temperature of PVC fitting jacket must not exceed 150 degrees F.
 - b. In Types E, and F Service Piping Systems: Insulate fittings, valves, and irregular surfaces 3 inch size and smaller with insulating cement covered with 4 oz or 6 oz canvas jacket as required by pipe size.
 - 1) Terminate pipe insulation adjacent to flanges and unions with insulating cement, trowelled down to pipe on a bevel.
 - c. Fittings, Valves, Flanges, and Irregular Surfaces In Concealed Piping, Piping in Accessible Shafts, Attic Spaces, Crawl Spaces, Unfinished Rooms, Unfinished Spaces, and Tunnels: Sizing of canvas surface is not required.

3.06 INSTALLATION OF FLEXIBLE ELASTOMERIC FOAM INSULATION

- A. Where possible, slip insulation over the pipe, and seal butt joints with adhesive.
 - 1. Where the slip-on technique is not possible, slit the insulation and install.
 - 2. Re-seal with adhesive, making sure the mating surfaces are completely joined.
- B. Insulate fittings and valves with miter cut sections. Use templates provided by the manufacturer, and assemble the cut sections in accordance with the manufacturer's printed instructions.
 - 1. Insulate threaded fittings and valves with sleeved fitting covers. Over lap and seal the covers to the adjoining pipe insulation with adhesive.
- C. Carefully mate and seal with adhesive all contact surfaces to maintain the integrity of the vapor barrier of the system.
- D. Piping Exposed Exterior to a Building, Totally Exposed to the Elements:
 - 1. Apply flexible elastomeric foam insulation to piping with adhesive.
 - 2. Apply reinforcing membrane around piping insulation with adhesive or mastic.
 - 3. Adhesive Applied System: Apply 2 coats of finish. See Section 099103.
 - 4. Mastic Applied System: Apply another coat of mastic over reinforcing membrane.

3.07 INSTALLATION OF SHEET METAL JACKETING ON PIPING

- A. Secure jacketing to insulated piping with preformed aluminum snap straps and stainless steel strapping installed with special banding wrench.
- B. Jacket exposed insulated fittings, valves and flanges with mitred sections of aluminum jacketing.
 - 1. Seal joints with sealant and secure with preformed aluminum bands.

3.08 FIELD QUALITY CONTROL

A. Field Samples: The Director's Representative, may at their discretion, take field samples of installed insulation for the purpose of checking materials and application. Reinsulate sample cut areas.

3.09 PIPING INSULATION SCHEDULE

- A. Insulate all cold service and hot service piping, and appurtenances except where otherwise specified.
- B. Schedule of Items Not to be Insulated:
 - 1. Chrome plated piping, unless otherwise specified.
 - 2. Exposed piping in finished spaces, serving one fixture, or piece of equipment, and which connection from the main, branch, or riser, is 24 inches or less in length.
 - 3. Water heater blow-off piping.
 - 4. Air vents, pressure reducing valves, pilot lines, safety valves, relief valves.
 - 5. Water meters.
 - 6. Piping buried in the ground, unless otherwise specified herein.
 - 7. Items installed by others, unless otherwise specified herein.
 - 8. Sanitary drainage piping, unless otherwise specified herein.
 - 9. Mechanical equipment with factory applied steel jacket.
 - 10. Hot service piping 81 degrees F to 104 degrees F.
 - 11. Flanges and unions in Type E, F, and G service piping systems.
 - 12. Sprinkler and standpipe piping, unless otherwise specified.

3.10 COLD SERVICE INSULATION MATERIAL SCHEDULE

| TYPE | SERVICE AND TEMPERATURES | INSULATION MATERIAL | PIPE SIZES (INCHES) | MINIMUM (NOMINAL) INSULATION THICKNESS (INCHES) |
|------|--|---|-------------------------------|---|
| С | Fluids (except domestic cold water) 40 F to 80 F. | Flex. Elastomeric Foam or Fibrous Glass | 1-1/2 & less Over 1-1/2 | 1 1-1/2 |
| D | Domestic cold water, and as specified. 33 F to 80 F. | Flex. Elastomeric Foam or Fibrous Glass | All Sizes | 1/2 |
| | | | | |

A. NOTES:

- 1. Sprinkler and Standpipe Piping (First 10 feet connected to domestic water main within building): Insulate with same materials and thicknesses specified for domestic cold water.
- Roof Drain Bodies Below Roof, Horizontal Conductor Piping Including Drops, and First
 Fitting on Vertical conductor: Insulate with same materials and thicknesses specified for
 domestic cold water.
- 3. Piping Serving Handicapped Accessible Lavatories:
 - a. Insulate exposed hot and cold water supply, and waste piping with under lav piping protection cover. Install fasteners thru each pair of holes in insulated safety wrap.

3.11 HOT SERVICE INSULATION MATERIAL SCHEDULE

| | SERVICE AND TEMPERATURES | INSULATION MATERIAL | PIPE SIZES (INCHES) | MINIMUM (NOMINAL) INSULATION THICKNESS (INCHES) |
|---|---|---|-------------------------------|---|
| E | Water and other fluids 105 F to140 F. | Flex. Elastomeric Foam or Fibrous Glass | 1-1/2 & Less Over 1-1/2 | 1 |
| F | Water and other fluids 141 F to 250 F. | Fibrous Glass | 6 & Less 8 & Up | 2 2-1/2 |

3.12 SCHEDULE OF METAL JACKETING FOR INSULATED PIPE

- A. Piping Exterior to Building: Jacket insulated piping with circumferentially corrugated aluminum jacketing.
 - 1. Lap longitudinal and circumferential joints a minimum of 2 inches.
 - 2. Secure jacketing in place with 1/2 inch x 0.020 inch thick aluminum bands secured with aluminum wing type seals, on maximum 12 inch centers.
 - 3. Cover insulated fittings, valves, and offsets with mitered sections of jacketing. Seal joints with metal pipe jacket sealant, and secure with aluminum strapping and wing seals.
 - 4. Factory fabricated, preformed fitting covers of same material as jacketing may be used instead of mitered jacketing.
 - 5. Install jacketing so as to avoid trapping condensation and precipitation.

END OF SECTION

PART 1 GENERAL

1.01 SUBMITTALS

A. Quality Control Submittals

1. Test Reports (Field Tests): Submit data for each system tested, and/or disinfected; include date performed, description, and test results for each system.

1.02 QUALITY ASSURANCE

A. Regulatory Requirements:

- 1. Perform factory testing of factory fabricated equipment in complete accordance with the agencies having jurisdiction.
- 2. Perform field testing of piping systems in complete accordance with the local utilities and other agencies having jurisdiction and as specified.

1.03 PROJECT CONDITIONS

A. Protection: During test Work, protect controls, gages and accessories which are not designed to withstand test pressures. Do not utilize permanently installed gages for field testing of systems.

1.04 SEQUENCING AND SCHEDULING

- A. Transmit written notification of proposed date and time of operational tests to the Director's Representative at least 5 days in advance of such tests.
- B. Perform cleaning and testing Work in the presence of the Director's Representative.
- C. Pressure test piping systems inside buildings, at the roughing-in stage of installation, before piping is enclosed by construction Work, and at other times as directed. Perform test operations in sections as required and directed, to progress the Work in a satisfactory manner and not delay the general construction of the building. Valve or cap-off sections of piping to be tested, utilizing valves required to be installed in the permanent piping systems, or temporary valves or caps as required to perform the Work.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Test Equipment and Instruments: Type and kind as required for the particular system under test.
- B. Test Media (air, vacuum, water): As specified for the particular piping or system under test.
- C. Cleaning Agent (water): As specified for the particular piping, apparatus or system being cleaned.

PART 3 EXECUTION

3.01 PRELIMINARY WORK

A. Thoroughly clean pipe and tubing prior to installation. During installation, prevent foreign matter from entering systems. Prevent if possible and remove stoppages or obstructions from piping and systems.

3.02 PRESSURE TESTS - PIPING

A. Piping shall be tight under test and shall not show loss in pressure or visible leaks, during test operations or after the minimum duration of time as specified. Remove piping which is not tight under test; remake joints and repeat test until no leaks occur.

B. Water Systems:

- Domestic water (potable cold, domestic hot and recirculation) inside buildings:
 - a. Before fixtures, faucets, trim and accessories are connected, perform hydrostatic test at 125 psig minimum for 4 hours.
 - b. After fixtures, faucets, trim and accessories are connected, perform hydrostatic retest at 75 psig for 4 hours.
- C. Gas Piping: Before backfilling or concealment perform air test of duration and pressure as required by the local gas company. However, for gas piping designed for pressures of from 4 inches to 6 inches water column, air test at 15 inches Hg for one hour, without drop in pressure. Test gas piping with air only. Check joints for leaks with soap suds.

D. Air Piping:

- 1. Compressed Air: Test with air at 150 psig for one hour.
- 2. Check joints for leaks with soap suds.
- E. Vacuum Piping: Perform air test at 150 psig for one hour, followed by a vacuum test of 25 inches Hg for one hour, during which time the mercury shall remain stationary for the last 30 minutes of test.
- F. Gasoline Piping: As Specified under the Section entitled "Fuel Dispensing System".
- G. Drainage, Vent, Conductor and Roof Drain Piping (Inside Buildings): Perform tests before fixtures are installed. Test by filling the entire system with water, and allowing to stand for 3 hours, with no noticeable loss of water. Test joints under a minimum head of 10 feet of water, except the uppermost section. Test the uppermost section to overflowing.

3.03 TESTING OF EQUIPMENT, APPARATUS AND APPURTENANCES

A. Relief Valves: Increase pressure in equipment or apparatus to relief valve setting, to test opening of valves at required relief pressures.

3.04 DISINFECTION OF POTABLE WATER SYSTEMS

- A. Disinfect potable water pipe and equipment installed in the Work of this Contract.
 - 1. Completely fill the piping, including water storage equipment if installed, with a water solution containing 50 mg/L available chlorine, and allow stand for 24 hours. Operate all valves during this period to assure their proper disinfection.
 - 2. After the retention period, discharge the solution to an approved waste and flush the system thoroughly with water until substantially all traces of chlorine are removed. Drain and flush water storage equipment if installed.
- B. Connect plumbing fixtures and equipment and place the system into service. Prevent recontamination of the piping during this phase of the Work.

END OF SECTION

PART 1 GENERAL

1.01 **SECTION INCLUDES**

A. Domestic water piping and fittings

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Through Penetration Firestops: Section 078400.
- B. Sealants: Section 079200.

1.03 SUBMITTALS

A. Product Data:

- 1. Catalog sheets and specifications indicating manufacturer name, type, applicable reference standard, schedule, or class for specified pipe and fittings.
- Material Schedule: Itemize pipe and fitting materials for each specified application in Pipe and Fittings Schedule in Part 3 of this Section. Where optional materials are specified indicate option selected.

B. Quality Control Submittals

 Copy of hydraulic press fitting manufacturer's printed field inspection procedures for hydraulic press joints in domestic tubing.

PART 2 PRODUCTS

2.01 COPPER AND BRASS PIPE, TUBING AND FITTINGS

- A. Copper Tube, Types K, L, and M: ASTM B 88.
- B. Wrot Copper Tube Fittings, Solder Joint: ASME B16.22.
- C. Cast Copper Alloy Tube Fittings, Solder Joint: ASME B16.18.
- D. Drainage Tube, Type DWV: ASTM B 306.
- E. Wrot Copper Drainage Tube Fittings, Solder Joint: ASME B16.29.
- F. Cast Copper Alloy Drainage Fittings, Solder Joint: ASME B16.23.
- G. Unions: Cast bronze, 150 lb Class, bronze to bronze seats, threaded or solder joint.
- H. Plumber's Tube: Seamless, semi-annealed, minimum 65 percent copper, No. 18 B & S Gage.
- I. Flared Tube Fittings:
 - 1. Water Tube Type: ASME B16.26.
- J. Flanges: Conform to the Standards for fittings used in systems.
 - 1. Brazing Flanges: ASME B16.24, hubs modified for brazing ends.

2.02 HYDRAULIC PRESS FITTINGS FOR COPPER TUBING

- A. Acceptable Fittings:
 - 1. ProPress by Viega, 301 N. Main, Wichita, KS 67202, (877) 843-4262, www.viega.com.
 - 2. Operating Conditions:

- a. Maximum Operating Pressure: 200 psi.
- b. Operating Temperature Range: 0-250 degrees F.
- c. Maximum Test Pressure: 600 psi.
- d. Maximum Vacuum: 29.2 inches hg @ 68 degrees F.

3. Features:

- a. Fittings: Copper and copper alloy conforming to material requirements of ASME B16.18 or ASME B16.22.
 - 1) Stainless Steel Grip Ring: Adds strength to the joint without collapsing the interior passageway
- b. No flame for soldering required for installation of fittings and valves.
- c. Unpressed connections identified during pressure testing when water flows past sealing element.
- d. Sealing Elements: Factory installed, EPDM.
- e. Fittings that have been pressed can be rotated. If rotated more than 5 degrees, the fitting must be repressed to restore its resistance to rotational movement.
- f. Extended fitting end lead allows for twice the retention grip surface, and assists with proper tube alignment.
- g. Soldered adapter fittings are not allowed.

2.03 COUPLINGS AND FITTINGS FOR GROOVED END PIPE

- A. Couplings: Grinnell Corp.'s Rigidlok Fig. 7401, or Victaulic Co.'s Style 107, having minimum pressure rating of:
 - 1. 750 psi from 1-1/2 inch to 4 inch.
 - 2. 700 psi for 6 inch.
 - 3. 600 psi for 8 inch.
 - 4. Couplings: Gustin-Bacon Inc.'s No. 100 Gruvagrips, or Victaulic Co.'s Style 77, having pressure rating of:
 - a. 1000 psi for 3/4 inch to 6 inch.
 - b. 800 psi for 8 inch to 12 inch.
 - c. 300 psi for 14 inch to 24 inch.
 - 5. Fittings: By same manufacturer as couplings, having pressure ratings equal to or greater than couplings. Comply with the following standards:
 - a. Steel: ASTM A 53 or A 106, Grade B.
 - b. Malleable Iron: ASTM A 47.
 - c. Ductile Iron: ASTM A 536.

2.04 JOINING AND SEALANT MATERIALS

- A. Thread Sealant:
 - 1. LA-CO Industries', Slic-Tite Paste with Teflon.
 - 2. Loctite Corp.'s No. 565 Thread Sealant.
 - 3. Thread sealants for potable water shall be NSF approved.
- B. Solder: Solid wire type conforming to the following:
 - Type 3: Lead-free tin-silver solder (ASTM B 32 Alloy Grade E, AC, or HB); Engelhard Corp.'s Silvabrite 100, Federated Fry Metals' Aqua Clean, or J.W. Harris Co. Inc.'s Stay-Safe Bridgit.
- C. Soldering Flux for Soldered Joints: All-State Welding Products Inc.'s Duzall, Engelhard Corp.'s General Purpose Liquid or Paste, Federated Fry Metals' Water Flow 2000, or J.W. Harris Co. Inc.'s Stay-Clean.

- D. Gaskets For Use With Ductile Iron Water Pipe and Cast Iron Drainage Pipe: Synthetic rubber rings (molded or tubular): Clow Corp.'s Belltite, Tyler Pipe Industries Inc.'s Ty-Seal, or U.S. Pipe and Foundry Co.'s Tyton.
- E. Flange Gasket Material:
 - 1. For Use with Cold Water: 1/16 inch thick rubber.
 - 2. For Use with Hot Water, or Air: Waterproofed non-asbestos ceramic or mineral fiber, or a combination of metal and water-proofed non-asbestos ceramic or mineral fiber, designed for the temperatures and pressures of the piping systems in which installed.
- F. Gaskets For Use With Grooved End Pipes and Fittings: Type and materials as recommended and furnished by the fitting manufacturer, for the service of piping system in which installed.

2.05 DIELECTRIC CONNECTORS

- A. Dielectric Fitting: Bronze ball valve with end connections and pressure rating to match associated piping.
 - 1. Nipples with inert non-corrosive thermoplastic linings are not acceptable.
 - Flange Electrical Insulation Kit: Consisting of dielectric sleeves and washers, and dielectric gasket.
 - a. Rated 150 psi at 250 degrees F: ANSI Class 150, full faced neoprene gasket with bolt holes, double phenolic washers, and mylar sleeves; Model 150 by APS, Lafayette, LA 70596, (337) 233-6116.

2.06 PIPE SLEEVES

- A. Type A: Schedule 40 steel pipe.
- B. Type B: No. 16 gage galvanized sheet steel.
- C. Type C: Schedule 40 steel pipe with 1/4 inch steel collar continuously welded to pipe sleeve. Size steel collars as required to span a minimum of one cell or corrugation, on all sides of the rough opening thru the metal deck.
- D. Type D: No. 16 gage galvanized sheet steel with 16 gage sheet steel metal collar rigidly secured to sleeve. Size metal collars as required to span a minimum of one cell or corrugation, on all sides of the rough opening thru the metal deck.

2.07 FLEXIBLE CONNECTIONS

- A. Underground Application:
 - 1. Acceptable Companies:
 - a. Titeflex Inc., Springfield, MA.
 - b. Flex-ing, Sherman, TX.
 - 2. Features:
 - a. Construction: Stainless steel innercore covered with braided Type 304 stainless steel outer jacket.
 - b. UL listed for underground fuel storage tank systems.
 - c. Permanently crimped stainless steel collars with one threaded end and one threaded swivel end.
- B. Underground or Above Ground Application:
 - Acceptable Companies:
 - a. Titeflex Inc., Springfield, MA.
 - b. Flex-ing, Sherman, TX.

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2. Features:

- a. Construction: Convoluted, Type 321 stainless steel inner core, minimum .012 inch wall thickness covered with braided Type 304 stainless steel outer jacket.
- b. UL listed for above ground and underground use.
- c. Factory installed male swivel on one end.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install piping at approximate locations indicated, and at maximum height.
- B. Install piping clear of door swings, and above sash heads.
- C. Make allowances for expansion and contraction.
- D. Allow for a minimum of one inch free air space around pipe or pipe covering, unless otherwise specified.
- E. Install horizontal piping with a constant pitch, and without sags or humps.
 - 1. Water Piping: Pitch 1/4 inch per 10 feet upward in direction of flow, unless otherwise noted. If it is not possible to maintain constant pitch, establish a new low point and continue. At the low point, provide a 1/2 inch drip leg and gate valve with a hose bibb end. Provide an air vent at the high point.
- F. Install vertical piping plumb.
- G. Use fittings for offsets and direction changes, except for Type K soft annealed copper temper water tube.
- H. Cut pipe and tubing ends square; ream before joining.

3.02 DOMESTIC WATER PIPING SYSTEM

- A. Connect runouts to the upper quadrant of the main, and run upward at not less than 45 degrees before extending laterally.
- B. Make final connections to plumbing fixtures and equipment with unions, or flanges:
 - 1. Do not use unions in ferrous piping larger than 3 inches.
 - 2. Do not use unions in brass or copper piping larger than 2 inches.

3.03 PIPE JOINT MAKE-UP

- A. Soldered Joint: Thoroughly clean tube end and inside of fitting with emery cloth, sand cloth, or wire brush. Apply flux to the pre-cleaned surfaces. Install fitting, heat to soldering temperature, and join the metals with type solder specified. Remove residue.
- B. Flanged Pipe Joint:
 - 1. Install threaded companion flanges on steel pipe; flanges on galvanized pipe are not required to be galvanized.
 - 2. Provide a gasket for each joint.
 - a. Hot Water Pipe Gasket: Coat with a thin film of oil before making up joint.
 - b. Air Pipe Gasket: Coat with a thin film of oil before making up joint.
 - 3. Coat bolt threads and nuts with anti-seize lubricant before making up joint.

- C. Grooved Pipe Joint: Roll groove pipe ends, make up joint with grooved end fittings and couplings, in conformance with the manufacturer's printed installation instructions.
 - 1. Cut grooved end piping is not acceptable.
- D. Mechanical Joint: Make up joint in conformance with the manufacturer's printed installation instructions, with particular reference to tightening of bolts.
- E. Polyethylene Containment Pipe Joint: Follow manufacturer's printed installation instructions.
- F. High Density Polyethylene Pipe Joint (HDPE): Follow manufacturer's printed installation instructions.
- G. Hydraulic Pressed Joint: Follow manufacturer's printed installation instructions.
- H. Dissimilar Pipe Joint:
 - 1. Joining Bell and Spigot and Threaded Pipe: Install a half coupling on the pipe or tube end to form a spigot, and calk into the cast iron bell.
 - 2. Joining Dissimilar Threaded Piping: Make up connection with a threaded coupling or with companion flanges.
 - 3. Joining Dissimilar Non-Threaded Piping: Make up connection with adapters recommended by the manufacturers of the piping to be joined.
 - 4. Joining Galvanized Steel Pipe and Copper Tubing: Make up connection with a dielectric connector.
 - 5. Joining FRP and Threaded Pipe: Make up connection with adapters as recommended by manufacturers of piping being joined.

3.04 PIPING PENETRATIONS

CONSTRUCTION

A. Sleeve Schedule: Unless otherwise shown, comply with the following schedule for the type of sleeve to be used where piping penetrates wall or floor construction:

| | | 3LLL1L 1 1 1 L |
|----|---|----------------|
| a. | Frame construction. | None Required |
| b. | Foundation walls. | A* |
| C. | Non-waterproof interior walls. | B* |
| d. | Non-waterproof interior floors on metal decks. | D* |
| e. | Non-waterproof interior floors not on metal decks. | B* |
| f. | Floors not on grade having a floor drain. | Α |
| g. | Floors over mechanical equipment, steam service, machine, and boiler rooms. | Α |
| h. | Floors finished or to be finished with latex composition or terrazzo, and on metal decks. | D* |
| i. | Floors finished or to be finished with latex composition or terrazzo, and not on metal decks. | Α |
| j. | Earth supported concrete floors. | None Required |
| k. | Exterior concrete slabs on grade. | Α |
| l. | Fixtures with floor outlet waste piping. | None Required |
| m. | Metal roof decks. | С |
| n. | Non-metal roof decks. | Α |
| 0. | Waterproof floors on metal decks. | D |
| p. | Waterproof floors not on metal decks. | Α |

SLEEVE TYPE

q. Waterproof walls.

Α

*Core drilling is permissible in lieu of sleeves where marked with asterisks.

- B. Diameter of Sleeves and Core Drilled Holes:
 - Unless otherwise specified, size holes thru floors and walls in accordance with the through penetration fire stopping system being used.
 - 2. Size holes thru exterior walls or waterproofed walls above inside earth or finished floors, and exterior concrete slabs in accordance with the following:
 - a. Uninsulated (Bare) Pipe: Inside diameter of sleeve or core drilled hole 1/2 inch greater than outside diameter of pipe, unless otherwise specified.
 - b. Insulated Pipe: Inside diameter of sleeve or core drilled hole 1/2 inch greater than outside diameter of insulation, unless otherwise specified.
 - Mechanical Modular Seals: Size holes in accordance with the manufacturer's recommendations.
 - 3. Size holes for sprinkler and fire standpipe piping in accordance with NFPA 13.
- C. Length of Sleeves (except as shown otherwise on Drawings):
 - 1. Walls and Partitions: Equal in length to total finished thickness of wall or partition.
 - 2. Floors with Finish: Equal in length to total finished thickness of floor and extending 1/2 inch above the finished floor level, except as follows:
 - In furred spaces at exterior walls, extend sleeve one inch above the finished floor level.
 - 3. Exterior Concrete Slabs: Equal in length to total thickness of slab and extending 1/2 inch above the concrete slab.
 - 4. Roofs: Equal in length to the total thickness of roof construction, including insulation and roofing materials, and extending one inch above the finished roof level.
- D. Packing of Sleeves and Core Drilled Holes:
 - Unless otherwise specified, pack sleeves or cored drilled holes in accordance with Section 078400 - FIRESTOPPING.
 - Pack sleeves in exterior walls or waterproofed walls above inside earth or finished floors with oakum to within 1/2 inch of each wall face, and finish both sides with Type 1C (one part) sealant. See Section 079200.
 - a. Mechanical modular seals may be used in lieu of packing and sealant for sleeves and core drilled holes.
 - 3. Pack sleeves in exterior concrete slabs with oakum to full depth, and within 1/2 inch of top of sleeve and finish the remainder with sealant. See Section 079200.
 - a. Sealant Types:
 - 1) Piping Conveying Materials up to 140 degrees F other than Motor Fuel Dispensing System Piping: Type 1C (one part).
 - b. Mechanical modular seals may be used in lieu of packing and sealant for sleeves and core drilled holes.
- E. Weld metal collars of Type C and D sleeves to the upper surface of the metal deck. Seal voids under the metal collar as recommended by the manufacturer of the metal deck.

3.05 PIPE AND FITTING SCHEDULE

- A. Where options are given, choose only one option for each piping service. No deviations from the selected option will be allowed.
- B. Domestic Water (Above Ground):
 - 1. 3 inch and Under: Type L hard drawn copper tube, with cast copper alloy or wrot copper solder type fittings, and joints made up with Type 3 solder, or hydraulic press joints.

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- 2. 4 inch and Over: Coated ductile iron water pipe and fittings, with mechanical or push-on joints installed as per manufacturer's instructions.
- C. Domestic Water (Below Ground):
 - 1. 2-1/2 inches and Under: Type K soft annealed copper tube with water tube type flared fittings.
 - 2. 3 inches and Over: Coated ductile iron water pipe and fittings, with mechanical or push-on joints.

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Demolition of existing electrical systems.
- B. Secondary power wiring and distribution system.
- C. Lighting, including lamps.
- D. Wiring devices.
- E. Distribution panels and switches.

1.02 RELATED WORK

- A. Foundations and pads required for equipment furnished under this division of specifications.
- B. Field painting, except such painting as is required to maintain shop coat painting and factory finish painting.
- C. Flashing and sealing of conduits through outside walls.
- D. Cutting and patching for electrical work, except for errors and omissions under this Division.

1.03 QUALITY ASSURANCE

- A. It is understood that the rights and benefits given the Owner by the guarantees found in the technical specifications are in addition to and not in derogation of any rights or benefits found in the special and general provisions of the contract.
- B. Electrical equipment provided under this Division shall be turned over in operating condition. Instruction on further operation and maintenance shall be included in the operating and maintenance instructions.

1.04 REFERENCES

- A. Perform work in accordance with standards listed below. Where these specifications are more stringent, they take precedence. In case of conflict, obtain a decision from the Engineer.
 - 1. NFPA-70: National Electrical Code
 - 2. NFPA-101: Life Safety Code
 - 3. New York State Energy Code
 - 4. New York State Building Code
 - 5. Applicable New York State Administrative Code
 - 6. Applicable Town Ordinances.
 - 7. Electric utility rules and regulations.
 - 8. Telephone utility rules and regulations.
 - 9. New York State Education Department Manual of Planning Standards

1.05 PERMITS AND FEES

- A. The Contractor shall obtain and pay for all permits, construction charges, fees, licenses, certificates, inspections and other use charges required in connection with the work.
- B. Such permits include, but are not limited to:
 - 1. Transportation and disposal of debris.

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- 2. Temporary Electrical Services and Permanent Electrical Service.
- 3. Telephone Service.
- 4. Electrical Inspectors, Inc., or a pre-approved electrical inspection agency.

PART 2 - PRODUCTS

2.01 MATERIALS AND EQUIPMENT

A. All materials and equipment used in carrying out these specifications shall have UL listing and label. Specifications and drawings indicate name, type, or catalog numbers of materials and equipment to be used as standards. Proposals shall be based on these standards. Contractor may use materials and equipment equivalent to those specified, subject to Engineer's approval.

PART 3 - EXECUTION

3.01 COORDINATION

- A. Carefully examine specifications, drawings and project site to be thoroughly familiar with items which require electrical connections and coordination. Electrical drawings are diagrammatic and shall not be scaled for exact sizes.
- B. Notify other Contractors of any deviations or special conditions necessary for the installation of work. Interferences between work of various contractors to be resolved prior to installation. Work installed not in compliance with specifications and drawings and without properly checking and coordinating as specified above shall, if necessary, be removed and properly reinstalled without additional cost to the Owner. Engineer to be mediating authority in all disputes arising on project.
- C. Equipment shall be installed in accordance with manufacturer's recommendation. Where conflicts occur between contract documents and these recommendations, a clarification shall be requested of the Engineer for decision before preceding with such work.
- D. Insofar as it is possible to determine in advance, advise masonry tradesmen to leave proper chases and openings. Place all outlets, anchors, sleeves, and supports prior to pouring concrete or installation of masonry work. Should the Contractor neglect doing this, any cutting and/or patching required to be done is at this Contractor's expense.
- E. FIRE ALARM For any facilities that utilize an existing fire alarm system, the contractor shall coordinate with the owner and fire alarm monitoring company prior to removing or disabling any devices. It shall be the contractor's responsibility to provide fire watch as per the latest addition of the Fire Code of New York State. The contractor shall provide fire watch for all areas of a facility while occupied and unoccupied when any device or part of the fire alarm system is de-activated or put into "test mode".

3.02 CUTTING AND PATCHING

- A. Repair or replace routine damage caused by cutting in performance of work under this Division.
- B. Correct unnecessary damage caused due to installation of electrical work, brought about through carelessness or lack of coordination.
- C. Holes cut through floor slabs to be core drilled with drill designed for this purpose. All openings, sleeves, and holes in slabs to be properly sealed, fire proofed and waterproofed.
- D. Repairs to be performed with materials which match existing materials and to be installed in accordance with appropriate sections of these specifications.

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3.03 TESTS

- A. On completion of work, installation shall be completely operational and entirely free from ground, short circuits, and open circuits. Perform a thorough operational test in presence of the Engineer. Balance all circuits so that feeders to panels are not more than 10% out of balance between phases with all available load energized and operating. Furnish all labor, materials and instruments for above tests.
- B. Furnish Engineer with a copy of such tests including identification of each circuit and readings recorded, also the main service ground resistance test as described in Section 260526 of these specifications. Test information to include ampere readings of all panels and major circuit breakers, isolation resistance reading of motors and transformers.

3.04 IDENTIFICATION OF EQUIPMENT

- A. Properly identify the following:
 - 1. Distribution panels.
 - 2. Disconnect switches.
 - 3. Individually mounted circuit breakers.
- B. Use permanently attached black phenolic plates with 1/4-inch white engraved lettering on the face of each, attached with two sheet metal screws.
- C. Panelboard identification plates shall indicate panel by name.

3.05 INSTALLATION

- A. The Contractor shall carefully move and replace existing equipment, appliances and all related items, as required to conduct proposed work.
- B. Install and conduct all work per applicable NEC, State and local codes.

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Electrical demolition.

1.02 SUBMITTALS

- A. Submit under provisions of Section 013300.
- B. Shop Drawings: Indicate demolition and removal sequence and location of salvageable items; location and construction of temporary work.

1.03 REGULATORY REQUIREMENTS

- A. Conform to applicable code for demolition work, safety of structure and dust control.
- B. Obtain required permits from authorities.
- C. Notify affected utility companies before starting work and comply with their requirements.
- D. Do not close or obstruct egress width to exits.
- E. Do not turn off electric equipment without authorization from Owner.
- F. Conform to procedures applicable when discovering hazardous or contaminated materials.

1.04 SCHEDULING

A. Schedule Work to coincide with new construction.

PART 2 - PRODUCTS

2.01 NOT USED.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify field circuiting arrangements at the Church Street Elementary School.
- B. Verify that abandoned wiring and equipment serve only abandoned facilities.
- C. Demolition drawings are based on visual field observation. Report discrepancies to the Engineer before disturbing existing installation.
- D. Beginning of demolition means installer accepts existing condition.

3.02 PREPARATION

- A. Coordinate utility service outages with Utility Company.
- B. Provide power, wiring and connections to maintain all existing power, control and telemetry systems in service during construction. When work must be performed on energized equipment or circuits, use personnel experienced in such operations.

3.03 DEMOLITION AND EXTENSION OF EXISTING ELECTRICAL WORK

- A. Remove, relocate, and extend existing installations to accommodate new construction, as indicated on drawings.
- B. Remove exposed abandoned conduit, including abandoned conduit above accessible ceiling finishes. Cut conduit flush with walls and floors, and patch surfaces.
- C. Disconnect abandoned outlets and remove devices. Remove abandoned outlets if conduit servicing them is abandoned and removed. Provide blank cover for abandoned outlets which are not removed.
- D. Repair adjacent construction and finishes damaged during demolition and extension work.
- E. Provide caps and filler plates/plugs for all openings in equipment and enclosures after removal of conduits.
- F. Maintain access to existing electrical installations which remain active. Modify installation or provide access panel as appropriate.
- G. Remove demolished materials from site as work progresses.
- H. Completely remove and dispose of all electrical power, control, and telemetry feeds including conduits, conductors, boxes and supports not scheduled to remain after new construction is tested and operational.
- I. Where existing devices and equipment are called to be removed, Contractor shall maintain circuit continuity to all existing devices and equipment remaining on that circuit. Contractor shall provide all required conduit, conductors and boxes as required.

3.04 CLEANING AND REPAIR

- A. Clean and repair existing materials and equipment which remain or are to be reused.
- B. Remove temporary work.

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Wires and cables.
- B. In general, the wires and cables included under this Section shall include, but not be limited to, the following:
 - 1. 600V power and control cable
- C. All conductors to be continuous from origin to panel or equipment termination without splices.

1.02 REFERENCES

- A. ANSI/NFPA 70 National Electric Code.
- B. NECA Standard of Installations.

1.03 SUBMITTALS

A. Submit product data under provisions of Section 013300.

1.04 QUALITY ASSURANCE

- A. Products used in the work of this Section shall be produced by manufacturers regularly engaged in the manufacturing, installing and servicing of similar items with a history of successful production acceptable to the Engineer as specified herein and in accordance with the General Conditions.
- B. Contractor shall submit the following information pertaining to the manufacturer(s):
 - 1. Complete literature, performance, and technical data describing the proposed equipment and listing of items made by the manufacturer.
 - 2. Location of closest service office from which this equipment shall be serviced.
 - 3. Location of closest parts inventory for item installation.

1.05 COORDINATION

A. Coordination:

- 1. Coordinate wire and cable required with the equipment being furnished by others for the satisfactory operation of the equipment or system.
- 2. Review installation procedures under other sections and contracts and coordinate them with the work specified herein.
- 3. Notify other prime contractors in advance of the installation of the work included to provide them with sufficient time for installation and coordination of interrelated items that are included in their contracts and that must be installed in conjunction with the work included in this Section.

1.06 PROJECT CONDITIONS

- A. Verify that embedded conduit, in masonry and concrete, is installed as shown on the Drawings prior to the work being enclosed by others.
- B. The Contractor shall be present at all concrete pours made by the General Contractor.
- C. Conductor sizes are based on copper at 75°C.

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- D. Wire and cable routing shown on Drawings is approximate unless dimensioned or specifically called for such as where conduit is to be embedded in concrete or masonry. Route wire and cable as required to meet project conditions and shall be routed above ceilings, directly under joists, in pipe trenches, where available, and in masonry. Where exposed conduit is permitted, it shall be run to maximize wall space.
- E. Field verify destination location to determine cable routing.
- F. Where wire and cable routing is not shown for proposed destination, determine exact routing and lengths required. Routing shall be reviewed with the Engineer.

PART 2 - PRODUCTS

2.01 CONDUCTORS

- A. Install products in accordance with manufacturer's recommendations.
- B. Single copper conductors with 600-volt insulation.
- C. Minimum size of feeder conductors and grounds shall be No. 12 AWG.
- D. Insulation: No. 12 AWG and No. 10 AWG, provide ANSI/NFPA 70, Type THWN-2 for interior circuits and type XHHW-2 for exterior circuits. Exterior circuits shall be considered circuits where any portion of the circuit is run exterior of the building, in which case the entire length of the circuit shall be continuous wire of Type XHHW-2.
- E. Use solid conductor for feeder and branch circuits, 10 AWG and smaller.
- F. All conductors shall include complete set of manufacturer's markings for insulation and conductor size.
- G. Manufacturers shall be SOUTHWIRE, PRYSMIAN GROUP, OKONITE, or approved equal.
- H. Provide white colored neutral conductors; provide black, color coded phase conductors; provide green colored ground conductors.

2.02 4-PAIR CATEGORY 6 UNSHIELDED TWISTED PAIR CABLE

- A. Manufacturers: Subject to compliance with project requirements, manufacturers offering Products which may be incorporated in the Work include the following:
 - 1. Belden Corporation, Carmel, IN (800) 246-2673.
 - 2. Avaya, Basking Ridge, NJ (800) 344-02232.
 - 3. Berk-Tek, Incorporated, New Holland, PA (800) 237-5835.
 - 4. CommScope, Hickory, NC (800) 982-1708.
 - 5. Draka Comteg, Franklin, MA (888) 541-7100.
 - 6. General Cable, Highland Heights, KY (800) 424-5666.
 - 7. Mohawk/CDT Leominster, MA (978) 537 9961.
 - 8. NORDX/CDT, Worcester, MA (800) 331-0779.
 - 9. Superior Essex, Atlanta, GA. (800) 685-4887.
 - 10. Tyco Electronics, Harrisburg, PA (800) 522-6752.
- B. Conductors: 4 twisted pair 24 AWG, solid copper w/ RJ-45 connector ends
 - Individually insulated plenum rated conductors under common plenum rated sheath unless entire cable is installed within conduit/EMT or if area where cable is installed is not considered a return air plenum according to any applicable codes.

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- Complies with individual characteristics established in ANSI/TIA/EIA-568-B, and all addendums for Category 6 cable performance specification.
- 3. Overall Nominal Diameter: .365 x .165 in.
- 4. Nominal Impedance: 100 ohms plus or minus 15 percent.
- 5. Certified capable of performing to minimum 350 MHz.

C. Mechanical Characteristics

- 1. Operating temperature: -20°C to +80°C
- 2. Bulk cable weight: 29 lbs./1000 ft.
- 3. Maximum recommended pulling tension: 45 lbs.
- 4. Minimum bend radius: 1 in.
- D. Flame test: UL1666 Riser
- E. Electrical Characteristics:
 - 1. Nom. Mutual Capacitance @ 1 KHz 15.0 pF/ft
 - 2. Maximum Capacitance Unbalance (pF/100 m) 49.2 pF/100 m
 - 3. Nominal Velocity of Propagation 70 %
 - 4. Maximum Delay (ns/100 m) 510 @ 100MHz ns/100 m
 - 5. Maximum Delay Skew (ns/100m) 25 ns/100 m
 - 6. Maximum Conductor DC Resistance @ 20 Deg. C 9 Ohms/100 m
 - 7. Maximum DCR Unbalance @ 20 Deg. C 3 %
 - 8. Max. Operating Voltage UL 300 V RMS

2.03 MECHANICAL CONNECTORS

- A. Conductor tapping connectors shall be BURNDY Servit split bolt, Series KS and KS3, or approved equal.
- B. Split bolt connectors shall use BURNDY Type SC Servit cover on indoor applications.
- C. Terminal lugs shall be BURNDY Universal Terminal Series. Terminal lugs shall be sized for proper ampacity and proper number of conductor holes. Each conductor shall occupy only one hole on a terminal lug.
- D. Conductor tapping connectors for multiple conductors shall be BURNDY Series V-Tap with V-Tap covers, and V-Blok mounting platforms.

PART 3 - EXECUTION

3.01 INSTALLATION

A. General:

- 1. Make terminations in accordance with cable manufacturers instructions for the particular type of wire and cable.
- 2. Splices are not allowed in the underground duct and manhole systems. If splices are required, the Contractor shall obtain approval in writing from the Engineer prior to splicing.
- 3. All splices shall be in made in terminal boxes.
- B. Wire and Cable Sizes: The sizes of wire and cable shall be as shown on the Contract Drawings, or if not shown, as approved by the Engineer. Minimum size wire shall be No. 12 AWG for all power, lighting and receptacle circuits. Wires for control circuits shall be No. 14 AWG minimum. Wire for instrumentation circuits shall not be smaller than No. 16 AWG. If due to field routing the voltage drop exceeds 2.5%, the size of conductors shall be increased such that 2.5% is the maximum voltage drop incurred.

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- C. Number of Wires: The number of wires indicated on the Contract Drawings for the various control, indications, and metering circuits were determined for general schemes of control and for particular indication and metering systems. Coordinate wiring schemes with equipment schematics.
- D. Wiring Identification: All wiring shall have a unique wire number and be labeled at both ends. Wire numbers shall correspond with the equipment terminal wire numbers. Where no wire numbers are indicated, the Contractor shall assign wire numbers. Wire numbers shall not be duplicated.
- E. Cable Identification Tags: The Contractor shall furnish all labor and materials and affix in a permanent way to each cable in manholes, cable compartments and vaults, junction boxes, pull boxes and points of termination, a laminated plastic tag, bearing clearly printed, the cable number indicated on the Contract Drawings or some other approved identification number or symbol. All cables shall be temporarily tagged with its full ID number immediately after it has been pulled.
- F. Wiring Supplies: Only electrical wiring supplies manufactured under high standards of production and meeting the approval of the Engineer shall be used. Friction tape shall be in accordance with ASTM D69.
- G. Training of Cable: Furnish all labor and material required to train cables around cable vaults within buildings and in manholes in any outdoor underground duct system. Sufficient length of cable shall be provided in each manhole and vault so that the cable can be trained and racked in an approved manner. In training or racking, the radius of bend of any cable shall be not less than the manufacturer's recommendation. All manhole cables shall be arc and fireproofed.
- H. Connections at Control Panels, Limit Switches and Similar Devices:
 - 1. Where stranded wires are terminated at panels, and/or devices connections shall be made by solderless lug, crimp type ferrule or solder dipped.
 - 2. Where enclosure sizes and sizes of terminals at limit switches, solenoid valves, float switches, pressure switches, temperature switches, and other devices make 7-strand, No. 12 AWG, wire terminations impractical, the Contractor shall terminate external circuits in an adjacent junction box of proper size and shall install No. 14 AWG stranded wires to the junction box in a conduit.
- Pulling Temperature: Cable shall not be flexed or pulled when the temperature of the insulation or of the jacket is such that damage will occur due to low temperature embrittlement. When cable will be pulled with an ambient temperature within a three day period prior to pulling of 40°F or lower, cable reels shall be stored during the three day period prior to pulling in a protected storage with an ambient temperature not lower than 55 degrees F and pulling shall be completed during the work day for which the cable is removed from the protected storage.

J. Color Coding:

1. Conductor jacket shall be color coded as follows:

AC POWER

| 208Y/120 Volt | 208Y/120 Volt |
|---------------|---------------|
| 3 phase | 3 phase |
| (PSEGLI) | (NEC) |
| Phase A | Phase A |
| Blue | Black |
| Phase B | Phase B |
| Black | Red |

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| Phase C | Phase C |
|---------|---------|
| Red | Blue |
| Neutral | Neutral |
| White | White |
| Ground | Ground |
| Green | Green |

2. Equipment Ground - GREEN

3.02 IDENTIFICATION

- A. Identify wire and cable under provisions of Section 260553.
- B. Identify each conductor with its circuit number.

3.03 FIELD QUALITY CONTROL

- A. Perform field inspection and testing under provisions of Section 014500.
- B. Inspect wire and cable for physical damage and proper connection.
- C. Measure tightness of bolted connections and compare torque measurements with manufacturer's recommended values.
- D. Field Testing:
 - Wires and cables shall be tested before being connected to motors, devices or terminal blocks
 - 2. If tests reveal defects or deficiencies, the Contractor shall make the necessary repairs or shall replace the cable as directed by the Engineer, without additional cost to the Owner.
 - 3. All tests shall be made by and at the expense of the Contractor who shall supply all testing equipment.
- E. Continuity Tests: All cables, wires and shields shall be tested for continuity. Testing for continuity shall be by test light or buzzer.
- F. Insulation-Resistance Tests:
 - 600V power and control cables and wires shall be tested for their insulation-resistance values. Test shall utilize a megohmmeter with applied voltage to be 1000VDC for one (1) minute. Insulation-resistance test shall be performed on each conductor with all other conductors grounded. The resistance value shall be 20 megohms or greater.

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Grounding electrodes and conductors.
- B. Equipment grounding conductors.
- C. Bonding.

1.02 REFERENCES

A. ANSI/NFPA 70 - National Electric Code.

1.03 REGULATORY REQUIREMENTS

- A. Conform to requirements of ANSI/NFPA 70.
- B. Furnish products listed and classified by Underwriters Laboratories, Inc.

PART 2 - PRODUCTS

2.01 COMPONENTS

A. Ground clamps:

- OZ ELECTRICAL MANUFACTURING COMPANY, Type "CG" for connection to water main piping and Type "GC" for connection to ground rod; with cable installed parallel or 90 degrees to pipe/rod under separate clamp.
- 2. Or equal by STEEL CITY or APPLETON
- B. Raceways, conductors, outlet boxes, pull and junction boxes to be furnished in accordance with applicable sections of these specifications.
- C. Wire: Copper, sized to meet NFPA 70 requirements.

PART 3 - EXECUTION

3.01 INSTALLATION

A. General:

- 1. Clean all conductive surfaces on equipment to be grounded, to assure good electrical continuity.
- 2. Effectively bond all grounding conductors to grounding rod electrodes, equipment enclosures and ground busses.
- Locate all grounding attachments away from areas subject to physical damage. Provide protective covering as required.

B. Feeder/Branch Circuits:

- 1. All circuits shall have a separate green grounding conductor in conduit sized in accordance with NFPA 70. Minimum size of conductor shall be No. 12 AWG.
- 2. Flexible conduit will not be approved as achieving continuity of ground. All flexible conduit to have a jumper wire sized to ampacity of branch breaker and to be connected to conduit system on both ends; this applies to fixtures, motors, controls, etc.

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3.02 TEST

A. Test ground on main service. Ground system resistance shall be no greater than 10 ohms using test equipment similar to a "Biddle" test. Test data to be submitted to the Engineer for approval and such approved test data to become a part of the Record Documents.

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. System of supporting devices and hangers for support or bracing for conduit, electrical equipment, safety switches, fixtures, panelboards, outlet boxes, junction boxes and cabinets.

1.02 REFERENCES

A. ANSI/NFPA 70 - National Electric Code.

1.03 REGULATORY REQUIREMENTS

- A. Conform to requirements of ANSI/NFPA 70.
- B. Furnish products listed and classified by Underwriters Laboratories, Inc.

PART 2 - PRODUCTS

2.01 EQUIPMENT REQUIREMENTS

- A. Provide appropriate corrosion-resistant supporting devices and hangers for electrical equipment, as manufactured by ERICO PRODUCTS, INC., CADDY FASTENERS, STEEL CITY, MINERALLAC or equivalent.
 - 1. "Z" purlin clips.
 - 2. Conduit clips.
 - 3. Beam clamps (universal and vertical flange).
 - 4. Beam clamps (set screw type).
 - 5. Combination push-in conduit clips.
 - 6. Combination conduit hanger clamps.
 - 7. Flexible conduit clips.
 - 8. Special combination conduit clips.
 - 9. One hole steel straps.
 - 10. Conduit hangers.
- B. Provide materials, sizes and types of anchors, fasteners and supports to carry the loads of equipment, wire in conduit and conduit.

2.02 CHANNEL SUPPORT SYSTEM

- A. Channel systems and supports shall be manufactured by KINDORF/THOMAS & BETTS, or approved equal.
- B. Channels shall be 1-1/2" x 1-1/2".
- C. Channels and all associated accessories and bolts shall be hot dipped galvanized.
- D. Channels shall have 9/16" bolt holes on 1-1/2" centers.
- E. Provide end caps for all channels.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Secure conduits to within 3 feet of each outlet box, junction box, cabinet, fitting, etc., and at intervals not to exceed 10 feet in accordance with currently effective edition of the National Electric Code.
- B. In seismic zones, support conduits 1 inch and smaller at 6 foot intervals.
- C. Install clamps secured to structure for feeder and other conduits routed against structure. Use drop rods and hangers to support conduits run apart from the structure.
- D. Provide and install suitable angle iron, channel iron or steel metal framing with accessories to support or brace electrical equipment including safety switches, fixtures, panelboards, etc.
- E. Paint all supporting metal not otherwise protected, with rust inhibiting primer and then with a finish coat if appropriate to match the surrounding metal surfaces. Prepainted or galvanized support material is not required to be painted or repainted.
- F. Do not use chains, perforated iron, baling wire or tie wire for supporting conduit runs. Use of clips to support conduit to top of t-bar ceiling grid will not be permit-ted.
- G. Obtain permission from Engineer before drilling or cutting structural members.
- H. Install surface mounted cabinets and panelboards with a minimum of four anchors.
- I. Do not fasten supports to pipes, ducts, mechanical equipment and conduit.
- J. Install products in accordance with manufacturer's instructions.

END OF SECTION

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PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Conduit system with associated couplings, connectors and fittings. Conduits to be mechanically and electrically continuous from outlet to outlet and from outlets to cabinets, pull or junction boxes.
 - 1. Conduit Use Electrical Metallic Tubing (EMT) Conduit:
 - a. All interior circuits above ground.
 - b. All circuits concealed in CMU walls.
 - 2. Conduit Use Metal Clad (MC) Cable:
 - a. All 15 and 20 amp branch circuits concealed in walls or ceilings.
 - 3. Conduit Use Flexible Liquid-tight Metal Conduit:
 - a. Connecting motors, generators and other equipment subject to vibration, maximum length 3 feet.
 - b. Passing through building expansion joints.
 - 4. Surface mounted raceway (Wiremold)
 - a. For use in finished areas on block walls and plaster walls, only.
 - 5. J-Hooks
 - a. For use above finished ceilings for telephone, CAT-6, fire alarm cable only.
- B. Device Boxes: Provide each fixture switch, receptacle and other wiring device with a box of appropriate size and depth for its particular location use unless indicated otherwise.
- C. Pull boxes, junction boxes and wire troughs

1.02 REFERENCES

- A. ANSI C80.1 Rigid Steel Conduit, Zinc Coated.
- B. ANSI/NFPA 70 National Electric Code.
- C. NECA Standard of Installation.
- ANSI/NEMA FB 1 Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit and Cable Assemblies.
- E. NEMA TC 3 PVC Fittings for use with Rigid PVC conduit and tubing.
- F. ANSI C80.3 Electrical Metallic Tubing, Zinc Coated.
- G. ANSI/NEMA OS1 Sheet-steel outlet boxes, device boxes, covers and box supports.
- H. NEMA 250 Enclosures for electrical equipment (1000 volts maximum).

1.03 SUBMITTALS

- A. Submit product data under provisions of Section 013300.
- B. Working Drawings:
 - 1. Prior to equipment submission, submit a list of proposed manufacturers with the products they produce proposed for the contract.
 - 2. Manufacturer's catalog cuts for the conduit, boxes, fittings and supports proposed for use.
 - 3. Construction details of conduit racks and other conduit support systems with seismic restraint details and calculations signed by a licensed Engineer.

4. Scaled working drawings showing proposed routing of all conduits, inclusive of conduits routed above grade on exterior support structures, embedded in structural concrete and conduits directly buried in earth. Drawings shall show locations of pull and junction boxes and all penetrations in walls and floor slabs.

1.04 REGULATORY REQUIREMENTS

- A. Furnish products listed and classified by Underwriters Laboratories, Inc.
- B. Conform to requirements of ANSI/NFPA 70.

1.05 PROJECT RECORD DOCUMENTS

- A. Submit under provisions of Section 017839.
- B. Accurately record actual routing of all conduits.

1.06 FIELD SAMPLES

- A. Provide under provisions of Section 014500.
- B. Provide field sample of conduit two each at 2 feet in length.
- C. Provide field sample of expansion/deflection fitting, two each.

1.07 DELIVERY, STORAGE AND HANDLING

- Deliver, store, protect, and handle products in accordance with manufacturers' recommendations.
- B. Accept conduit on site. Inspect for damage.
- C. Protect conduit from corrosion and entrance of debris by storing abovegrade. Provide appropriate covering.

1.08 PROJECT CONDITIONS

- A. Verify all conduit routings by field measurements.
- B. Verify routing and termination locations of conduit prior to rough-in.
- C. Conduit routing is shown on Drawings in approximate locations unless dimensioned. Route as required to complete wiring system. Provide all required sweeps, boxes and fittings.

PART 2 - PRODUCTS

2.01 ELECTRICAL METALLIC TUBING (EMT)

- A. Electrical metallic tubing shall be WHEATLAND, TRIANGLE, REPUBLIC, or approved equal.
- B. Associated couplings, connectors and fittings shall be as manufactured by THOMAS & BETTS CORP., O.Z. GEDNEY CO., EFCOR, or approved equal. Catalog numbers used below are those of THOMAS & BETTS CORP. based on 3/4-inch size and are considered standards by which equivalents are to be judged.
- C. EMT connectors shall be TC-2125C compression type with threaded locknut. Set screw connectors will not be acceptable.

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 EMT couplings shall be TK-2125C compression type. Set screw connectors will not be acceptable.

2.02 METAL CLAD CABLE (MC)

- A. Metal clad cable shall be manufactured by BICCGENERAL or approved equal.
- B. Associated couplings, connectors and fittings shall be as manufactured by THOMAS & BETTS CORP., O.Z. GEDNEY CO., EFCOR or approved equal.
- C. Conductors shall be types THHN and THWN. Ground wire shall be sized as per NEC with green THHN/THWN insulation. All conductors shall be cabled and wrapped in polyester tape. All conductors shall be rated for 600 VAC.
- D. Armor material shall be Aluminum Interlocked Armor.

2.03 SURFACE MOUNTED RACEWAY (WIREMOLD)

- A. Manufacturer: Wire Mold shall be manufactured by LEGRAND or approved equal.
- B. Model: 700 Series One-Piece Steel Surface Raceway.
- C. Paint wire mold to match existing wall color.
- D. UL5 and ADA compliant.
- E. UL and cUL Listed.

2.04 DUCT SEAL

- A. RectorSeal or approved equal.
- B. Model #: 81881

2.05 J-HOOKS

- A. TO BE USED ABOVE FINISHED CEILING ONLY. FOR TELEPHONE, CAT-6, FIRE ALARM CABLE ONLY. ALL EXPOSED FIRE ALARM CABLE SHALL BE IN CONDUIT.
- B. Erico Caddy HP J. Hook Series or approved equal.
- C. Provide wire retainers for all.
- D. Provide mounting hardware and accessories as required.
- E. Spacing of J-Hooks and supports shall not exceed 5'-0" on center.

2.06 FLEXIBLE LIQUID-TIGHT METAL CONDUITS AND FITTINGS

- A. Liquid-tight flexible metal conduit shall be ANACONDA or approved equal.
- B. Description: Interlocked steel construction with PVC jacket.
- C. Provide flexible liquid-tight conduits and fittings as manufactured by THOMAS & BETTS CORP., O.Z. GEDNEY CO. or approved equal. Catalog numbers used below are those of the THOMAS & BETTS CORP., based on 3/4" size and are to be considered as standards by which

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- equivalents are to be judged. All conduit shall be liquid-tight flexible type, UL type UA, or suitable for exposure to continuous or intermittent moisture.
- D. Flexible liquid-tight connectors shall be Series 5333 or approved equal.

2.07 OUTLET AND DEVICE BOXES

- A. Acceptable Manufacturers: Raco, General Electric or approved equal.
- B. Sheet Metal Outlet Boxes All concealed boxes shall be NEMA OSI, galvanized steel:
 - 1. Luminaire and Equipment Supporting Boxes: Rated for weight of equipment supported. Provide 1/2" male fixture stubs where required.
- C. Concrete Ceiling Boxes: Concrete type.
- D. Cast Boxes: All exposed surface mounted boxes shall be NEMA FB1, Type FD, cast feralloy. Provide gasketed cover by box manufacturer.

2.08 JUNCTION BOXES

- A. Acceptable Manufacturers: RACO, GENERAL ELECTRIC or approved equal.
- B. Sheet metal boxes: NEMA OS1, galvanized steel.
- C. Covers: Galvanized steel.

2.09 WIRE TROUGH

- A. Wireways shall be manufactured by Square D, Class 526, rain tight trough or approved equal.
- B. Wireway shall be completely enclosed with removable covers.
- Construction: 16 Gauge Galvanized Steel. 8-inch and 12-inch wire trough shall be 14-gauge galvanized steel.
- D. Finish: ANSI-49 epoxy paint applied by cathodic electro-deposition paint process over a corrosion resistant phosphate preparation.
- E. UL listed.

PART 3 - EXECUTION

3.01 INSTALLATION OF CONDUITS

- A. Minimum size of conduits shall be 3/4-inch.
- B. Minimum conduit depth shall be 24" below grade, measured to the top of the conduit on exterior underground installations.
- C. Conduit joints shall be cut square, threaded, reamed smooth, and drawn up tight so conduit ends will butt in couplings, connectors and fittings.
- D. All threaded conduits and fittings shall have KOPR-SHIELD compound applied to all threads prior to assembly.
- E. Make bends or offsets with standard ells or field bends with an approved bender.

- F. Run concealed conduits in direct line with long sweep bends or offsets. Run exposed conduits parallel to and at right angles to building lines. Group multiple conduit runs in banks.
- G. Secure conduits to all boxes and cabinets with double locknuts and bushings so system will be electrically continuous from service to all outlets.
- H. Install conduit in accordance with NECA Standard of Installation.
- Cap ends of conduits to prevent entrance of water and other foreign material during construction.
- J. Complete all conduit systems before pulling conductors.
- K. Support conduits under provisions of Section 260529.
- L. Provide approved expansion joints or fittings and bonding jumpers where conduits in concrete pass through building expansion joints.
- M. Provide cable supports in conduits rising vertically in accordance with the National Electric Code, Article 300-19.
- N. Provide No. 12 AWG copper pull wires or nylon cord in all empty conduits. Steel wire not acceptable as pull wire.
- O. Install conduit to preserve fire resistance rating of partitions and other elements.
- P. Ground and bond conduit under provisions of Section 260526.
- Q. Where neither length of conduit can be rotated, ERICKSON couplings Series 676 shall be used.
- R. In areas where enclosed and gasketed fixtures and weatherproof devices are specified, where rigid conduit enters a sheet metal enclosure, junction box and outlet box, and not terminated in a threaded hub, a steel, or malleable iron nylon insulated bullet hub, complete with recessed sealing "O" ring, shall be used, Series 370-379. DO NOT use die cast material.
- S. Conduits shall not be installed within concrete slabs unless specifically noted in contract documents; no exceptions.
- T. Where conduits running overhead pass through building expansion joints, install flexible liquid tight conduit of same size with sufficient slack to allow conduits on either side of expansion joint to move a minimum of 3-inches in any direction. Provide supports as required on each side of expansion joint, all in accordance with seismic requirements of specific area.
- U. Failure to route conduit through building without interfering with other equipment and construction shall not constitute a reason for an extra charge. Equipment, conduit and fixtures shall fit into available spaces in building and shall not be introduced into building at such times and manner as to cause damage to structure. Equipment requiring servicing shall be readily accessible.
- V. Arrange supports to prevent misalignment during wiring installation.
- W. Support conduit using coated steel or malleable iron straps, lay-in adjustable hangers, clevis hangers, and split hangers.
- X. Group related conduits; support using conduit rack. Construct rack using steel channel; provide space on each for 25 percent additional conduits.

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- Y. Do not support conduit with wire or perforated pipe straps. Remove wire used for temporary supports.
- Z. Do not attach conduit to ceiling support wires.
- AA. Arrange conduit to maintain headroom and present neat appearance.
- AB. Route exposed conduit parallel and perpendicular to walls.
- AC. Route conduit installed above accessible ceilings parallel and perpendicular to walls.
- AD. Route conduit in and under slab from point-to-point.
- AE. Do not cross conduits in slab.
- AF. Maintain adequate clearance between conduit and piping.
- AG. Maintain 12-inch clearance between conduit and surfaces with temperatures exceeding 104°F (40°C).
- AH. Bring conduit to shoulder of fittings; fasten securely.
- Al. Use conduit hubs with sealing locknuts to fasten conduit in damp and wet locations.
- AJ. Install no more than equivalent of three 90-degree bends on interior locations between boxes. Use conduit bodies to make sharp changes in direction, as around beams. Use factory elbows for bends in metal conduit larger than 2-inch size.
- AK. Avoid moisture traps; provide junction box with drain fitting at low points in conduit system.
- AL. Do not use dissimilar strap or clamp supports. Provide dielectric tape, fittings, straps, and bushings where dissimilar metals are used.
- AM. Where fittings for liquid-tight flexible conduit are brought into an enclosure with a knockout, a gasket assembly, consisting of one piece "O" ring, with a Buna-R sealing material, Series 5200, shall be installed on outside of box. Fittings shall be made of either steel or malleable iron only, and shall have insulated throats or insulated bushings.
- AN. A copper ground wire sized in accordance with NEC shall be installed on the inside of the conduit as a jumper around flexible conduit to assure a continuity of ground.
- AO. Install a copper jumper across all flexible conduit including lighting fixtures, controls and other utilization equipment.
- AP. Install liquid-tight flexible conduit in such a manner as to prevent liquids from running on surface toward fittings.
- AQ. Allow sufficient slack conduit to reduce the effect of vibration.
- AR. Complete all conduit systems before pulling the conductors.
- AS. Support in accordance with requirements of National Electric Code.

3.02 INSTALLATION OF BOXES

A. Install boxes concealed in finished walls.

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- B. Locate boxes to prevent moisture from entering or accumulating within them.
- C. Support boxes independently of conduit, as required by the National Electric Code.
- D. Provide 4" x 1-1/2" octagonal, 4" x 1-1/2" square or 4" x 2-1/8" square ceiling outlet boxes.
- E. All boxes, conduit bodies, and handholes shall be installed in a manner which meets the accessible and readily accessible reuirements of the NEC, including in building with suspended ceilings and hold down clips.
- F. Where required to hang a specific fixture, provide a fixture stud of the no-bolt, self-locking type on ceiling outlets.
- G. Provide 2-1/2" x 3-3/4" one gang masonry boxes for switches and receptacles installed concealed in concrete block walls. For increased cubic capacity, provide 3-1/2" x 3-3/4" one gang masonry boxes. Where more than two conduits enter the box from one direction, provide 4" square boxes with square cut device covers not less than 1" deep specifically designed for this purpose. Use round edge plaster rings only if the block walls are to be plastered. Use sectional or gang-type outlet boxes only in drywall construction.
- H. Provide 4-11/16" square outlet boxes with square cut device corners for block walls or round edge plaster rings for plastered walls for telephone outlets. Single gang device boxes are not acceptable.
- Provide fittings with threaded hubs for screw connections and with the proper type covers for switches and receptacles served by exposed conduit. Use pressed steel outlet only for ceiling fixture outlets.
- J. Provide condulets with threaded hubs and covers and with proper configurations for all changes of direction of exposed conduits. Standard conduit ells may be used if they do not interfere or damage or mar the appearance of the installation.
- K. Use boxes of sufficient cubic capacity to accommodate the number of conductors to be installed, in accordance with the National Electric Code.
- L. Effectively close unused openings in boxes with metal plugs or plates.
- M. Set boxes so that front edges are flush with finished surfaces.
- N. Support boxes from structural members with approved braces.
- O. Install blank device plates on outlet boxes left for future use.
- P. Provide bushings in holes through which cords or conductors pass.
- Q. Install boxes so that the covers will be accessible at all times.
- R. Electrical boxes may be installed in vertical fire resistive assemblies classified as fire/smoke and smoke partitions without affecting the fire classification, provided such openings occur on one side only in each framing space and that openings do not exceed 16 square inches. All clearance between such boxes and the gypsum board shall be completely filled with joint compound or approved fire-resistive compound. The wall shall be built around outlet boxes larger than 16 square inches so as not to interfere with the wall rating.

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3.03 INSTALLATION OF PULL BOXES, JUNCTION BOXES AND WIRE TROUGHS

- A. Provide junction boxes as shown on Drawings and otherwise where required, sized according to number of conductors in box or type of service to be provided. Minimum junction box size 4-inch square and 2-1/8-inches deep. Provide screw covers for junction boxes.
- B. Install boxes in conduit runs wherever necessary to avoid long runs or too many bends. Do not exceed 100-foot runs without pull boxes. Install pull boxes at all 90-degree bends.
- C. Rigidly secure boxes to walls or ceilings. Conduit runs will not be considered adequate support.
- D. Install boxes with covers in accessible locations. Size boxes in accordance with the National Electric Code.
- E. Do not install pull boxes or junction boxes for joint use of line voltage and signal or low voltage controls unless all conductors are insulated for the highest voltage being used in the same box.

3.04 CONDUIT LOCATIONS

- A. Route all conduit concealed in walls or above finished ceilings. Provide boxes and conduits concealed in walls for all power and controls.
- B. Surface mounted conduits will only be allowed in elctrical room and storage rooms. Surface mounted conduits shall only be permitted for vertical runs. All horizontal runs shall be installed above finished ceilings.
- C. Surface mounted raceway (wiremold) conduit will only be allowed on finished block walls or on plaster walls, where conduit cannot be run concealed. All horizontal runs shall be installed above finished ceilings, where drop ceilings are located.
- D. All conduit and wiremold shall be primed and painted to match existing adjacent wall color.
- E. J-Hooks are only permitted to be used above finished ceilings for telephone, CAT 6, fire alarm cable.

END OF SECTION

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PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Nameplates and labels.
- B. Wire and cable markers.
- C. Conduit markers.

1.02 REFERENCES

A. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.03 SUBMITTALS

- A. Submit under provisions of Section 013300 SUBMITTALS.
- B. Product Data: Provide catalog data for nameplates, labels and markers.
- C. Manufacturer's Instructions: Indicate application conditions and limitations of use stipulated by Underwriters Laboratories, Inc. Include instructions for storage, handling, protection, examination, preparation and installation of product.

1.04 REGULATORY REQUIREMENTS

- A. Conform to requirements of NFPA 70.
- B. Furnish products listed and classified by Underwriters Laboratories, Inc. as suitable for purpose specified and shown.

PART 2 - PRODUCTS

2.01 NAMEPLATES AND LABELS

- A. Nameplates: Engraved three-layer laminated plastic, white letters on black background.
- B. Locations:
 - 1. Disconnect switches.
 - 2. Panelboards.
- C. Letter Size:
 - 1. Use 1/4 inch (6 mm) letters for identifying all control pilot lights.
- D. Labels: Embossed adhesive tape, with 3/16" (5mm) white letters on black background. Use for identifying existing equipment, distribution panels, switchboards, disconnect switches, and individual electrical devices.

2.02 WIRE MARKERS

- A. Manufacturers:
 - 1. 3M ELECTRICAL SPECIALTY DIV., Product Scotch Code.
 - 2. THOMAS & BETTS CORP., Product E-Z Code.
 - 3. Substitutions shall be permitted only after receiving written approval from the Engineer.

- B. Description: Epoxy film tape type wire markers.
- C. Locations: Each conductor at panelboards, auxiliary gutters, pull boxes, outlet and junction boxes, circuit breakers and each load connection.

D. Legend:

- 1. Power and Lighting Circuits: Branch circuit or feeder number indicated on drawings.
- 2. Control Circuits: Control wire number indicated on interconnection diagrams on drawings.

2.03 CONDUIT MARKERS

A. Manufacturers:

- 1. THOMAS & BETTS CORP.
- 2. Substitutions shall be permitted only after receiving written approval from the Engineer.
- B. Description: Self-sticking vinyl; black letters on orange background.
- C. Location: Furnish markers for each conduit longer than 6 feet (1.8 m).
- D. Spacing: 20 feet (6 m) on center.

PART 3 - EXECUTION

3.01 PREPARATION

A. Degrease and clean surfaces to receive nameplates and labels.

3.02 APPLICATION

- A. Install nameplate and label parallel to equipment lines.
- B. Secure nameplate to equipment front using screws, rivets or adhesive.
- C. Secure nameplate to inside surface of door on panelboard that is recessed in finished locations.
- D. Apply conduit markers at 20 foot (6 m) intervals.
- E. Identify underground conduits using underground warning tape. Install one tape per trench at 3 inches (75 mm) below finished grade.

3.03 ELECTRICAL EQUIPMENT IDENTIFICATION

- A. The Contractor shall identify all existing circuits in existing distribution panels, switchboards and disconnect switches to remain.
- B. Label all circuits identifying the load served including all individual circuit breakers.
- C. Label all new circuit breakers and switches used for new feeder and branch circuits.
- D. Contractor shall furnish a minimum of 5 custom engrave three-layer laminated plastic labels with up to 20 words per label as directed by the engineer/owner in addition to the required labels for all pilot devices, switches, controls and timers.

END OF SECTION

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PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Distribution panelboards.

1.02 REFERENCES

- A. ANSI/NFPA 70 National Electric Code.
- B. NECA Standard of Installation.
- C. NEMA AB1 Molded Case Circuit Breakers.
- D. NEMA PB1 Panelboards.
- E. NEMA PB1.1 Instructions for Safe Installation, Operation and Maintenance of Panelboards Rated 600 Volts or Less.
- F. NEMA ICS2 Industrial Control Devices, Controllers and Assemblies.
- G. NEMA KS1 Enclosed Switches.

1.03 SUBMITTALS

- A. Submit product data under provisions of Section 013300.
- B. Indicate outline and support point dimensions, voltage, main bus ampacity, integrated short circuit ampere rating, and circuit breaker arrangement and sizes.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. New Panelboards
 - 1. Panelboards shall be manufactured by Siemens.
 - 2. Approved equal.

2.02 PANELBOARD REQUIREMENTS

- A. Provide panelboards of circuit breaker, dead-front safety type, UL labeled, and meeting all applicable requirements of the National Electrical Manufacturers Association.
- B. Provide panelboards with lugs (both main lugs and branch circuit lugs) suitable and UL approved for both aluminum and copper conductors.
- C. Provide electrically isolated neutral bars.
- D. Provide separate ground bars complete with lugs or connectors on bar.
- E. Provide key operated door and door lock. Door shall prevent access to operate circuit breakers.
- F. Provide panelboards with sequence phased bus bars or distributed phase bussing for voltage and phase as indicated on drawings.
- G. Refer to drawings for numbers of branch circuits, their ratings, number of poles, arrangements, etc.

- H. Provide typed circuit directory cards.
- I. Provide front filler plates for unused breaker knockouts.
- J. Refer to drawings for Ratings and Features.
- K. All bus bars, including ground bars shall be tin-plated copper.
- L. All circuit breakers shall be bolt-on type.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Ground separate ground bars to panel boxes and to the main service entrance ground bus with a code-sized grounding conductor installed in the same conduit as the phase and neutral conductors under provisions of Section 260526.
- B. Install all circuits using a common neutral bus bay in accordance with the National Electric Code. Balance all circuits to achieve not greater than 7% unbalanced neutral current in panel feeders.
- C. Provide six circuit breaker handle lock-on devices for each lighting and miscellaneous power panelboard for installation by the contractor on circuits as directed by the Engineer to prevent unauthorized personnel from turning off circuits to controls, unit heaters, autodial alarm system, etc. Provide spare lock-on devices over to the Engineer.
- D. Install panelboards in accordance with NEMA PB 1.1.
- E. Install panelboards plumb.
- F. Height: 6 feet (2 m) to top of panel board.
- G. Provide typed circuit directory for each branch circuit panelboard. Handwritten circuit directory cards will not be accepted. Revise directory to reflect circuiting changes required to balance phase loads.
- H. Provide a typed circuit directory in accordance with NEC sections 110.22 and 408.4. Circuits shall be labeled with detailed information describing the switches function and equipment location.
- I. For all existing circuits terminated to a new panelboard, contractor shall trace out and update the circuit directory in accordance with NEC sections 110.22 and 408.4. Include all costs for this work in base bid.
- J. Revise directory to reflect circuiting changes required to balance phase loads.
- K. Provide engraved plastic nameplates under the provisions of Section 260553.

3.02 FIELD QUALITY CONTROL

A. Maintain proper phasing for multi-wire branch circuits.

B. Visual and Mechanical Inspection: Inspect for physical damage, proper alignment, anchorage, and grounding. Check proper installation and tightness of connections for circuit breakers, fusible switches, and fuses.

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Switches, receptacles, thermostats, device plates and other wiring devices as indicated on Drawings.

1.02 RELATED SECTIONS

A. Section 260533 - Raceways and Boxes for Electrical Systems.

1.03 REFERENCES

- A. ANSI/NFPA 70 National Electric Code.
- B. NEMA WD1 General Purpose Wiring Devices.

1.04 SUBMITTALS

- A. Submit product data under provisions of Section 013300.
- B. Provide manufacturer's catalog information showing dimensions, colors and configuration.

1.05 REGULATORY REQUIREMENTS

A. Furnish products listed and classified by Underwriters Laboratories, Inc. as suitable for purpose specified and shown.

PART 2 - PRODUCTS

2.01 SWITCHES

- A. Manufacturers: HUBBELL, BRYANT, GENERAL ELECTRIC.
- B. Single pole, 20 amp, 120/277 VAC, NEMA WD-1, heavy duty, UL20.
- C. Device Plate: Stainless steel.

2.02 RECEPTACLES

- A. Manufacturers: HUBBELL, BRYANT, GENERAL ELECTRIC.
- B. 20 amp, 125 VAC, NEMA WD-1, heavy duty.
- C. 20 amp, 125 VAC, NEMA WD-1, heavy duty, ground fault circuit interrupter.
- D. Duplex type.
- E. Device Plate: Stainless steel.

2.03 TELEPHONE/DATA OUTLETS

- A. Provide combination telephone/data jacks compatible with RJ-45 and RJ-11 cable connections.
- B. Provide "Decora" type with matching vinyl cover plate.
- C. Colors shall be selected by the District..

PART 3 - EXECUTION

3.01 INSTALLATION

A. Mounting:

- Mount all switches 46-inches above finished floor to center line of switch unless noted otherwise.
- 2. Mount all receptacles 18-inches above finished floor to center line of receptacle unless noted otherwise.
- 3. Install switches with OFF position down.
- B. Polarity: Properly wire all receptacles so that the hot wire, the neutral wire and the ground wire connect to the proper terminal on all receptacles.
- C. Grounding: Install all devices in boxes specified under Section 260533 and install a No. 12 green ground wire from device grounding terminal to the outlet box in accordance with the National Electric Code.
- D. Install device plates on switch, receptacle and blank outlets in full contact with wall surface.
- E. Provide new SO cord for all chemical pumps and install plug end to match receptacle.

3.02 FIELD QUALITY CONTROL

- A. Inspect each wiring device for defects.
- B. Operate each wall switch with circuit energized and verify proper operation.
- C. Verify that each receptacle device is energized.
- D. Test each receptacle device for proper polarity.
- E. Test each GFCI receptacle device for proper operation.

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Disconnect switches.
- B. Enclosed Circuit Breakers.

1.02 REFERENCES

- A. NEMA KS-1 Enclosed Switches.
- B. ANSI/UL 198C High Intensity Capacity Fuses, Current Limiting Types.
- C. ANSI/UL 198E Class R Fuses.
- D. FS W-S 865 Switch, Box (Enclosed), Surface Mounted.
- E. NEMA AB1 Molded Case Circuit Breakers.

1.03 SUBMITTALS

- A. Submit product data under provisions of Section 013300.
- B. Include outlet drawings with dimensions and equipment ratings for voltage, capacity, horsepower and short circuit current ratings.

1.04 RELATED SECTION

A. Section 260553 - Identification for Electrical Systems.

1.05 COORDINATION

A. Coordinate layout and installation of switches, circuit breakers, and components with equipment served and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.

PART 2 - PRODUCTS

2.01 DISCONNECT SWITCHES

- A. Disconnect switches shall be GENERAL ELECTRIC, heavy-duty Type TH or approved equal.
- B. 75°C conductor ratings.
- C. Ratings: 240VAC
- D. Quick-break, quick-make, load interrupter enclosed knife switch with externally operable handle interlocked to prevent opening front cover with switch in ON position. Handle lockable in OFF position.
- E. Suitable for use as service entrance equipment.
- F. UL listed for Class R 200,000 RMS amps, symmetrical IC.
- G. Enclosures: Refer to drawings.

2.02 MOLDED CASE CIRCUIT BREAKERS

- A. Install molded case circuit breakers for Main Circuit Breaker and Panel Circuit Breakers.
- B. Molded Case Circuit Breaker:
 - Manufacturer: SIEMENS
 - a. 125 Amp, 3 Pole Type ED6.
 - 2. AIC Rating: 65,000 amperes.
 - 3. Thermal magnetic with interchangeable trip
- C. Enclosure
 - Manufacturer: SIEMENS
 - 2. Rating: NEMA 1 (for interior use) or NEMA 3R (for exterior use)
 - 3. External Throw.
 - 4. Suitable for Service Entrance Equipment (where applicable).

2.03 EXTRA MATERIALS

A. Provide one complete set based on number of poles of spare fuses for each fused disconnect switch. Provide to Owner.

PART 3 - EXECUTION

3.01 INSTALLATION REQUIREMENTS

- A. Install individual wall-mounted switches and circuit breakers with tops at uniform height unless otherwise indicated.
- B. Temporary Lifting Provisions: Removed temporary lifting eyes, channels, and brackets and temporary blocking of moving parts from enclosures and components.
- C. Provide switches/enclosed circuit breakers at locations as indicated on drawings.
- Refer to disconnect switch schedule on drawings for ampacity ratings, fuse sizes, number of poles and enclosure ratings.
- E. Install fuses in fusible devices.
- F. Install engraved nameplates on each switch and enclosed circuit breaker identifying the following:
 - 1. Switch designated.
 - Load served.
 - 3. Power origination.

3.02 ADJUSTING

- A. Adjust moving parts and operable components to function smoothly, and lubricate as recommended by manufacturer.
- B. Set field-adjustable circuit breaker trip ranges.

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- Interior luminaries and accessories.
- B. Emergency lighting and units.

1.02 REFERENCES

- A. NEMA WD 6 Wiring Devices Dimensional Requirements.
- B. NFPA 70 National Electric Code.
- C. NFPA 101 Life Safety Code.
- LM-79-08, IESNA Approved Method for the Electrical and Photometric Measurements of Solid-Sate Lighting Products
- E. LM-80-08, IESNA Approved Method for Measuring Lumen Maintenance of LED Light Sources

1.03 SUBMITTALS

- A. Submit product data under provisions of Section 013300.
- B. Shop Drawings: Indicate dimensions and components for each luminaire that is not a standard product of the manufacturer.
- C. Product Data: Provide dimensions, ratings, performance data and installation instructions.
- D. Submit manufacturer's installation instructions. Indicate application conditions and limitations of use stipulated by Product testing agency specified under Regulatory Requirements. Include instructions for storage, handling, protection, examination, preparation and installation of Product.
- E. All foot candle calculations and photometrics must be provided with substitute products. Photometrics shall include a room by room analysis showing walls, room names and room numbers. Calculation points shall be 2 feet on center, measured at 30" above the floor. Maintained foot candle levels shall meet or exceed those listed in Section 2.03B of this specification. On each drawing, provide a table showing the Room Name, Room Number, Maximum Light Level, Minimum Light Level, Average Light Level, Min:Max Ratio and, IES File Model Number.
- F. All substitute LED light fixtures and LED retrofit lighting kits must be Design Lights Consortium (DLC) qualified.
- G. All substitute LED replacement lamps must be listed by Energy Star as Certified Light Bulbs.

1.04 REGULATORY REQUIREMENTS

- A. Conform to requirements of ANSI/NFPA 70.
- B. Furnish products listed and classified by Underwriters Laboratories, Inc.

1.05 EXTRA PRODUCTS

A. Section 017800 - Closeout Submittals.

- B. LED Fixtures: At completion of installation, deliver to Owner.
 - 1. Five (5%) percent of additional fixtures for each type specified on the light fixture schedule with a minimum of one (1) fixture.

PART 2 - PRODUCTS

2.01 LIGHTING UNITS

- A. Refer to lighting fixture schedule on drawings for fixture manufacturer, catalog number, and fixture description.
- B. Provide electronic energy saving ballasts. Where dimming is shown on drawings, provide dimmable type ballasts.
- C. Incandescent and high intensity discharge recessed lighting fixtures are to be furnished with thermal cut outs as required by NEC.
- All fixtures equipped with emergency battery packs shall have test light and switch accessible and visible from the room floor.

2.02 LIGHTING FIXTURE NOTES

- A. MOUNTING: Electrical Contractor is responsible for reviewing all mounting arrangements prior to ordering any products. Electrical Contractor is responsible for ordering all of the proper fixtures, mounting hardware and miscellaneous fasteners to complete project. Fixtures to be secured to the structure from a minimum of two points, at opposing ends of the fixture when ceiling recessed or surface mounted. Four points shall be secured where necessary for the fixture to be parallel and tight to underside of ceiling. All recessed fixtures to fit tight to ceiling to eliminate all light leaks. Trim kits, when not secured internally to fixture, shall be secured to structure at a minimum of two points.
- B. MOUNTING: Prior to submitting and ordering any light fixture, Contractor is responsible for verifying adequate mounting clearances for all light fixtures that are to be recessed into a grid type ceiling. Where new ceilings are to be installed, contractor shall coordinate with ceiling installers for exact mounting heights and required mounting spaces.
- C. FINISHES: All exposed portions (permanent or adjustable) of fixtures to be finished by the manufacturer in a finish as specified.
- D. Fixtures shall come pre-assembled and complete with all sockets (incandescent to be spring supported), lamp ends, ballasts, transformers, fixture ends, trim rings, plates, and low density mounting kits (as required) for a complete installation.

E. LENSES:

- 1. Flourescent Minimum 0.125" thick and to be virgin acrylic.
- 2. Low voltage Tempered glass, to enclose lamp.
- F. LAMPS: Sylvania, Phillips or General Electric, as selected by the Electrical Contractor. Note, all lamps for one project to be furnished by the same manufacturer unless otherwise specified. At the end of the project, the Electrical Contractor shall turn over to the Owner one lamp envelope from each type installed. The Contractor shall be responsible for replacing all lamps which burn out during construction and up to ninety (90) days after Owner occupancy of the building.

- G. VOLTAGE: As noted on the lighting fixture schedule. Contractor is responsible for field verifying available voltage(s) and ordering fixtures, ballasts, and transformers accordingly.
- H. ORDERING: It is solely the responsibility of the Contractor to order fixtures, lamps, mounting brackets and accessories so that the fixtures will be installed and operating upon Owner Occupancy opening. Contractor is responsible for all delays because of his/her lack of effort to order the products in a timely manner.
- I. SHIPPING: The light fixture manufacturer shall mark the fixture type as indicated on the contract drawings and/or shop drawings on the respective carton when shipping luminaries. The Contractor shall be responsible for checking each carton immediately upon receipt for verification that fixtures are undamaged and no contents are missing. All discrepancies must be reported to shipper and manufacturer immediately; otherwise the Contractor shall be responsible for items which are lacking or damaged.

2.03 WARRANTY

A. All light fixtures shall have a 5-year manufacturer's warranty. Warranty shall begin on date of substantial completion.

2.04 SUBSTITUTIONS

- A. LIGHTING LEVELS:
 - 1. Library: 30 F.C.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Install fixtures in accordance with manufacturer's instructions.
- B. Mount fixtures in locations as shown on drawings and as called for in schedule on electrical drawings. Determine type of ceiling to be installed in each space from drawings and schedules and furnish fixtures suitable for the exact type.
- C. Joints in fixture wiring shall be made using wire nuts, pre-insulated Scotch locks, or other approved mechanical means of connection.
- D. Adjustable type fixtures shall be adjusted by the Contractor to illuminate intended area to satisfaction of the Engineer.
- E. Surface fixtures in or on plastered or drywall ceilings shall be supported from pieces of support channel spanning across main support channels and shall not depend on ceilings for support.
- F. Coordinate fixture locations to clear diffusers, ductwork, piping, etc.
- G. Maintain integrity of enclosures on all enclosed and gasketed fixtures. Minimize number of enclosure penetrations and make such penetrations water and dust tight with appropriate gasketing and fittings.
- H. Fixtures are to fit tight against construction to eliminate light leaks.
- I. Support recessed fixtures 2 foot x 2 foot and larger using a minimum of four independent wire hangers, one on each corner, of same gauge as ceiling suspension system supported from building structure independent of ceiling framing. Install earthquake clips to secure recessed grid-suspended luminaries in place.

- J. Surface-mounted fixtures are to cover mounting hardware. Use a canopy that is no longer than the length and width of the fixture and at a height that is no higher than required to mount the fixture absolutely vertical. Fixtures shall be plumb and shall align with building lines and with each other. Support surface mounted luminaries on grid ceiling directly from building structure. Secure to prevent movement.
- K. Install recessed luminaries using accessories and firestopping materials to meet regulatory requirements for fire rating. In fire rated ceilings, recessed luminaries must carry one-hour UL fire rating classification.
- L. Install all accessories specified with each fixture. Install recessed luminaries to permit removal from below.
- M. Bond products and metal accessories to branch circuit equipment grounding conductor.
- N. At completion of installation and before turning over to owner, clean and remove all dirt and smudges from all lighting fixtures including lenses, louvers and reflectors.
- O. Replace LED luminaries that have failed at completion of project.

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Fire Alarm Control Panels (FACP).
- B. Door Holders.

1.02 RELATED SECTIONS

A. Section 260535 – Conduit.

1.03 REFERENCES

- A. NFPA 70 National Electrical Code.
- B. NFPA 72, 72G, 72H National Fire Alarm Code.
- C. NFPA 101 Life safety code.

1.04 WORK INCLUDED

- A. Furnish and install as described in these specifications and as indicated on the drawings, fire alarm and smoke detection equipment with battery backup.
 - 1. All equipment shall be UL listed under category UOJZ as an integrated control system; equipment listed under category UOXX as a control unit accessory shall not be acceptable. The installation shall meet the applicable requirements of NFPA 72 and New York State Code, as well as those standards set by the authorities having jurisdiction.
 - All panels and peripheral devices shall be the standard product of a single manufacturer and shall display the manufacturer's name on each component. The catalog numbers specified under this section constitute the type, product quality, material and desired operating features.
 - 3. Provide all labor, materials and services to perform all operations required for the complete installation and related work shown on the drawings and as specified herein.
 - 4. All electrical work and equipment shall meet the requirements of NFPA 70 and 72.
 - 5. Existing fire alarm system to be disconnected and removed in its entirety once new system is installed, operational and tested. Contractor to patch and paint all openings as a result of removed equipment. Contractor to provide and install new ceiling tiles to match existing where damaged or holes are left from removed equipment.

1.05 SUBMITTALS

- A. Submit product data as required by Section 013300.
 - 1. Two copies of all submittals shall be submitted to the Architect/Engineer for review.
 - 2. All references to manufacturer's model numbers and other pertinent information herein is intended to establish minimum standards of performance, function and quality.
 - 3. Equivalent equipment (compatible UL-Listed) from other manufacturers may be substituted for the specified equipment as long as the minimum standards are met, and upon approval of the Architect/Engineer.

B. Shop drawings:

- Provide a list (bill of materials) of all types of equipment and components provided.
- Provide annunciator layout and system wiring diagram showing each device and wiring connection required, including existing equipment. Provide a description of operation of the system. Provide system ampere load and time calculations to substantiate compliance

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- with battery backup (24 hours in non-alarm condition followed by 5 minutes in alarm, after normal power loss)
- 3. Sufficient information clearly presented shall be included to determine compliance with drawings and specifications.
- 4. Include manufacturer's printed product data with name(s), model numbers, ratings, power requirements, equipment layout, device arrangement, complete wiring point-to-point diagrams, and conduit layouts.

C. Manuals:

- Submit simultaneously with the shop drawings, complete operating and maintenance manual listing the manufacturers name(s) including technical data sheets.
- 2. Wiring diagrams shall indicate internal wiring for each item of equipment and the interconnections between the items of equipment.
- 3. Provide a clear and concise description of operation that gives, in detail, the information required to properly operate the equipment and system.
- 4. Indicate application conditions and limitations of use stipulated by product testing agency.
- 5. Include instructions for storage, handling, protection, examination, preparation, installation, and starting of products.

D. Test Reports and Certifications:

- 1. Indicate satisfactory completion of required tests and inspections.
- 2. Together with the shop drawing submittal, submit a certification from the major equipment manufacturer indicating that the proposed supervisor of installation and the proposed performer of contract maintenance is an authorized representative of the major equipment manufacturer. Include names and addresses in the certification.
- E. Contractor shall provide Engineer with a complete set of drawings (including all floors, crawl spaces, closets, open spaces) showing a complete survey of all existing and new fire equipment devices and appliances prior to submission to Fire Marshal. Contractor shall provide Engineer with a complete list of all HVAC equipment to remain, including their associated CFM ratings and all associated duct smoke detectors. Upon approval from Engineer, Contractor shall submit complete package, with New York professional engineer's stamp, to Fire Marshal as per local requirements. The Contractor shall have a licensed New York State Professional Engineer stamp all drawings and applications, including submittals for approval from H2M. Pay for all fees to obtain permits and approval.

1.06 PROJECT RECORD DOCUMENTS

- A. Submit under provisions of Section 017839.
- B. On as-built installation drawings: Record actual locations of initiating devices, signaling appliances, and end-of-line devices, including those that are existing.
- C. Provide a written sequence of operation to the owner.
- D. Provide site specific software and program, including all addressable points.
- E. A completed NFPA 72 Inspection and Testing form shall be submitted to the owner, prior to system acceptance.

1.07 OPERATION AND MAINTENANCE DATA

A. Submit under provisions of Section 017839.

- B. Maintenance and testing shall be on a semiannual basis or as required by the Authority Having Jurisdiction (AHJ). A preventive maintenance schedule shall be provided by the Contractor that shall describe the protocol for preventative maintenance. The schedule shall include:
 - Systematic examination, adjustments and cleaning of all detectors, manual fire alarm stations, control panels, power supplies, relays and all accessories of the fire alarm system.
 - 2. Each circuit in the fire alarm system shall be tested semiannually.
 - 3. Each smoke detector shall be tested in accordance with the requirements of NFPA 72 Chapter 7.

1.08 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing the products specified in this section with minimum tem (10) years documented experience, and with service facilities within fifty (50) miles of project location.
- B. Installer: Company specializing in installing the products specified in this section with minimum three (3) years documented experience, and certified by the State of New York as fire alarm installer.

1.09 EXTRA MATERIALS

- A. Furnish under provisions of Section 017839.
- B. Provide one (1) pair of each type of magnetic door holder.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

A. EXISTING SILENT KNIGHT IFP-1000

2.02 GENERAL

- A. All equipment and components shall be new, and the manufacturer's current model. The materials, appliances, equipment and devices shall be tested and listed by a nationally recognized approval agency for use as part of a protected premises protective signaling (fire alarm) system.
- B. All equipment and components shall be installed in strict compliance with manufacturers' recommendations. Consult the manufacturer's installation manuals for all wiring diagrams, schematics, physical equipment sizes, etc., before beginning equipment installation.
- C. All equipment shall be attached to walls and ceiling/floor assemblies and shall be held firmly in place (e.g., detectors shall not be supported solely by suspended ceilings). Fasteners and supports shall be adequate to support the required load.

2.03 CONDUIT AND WIRE

A. Conduit:

- 1. Conduit shall be in accordance with the National Electric Code (NEC), local and state requirements.
- 2. All wiring shall be installed using plenum rated cable except for boiler, mechanical and electrical rooms and any other rooms with open ceilings.
- 3. Cable must be separated from any open conductors, as per NEC Article 760-29.

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- 4. Wiring for 24 volt control, alarm notification, emergency communication and similar power-limited auxiliary functions may be run in the same conduit as initiating and signaling line circuits. All circuits shall be provided with transient suppression devices and the system shall be designed to permit simultaneous operation of all circuits without interference or loss of signals
- 5. Conduit shall enter the Fire Alarm Control Panel, Remote Annunciator Panel and/or backboxes where conduit entry is designated and permitted by the FACP manufacturer.
- 6. Conduit shall be 3/4 inch (19.1 mm) minimum.
- 7. In finished areas where conduit cannot be concealed, surface mounted raceway is to be used.

B. Wire:

- 1. All fire alarm system wiring shall be new.
- 2. Wiring shall be in accordance with local, state and national codes (e.g., NEC Article 760), and as recommended by the manufacturer of the fire alarm system. Number and size of conductors shall be as recommended by the fire alarm system manufacturer, but not less than 18 AWG (1.02 mm) for Initiating Device Circuits and Signaling Line Circuits, and not less than 14 AWG (1.63mm) for Notification Appliance Circuits. All wiring shall be of the type recommended by the manufacturer.
- 3. All wire and cable shall be listed and/or approved by a recognized testing agency for use with a protective signaling system.
- 4. All wire and cable shall have a fire resistance rating suitable for the installation as indicated in NFPA 70 and shall test free from grounds or crosses between conductors.
- 5. Wiring used for the multiplex communication loop shall be twisted and shielded and installed in conduit unless specifically excepted by the fire alarm equipment manufacturer. The system shall permit use of IDC and NAC wiring in the same conduit with the communication loop.
- 6. All field wiring shall be completely supervised.
- C. Terminal Boxes, Junction Boxes and Cabinets:
 - 1. All boxes and cabinets shall be UL listed for their use and purpose.
- D. Circuits shall be arranged to serve like categories (manual, smoke, horn, strobe). Mixed category circuitry shall not be permitted except on signaling line circuits connected to addressable reporting devices.

2.04 SEQUENCE OF OPERATIONS

- A. Basic Addressing and Circuiting Guidelines
 - 1. The addressable fire alarm system shall provide an individual multiplex data address for each addressable manual fire alarm station, addressable area smoke detector, addressable duct smoke detector, addressable heat detector, Monitor Zone Addressable Module (MZAM), Control Zone Addressable Module (CZAM) or Signal Zone Addressable Module (SZAM). The FACP shall be able to support up to a system total of two hundred fifty-four (516) individual addresses.
 - 2. The FACP shall provide NFPA Standard 72A, Style 4 (Class B, two wire) addressable data communications circuits (MAPNET) to provide connection of and communication with the addressable devices, as required by these Specifications and/or as shown on the Drawings. Each addressable data communications circuit (MAPNET) shall provide the capability of communicating with up to one hundred twenty-seven (127) addressable devices.
- B. Fire Alarm System Sequence of Operation
 - 1. The FACP central processing unit (CPU) shall provide for the monitoring of addressable, smoke sensors. Each smoke sensor shall be individually monitored for its normal output voltage level, which is a function of accumulating environmental factors such as dirt and

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dust. The normal output voltage level shall be digitized and transmitted to the FACP CPU every four (4) seconds. The FACP CPU shall maintain a moving average of these normal voltage outputs in an individual sensor average file. When smoke enters the sensor, the output voltage rises in direct proportion to the density of the smoke and the alarm condition of each smoke sensor is determined at the FACP CPU by comparing the current actual value with the sensor's normal average value combined with the alarm threshold programmed for that sensor. The alarm threshold may be individually programmed for each smoke sensor as a sensitivity percentage (0.5%, 1.0%, 1.5%, 2.0%, 2.5%, 3.0% and 3.7%) above its normal average value. The sensitivity percentage for each sensor may also be programmed to change as a function of the time of day and day of week. When an individual sensor's normal average value rises to a fixed, preset level due to excess accumulation of dirt and dust, a system trouble condition shall be generated and a "sensor dirty" message shall be displayed, for that sensor, on the FACP LCD display and entered into the system historical trouble log. If the sensor is not cleaned and further accumulation occurs that would degrade proper sensor operation, a second system trouble condition shall be generated and a "sensor excessively dirty" message shall be displayed and entered into the system historical trouble log.

- Operation of any manual fire alarm station or activation of any smoke sensor, area smoke detector, duct smoke detector, or heat detector throughout the building shall automatically:
 - a. Sound all horns (except the exterior sprinkler horn/strobe) throughout the building with an individual Temporal '3' Code. The alarm signals may be silenced during the alarm condition by operation of the FACP alarm silence switch. Subsequent alarm conditions shall re-sound the alarm horns.
 - b. Flash all alarm strobe lights (except the exterior sprinkler horn/strobe) throughout the building. The alarm strobe lights shall be turned off when the system is reset.
 - c. Display a general alarm indication and system status summary (numbers of alarm, supervisory and/or trouble conditions) on the FACP liquid crystal display (LCD). Pressing the alarm acknowledge key shall display, for thirty (30) seconds, the individual device or circuit display, to include the "alarm" status and custom label (up to forty characters and spaces) for the addressable device or circuit of alarm initiation on the liquid crystal display (LCD). At the end of the thirty (30) second period, the general alarm indication and system status summary shall again be displayed. The individual device/circuit display may be recalled at any time by repressing the alarm acknowledge key or until the alarm condition is reset to normal.
 - d. Enter the alarm condition custom label with time and date of occurrence into the FACP historical alarm log for future recall.
 - e. Shutdown all fans over 1000 CFM.
 - f. Release Magnetic Door Hold Opens.
 - g. Activate circuit for to initiate alarm to central station. The Central station monitoring shall be furnished by owner.
- 3. Operation of any carbon monoxide detector the building shall automatically:
 - a. Sound the integral sounder base on the carbon monoxide detector in alarm only, with an individual Temporal '4' Code. The alarm signals shall only be silenced when carbon monoxide detector is no longer in alarm.
 - b. Display/sound an alarm indication and system status summary (numbers of alarm, supervisory and/or trouble conditions) on the FACP liquid crystal display (LCD) stating "Carbon Monoxide Alarm". Pressing the alarm acknowledge key shall display, for thirty (30) seconds, the individual device or circuit display, to include the "alarm" status and custom label (up to forty characters and spaces) for the addressable device or circuit of alarm initiation on the liquid crystal display (LCD). At the end of the thirty (30) second period, the general alarm indication and system status summary shall again be displayed. The individual device/circuit display may be recalled at any time by repressing the alarm acknowledge key or until the alarm condition is reset to normal.
 - c. Enter the alarm condition custom label with time and date of occurrence into the FACP historical alarm log for future recall.

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- d. Shutdown all fans over 1000 CFM.
- e. Release Magnetic Door Hold Opens.
- f. Activate circuit for to initiate alarm to central station stating "Carbon Monoxide Alarm". The Central station monitoring shall be furnished by owner.

2.05 MAIN FIRE ALARM CONTROL PANEL

A. The existing fire alarm control panel is Silent Knight IFP-1000.

2.06 MAGNETIC DOOR HOLDERS

A. Units shall be Silent Knight IFP-1000 Series and listed to UL 228 Units are equipped for surface mounting as indicated and are complete with matching doorplate. Unit shall operate from a 120VAC, 24VAC, 24VDC source and develops a minimum of 25 lbs. holding force.

2.07 GRAPHIC MAP

A. Contractor shall provide and install a weather proof map of the facility. Map shall be on 24" by 36" laminated paper. Contractor shall program descriptions for detection devices to include a location (example: room#, hallway, etc.) and closet column (example: Clmn68). Contractor shall coordinate with District for exact descriptions prior to programming. Map shall be provided with and installed in a weatherproof lockable enclosure, located adjacent to each remote annunciator and fire alarm control panel. District will provide contractor with a drawing of the facility in AutoCAD 2000 format.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. No installation shall begin without approved plans from the fire marshal or AHJ.
- B. The entire system shall be installed in a workmanlike manner, in accordance with approved manufacturer's wiring diagrams. The Contractor shall furnish all conduit, wiring, outlet boxes, junction boxes, cabinets and similar devices necessary for the complete installation.
- C. All penetrations of floor slabs and fire walls shall be fire stopped in accordance with all local fire codes.
- D. End of Line Devices (Resistors/Diodes/Capacitors): Shall be furnished as required for mounting as directed by the manufacturer.
- E. All wiring shall be color coded throughout, to National Electrical Code standards and a minimum of No. 18 AWG., unless otherwise noted. All wiring shall be of the type recommended by the manufacturer.
- F. All wires shall test free from grounds or crosses between conductors.
- G. Fire alarm system terminal and junction locations shall be identified in accordance with NFPA Standard 70, Section 760-3. Terminal and junction boxes shall be painted red and stenciled in white letters "FIRE ALARM", preventing unintentional interference with the fire alarm system wiring during testing, servicing and additional modifications to the system.
- H. The system shall be arranged to receive power from two/three-wire, 30 Ampere, 120 volt, 60 cycle alternating current supply through fused cut-out with emergency generator backup. All low voltage operation shall be provided from the FACP(s).

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- I. All final connections between system equipment and the wiring shall be made under the supervision of a trained manufacturer's technical representative.
- J. The contractor shall submit to the Authority Having Jurisdiction (AHJ), all necessary drawings and equipment specifications required for a complete AHJ approved system. Drawings shall be prepared by the Contractor.
- K. The Contractor shall have a licensed New York State Professional Engineer Stamp all drawings and applications. Pay for all fees to obtain all necessary permits.
- L. All junction boxes housing relays must be labeled with P-Touch type labeler with relay point number and device it serves, i.e. (0001-Flow Switch 1).
- M. Contractor to review points list prior to programming with Owner. Contractor only to program approved points list. Any changes to program not previously approved by Owner will be done at Contractor's expense.

3.02 CLEAN UP

- A. Upon completion of the installation, all debris created by the installation shall be removed from the premises or disposed of as directed by the Owner.
- B. It shall be the responsibility of the installing contractor to assure that construction debris does not adversely affect any sensing devices installed as part of this project. Should it be deemed necessary by the engineer, owner or AHJ, the installing contractor shall be responsible for the clearing of all devices prior to final acceptance.

3.03 TESTS

- A. Prior to the final acceptance test, the Contractor and a trained manufacturer's technical representative shall test the completed system for proper operation. The system shall be demonstrated to perform all of the functions as below listed in 3.04 C. Any system, equipment or wiring failures discovered during said test shall be repaired or replaced before requesting scheduling of the final acceptance test.
- B. The system shall be tested for final acceptance in the presence of the Owner's representative, Architect's representative, Engineer's representative, the local Code enforcement official, Contractor's representative and the Manufacturer's representative.
- C. During the final acceptance test:
 - 1. Every manual fire alarm station shall be tested.
 - 2. Every smoke detector shall be tested using Simplex tester or equivalent device.
 - 3. The sprinkler system waterflow alarm switches shall be tested by flowing water. The sprinkler system valve tamper switches shall be tested by closing sprinkler valves. On dry type sprinkler systems, the air pressure shall be measured.
 - 4. Every audible alarm signaling device shall be sounded.
 - 5. Every visual alarm signaling device shall be lit or flashed.
 - 6. Every system control function shall be tested for its proper operation.
 - 7. All supervised circuits shall be opened at two (2) locations to test for proper supervision.
- D. Upon successful completion of all final acceptance tests, the Contractor's and Manufacturer's representatives shall each author and sign a letter confirming the successful completion of testing. Two (2) copies of each letter shall be forwarded to the Owner's representative, the Architect's representative, the Engineer's representative and the local Code enforcement official.

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E. All final acceptance testing shall be done at a time convenient to the local Code enforcement official and the Owner's representatives and all testing costs shall be born by the Contractor as part of this Contract.

3.04 DOCUMENTATION AND TRAINING

A. The Contractor shall provide the services of a trained manufacturer's employee for a period of four (4) hours, during normal business hours, to instruct the Owner's designated personnel on the operation and maintenance of the entire system. Where multiple shifts are present Contractor to provide a four (4) hour training period for each shift, maximum of 3.

3.05 MAINTENANCE AND TESTING AGREEMENT

A. The equipment manufacturer shall provide to the Owner a price quotation for a one (1) year fire alarm system maintenance and testing agreement to begin upon final acceptance of the system. System Supplier shall have a local service organization with a minimum of 20 factory trained technicians. Technicians shall be NICET Level 2 certified.

3.06 SERVICE AND MAINTENANCE

- A. The equipment manufacturer shall make available a fully equipped service organization, capable of guaranteeing an on-site service response time within eight (8) hours to a service request call. Said service shall be available twenty-four (24) hours per day and seven (7) days per week.
- B. The equipment manufacturer shall make available, to the Owner, a price quotation for a one (1) year maintenance and testing agreement, to take effect on the date of final acceptance

3.07 DEMONSTRATION

- A. Provide systems demonstration under provisions of Section 017500.
- B. Provide instruction as required for operating the system. "Hands-on" demonstration of the operation of all system components and the entire system including program changes and functions shall be provided
- C. Demonstrate normal and abnormal modes of operation and required responses to each.
- D. The Contractor and/or the Systems Manufacturer's representative shall provide a typewritten "Sequence of Operation" to the Owner at the time of demonstration.
- E. Contractor to provide O&M manuals for the fire alarm equipment on disk format.

3.08 GUARANTEE

A. The Contractor shall guarantee all wiring to be free from inherent mechanical and electrical defects for one (1) year. Manufacturer shall make available to the Owner a local service department, which shall stock standard parts on the premises. Maintenance is to be provided during normal working hours, at no cost to the owner, for a period of twelve (12) months from the date of acceptance of the installation, unless damage is caused by misuse, abuse or accident.

END OF SECTION

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REGULATED BUILDING MATERIALS SURVEY REPORT

For

Ridgeway Elementary School 225 Ridgeway Circle White Plains, New York 10605

Prepared For:

White Plains City School District 5 Homeside Lane White Plains, New York 10605



Prepared By:

Langan Engineering, Environmental, Surveying, Landscape Architecture and Geology, D.P.C. 300 Kimball Drive Parsippany, New Jersey 07054

Craig Napolitano, CHMM
Associate

December 19, 2023 Langan Project No. 101061123



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ACRONYMS

| RBM | Regulated Building Materials (RBM) includes but is not limited to (Asbestos Containing Materials (ACM), Lead Containing Paint (LCP), Polychlorinated Biphenyls (PCBs), Ozone Depleting Substances (ODS), Radioactive Sources, Oil-containing Equipment, Universal Waste, and Electronic Wastes |
|--------------------|--|
| USEPA | United States Environmental Protection Agency |
| NYSDOL | New York State Department of Labor |
| AHERA | Asbestos Hazard Emergency Response Act |
| OSHA | Occupational Safety and Health Administration |
| CAA | Clean Air Act |
| TSCA | Toxic Substance Control Act |
| CFR | Code of Federal Regulation |
| EPA | United States Environmental Protection Agency |
| HEPA | High Efficiency Particulate Air |
| HUD | Housing and Urban Development |
| NESHAPS | National Standards for Hazardous Air Pollutants |
| RCRA | Resource Conservation and Recovery Act |
| PLM | Polarized Light Microscopy |
| TEM | Transmission Electron Microscopy |
| ACM | Asbestos-Containing Materials |
| LBP | Lead-Based Paint |
| PCB | Polychlorinated Biphenyls (PCB) |
| SF | Square Feet |
| LF | Linear Feet |
| mg/cm ² | Milligrams per square centimeter |
| PPM | Parts Per Million |
| XRF | X-ray Fluorescence |
| AAS | Atomic Absorption Spectrometry |
| TCLP | Toxicity Characteristic Leaching Procedure |
| | Definition of Regulated building materials will be needed |

EXECUTIVE SUMMARY

This report by Langan Engineering, Environmental, Surveying, Landscape Architecture and Geology, D.P.C. (Langan) on behalf of the White Plains City School District and summarizes regulated building materials (RBM) survey findings for the select areas of Ridgeway Elementary School, at 225 Ridgeway Circle, White Plains, NY 10605. To address potential exposure by the planned building renovation, the objective of this RBM survey was to identify the presence/absence of asbestos-containing materials (ACM), lead containing paint (LCP) and polychlorinated biphenyls (PCBs) containing caulk/sealants.

PROJECT INFORMATION:

| Client Name: | White Plains City School District | Survey Dates: | 12/06/2023 |
|------------------------------------|--------------------------------------|-----------------------------|-----------------------------------|
| Professional's Project #: | 101061123 | Construction Dates: | Circa 1950s original construction |
| Professional's Project Manager: | Craig Napolitano | No. of Building(s): | 1 |
| Phone No.: | 646-210-6500 | No. of Stories: | 1 |
| Email: | cnapolitano@langan.com | Estimated Gross Footage: | Unknown SF |
| Property Address: | 225 Ridgeway Circle | Basement: | No |
| Property Town, County, State: | White Plains, New York 10605 | Property Use: | Elementary School |
| Property Identification: | | Last Altered | |

KEY FINDINGS

<u>Asbestos-Containing Materials (ACM)</u>

The following materials were reported to contain asbestos exceeding one percent (>1%) and are ACM or were not sampled but are assumed as ACM:

| Material | Location | Survey Results | | Estimated Quantity | | |
|--|--------------------|----------------|--|-----------------------|-------|----|
| ACM/ASSUMED ACM FINDINGS WITHIN SURVEYED BUILDING AREAS | | | | | | |
| Building Interiors | | | | | | |
| Window Caulk | Library | ACM | | 1.50% Trace | 28 | LF |
| Roofing Materials (Built up roofing materials, vapor barrier, parapet flashing, etc.) | Roof above Kitchen | Assumed ACM | | | TBD | |
| Waterproofing Material below Floor Tile Setting Bed, Assumed ACM | | Assumed ACM | | | 1,300 | SF |
| Kitchen Exhaust Duct (Hood) Insulation), Assumed ACM | Kitchen | Assumed ACM | | | 60 | SF |
| Walk-in Freezer Insulation), Assumed ACM | | Assumed ACM | | | 660 | SF |

The bulk samples collected by Langan from the other suspect building materials were reported by the laboratory as "no asbestos detected". Refer to Table 1 for a summary of asbestos survey findings and Appendix A for a copy of test results and chain of custody documentation.

Lead Containing Paint (LCP)

Langan conducted 11 assays using an X-Ray Fluorescence (XRF) analyzer to screen the structure to identify lead concentrations in painted surfaces. Of the 11 XRF readings, 2 measurements had <u>detectable</u> concentrations of lead above 1.0 mg/cm². The paint on following building components were identified to contain lead <u>above 1.0 mg/cm²</u>.

- Kitchen Area Ceramic Wall Tile White Glazing, 23.2 mg/cm2.
- Kitchen Area Ceramic Wall Tile White Glazing, 26.2 mg/cm2.

Overall, the paint on various building components was observed in good condition. Refer to Table 2 for the XRF screening data.

PCBs Findings

As per USEPA Code of Federal Regulations (40 CFR 761.3) a PCB containing bulk product is any product which contains a concentration of PCB >50 PPM. Any product which contains <50 PPM PCB is considered a non-PCB product.

One (1) composite bulk samples of suspect caulking/sealant was collected from Caulking associated with the Interior Window Caulking in the Library and was submitted for PCB analysis. PCBs concentration in the caulk were below 50 parts per million (PPM). Test results are summarized in Table 3.

1.0 INTRODUCTION

1.1 Purpose

This report by Langan Engineering, Environmental, Surveying, Landscape Architecture and Geology, D.P.C. (Langan) on behalf of the White Plains School District summarizes the regulated building materials (RBM) survey findings for the Ridgeway Elementary School Upgrades project, located at 225 Ridgeway Circle, White Plains, NY 10605.

To address potential exposure by the planned building renovation, the objective of this RBM survey was to identify the presence/absence of asbestos-containing materials (ACM), lead containing paint (LCP), polychlorinated biphenyls (PCBs) containing caulk/sealants that may be disturbed in the upcoming renovation.

The remainder of this report presents our observations, findings, laboratory test results of samples collected, plans showing sampling locations, approximate locations of ACM and conclusions.

1.2 Assumptions, Limitations and Exceptions

Opinions, conclusions and recommendations presented in this report apply to the site conditions those reasonably foreseeable based solely upon Langan's visual observations of accessible areas, laboratory test data, and current regulatory requirements. They cannot necessarily apply to conditions and features of which Langan is unaware and has not had the opportunity to evaluate. The conclusions noted in this report are intended

exclusively for the purpose stated herein, at the site indicated, and for the project indicated.

No survey method can completely eliminate the possibility of obtaining partial, imprecise, or incomplete information. Thus, the report does not warranty, guaranty, or represent that the surveys completely defined the locations, and/or condition of any RBMs and hazardous materials. Professional judgment was exercised in gathering and analyzing the information obtained, and Langan performed our services using that degree of skill and care ordinarily exercised under similar conditions by reputable members of Langan's profession practicing in the same or similar locality at the time of our performance.

Any suspect materials found during building remodeling, renovation or demolition which differ from materials sampled as part of this survey should be assumed to be asbestos-containing until surveyed by a properly trained and certified individual and tested by an accredited laboratory.

2.0 SITE DESCRIPTION

The surveyed Ridgeway Elementary School is located at 225 Ridgeway Circle, White Plains, New York and it belongs to the White Plains School District with facilities approximately 80 years old. The school district is located approximately 30 miles north of New York City in Westchester County NY.

The one-story subject building is constructed out brick and steel and houses an Elementary school.

3.0 ASBESTOS CONTAINING MATERIALS

3.1 Terminology

Suspect Asbestos-Containing Materials

Asbestos was used in certain types of construction and building materials. A few examples of these materials include floor tiles, ceiling panels, thermal system insulation, fireproofing insulation, roofing materials, etc. Until a material is examined using light microscopy or a similar technique, the building material is considered as a suspect asbestos-containing material. Any suspect ACM of unknown asbestos content (that is not tested) should be handled as if it were an asbestos containing material.

Asbestos–Containing Material (ACM)

According to Federal Environmental Protection Agency (EPA) National Emission Standards for Hazardous Air Pollutants (NESHAP), OSHA, New York State Department of Labor, Industrial Code Rule 56 (NYSDOL-ICR56) regulations, a material that is confirmed to contain greater than one percent (>1%) asbestos by polarized-light microscopy (PLM) analysis is classified as ACM. Under current EPA-NESHAP and NYSDOL-ICR56 regulations, materials that are confirmed to contain one percent or less asbestos (<1%) are considered non-ACM and are not regulated. However, the Occupational Safety and Health Administration (OSHA) still regulates these materials under its asbestos regulations. Therefore, there can be situations where EPA NESHAP regulations may not apply for specific materials, but OSHA regulations are applicable.

The EPA rule concerning the application, removal, and disposal of ACM is administered under NESHAP regulations 40 CFR 61.145, Subpart M – Standard for Demolition and Renovation. NESHAP only regulates ACM when it meets certain criteria, which is called Regulated ACM (RACM). RACM consists of

- Friable asbestos material
- Category I non-friable ACM that has become friable
- Category I non-friable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading, or
- Category II non-friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations regulated by this subpart.

Whether Friable or Category I & II materials, all ACM are regulated as per the NYSDOL-ICR56 regulations.

3.2 Survey Methodology

Langan conducted an ACM survey in general accordance with the applicable requirements of current EPA NESHAP Standard 40 CFR 61, Subpart M (Asbestos), NYSDOL-ICR56, and OSHA 29 CFR 1926.1101 asbestos survey and/or sampling protocols and sound judgement of the asbestos inspector(s).

Destructive and intrusive inspection techniques were <u>not employed.</u> Langan inventoried, classified, and collected representative bulk samples from suspect homogeneous areas (HAs) and submitted the samples for analysis. HAs are materials that appear similar in color, texture, and date of material application. The condition, and approximate location of each identified suspect ACM were documented.

Samples collected were properly packaged in individual plastic bags, sealed; catalogued and chain-of-custody documentation was completed. Laboratory analysis was performed following EPA 600/R-93/116 Method using Polarized Light Microscopy with Dispersion Staining (PLM/DS) which utilizes Visual Area Estimation (VAE) for determining concentrations of asbestos in a sample. Non-friable organically bound (NOB) materials which tested non-ACM via PLM were analyzed using transmission electron microscopy (TEM). Analytical testing was performed in accordance with NYSELAP Methods 198.1 (friable materials), 198.1(NOB), 198.4 (NOB-TEM), and 198.8 (surfacing materials containing vermiculite). Samples were analyzed by AmeriSci laboratory of New York (AmeriSci). AmeriSci is a member of the American Industrial Hygiene Association (AIHA), National Voluntary Laboratory Accreditation Program (NVLAP).

3.3 Files Review

Langan received and reviewed the following reports:

- WSP AHERA Management Plan dated August 2022
- Louis Berger Group Final report of Environmental Services 1/29/2014

3.4 Observations and Findings

The ACM survey of the subject building areas was conducted on December 6th, 2023 by Langan's Frank Acciarito & Drew Cheskin, NYSDOL certified asbestos inspectors and USEPA certified lead inspector. During the survey, suspect materials observed in the surveyed building areas were documented, assessed, quantified, and sampled as necessary.

Suspect materials identified as having asbestos content greater than one percent by weight are considered to be "positive" for asbestos in accordance with the EPA/NYSDOL definition of an asbestos-containing material. In general, suspect materials identified in the building were in good to fair conditions.

Refer to <u>Table 1</u> for a detailed summary of asbestos survey findings. A copy of analytical results and chain of custody documentation for the samples collected during the surveys is provided in <u>Appendix A.</u> Asbestos sampling locations are depicted on Figures.

3.5 Condition and Friability Assessment Table

For each inspection conducted, the inspector classifies ACM or Assumed ACM materials by friability and condition. This helps to determine the extent of damage in certain areas as well as the potential for further damage and Asbestos release due to disturbance of the material.

| Material | Location | Friability | Condition | Estimated Quantity |
|--|--------------------|------------|-----------|-----------------------|
| Roofing Materials (Built up roofing materials, vapor barrier, parapet flashing, etc.) | Roof above Kitchen | TBD | TBD | TBD |
| Waterproofing Material below Floor Tile Setting Bed, Assumed ACM | Kitchen | No | Good | 1,300 SF |
| Kitchen Exhaust Duct (Hood) Insulation), Assumed ACM | Kitchen | Yes | Good | 60 SF |
| Walk-in Freezer Insulation), Assumed ACM | Kitchen | Yes | Good | 660 SF |

Condition Definitions:

Good: None/Minimal apparent damage to ACM

Fair: Up to 10% localized damage or up to 25% of the entire ACM is damaged **Poor:** Over 10% localized damage or over 25% of the entire ACM is damaged

4.0 LEAD CONTAINING PAINT

4.1 Terminology

Lead Based Paint

As per EPA 40 CFR Part 745, TSCA, Title IV (Lead Exposure Reduction) the term "lead-based paint" means paint or other surface coatings that contain lead equal to or in excess of 1.0 milligrams per centimeter squared (1.0 mg/cm²) or more than 0.5 percent by weight. Although Langan recognizes that the EPA definition of LBP is only applicable to certain residential and child-occupied structures, we are using the EPA LBP definition as a threshold for reporting.

Lead Containing Paint (LCP) or Material Containing Lead

Occupational Safety and Health Administration (OSHA) consider any measurable concentration of lead in paint or material to be lead containing paint (LCP) or lead containing material (LCM).

4.2 Limited Screening Survey Methodology

On December 6th, 2023, Langan conducted a limited lead paint screening test of painted building components. The purpose of the lead paint screening was to determine the general presence of lead-containing paints at the site. OSHA considers any concentration of lead in paint to be lead containing paint according to the OSHA Lead in Construction standard (29 CFR 1926.62).

A Heuresis Pb200i X-Ray Fluorescence (XRF) Spectrum Analyzer was used to survey the subject building for the presence of lead-containing paint (LCP). The Heuresis Pb200i analyzer uses a cobalt 57 radioactive source and an advanced solid-state radiation detector to generate an x-ray fluorescence spectrum of a painted surface. During the analysis, the intensity of the x-rays is converted by the instrument's internal software into an estimate of the concentration of lead in the substance being analyzed. The results are interpreted as concentrations of lead in milligrams per square centimeter (mg/cm²). This device is a field-screening tool, used to collect multiple readings in a short period of time. The method of measurement is based on spectrometric analysis of

lead x-ray fluorescence within a controlled depth of interrogation. The reading is an estimate of lead content in all layers of paint.

Not all painted surfaces were tested within the surveyed building areas as the purpose of the limited screening testing was to ascertain a general understanding of the presence of lead-containing paint and coatings throughout the building. Building components were selected for testing based upon the frequency of their appearance throughout the building and relevance for significantly impacting the proposed interior demolition and renovation activities and not for determining the potential lead hazards related to occupancy of the building.

For quality control, the XRF instrument was calibrated using a U.S. Department of Commerce. National Institute of Standards and Technology (NIST) Level III 1.0 mg/cm² lead based paint film. For each calibration, three (3) XRF readings were taken on the paint film. The average of these three (3) readings was then subtracted from the known lead content in the paint film. The difference was compared with an Environmental Protection Agency (EPA)-approved tolerance range. Such calibration procedures were conducted at the start and at the end of the workday.

4.3 LBP Findings

Based on the XRF screening data, the paint on following building components was identified to contain lead above 1.0 mg/cm²:

- Kitchen Area Ceramic Wall Tile White Glazing, 23.2 mg/cm2.
- Kitchen Area Ceramic Wall Tile White Glazing, 26.2 mg/cm2.

In general, the painted surfaces were observed in good to fair condition. Localized areas of minor damage were observed. Refer to Table 2 for the XRF screening data.

5.0 PCBs SURVEY FINDINGS

5.1 Limited Survey Methodology

PCBs belong to a broad family of man-made organic chemicals known as chlorinated hydrocarbons. PCBs were domestically manufactured from 1929 until their manufacture was banned in 1979. They have a range of toxicity and vary in consistency from thin, light-colored liquids to yellow or black waxy solids. Due to their non-flammability, chemical stability, high boiling point, and electrical insulating properties, PCBs were used in hundreds of industrial and commercial applications including electrical, heat transfer, and hydraulic equipment; as plasticizers in paints, plastics, and rubber products; in pigments, dyes, and carbonless copy paper; and many other industrial applications.

Although no longer commercially produced in the United States, PCBs may be present in products and materials produced before the 1979 PCB ban. Products that may contain PCBs include: Transformers and capacitors, Oil used in motors and hydraulic systems, Fluorescent light ballasts, Adhesives and tapes, Caulking, Plastics, etc. PCBs are regulated under the EPA Toxic Substance Control Act (TSCA) regulations (40 CFR 261) program as well as EPA regulation 40 CFR 761. As per EPA 40 CFR 761.3, PCB-containing bulk product waste is any waste from demolition or renovation projects which contains PCBs concentration greater than 50 mg/kg. Any product containing less than 50 mg/kg PCBs is considered a non-PCB product.

A PCB screening sampling involved a visual examination of the building and sampling of suspect caulking or sealant materials.

5.2 PCBs Findings

As per USEPA Code of Federal Regulations (40 CFR 761.3) a PCB containing bulk product is any product which contains a concentration of PCB >50 PPM. Any product which contains <50 PPM PCB is considered a non-PCB product.

PCBs were either not detected or found in concentrations less than 50 ppm in all caulk samples analyzed that were collected by Langan. Laboratory analytical data are summarized in Table 3 and test results and chain of custody documentation is included in Appendix B.

6.0 CONCLUSIONS

6.1 Asbestos Containing Materials

Asbestos containing materials were identified in the building surveyed areas. Refer to Table 1 for the summary of a limited asbestos survey findings. Identified ACM affected by the scope of work shall only be removed by a properly certified asbestos abatement contractor in accordance with applicable federal, state, and local regulations prior to being disturbed, including maintenance, renovation, or demolition activities. As required by the NYSDOL regulations, the abatement project must be monitored by a NYS-DOL certified project monitor. Proper notifications must be filed with the US-EPA, NYS-DOL and other regulatory agencies prior to performing such activities.

In accordance with the Clean Air Act (CAA), the U.S. Environmental Protection Agency (EPA) established National Emission Standards for hazardous Air Pollutants (NESHAP) to protect the public from exposure to airborne pollutants. Asbestos was one of the air

pollutants, which was addressed under the NESHAP 40 CFR Part 61. The purpose of asbestos NESHAP regulations is to protect the public health by minimizing the release of asbestos when facilities, which contain ACM, are being renovated or demolished. The EPA is responsible for enforcing regulations related to asbestos during renovations and demolition, however, the CAA allows the EPA to delegate this authority to State and Local Agencies. Even after EPA delegate's responsibility to a state or Local agency, EPA retains the authority to oversee agency performance and to enforce NESHAP regulations as appropriate.

6.2 Lead Containing Paint

Painted surfaces in the building contain detectable concentrations of lead. The OSHA Lead in Construction Standard does not currently define a specific concentration of lead that must be present within paint for it to be considered "lead-containing." Therefore, painted and glazed surfaces that contain detectable concentrations of lead must be handled in accordance with the OSHA Lead in Construction Standard. Persons performing work that could impact paint films or glazing that have detectable concentrations of lead should be informed of the testing results, and take appropriate actions to comply with the OSHA Lead in Construction Standard.

Personnel performing work on lead-containing surface coatings must have, at a minimum, two-hour lead awareness training in accordance with OSHA Standard 29 CFR 1926.62. If lead-containing surface coatings are required to be stripped or removed from the building component substrate in the areas noted above with lead-containing paint, then additional training would be required based upon the measured lead concentration of the surface coating and the airborne lead concentrations measured during the work activity.

The handling, disposal, and management of waste generated during any restoration, renovation, or demolition operations is regulated by the Resource Conservation and Recovery Act (RCRA) regulations, Standards 40 CFR 240 - 280. These regulations require that a Toxic Characteristic Leaching Procedure (TCLP) test be utilized to determine if the waste generated during demolition, renovation, or removal projects is considered hazardous waste. A material is considered hazardous if it is ignitable, reactive, corrosive, or toxic. Toxicity is determined by TCLP analysis, which simulates the migration of a contaminant, such as cadmium, arsenic, or lead, in a disposal site. TCLP sampling was not part of the scope of work for this project. Therefore, prior to demolition it is recommended that representative samples of the building to be

demolished be sampled and analyzed accordingly to determine if the construction debris would be considered a hazardous waste.

6.3 Polychlorinated Biphenyls (PCBs) Containing Materials

No caulk samples were collected.

7.0 STATEMENT OF QUALIFICATIONS AND SIGNATURES

The information contained in this report is based on visual observations of the building and laboratory analytical data of the samples collected during the site visit(s). The survey was performed by Qualified Environmental Professional Mr. Frank Acciarito and Craig Napolitano. These individual(s) have specific qualifications based on education, training, and/or experience to assess a property of the nature, history, and setting of the Subject Properties. Certifications of the Environmental Professionals who performed this Asbestos Survey are provided in <u>Appendix C.</u>

Langan Engineering, Environmental, Surveying, Landscape Architecture, and Geology, D.P.C.

Frank Acciarito
NYSDOL Asbestos Inspector
Cert# 23-6TS1N-SHAB

USEPA Lead Inspector LBP-R-I220104-1

Drew Cheskin NYSDOL Asbestos Inspector Cert# 23-61X9V-SHAB USEPA Lead Risk Assessor

LBP-R-11931-2

TABLES

| Table 1 - SUM | | BESTOS SURVEY FIR | • | | | IG AREAS | SURV | (EYED) |
|---|--------------------------|--------------------|-----------------|--------------|----------------|--------------------|------|---|
| Material | Sample ID | Location | Surv | vey Resu | lts | Estima Quantity | | Notes/Comments |
| | | ACM/ASSUMED | ACM FINE | DINGS | | | | |
| | | Building | Interiors | | | | | |
| Window Caulk | WC-1 | Library | ACM | CHRY ANTH | 1.50% Trace | 28 | LF | |
| Roofing Materials (Built up roofing materials, vapor barrier, parapet flashing, etc.) | | Roof above Kitchen | Assume ACM | | | TBD | | Scope of work not established & destructive sampling not allowed, samples need to be taken during construction process |
| Waterproofing Material below Floor Tile Setting Bed | | Kitchen | Assume ACM | | | 1,300 | SF | Destructive Sampling not allowed, samples need to be taken during construction process |
| Kitchen Exhaust Duct (Hood) Insulation | | Kitchen | Assume ACM | | - | 60 | SF | Destructive Sampling not allowed, samples need to be taken during construction process |
| Walk-in Freezer Insulation | | Kitchen | Assume ACM | | ı | 660 | SF | Destructive Sampling not allowed, samples need to be taken during construction process |
| | | NON-ACM | FINDINGS | | | | | |
| | | Building | Interiors | | | | | |
| Baseboard 6" & Assoc. Mastic Black | BB-1 | Library & Offices | Non ACM | | | | | |
| Spray on Fireproofing above drop ceiling | SPF - thru 5 | Library & Offices | Non ACM | | | | | |
| Ceiling Tile 2' x 2' Pinhole | CPP-1 | Library & Offices | Non ACM | | | | | |
| Carpet Glue | CGF-1 | Library & Offices | Non ACM | | | | | |
| Ceiling Plaster above drop ceiling | CPL -1 | Cafeteria Corridor | Non ACM | | | | | |
| Ceiling Tile 2' x 2' Plain | CPP-2 | Kitchen | Non ACM | | | | | |
| Tectum Deck | TD-1 | Kitchen | Non ACM | | | | | |
| 12" Floor Tile & mastic White w/ Blue Specks | FT-1 | Cafeteria Hallway | Non ACM | | | | | |
| 12" Floor Tile & mastic White w/ Red Specks | FT-2 | Kitchen Hallway | Non ACM | | | | | |
| Ceramic Tile Grout Wall | CTGR-1 | Kitchen | Non ACM | | | | | |
| Ceramic Tile Glue Wall | CTGL-1 | Kitchen | Non ACM | | - | | | |
| Ceramic Tile Grout/Setting Bed Floor | CTGR-2 | Kitchen | Non ACM | | | | | |
| Gypsum Board | Homogenous Group # 1 | Throughout | Non ACM | | | | | Results From previous survey conducted by Louis Berger 01/29/14 |
| Joint Compound | Homogenous Group # 2 | Throughout | Non ACM | | | - | | Results From previous survey conducted by Louis Berger 01/29/14 |
| Interior Brick Mortar | Homogenous Group # 3 | Throughout | Non ACM | | - | - | | Results From previous survey conducted by Louis Berger 01/29/14 |
| Interior Cinderblock Mortar | Homogenous Group # 4 | Throughout | Non ACM | | | | | Results From previous survey conducted by Louis Berger 01/29/14 |
| Leveling Compound under Floor Tiles, Gray | Homogenous Group # 26 | Throughout | Non ACM | | | _ | | Results From previous survey conducted by Louis Berger 01/29/14 |
| 2' x 4' (2' x 2' Design) Fissured Ceiling Tile | | Throughout | Non ACM | _ | | - | | Results From previous AHERA survey conducted by WSP 08/2022 |
| 2' x 4' (2' x 2' Design) Ceiling Tile, Gouged | | Throughout | Non ACM | - | - | | | Results From previous AHERA survey conducted by WSP 08/2022 Results From previous AHERA survey |
| Leveling Compound | | Cafeteria | Non ACM | _ | | - | | conducted by WSP 08/2022 Results From previous AHERA survey |
| Mastic assoc. w/ 4" Blue Covebase | | Cafeteria | Non ACM | | | | | conducted by WSP 08/2022 |

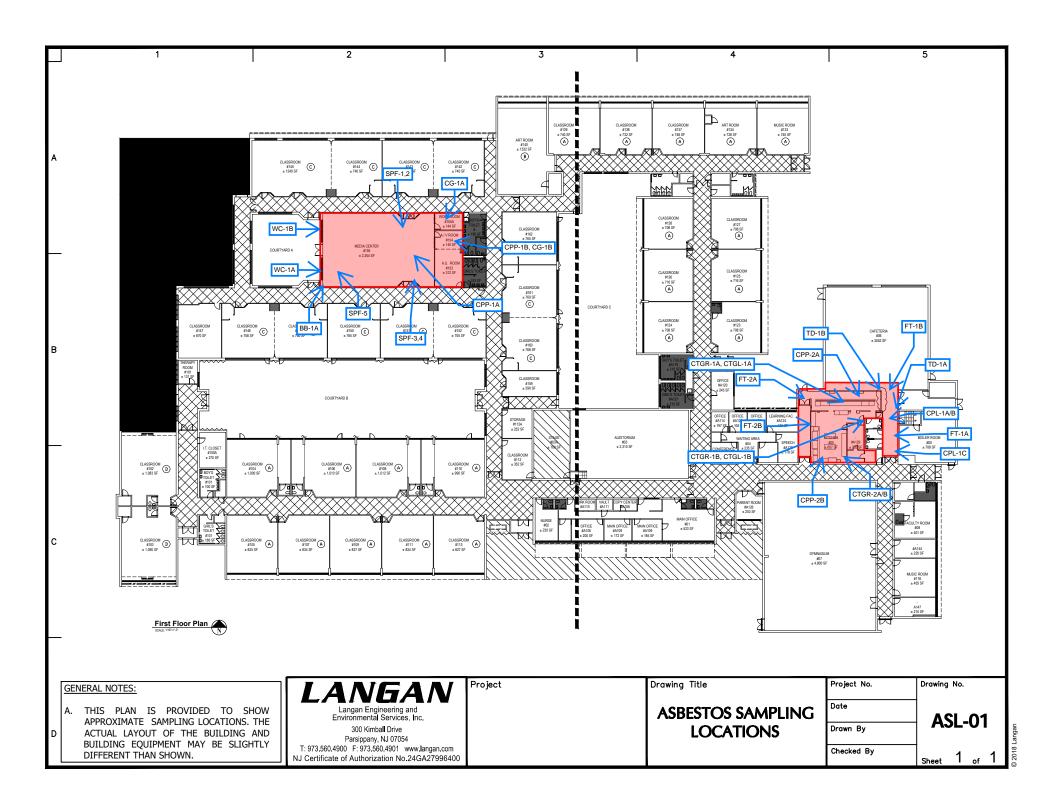
| | | Table 2 - XRF | SCREENING | RESULTS | (LIMITED BUILDING | AREAS SUR | /EYED) | |
|---------|-------------|---------------|------------|------------|---------------------|------------|----------|-----------------------------|
| | | | Ridgeway E | Elementary | / School Upgrades P | roject | | |
| Reading | Component | Substrate | Color | | Test Location | Total Lead | Results | Comments/Condition |
| ID# | Component | Substrate | Color | Floor | Area | mg/cm² | nesuits | Comments/Condition |
| 1 | Calibration | | | | | 1.1 | | |
| 2 | Calibration | | | | | 1.1 | | |
| 3 | Calibration | | | | | 1.1 | | |
| 4 | Wall | Gypsum Board | White | 1 | Library | 0 | Negative | Fair |
| 5 | Door Frame | Metal | Cream | 1 | Library | 0 | Negative | Fair |
| 6 | Skylight | Gypsum Board | White | 1 | Library | 0.2 | Negative | Fair |
| 7 | Wall Tile | Ceramic | White | 1 | Kitchen | 23.2 | Positive | Fair |
| 8 | Wall Tile | Ceramic | White | 1 | Kitchen | 26.2 | Positive | Retest/Fair |
| 9 | Door Frame | Metal | Orange | 1 | Kitchen | 0.1 | Negative | Fair |
| 10 | Door Frame | Metal | Blue | 1 | Kitchen | 0.1 | Negative | Fair |
| 11 | Wall | Gypsum Board | Baby Blue | 1 | Kitchen | 0.2 | Negative | Fair |
| 12 | Wall | Gypsum Board | Cream | 1 | Kitchen | 0.2 | Negative | Fair |
| 13 | Door | Metal | Orange | 1 | Kitchen | 0.1 | Negative | Fair |
| 14 | Door | Metal | Blue | 1 | Kitchen | 0.1 | Negative | Fair |
| 15 | Calibration | | | | | 1.1 | | |
| 16 | Calibration | | | | | 1 | | |
| 17 | Calibration | | | | | 0.1 | | XRF not on calibration wood |
| 18 | Calibration | | | | | 1.1 | | |
| 19 | Calibration | | | | | 1 | | |
| 20 | Calibration | | | | | 1 | | |

Note: Although Langan recognizes that the EPA definition of LBP is only applicable to certain residential and child-occupied structures, we are using the EPA LBP definition as a threshold for reporting. OSHA regulates disturbances and employee exposures to any detectable concentration of lead.

| NEGATIVE | = Negative Lead Result |
|----------|---|
| POSITIVE | = Positive for lead-based paint as defined under 40 CFR Part 745. |

| | | | Ric | | | | E PCB ANALYSE I Upgrades Proje | | S | | |
|--------------|---------------|--------------------|-----------|-------------|--------|------|-----------------------------------|------|----------|-------|---|
| | | 50 [µg/Kg]//[PPM] | | = Non-PCB | | | | | | | |
| Material | Sample ID# | Sample Location | Parameter | = PCB Conta | Result | s | Units | Repo | orting l | Level | Approximate Quantities, Locations of PCB Caulk / Comments |
| | | | PCB-1016 | 0 | // | ND | [µg/Kg]//[PPM] | 790 | // | 0.8 | |
| | | | PCB-1221 | 0 | // | ND | [µg/Kg]//[PPM] | 790 | // | 0.8 | |
| | | | PCB-1232 | 0 | // | ND | [µg/Kg]//[PPM] | 790 | // | 0.8 | |
| | | | PCB-1242 | 0 | // | ND | [µg/Kg]//[PPM] | 790 | // | 0.8 | |
| Window Caulk | WC-1 | Library | PCB-1248 | 0 | // | ND | [µg/Kg]//[PPM] | 790 | // | 0.8 | |
| | | | PCB-1254 | | // | ND | [µg/Kg]//[PPM] | 790 | // | 0.8 | |
| | | | PCB-1260 | 17,000 | // | 17.0 | [µg/Kg]//[PPM] | 790 | // | 0.8 | |
| | | | PCB-1262 | 0 | // | ND | [µg/Kg]//[PPM] | 790 | // | 0.8 | |
| ĺ | | | PCB-1268 | 0 | // | ND | [µg/Kg]//[PPM] | 790 | // | 0.8 | |

FIGURES



APPENDIX A

Laboratory Test Results and Chain of Custody Documentations (Asbestos)



AmeriSci New York

117 EAST 30TH ST. NEW YORK, NY 10016 TEL: (212) 679-8600 • FAX: (212) 679-3114

LABORATORY ELECTRONIC TRANSMITTAL

To: Vijay Patel From: Karol H. Lu

Langan Engineering & Environmental Service AmeriSci Job #: 223121668

Fax #: Subject: ELAP-PLM/TEM 5 day Results

Client Project: 101061123; Ridgeway

Email: vpatel@langan.com, ddesai@langan.com,

bfeury@langan.com, cnapolitano@langan.com, pdave@langan.com, facciarito@langan.com

Elementary; 225 Ridgeway Circle, White Plains, NY

Date: Thursday, December 14, 2023 Number of Pages:

Time: 14:52:02 (including cover sheet)

Comments:

NOTE: Attached report is to be considered preliminary until final review with accompanying analysis summary letter is issued.

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PLM Bulk Asbestos Report

Langan Engineering & Environmental Se Date Received 12/09/23 AmeriSci Job # 223121668

Attn: Vijay Patel Date Examined 12/13/23 P.O. #

300 Kimball Drive ELAP # 11480 Page 1 of 7

4th Floor RE: 101061123; Ridgeway Elementary; 225 Ridgeway Circle, White

Parsippany, NJ 07054 Plains, NY

| 0110111111017 | HGA | Lab No. | Asbestos Present | Total % Asbesto |
|--------------------------------|---|--|---|---|
| FT-1A | | 223121668-01L1 | No | NAD |
| FT1 | | · | astic White W/ Blue Specks / Tile | (by NYS ELAP 198.6) by Valeriu Voicu on 12/13/23 |
| Asbest | scription: White/Gray, Homoge os Types: • Material: Non-fibrous 4.4% | neous, Non-Fibrous, Bull | k Material | |
| FT-1A | | 223121668-01L2 | No | NAD |
| FT1 | Location: Cafeteria Hal | lway - 12" Floor Tile & Ma | astic White W/ Blue Specks / Mastic | (by NYS ELAP 198.6) by Valeriu Voicu on 12/13/23 |
| Asbest | escription: Black/Gray, Heteroge os Types: • Material: Non-fibrous 9.1% | eneous, Non-Fibrous, Bul | k Material | |
| FT-1B | | 223121668-02L1 | No | NAD |
| FT1 | Location: Cafeteria Hal | lway - 12" Floor Tile & Ma | astic White W/ Blue Specks / Tile | (by NYS ELAP 198.6) by Valeriu Voicu on 12/13/23 |
| Asbest | scription: White/Gray, Homoge os Types: Material: Non-fibrous 4.8% | neous, Non-Fibrous, Bull | k Material | |
| | | | | |
| FT-1B | | 223121668-02L2 | No | NAD |
| | | | No astic White W/ Blue Specks / Mastic | NAD (by NYS ELAP 198.6) by Valeriu Voicu on 12/13/23 |
| FT1 Analyst De | | lway - 12" Floor Tile & Ma | astic White W/ Blue Specks / Mastic | (by NYS ELAP 198.6) by Valeriu Voicu |
| FT1 Analyst De Asbest Other | Location: Cafeteria Halescription: Black/Gray, Heterogenos Types: Material: Non-fibrous 7.9% | lway - 12" Floor Tile & Ma | astic White W/ Blue Specks / Mastic | (by NYS ELAP 198.6) by Valeriu Voicu |
| Asbest | Location: Cafeteria Halescription: Black/Gray, Heterogenos Types: Material: Non-fibrous 7.9% | lway - 12" Floor Tile & Ma eneous, Non-Fibrous, Bul 223121668-03L1 | astic White W/ Blue Specks / Mastic | (by NYS ELAP 198.6) by Valeriu Voicu on 12/13/23 |

Asbestos Types:

Other Material: Non-fibrous 4.5%

PLM Bulk Asbestos Report

| Client No. / HG | A Lab No. | Asbestos Present | Total % Asbesto |
|--------------------------------|---|--|---|
| FT-2A FT2 | 223121668-03L2 Location: Kitchen Hallway - 12" Floor Tile & Mas | · | NAD (by NYS ELAP 198.6) by Valeriu Voicu on 12/13/23 |
| Asbestos Ty | vtion:Black/Gray, Heterogeneous, Non-Fibrous, Bul vpes: erial: Non-fibrous 12.6% | lk Material | |
| FT-2B FT2 | 223121668-04L1 Location: Kitchen Hallway - 12" Floor Tile & Mas | No stic White W/ Red Specks / Tile | NAD (by NYS ELAP 198.6) by Valeriu Voicu |
| Asbestos Ty | otion: White/Red, Homogeneous, Non-Fibrous, Bulk rpes: erial: Non-fibrous 2.8% | : Material | on 12/13/23 |
| FT-2B FT2 | 223121668-04L2 Location: Kitchen Hallway - 12" Floor Tile & Mas | No stic White W/ Red Specks / Mastic | NAD (by NYS ELAP 198.6) by Valeriu Voicu on 12/13/23 |
| Asbestos Ty | ntion: Black/Gray, Heterogeneous, Non-Fibrous, Bul pes: erial: Non-fibrous 14.7% | lk Material | |
| CTGR-1A CTGR1 | 223121668-05 Location: Kitchen - Ceramic Tile Grout Wall | No | NAD (by NYS ELAP 198.1) by Valeriu Voicu on 12/13/23 |
| Asbestos Ty | otion: White, Homogeneous, Non-Fibrous, Bulk Mat rpes: Prial: Cellulose Trace, Non-fibrous 100% | erial | |
| CTGR-1B CTGR1 | 223121668-06 Location: Kitchen - Ceramic Tile Grout Wall | No | NAD (by NYS ELAP 198.1) by Valeriu Voicu on 12/13/23 |
| Asbestos Ty | otion: White, Homogeneous, Non-Fibrous, Bulk Mat rpes: erial: Cellulose Trace, Non-fibrous 100% | erial | |
| CTGL-1A CTGL1 | 223121668-07 Location: Kitchen - Ceramic Tile Glue Wall | No | NAD (by NYS ELAP 198.6) by Valeriu Voicu on 12/13/23 |
| Analyst Descrip Asbestos Ty | ntion:Beige/Brown, Heterogeneous, Non-Fibrous, E | Bulk Material | 311 12/10/20 |

PLM Bulk Asbestos Report

| | IGA Lab No. | Asbestos Present | Total % Asbesto |
|--|--|---------------------------|--|
| CTGL-1B CTGL1 | 223121668-08 Location: Kitchen - Ceramic Tile Glue Wall | No | NAD (by NYS ELAP 198.6) by Valeriu Voicu on 12/13/23 |
| Asbestos | cription: Beige/Brown, Heterogeneous, Non-Fibrous, I Types: laterial: Non-fibrous 5.2% | Bulk Material | |
| CTGR-2A | 223121668-09 | No | NAD |
| CTGR2 | Location: Kitchen - Ceramic Tile Setting Bed / G | | (by NYS ELAP 198.1) by Valeriu Voicu on 12/13/23 |
| Asbestos | cription: Dark Gray, Homogeneous, Non-Fibrous, Cen Types: laterial: Cellulose Trace, Non-fibrous 100% | nentitious, Bulk Material | |
| CTGR-2B | 223121668-10 | No | NAD |
| CTGR2 | Location: Kitchen - Ceramic Tile Setting Bed / G | Grout Floor | (by NYS ELAP 198.1) by Valeriu Voicu on 12/13/23 |
| Asbestos Other M | cription: Dark Gray, Homogeneous, Non-Fibrous, Cen Types: laterial: Cellulose Trace, Non-fibrous 100% | | |
| CPP-1A | 223121668-11 | No | |
| СРР1 | Location: Library - Ceiling Tile 2' x 2' Pinhole | 0 | NAD (by NYS ELAP 198.6) by Valeriu Voicu on 12/13/23 |
| Analyst Desc Asbestos | Location: Library - Ceiling Tile 2' x 2' Pinhole cription: White/Gray, Homogeneous, Non-Fibrous, Bu | | (by NYS ELAP 198.6) by Valeriu Voicu |
| Analyst Desc Asbestos Other M | Location: Library - Ceiling Tile 2' x 2' Pinhole cription: White/Gray, Homogeneous, Non-Fibrous, Bus Types: | | (by NYS ELAP 198.6) by Valeriu Voicu |
| Analyst Desc Asbestos Other M CPP-1B CPP1 | Location: Library - Ceiling Tile 2' x 2' Pinhole cription: White/Gray, Homogeneous, Non-Fibrous, Bustypes: laterial: Non-fibrous 31.5% 223121668-12 Location: Library - Ceiling Tile 2' x 2' Pinhole | lk Material No | (by NYS ELAP 198.6) by Valeriu Voicu on 12/13/23 |
| Analyst Desc Asbestos Other M CPP-1B CPP1 Analyst Desc Asbestos | Location: Library - Ceiling Tile 2' x 2' Pinhole cription: White/Gray, Homogeneous, Non-Fibrous, Bu s Types: laterial: Non-fibrous 31.5% 223121668-12 Location: Library - Ceiling Tile 2' x 2' Pinhole cription: White/Gray, Homogeneous, Non-Fibrous, Bu | lk Material No | (by NYS ELAP 198.6) by Valeriu Voicu on 12/13/23 NAD (by NYS ELAP 198.6) by Valeriu Voicu |
| Analyst Desc Asbestos Other M CPP-1B CPP1 Analyst Desc Asbestos Other M | Location: Library - Ceiling Tile 2' x 2' Pinhole cription: White/Gray, Homogeneous, Non-Fibrous, Bu to Types: laterial: Non-fibrous 31.5% 223121668-12 Location: Library - Ceiling Tile 2' x 2' Pinhole cription: White/Gray, Homogeneous, Non-Fibrous, Bu to Types: | lk Material No | (by NYS ELAP 198.6) by Valeriu Voicu on 12/13/23 NAD (by NYS ELAP 198.6) by Valeriu Voicu |
| Asbestos Other M CPP-1B CPP1 Analyst Desc Asbestos | Location: Library - Ceiling Tile 2' x 2' Pinhole cription: White/Gray, Homogeneous, Non-Fibrous, Bustaterial: Non-fibrous 31.5% 223121668-12 Location: Library - Ceiling Tile 2' x 2' Pinhole cription: White/Gray, Homogeneous, Non-Fibrous, Bustaterial: Non-fibrous 29% | No No | (by NYS ELAP 198.6) by Valeriu Voicu on 12/13/23 NAD (by NYS ELAP 198.6) by Valeriu Voicu on 12/13/23 |

PLM Bulk Asbestos Report

| Client No. / | HGA Lab No. | Asbestos Present | Total % Asbestos |
|----------------|---|---------------------------|--|
| CPP-2B CPP2 | 223121668-14 Location: Kitchen - Ceiling Tile 2' x 2' Plain scription: Brown/White, Heterogeneous, Non-Fibrous, B | No ulk Material | NAD (by NYS ELAP 198.6) by Valeriu Voicu on 12/13/23 |
| Asbest | os Types: Material: Non-fibrous 42.3% | air material | |
| CG-1A | 223121668-15 | No | NAD |
| CG1 | Location: Library - Carpet Glue | | (by NYS ELAP 198.6) by Valeriu Voicu on 12/13/23 |
| Asbest | scription: Tan, Homogeneous, Non-Fibrous, Bulk Materious Types: Material: Non-fibrous 9.1% | al | |
| CG-1B | 223121668-16 | No | NAD |
| CG1 | Location: Library - Carpet Glue | | (by NYS ELAP 198.6) by Valeriu Voicu on 12/13/23 |
| Asbest | scription: Tan, Homogeneous, Non-Fibrous, Bulk Materios Types: Material: Non-fibrous 8.7% | al | |
| TD-1A TD1 | 223121668-17 Location: Kitchen - Tecum Deck | No | NAD (by NYS ELAP 198.1) by Valeriu Voicu on 12/13/23 |
| Asbest | scription: Gray/Tan, Heterogeneous, Fibrous, Bulk Mate os Types: Material: Cellulose 55%, Non-fibrous 45% | rial | GII 12/13/23 |
| TD-1B | 223121668-18 | No | NAD |
| TD1 | Location: Kitchen - Tecum Deck | | (by NYS ELAP 198.1) by Valeriu Voicu on 12/13/23 |
| Asbest | scription: Gray/Tan, Heterogeneous, Fibrous, Bulk Mate os Types: Material: Cellulose 60%, Non-fibrous 40% | rial | |
| | · | | T (10.05.0) 1 |
| WC-1A WC1 | 223121668-19 Location: Library - Window Caulk | Yes | Trace (<0.25 % pc) ¹ (ELAP 400 PC) by Valeriu Voicu on 12/13/23 |
| • | scription: White, Homogeneous, Non-Fibrous, Bulk Mateos Types: Chrysotile <0.25 % pc | erial | J |

PLM Bulk Asbestos Report

| Client No. / H | GA Lai | No. | Asbestos Present | Total % Asbestos |
|----------------|---|------------------|----------------------------|--|
| WC-1B WC1 | Location: Library - Window Caul | | Yes | Trace (<0.25 % pc) ¹ (ELAP 400 PC) by Valeriu Voicu on 12/13/23 |
| Asbestos | ription: White, Homogeneous, Non-Fi Types: Chrysotile <0.25 % pc aterial: Non-fibrous 10.7% | orous, Buik Mate | eriai | |
| BB-1A | 223121 | 668-21L1 | No | NAD |
| BB1 | Location: Library & Offices - Bas | eboard & Assoc | . Mastic Black / Baseboard | (by NYS ELAP 198.6) by Valeriu Voicu on 12/13/23 |
| Asbestos | ription: Black, Homogeneous, Non-Fil Types: aterial: Non-fibrous 18.3% | orous, Bulk Mate | erial | |
| BB-1A | 223121 | 668-21L2 | No | NAD |
| BB1 | Location: Library & Offices - Bas | eboard & Assoc | . Mastic Black / Mastic | (by NYS ELAP 198.6) by Valeriu Voicu on 12/13/23 |
| Asbestos | ription: Beige, Homogeneous, Non-Fi Types: aterial: Non-fibrous 5.9% | brous, Bulk Mate | erial | |
| BB-1B | | 668-22L1 | No | NAD |
| BB1 | Location: Library & Offices - Bas | eboard & Assoc | . Mastic Black / Baseboard | (by NYS ELAP 198.6) by Valeriu Voicu on 12/13/23 |
| Asbestos | ription: Black, Homogeneous, Non-Fil Types: aterial: Non-fibrous 17.6% | orous, Bulk Mate | erial | |
| BB-1B | 223121 | 668-22L2 | No | NAD |
| BB1 | Location: Library & Offices - Bas | eboard & Assoc | | (by NYS ELAP 198.6) by Valeriu Voicu on 12/13/23 |
| Asbestos | ription: Beige, Homogeneous, Non-Fi Types: aterial: Non-fibrous 6.3% | brous, Bulk Mate | erial | |
| CPL-1A | 22212 | 1668-23 | No | NAD |
| CPL1 | Location: Cafeteria Corridor - Ce | | | (by NYS ELAP 198.1) by Valeriu Voicu on 12/13/23 |
| • | r <mark>iption:</mark> Gray, Homogeneous, Non-Fib Types: | rous, Cementitio | ous, Bulk Material | . |

PLM Bulk Asbestos Report

| Client No. / HG | A Lab No. | Asbestos Present | Total % Asbestos |
|-----------------|---|------------------------------|---|
| CPL-1B CPL1 | 223121668-24 Location: Cafeteria Corridor - Ceiling Plaster Abov | No re Drop Ceiling | NAD (by NYS ELAP 198.1) by Valeriu Voicu on 12/13/23 |
| Asbestos Ty | otion: Gray, Homogeneous, Non-Fibrous, Cementitiou rpes: erial: Cellulose Trace, Non-fibrous 100% | s, Bulk Material | |
| CPL-1C | 223121668-25 | No | NAD |
| CPL1 | Location: Cafeteria Corridor - Ceiling Plaster Abov | re Drop Ceiling | (by NYS ELAP 198.1) by Valeriu Voicu on 12/13/23 |
| Asbestos Ty | otion: Gray, Homogeneous, Non-Fibrous, Cementitiou rpes: erial: Cellulose Trace, Non-fibrous 100% | s, Bulk Material | |
| SPF-1 | 223121668-26 Location: Library & Offices - Spray On Fireproofing | No g | NAD (by NYS ELAP 198.1) by Valeriu Voicu on 12/13/23 |
| Asbestos Ty | otion: Off-White, Homogeneous, Fibrous, Bulk Materia rpes: erial: Cellulose 15%, Non-fibrous 85% | al | |
| SPF-2 | 223121668-27 Location: Library & Offices - Spray On Fireproofing | No g | NAD (by NYS ELAP 198.1) by Valeriu Voicu on 12/13/23 |
| Asbestos Ty | otion: Off-White, Homogeneous, Fibrous, Bulk Materia pres: erial: Cellulose 20%, Non-fibrous 80% | al | |
| SPF-3 | 223121668-28 | No | NAD |
| | Location: Library & Offices - Spray On Fireproofing | g | (by NYS ELAP 198.1) by Valeriu Voicu on 12/13/23 |
| Asbestos Ty | otion: Off-White, Homogeneous, Fibrous, Bulk Materia rpes: erial: Cellulose 20%, Non-fibrous 80% | al | |
| | · | | |
| SPF-4 | 223121668-29 Location: Library & Offices - Spray On Fireproofing | No g | NAD (by NYS ELAP 198.1) by Valeriu Voicu on 12/13/23 |
| Asbestos Ty | otion: Off-White, Homogeneous, Fibrous, Bulk Materia pres: erial: Cellulose 20%, Non-fibrous 80% | al | 512,15/25 |

AmeriSci Job #: 223121668

Page 7 of 7

Client Name: Langan Engineering & Environmental Services

PLM Bulk Asbestos Report

101061123; Ridgeway Elementary; 225 Ridgeway Circle, White Plains, NY

| Client No. / HGA | Lab No. | Asbestos Present | Total % Asbestos |
|--|--|-------------------------|--|
| SPF-5 | 223121668-30 | No | NAD |
| Location: Lib | orary & Offices - Spray On Fireproof | îng | (by NYS ELAP 198.1) by Valeriu Voicu on 12/13/23 |
| Analyst Description: Off-White Asbestos Types: Other Material: Cellulose | Homogeneous, Fibrous, Bulk Mate 25%, Non-fibrous 75% | rial | |

Reporting Notes:

(1) Sample prepared for analysis by ELAP 198.6 method

Analyzed by: Valeriu Voicu Date: 12/13/2023 Reviewed by: Karol H. Lu

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*NAD/NSD =no asbestos detected; NA =not analyzed; NA/PS=not analyzed/positive stop, (SOF-V) = Sprayed On Fireproofing containing Vermiculite; (SM-V) = Surfacing Material containing Vermiculite; PLM Bulk Asbestos Analysis using Olympus, Model BH-2 Pol Scope, Microscope, Serial #: 229915, by Appd E to Subpt E, 40 CFR 763 quantified by either CVES or 400 pt ct as noted for each analysis (NVLAP 200546-0), ELAP PLM Method 198.1 for NY friable samples, which includes the identification and quantitation of vermiculite, or ELAP 198.6 for NOB samples, or EPA 400 pt ct by EPA 600-M4-82-020 (NY ELAP Lab 11480); Note:PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non asbestos-containing in NY State (also see EPA Advisory for floor tile, FR 59,146,38970,8/1/94) National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the lab.This PLM report relates ONLY to the items tested. RI Cert AAL-094, CT Cert PH-0186, Mass Cert AA000054, NJ Lab ID #NY031.

| END OF REPORT |
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AmeriSci Job #: **223121668** Page 1 of 3

Client Name: Langan Engineering & Environmental Services

Table I Summary of Bulk Asbestos Analysis Results

101061123; Ridgeway Elementary; 225 Ridgeway Circle, White Plains, NY

| AmeriSci Sample # | Client Sample# | HG Area | Sample Weight (gram) | Heat Sensitive Organic % | Acid Soluble Inorganic % | Insoluble Non-Asbestos Inorganic % | ** Asbestos % by PLM/DS | ** Asbestos % b TEM |
|----------------------|----------------------------------|------------------|----------------------------|--------------------------------|--------------------------------|--|----------------------------|------------------------|
| 01L1 | FT-1A | FT1 | 0.264 | 27.4 | 68.2 | 4.4 | NAD | NAD |
| Location: C | afeteria Hallway - 12" Floor | Tile & Mastic V | Vhite W/ Blue S | pecks / Tile | | | | |
| 01L2 | FT-1A | FT1 | 0.175 | 50.7 | 40.1 | 9.1 | NAD | NAD |
| Location: C | afeteria Hallway - 12" Floor | Tile & Mastic V | Vhite W/ Blue S | pecks / Mastic | | | | |
| 02L1 | FT-1B | FT1 | 0.248 | 27.0 | 68.1 | 4.8 | NAD | NAD |
| Location: C | afeteria Hallway - 12" Floor | Tile & Mastic V | Vhite W/ Blue S | pecks / Tile | | | | |
| 02L2 | FT-1B | FT1 | 0.088 | 54.1 | 38.0 | 7.9 | NAD | NAD |
| Location: C | afeteria Hallway - 12" Floor | Tile & Mastic V | Vhite W/ Blue S | pecks / Mastic | | | | |
| 03L1 | FT-2A | FT2 | 0.328 | 25.9 | 69.7 | 4.5 | NAD | NAD |
| Location: K | itchen Hallway - 12" Floor T | Tile & Mastic Wh | nite W/ Red Spe | ecks / Tile | | | | |
| 03L2 | FT-2A | FT2 | 0.221 | 44.6 | 42.7 | 12.6 | NAD | NAD |
| Location: K | itchen Hallway - 12" Floor T | Tile & Mastic Wh | nite W/ Red Spe | ecks / Mastic | | | | |
| 04L1 | FT-2B | FT2 | 0.286 | 26.0 | 71.2 | 2.8 | NAD | NAD |
| Location: K | itchen Hallway - 12" Floor T | Tile & Mastic Wh | nite W/ Red Spe | ecks / Tile | | | | |
| 04L2 | FT-2B | FT2 | 0.138 | 42.3 | 43.1 | 14.7 | NAD | NAD |
| Location: K | itchen Hallway - 12" Floor T | Tile & Mastic Wh | nite W/ Red Spe | ecks / Mastic | | | | |
| 05 | CTGR-1A | CTGR1 | | | | | NAD | NA |
| Location: K | itchen - Ceramic Tile Grout | Wall | | | | | | |
| 06 | CTGR-1B | CTGR1 | | | | | NAD | NA |
| Location: K | itchen - Ceramic Tile Grout | Wall | | | | | | |
| 07 | CTGL-1A | CTGL1 | 0.110 | 42.8 | 56.3 | 0.9 | NAD | NAD |
| Location: K | itchen - Ceramic Tile Glue \ | Wall | | | | | | |
| 08 | CTGL-1B | CTGL1 | 0.105 | 40.3 | 54.4 | 5.2 | NAD | NAD |
| Location: K | itchen - Ceramic Tile Glue \ | Wall | | | | | | |
| 09 | CTGR-2A | CTGR2 | | | | | NAD | NA |
| Location: K | itchen - Ceramic Tile Setting | g Bed / Grout F | loor | | | | | |
| 10 | CTGR-2B | CTGR2 | | | | | NAD | NA |
| Location: K | itchen - Ceramic Tile Setting | g Bed / Grout F | loor | | | | | |
| 11 | CPP-1A | CPP1 | 0.172 | 16.6 | 51.9 | 31.5 | NAD | NAD |
| | ibrary - Ceiling Tile 2' x 2' Pi | | | | | | | |
| 12 | CPP-1B | CPP1 | 0.168 | 12.6 | 58.5 | 29.0 | NAD | NAD |
| Location: Li | ibrary - Ceiling Tile 2' x 2' Pi | inhole | | | | | | |

See Reporting notes on last page

AmeriSci Job #: **223121668** Page 2 of 3

Client Name: Langan Engineering & Environmental Services

Table I
Summary of Bulk Asbestos Analysis Results

101061123; Ridgeway Elementary; 225 Ridgeway Circle, White Plains, NY

| AmeriSci Sample # | Client Sample# | HG Area | Sample Weight (gram) | Heat Sensitive Organic % | Acid Soluble Inorganic % | Insoluble Non-Asbestos Inorganic % | ** Asbestos % by PLM/DS | ** Asbestos % by TEM |
|----------------------|--------------------------------|-----------------|----------------------------|--------------------------------|--------------------------------|--|----------------------------|-------------------------|
| 13 | CPP-2A | CPP2 | 0.131 | 23.1 | 20.9 | 56.1 | NAD | NAD |
| Location: Ki | tchen - Ceiling Tile 2' x 2' f | Plain | | | | | | |
| 14 | CPP-2B | CPP2 | 0.093 | 17.9 | 39.7 | 42.3 | NAD | NAD |
| Location: Ki | tchen - Ceiling Tile 2' x 2' f | Plain | | | | | | |
| 15 | CG-1A | CG1 | 0.128 | 85.6 | 5.3 | 9.1 | NAD | NAD |
| Location: Lil | brary - Carpet Glue | | | | | | | |
| 16 | CG-1B | CG1 | 0.166 | 80.3 | 11.0 | 8.7 | NAD | NAD |
| Location: Lil | brary - Carpet Glue | | | | | | | |
| 17 | TD-1A | TD1 | | | | | NAD | NA |
| Location: Ki | tchen - Tecum Deck | | | | | | | |
| 18 | TD-1B | TD1 | | | | | NAD | NA |
| Location: Ki | tchen - Tecum Deck | | | | | | | |
| 19 | WC-1A | WC1 | 0.220 | 49.1 | 41.0 | 8.3 | Chrysotile <0.25 | Chrysotile 1.5 |
| Location: Lil | brary - Window Caulk | | | | | | | Anthophyllite Trac |
| 20 | WC-1B | WC1 | 0.110 | 49.1 | 40.3 | 10.7 | Chrysotile <0.25 | NA/PS |
| Location: Lil | brary - Window Caulk | | | | | | | |
| 21L1 | BB-1A | BB1 | 0.283 | 43.9 | 37.8 | 18.3 | NAD | NAD |
| Location: Lil | brary & Offices - Baseboar | d & Assoc. Mas | stic Black / Base | eboard | | | | |
| 21L2 | BB-1A | BB1 | 0.276 | 25.3 | 68.9 | 5.9 | NAD | NAD |
| | brary & Offices - Baseboar | | | | | | | |
| 22L1 | BB-1B | BB1 | 0.225 | 43.2 | 39.1 | 17.6 | NAD | NAD |
| | brary & Offices - Baseboar | | | | | | | |
| 22L2 | BB-1B | BB1 | 0.266 | 24.6 | 69.1 | 6.3 | NAD | NAD |
| | brary & Offices - Baseboar | | stic Black / Mas | tic | | | | |
| 23 | CPL-1A | CPL1 | | | | | NAD | NA |
| | afeteria Corridor - Ceiling F | | | | | | | |
| 24 | CPL-1B | CPL1 | | | | | NAD | NA |
| | afeteria Corridor - Ceiling F | | rop Ceiling | | | | | |
| 25 | CPL-1C | CPL1 | | | | | NAD | NA |
| | afeteria Corridor - Ceiling F | Plaster Above D | rop Ceiling | | | | | |
| 26 | SPF-1 | | | | | | NAD | NA |

See Reporting notes on last page

AmeriSci Job #: **223121668** Page 3 of 3

Client Name: Langan Engineering & Environmental Services

Table I Summary of Bulk Asbestos Analysis Results

101061123; Ridgeway Elementary; 225 Ridgeway Circle, White Plains, NY

| AmeriSci Sample # | Client Sample# | HG | Sample Weight (gram) | Heat Sensitive Organic % | Acid Soluble Inorganic % | Insoluble Non-Asbestos Inorganic % | ** Asbestos % by PLM/DS | ** Asbestos % by TEM |
|----------------------|----------------------------|--------------|----------------------------|--------------------------------|--------------------------------|--|----------------------------|-------------------------|
| 27 | SPF-2 | | | | | | NAD | NA |
| Location: Li | brary & Offices - Spray On | Fireproofing | | | | | | |
| 28 | SPF-3 | | | | | | NAD | NA |
| Location: Li | brary & Offices - Spray On | Fireproofing | | | | | | |
| 29 | SPF-4 | | | | | | NAD | NA |
| Location: Li | brary & Offices - Spray On | Fireproofing | | | | | | |
| 30 | SPF-5 | | | | | | NAD | NA |
| Location: Li | brary & Offices - Spray On | Fireproofing | | | | | | |

Analyzed by: Karol H. Lu Date: 12/14/2023 Mile

Reviewed by: Karol H. Lu

Mile

**Quantitative Analysis (Semi/Full); Bulk Asbestos Analysis - PLM by Appd E to Subpt E, 40 CFR 763 or NYSDOH ELAP 198.1 for New York friable samples or NYSDOH ELAP 198.6 for New York NOB samples; TEM (Semi/Full) by EPA 600/R-93/116 (or NYSDOH ELAP 198.4; for New York samples). Analysis using Hitachi, Model H600-Noran 7 System, Microscope, Serial #: 600-27-6. NAD = no asbestos detected during a quantitative analysis; NA = not analyzed; Trace = <1%; (SOF-V) = Sprayed On Fireproofing containing Vermiculite; (SM-V) = Surfacing Material containing Vermiculite; Quantitation for beginning weights of <0.1 grams should be considered as qualitative only; Qualitative Analysis: Asbestos analysis results of "Present" or "NVA = No Visible Asbestos" represents results for Qualitative PLM or TEM Analysis only (no accreditation coverage available from any regulatory agency for qualitative analyses): NVLAP (PLM) 200546-0, NYSDOH ELAP Lab 11480, NJ Lab ID #NY031.

Warning Note: PLM limitation, only TEM will resolve fibers <0.25 micrometers in diameter. TEM bulk analysis is representative of the fine grained matrix material and may not be representative of non-uniformly dispersed debris for which PLM evaluation is recommended (i.e. soils and other heterogenous materials).

BULK SAMPLE

223121668

OF

PAGE 1

Laboratory Instructions: Stop analysis @ 1st positive (>1% by weight) for each homogenous sample group. Please analyze first floor tile mastic. If floor tile mastic is であってい Langa con **EPA Method** 5 days Valeria Vorce 0 TCLP 12 hr 24 hr 48 hr 72 hr Analysis Requested for Lead SCCIONIS AAS Analysis Requested for Asbestos TEM Samples Analyzed By: PLM-NOB Chapellano @ langenicom CHAIN OF CUSTODY RECORD / ANALYSIS REQUEST Signature Date Time PLM 450 Requested TAT: Cafeferra Hallway Kitchen Hallway Sample Location Sampled By: Gawk According 12-6-23 White w/ Email Results: vpatel@langan.com, ddesai@lang Sample Date: Samples Received By: Sampled By: red specks Floor comes u positive (>1%) do not analyze the associated floor tile sample. 30 Signature settinged (-road Description of Sample 力のこ White Acurs, NY Glue Project Name: Concessing Elementory
Address: 225 Red Society Cocle 12" Floor Tile A Mastic Cerains Tile Langan Job No.: 10106 (133 Total No. of Samples: Service ID # CTC1-2A CTCR-28 Sample ID Number מבע - וא (TUL-18 CTCR-1B CTCL-1A 82-14 FT-2A £1-14 FT-18 Relinquished By Comments: Signature

Email results to: vpatel@langan.com,ddesai@langan.com

12/4/13

12/11/23

10:30

Amersa

Company: Time Date

Company: LANGAN

12/4/

NEWNA

PAGE 2 OF

| Sample Location Sample Location A CLP EPA Method Solution Modern Modern | Sample Location Sample Location Of PLM PLM AAS TCLP Sample Location Of Control Con |
|--|--|
| Sample Location | Sample Location Le complete c |
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| | in en |
| | inen inen inen inen inen inen inen inen |
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| L Cary | wen / / / / / / / / / / / / / / / / / / / |
| Tary (| Tary L Cropolderallargen com, Facciarth @ (|
| ary | Cocpoletand@langer.com, Pacciarte @ (|
| | Cropoldergen com, Pacciente @ (|
| | cropolderallarga com, Pacciento @ (|

Email results to: vpatel@langan.com,ddesai@langan.com

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KAROLLU Laboratory Instructions: Stop analysis @ 1st positive (>1% by weight) for each homogenous sample group. Please analyze first floor tile mastic. If floor tile mastic is 1/4/1 Email Results: ypatel@langan.com, ddesal@langan.com Cnapolitano@langan.com, facctarlto @langan.com ∞ 22312166 Valer: y Voice Analysis Requested for PCB **EPA Method** 5 days (2/14/23 6 hr 12 hr 24 hr 48 hr 72 hr 10032 TCLP Analysis Requested for Lead AAS Analysis Requested for Asbestos TEM Samples Analyzed By: PLM-BULK SAMPLE CHAIN OF CUSTODY RECORD / ANALYSIS REQUEST Signature PLM Date Requested TAT: brary + Offices C) Proces Colledol amensa Sample Location Sampled By: Frank Account Cacelega L DOGGO Sample Date: 12-6-23 15/21 Samples Received By: Baseboard + Assoc. Mastic Black Sampled By: Certing Plasfer above drop positive (>1%) do not analyze the associated floor tile sample. Fireproofing Company Date Time Description of Sample Address: 225 (210/2009) Cirelle Project Name: Addeway Elementary 00 300 Kimball Drive, Parsippany, NJ 07054 Langan Job No.: 101061123 Total No. of Samples: Service ID # Sample ID Number Sep - 2 SPF-5 CP1-10 4- J85 Company: LANGAN CR - 1B CPL-19 BB - 1A BB - 1B - 38E-Relinquished By: 1 Job Comments: Signature Date

Email results to: vpatel@langan.com,ddesai@langan.com

APPENDIX B

Laboratory Results and Chain-of-Custody Documentation (PCBs)



Thursday, December 14, 2023

Attn: Vijay Patel Langan Engineering & Environmental Svcs 300 Kimball Drive 4th Floor Parsippany NJ 07054

Project ID: 101061123 RIDGEWAY ELEMENTARY

SDG ID: GCP64280 Sample ID#s: CP64280

This laboratory is in compliance with the NELAC requirements of procedures used except where indicated.

This report contains results for the parameters tested, under the sampling conditions described on the Chain Of Custody, as received by the laboratory. This report is incomplete unless all pages indicated in the pagination at the bottom of the page are included.

All soils, solids and sludges are reported on a dry weight basis unless otherwise noted in the sample comments.

A scanned version of the COC form accompanies the analytical report and is an exact duplicate of the original.

If you are the client above and have any questions concerning this testing, please do not hesitate to contact Phoenix Client Services at ext.200. The contents of this report cannot be discussed with anyone other than the client listed above without their written consent.

Sincerely yours,

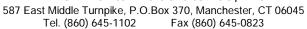
Phyllis/Shiller

Laboratory Director

NELAC - #NY11301 CT Lab Registration #PH-0618 MA Lab Registration #M-CT007 ME Lab Registration #CT-007 NH Lab Registration #213693-A,B NJ Lab Registration #CT-003 NY Lab Registration #11301 PA Lab Registration #68-03530 RI Lab Registration #63 VT Lab Registration #VT11301



Environmental Laboratories, Inc.





Sample Id Cross Reference

December 14, 2023

SDG I.D.: GCP64280

Project ID: 101061123 RIDGEWAY ELEMENTARY

| Client Id | Lab Id | Matrix |
|-----------|---------|--------|
| WC-1 | CP64280 | CAULK |



Environmental Laboratories, Inc.

587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06045 Tel. (860) 645-1102 Fax (860) 645-0823



Analysis Report

December 14, 2023

FOR: Attn: Vijay Patel

Langan Engineering & Environmental Svcs

300 Kimball Drive

4th Floor

Parsippany NJ 07054

Sample Information Custody Information **Date** Time **CAULK** Collected by: FΑ 12/06/23 Matrix: **LANGANNJ** Received by: SR1 Location Code: 12/11/23 10:20 Rush Request: 5 Day Analyzed by: see "By" below

<u>Laboratory Data</u>

Phoenix ID: CP64280

SDG ID: GCP64280

Project ID: 101061123 RIDGEWAY ELEMENTARY

Client ID: WC-1

P.O.#:

RL/ Parameter Result **PQL** Units Dilution Date/Time Βv Reference Caulk Extraction for PCB Completed 12/11/23 J/AC1 SW3540C **Polychlorinated Biphenyls** PCB-1016 ND 790 ug/Kg 2 12/13/23 SC SW8082A ND 2 12/13/23 SW8082A PCB-1221 790 SC ug/Kg PCB-1232 ND 790 2 12/13/23 SC SW8082A ug/Kg ND 790 2 12/13/23 SW8082A PCB-1242 ug/Kg PCB-1248 ND 790 ug/Kg 2 12/13/23 SC SW8082A PCB-1254 ND 790 ug/Kg 2 12/13/23 SC SW8082A 2 12/13/23 SC SW8082A PCB-1260 ND 790 ug/Kg ND 790 2 12/13/23 SC SW8082A PCB-1262 ug/Kg PCB-1268 ND 790 ug/Kg 2 12/13/23 SC SW8082A ND 790 2 12/13/23 SC SW8082A Total PCBs ug/Kg **QA/QC Surrogates** 2 12/13/23 30 - 150 % 50 % SC % DCBP 2 45 12/13/23 SC 30 - 150 % % DCBP (Confirmation) % 46 % 2 12/13/23 SC 30 - 150 % % TCMX 45 % 2 12/13/23 SC 30 - 150 % % TCMX (Confirmation)

Project ID: 101061123 RIDGEWAY ELEMENTARY Phoenix I.D.: CP64280

Client ID: WC-1

RL/

Parameter Result PQL Units Dilution Date/Time By Reference

RL/PQL=Reporting/Practical Quantitation Level (Equivalent to NELAC LOQ, Limit of Quantitation) ND=Not Detected at RL/PQL BRL=Below Reporting Level L=Biased Low

QA/QC Surrogates: Surrogates are compounds (preceeded with a %) added by the lab to determine analysis efficiency. Surrogate results(%) listed in the report are not "detected" compounds.

Comments:

Results are reported on an "as received" basis, and are not corrected for dry weight.

All soils, solids and sludges are reported on a dry weight basis unless otherwise noted in the sample comments.

If you are the client above and have any questions concerning this testing, please do not hesitate to contact Phoenix Client Services at ext.200. The contents of this report cannot be discussed with anyone other than the client listed above without their written consent.

Phyllis Shiller, Laboratory Director

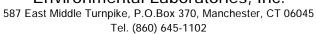
December 14, 2023

Reviewed and Released by: Anil Makol, Project Manager

^{1 =} This parameter is not certified by the primary accrediting authority (NY NELAC) for this matrix. NY NELAC does not offer certification for all parameters at this time.



Environmental Laboratories, Inc.





SDG I.D.: GCP64280

QA/QC Report

December 14, 2023

QA/QC Data

| Parameter | Blank | Blk RL | LCS % | LCSD % | LCS RPD | MS % | MSD % | MS RPD | % Rec Limits | % RPD Limits |
|--|-------|-----------|----------|-----------|------------|---------|----------|-----------|--------------------|--------------------|
| QA/QC Batch 709735 (ug/Kg), QC Sample No: CP62118 10X (CP64280) | | | | | | | | | | |
| Polychlorinated Biphenyls | | | | | | | | | | |
| PCB-1016 | ND | 170 | 100 | 99 | 1.0 | | | | 40 - 140 | 30 |
| PCB-1221 | ND | 170 | | | | | | | 40 - 140 | 30 |
| PCB-1232 | ND | 170 | | | | | | | 40 - 140 | 30 |
| PCB-1242 | ND | 170 | | | | | | | 40 - 140 | 30 |
| PCB-1248 | ND | 170 | | | | | | | 40 - 140 | 30 |
| PCB-1254 | ND | 170 | | | | | | | 40 - 140 | 30 |
| PCB-1260 | ND | 170 | 102 | 103 | 1.0 | | | | 40 - 140 | 30 |
| PCB-1262 | ND | 170 | | | | | | | 40 - 140 | 30 |
| PCB-1268 | ND | 170 | | | | | | | 40 - 140 | 30 |
| % DCBP (Surrogate Rec) | 110 | % | 108 | 108 | 0.0 | | | | 30 - 150 | 30 |
| % DCBP (Surrogate Rec) (Confirm | 110 | % | 106 | 106 | 0.0 | | | | 30 - 150 | 30 |
| % TCMX (Surrogate Rec) | 90 | % | 94 | 91 | 3.2 | | | | 30 - 150 | 30 |
| % TCMX (Surrogate Rec) (Confirm | 92 | % | 97 | 93 | 4.2 | | | | 30 - 150 | 30 |
| Comment: | | | | | | | | | | |
| A LCS and LCS Duplicate were performed instead of a matrix spike and matrix spike duplicate. | | | | | | | | | | |

If there are any questions regarding this data, please call Phoenix Client Services at extension 200.

RPD - Relative Percent Difference

LCS - Laboratory Control Sample

LCSD - Laboratory Control Sample Duplicate

MS - Matrix Spike

MS Dup - Matrix Spike Duplicate

NC - No Criteria

Intf - Interference

Phyllis/Shiller, Laboratory Director

December 14, 2023

Thursday, December 14, 2023

Sample Criteria Exceedances Report GCP64280 - LANGANNJ

Criteria: None State: NY

RL Analysis SampNo Acode Phoenix Analyte Criteria Units

Phoenix Laboratories does not assume responsibility for the data contained in this exceedance report. It is provided as an additional tool to identify requested criteria exceedences. All efforts are made to ensure the accuracy of the data (obtained from appropriate agencies). A lack of exceedence information does not necessarily suggest conformance to the criteria. It is ultimately the site professional's responsibility to determine appropriate compliance.

^{***} No Data to Display ***



Environmental Laboratories, Inc.

587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06045 Tel. (860) 645-1102 Fax (860) 645-0823



Analysis Comments

December 14, 2023 SDG I.D.: GCP64280

The following analysis comments are made regarding exceptions to criteria not already noted in the Analysis Report or QA/QC Report: None.



Environmental Laboratories, Inc.

587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06045 Tel. (860) 645-1102 Fax (860) 645-0823



NY Temperature Narration

December 14, 2023

SDG I.D.: GCP64280

The samples in this delivery group were received at 12.6° C. (Note acceptance criteria for relevant matrices is above freezing up to 6° C)

| PAGEOF | ed for Requested Requested for PCB for Lead for PCB TEM AAS TCLP EPA Method | 08ch3 X | | facialta (2) (2,02.n. Coll | hr 48 hr 72 hr 5 days Roor tile mastic. If floor tile mastic is | |
|---|---|---|--|----------------------------|--|---|
| REQUEST | Analysis Requested for Asbestos PLM PLM- TEM | | | | 6 hr 12 hr 24 hr T: ease analyze first f | Semples Analyzed By: Signature Date Time |
| BULK SAMPLE CHAIN OF CUSTODY RECORD / ANALYSIS REQUEST | Fank A 33-6751 | Sample Location Main Librass | | may (grow) (report Cocon) | Requested TAT: ht) for each homogenous sample group. Ple: | DONCH Palen 13/11/23 10:20 ODORNIX POV. 1ah |
| LANGAN JOY054 | ne: (Lidcows bs: 225 Ridge vs: (0106/12 | Sample ID Number Description of Sample (ACA) | | Comments: Email Results: | of Samples: ry Instructions (>1%) do no | Refinquished By: Refine Signature Samples Received By: Signature Francis Accepted Signature Date 12.8-23 Time Time Time Time Company: LANGAN + COPEC Company: |

Email results to: vpatel@langan.com,ddesal@langan.com

APPENDIX C

Langan's Certifications and Laboratory Accreditations

WE ARE YOUR DOL



DIVISION OF SAFETY & HEALTH LICENSE AND CERTIFICATE UNIT. STATE OFFICE CAMPUS. BLDG. 12. ALBANY, NY 12226

ASBESTOS HANDLING LICENSE

Langan Engineering, Environmental, Surveying, Landscape Architecture and Geology, D.P.C. 300 Kimball Drive, 4th Floor, Parsippany, NJ, 07054

License Number: 70336

License Class: RESTRICTED
Date of Issue: 02/17/2023

Expiration Date: 03/31/2024

Duly Authorized Representative: Vijay Patel

This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

This license is valid only for the contractor named above and this license or a photocopy must be prominently displayed at the asbestos project worksite. This license verifies that all persons employed by the licensee on an asbestos project in New York State have been issued an Asbestos Certificate, appropriate for the type of work they perform, by the New York State Department of Labor.

Amy Phillips, Director

For the Commissioner of Labor

STATE OF NEW YORK - DEPARTMENT OF LABOR ASBESTOS CERTIFICATE





FRANK J ACCIARITO
CLASS(EXPIRES)
C ATEC (07/24) D INSP (07/24)
H PM (07/24)

CERT# 23-6TS1N-SHAB DMV# 600811398

MUST BE CARRIED ON ASBESTOS PROJECTS





IF FOUND, RETURN TO:

NYSDOL - L&C UNIT

ROOM 161A BUILDING 12

STATE OFFICE CAMPUS

ALBANY NY 12226

STATE OF NEW YORK - DEPARTMENT OF LABOR ASBESTOS CERTIFICATE





ANDREW CHESKIN CLASS(EXPIRES) C ATEC (09/24) D INSP (09/24) E MGPL (09/24) H PM (09/24) I PD (09/24)

> CERT# 23-61X9V-SHAB DMV# 304231776

MUST BE CARRIED ON ASBESTOS PROJECTS

United States Environmental Protection Agency This is to certify that

Langan Engineering, Environmental, Surveying, Landscape Architecture & Geology D.P.C.

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226

In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires

August 02, 2024

LBP-2233-2 Certification # July 19, 2021

Issued On

THITED STATES. TO ABOVE WARRANTAL PROTECTION

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch

United States Environmental Protection Agency This is to certify that



Frank J Acciarito

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226 as:

Risk Assessor

In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires

April 24, 2024

LBP-R-I220104-1

Certification #

April 10, 2021

Issued On



Ben Conetta, Chief

Chemicals and Multimedia Programs Branch

United States Environmental Protection Agency This is to certify that



Andrew B Cheskin

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226 as:

Risk Assessor

In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires

August 06, 2024

LBP-R-11931-2

Certification #

August 02, 2021

Issued On



Ben Conetta, Chief

Chemicals and Multimedia Programs Branch

United States Department of Commerce National Institute of Standards and Technology



Certificate of Accreditation to ISO/IEC 17025:2017

NVLAP LAB CODE: 200546-0

AmeriSci New York

New York, NY

is accredited by the National Voluntary Laboratory Accreditation Program for specific services, listed on the Scope of Accreditation, for:

Asbestos Fiber Analysis

This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2017. This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality management system (refer to joint ISO-ILAC-IAF Communique dated January 2009).

2023-07-01 through 2024-06-30

Effective Dates



For the National Voluntary Laboratory Accreditation Program



KATHY HOCHUL
Governor

JAMES V. McDONALD, M.D., M.P.H. Acting Commissioner **MEGAN E. BALDWIN**Acting Executive Deputy Commissioner

LAB ID: 11480 March 30, 2023

MS. KAROL H. LU AMERICA SCIENCE TEAM NEW YORK, INC 117 EAST 30TH ST NEW YORK, NY 10016

Certificate Expiration Date: April 01, 2024

Dear Ms. Lu,

Enclosed are certificate(s) of approval issued to your environmental laboratory for the current permit year. The certificate(s) supersede(s) any previously issued one(s) and is(are) in effect through the expiration date listed. Please carefully examine the certificate(s) to insure that the categories, subcategories, analytes, and methods for which your laboratory is approved are correct. In addition, verify that your laboratory's name, address, lead technical director, and identification number are accurate.

Pursuant to NYCRR Subpart 55-2.2, original certificates must be posted conspicuously in the laboratory and copies shall be made available to any client of the laboratory upon request.

Pursuant to NYCRR Subpart 55-2.6, any misrepresentation of the fields of accreditation (category - method - analyte) for which your laboratory is approved may result in denial, suspension, or revocation of your certification. Any use of the Environmental Laboratory Approval Program (ELAP) or National Environmental Laboratory Accreditation Program (NELAP) name, reference to the laboratory's approval status, and/or using the NELAP logo in any catalogs, advertising, business solicitations, proposals, quotations, laboratory analytical reports, or other materials must include the laboratory's ELAP identification number and distinguish between testing for which the laboratory is approved.

If you have any questions, please contact us at the Environmental Laboratory Approval Program, Wadsworth Center, New York State Department of Health, Empire State Plaza, Albany NY, 12237; by phone at (518) 485-5570; by facsimile at (518) 485-5568; and by email at elap@health.ny.gov.

Sincerely,

Amy J. Steuerwald, Ph.D.

amy J. Stenerwald

Director, Environmental Laboratory Approval Program

NEW YORK STATE DEPARTMENT OF HEALTH WADSWORTH CENTER



Expires 12:01 AM April 01, 2024 Issued April 01, 2022 Revised March 30, 2023

NY Lab Id No: 11480

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

MS. KAROL H. LU AMERICA SCIENCE TEAM NEW YORK, INC 117 EAST 30TH ST NEW YORK, NY 10016

is hereby APPROVED as an Environmental Laboratory for the category ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE All approved subcategories and/or analytes are listed below:

Miscellaneous

Asbestos in Friable Material Item 198.1 of Manual

EPA 600/M4/82/020

Asbestos in Non-Friable Material-TEM Item 198.4 of Manual



Serial No.: 66402

Property of the New York State Department of Health. Certificates are valid only at the address shown and must be conspicuously posted by the laboratory. Continued accreditation depends on the laboratory's successful ongoing participation in the Program. Consumers may verify a laboratory's accreditation status online at https://apps.health.ny.gov/pubdoh/applinks/wc/elappublicweb/, by phone (518) 485-5570 or by email to elap@health.ny.gov.

NEW YORK STATE DEPARTMENT OF HEALTH WADSWORTH CENTER



Expires 12:01 AM April 01, 2024 Issued April 01, 2022 Revised March 30, 2023

NY Lab Id No: 11301

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

MS. PHYLLIS SHILLER PHOENIX ENVIRONMENTAL LABS 587 EAST MIDDLE TURNPIKE MANCHESTER, CT 06040

> is hereby APPROVED as an Environmental Laboratory in conformance with the National Environmental Laboratory Accreditation Conference Standards (2016) for the category ENVIRONMENTAL ANALYSES NON POTABLE WATER All approved analytes are listed below:

Phthalate Esters

| i intilalato Estoro | | |
|-----------------------------|-----------|--|
| Benzyl butyl phthalate | EPA 8270E | |
| Bis(2-ethylhexyl) phthalate | EPA 625.1 | |
| | EPA 8270D | |
| | EPA 8270E | |
| Diethyl phthalate | EPA 625.1 | |
| | EPA 8270D | |
| | EPA 8270E | |
| Dimethyl phthalate | EPA 625.1 | |
| | EPA 8270D | |
| | EPA 8270E | |
| Di-n-butyl phthalate | EPA 625.1 | |
| | EPA 8270D | |
| | EPA 8270E | |
| Di-n-octyl phthalate | EPA 625.1 | |
| | EPA 8270D | |
| | EPA 8270E | |
| Polychlorinated Biphenyls | | |

| Aroclor 1016 (PCB-1016) | EPA 8082A |
|-------------------------|-----------|
| | EPA 608.3 |
| Aroclor 1221 (PCB-1221) | EPA 8082A |
| | EPA 608.3 |
| Aroclor 1232 (PCB-1232) | EPA 8082A |
| | EPA 608.3 |
| Aroclor 1242 (PCB-1242) | EPA 8082A |
| | EPA 608.3 |
| Aroclor 1248 (PCB-1248) | EPA 8082A |
| | EPA 608.3 |

Serial No.: 66335

Property of the New York State Department of Health. Certificates are valid only at the address shown and must be conspicuously posted by the laboratory. Continued accreditation depends on the laboratory's successful ongoing participation in the Program. Consumers may verify a laboratory's accreditation status online at https://apps.health.ny.gov/pubdoh/applinks/wc/elappublicweb/, by phone (518) 485-5570 or by email to elap@health.ny.gov.



NEW YORK STATE DEPARTMENT OF HEALTH WADSWORTH CENTER



Expires 12:01 AM April 01, 2024 Issued April 01, 2022 Revised March 30, 2023

NY Lab Id No: 11301

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

MS. PHYLLIS SHILLER
PHOENIX ENVIRONMENTAL LABS
587 EAST MIDDLE TURNPIKE
MANCHESTER, CT 06040

is hereby APPROVED as an Environmental Laboratory in conformance with the National Environmental Laboratory Accreditation Conference Standards (2016) for the category ENVIRONMENTAL ANALYSES NON POTABLE WATER

All approved analytes are listed below:

Polychlorinated Biphenyls

| Aroclor 1254 (PCB-1254) | EPA 8082A | |
|-------------------------|-----------|--|
| | EPA 608.3 | |
| Aroclor 1260 (PCB-1260) | EPA 8082A | |
| | EPA 608.3 | |
| Aroclor 1262 (PCB-1262) | EPA 8082A | |
| Aroclor 1268 (PCB-1268) | EPA 8082A | |
| PCB 101 | EPA 8082A | |
| PCB 105 | EPA 8082A | |
| PCB 118 | EPA 8082A | |
| PCB 128 | EPA 8082A | |
| PCB 138 | EPA 8082A | |
| PCB 153 | EPA 8082A | |
| PCB 170 | EPA 8082A | |
| PCB 18 | EPA 8082A | |
| PCB 180 | EPA 8082A | |
| PCB 183 | EPA 8082A | |
| PCB 184 | EPA 8082A | |
| PCB 187 | EPA 8082A | |
| PCB 195 | EPA 8082A | |
| PCB 206 | EPA 8082A | |
| PCB 209 | EPA 8082A | |
| PCB 28 | EPA 8082A | |
| PCB 44 | EPA 8082A | |
| PCB 49 | EPA 8082A | |
| PCB 52 | EPA 8082A | |
| PCB 66 | EPA 8082A | |
| PCB 8 | EPA 8082A | |

Serial No.: 66335

Property of the New York State Department of Health. Certificates are valid only at the address shown and must be conspicuously posted by the laboratory. Continued accreditation depends on the laboratory's successful ongoing participation in the Program. Consumers may verify a laboratory's accreditation status online at https://apps.health.ny.gov/pubdoh/applinks/wc/elappublicweb/, by phone (518) 485-5570 or by email to elap@health.ny.gov.



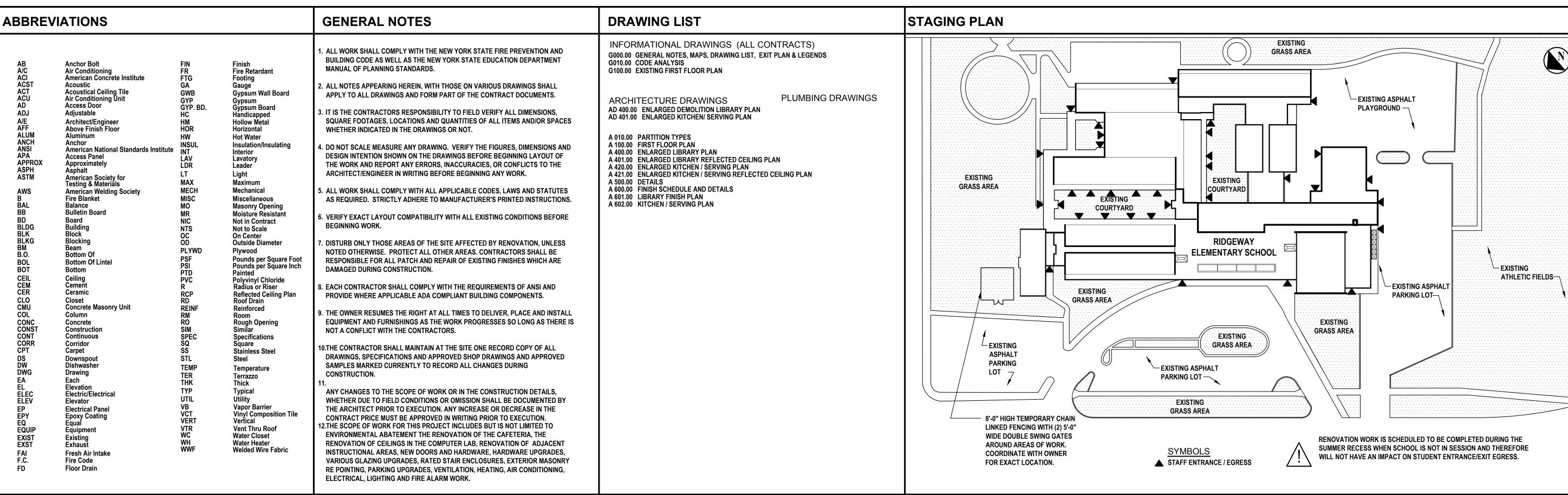
APPENDIX D

File Search/Archive Materials Scope of Work Drawings

WHITE PLAINS CITY SCHOOL DISTRICT UPGRADES AT RIDGEWAY ELEMENTARY SCHOOL

225 RIDGEWAY CIR WHITE PLAINS, NEW YORK 10605

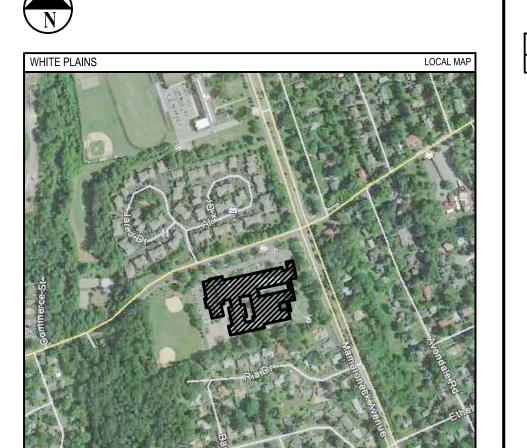
- CONTRACT G -
- **CONTRACT H-**
- CONTRACT P -



LOCATION MAPS

SYMBOLS LEGEND

UNIFORM SAFETY STANDARDS - FOR SCHOOL CONSTRUCTION AND MAINTENANCE PROJECTS

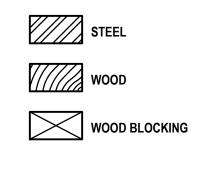


ROOM DESIGNATION CONCRETE AGGREGATE SUB-BASE **DETAIL SYMBOL** EARTH BATT INSULATION **ELEVATION KEY**

PLYWOOD **INTERIOR ELEVATION**

ELEVATION LINE REVISION

PARTITION TYPE



RIGID INSULATION

- "THE OCCUPIED PORTION OF ANY SCHOOL BUILDING SHALL ALWAYS COMPLY WITH THE MINIMUM REQUIREMENTS NECESSARY TO MAINTAIN A CERTIFICATE OF OCCUPANCY."
- ALL SCHOOL AREAS TO BE DISTURBED DURING RENOVATION OR DEMOLITION HAVE BEEN TESTED FOR ASBESTOS AND SOME MATERIALS WERE FOUND TO BE POSITIVE. IF ENCOUNTERED, THE CONTRACTOR SHALL ABATE MATERIAL AS PER SPECIFICATION SECTION 028200 ASBESTOS ABATEMENT, ALL TEST RESULTS CAN BE FOUND IN THIS SPECIFICATION SECTION.
- "GENERAL SAFETY AND SECURITY STANDARDS FOR **CONSTRUCTION PROJECTS:**
- (1) ALL CONSTRUCTION MATERIALS SHALL BE STORED IN A SAFE AND SECURE MANNER.
- SHALL BE MAINTAINED. (3) GATES SHALL ALWAYS BE LOCKED UNLESS A WORKER

IS IN ATTENDANCE TO PREVENT UNAUTHORIZED

(2) FENCES AROUND CONSTRUCTION SUPPLIES OR DEBRIS

- (4) DURING EXTERIOR RENOVATION WORK, OVERHEAD PROTECTION SHALL BE PROVIDED FOR ANY SIDEWALKS OR AREAS IMMEDIATELY BENEATH THE WORK SITE OR SUCH AREAS SHALL BE FENCED OFF AND PROVIDED WITH WARNING SIGNS TO PREVENT ENTRY.
- (5) WORKERS SHALL BE REQUIRED TO WEAR PHOTO-IDENTIFICATION BADGES AT ALL TIMES FOR IDENTIFICATION AND SECURITY PURPOSES WHILE **WORKING AT OCCUPIED SITES."**

- 4. "SEPARATION OF CONSTRUCTION AREAS FROM OCCUPIED SPACES: CONSTRUCTION AREAS WHICH ARE UNDER THE CONTROL OF A CONTRACTOR AND THEREFORE NOT OCCUPIED BY DISTRICT STAFF OR STUDENTS SHALL BE SEPARATED FROM OCCUPIED AREAS. PROVISIONS SHALL BE MADE TO PREVENT THE PASSAGE OF DUST AND CONTAMINANTS INTO OCCUPIED PARTS OF THE BUILDING. PERIODIC INSPECTION AND REPAIRS OF THE CONTAINMENT BARRIERS MUST BE MADE TO PREVENT EXPOSURE TO DUST OR CONTAMINANTS. GYPSUM BOARD MUST BE USED IN EXIT WAYS OR OTHER AREAS THAT REQUIRE FIRE RATED SEPARATION. HEAVY DUTY PLASTIC SHEETING MAY BE USED ONLY FOR A VAPOR, FINE DUST OR AIR INFILTRATION BARRIER, AND SHALL NOT BE USED TO SEPARATE OCCUPIED
- (1) A SPECIFIC STAIRWELL AND/OR ELEVATOR SHALL BE ASSIGNED FOR CONSTRUCTION WORKER USE DURING WORK HOURS. IN GENERAL, WORKERS MAY NOT USE CORRIDORS, STAIRS OR ELEVATORS DESIGNATED FOR STUDENTS OR SCHOOL STAFF. WHERE NO STAIRWELL AND OR ELEVATOR IS ASSIGNED, WORKERS MUST ENTER THE CONSTRUCTION

SPACES FROM CONSTRUCTION AREAS.

SPACES DIRECTLY FROM THE BUILDING EXTERIOR. (2) LARGE AMOUNTS OF DEBRIS MUST BE REMOVED BY USING **ENCLOSED CHUTES OR A SIMILAR SEALED SYSTEM. THERE** SHALL BE NO MOVEMENT OF DEBRIS THROUGH HALLS OF OCCUPIED SPACES OF THE BUILDING. NO MATERIAL SHALL BE

DROPPED OR THROWN OUTSIDE THE WALLS OF THE BUILDING.

- (3) ALL OCCUPIED PARTS OF THE BUILDING AFFECTED BY RENOVATION ACTIVITY SHALL BE CLEANED AT THE CLOSE OF EACH WORKDAY. SCHOOL BUILDINGS OCCUPIED DURING A CONSTRUCTION PROJECT SHALL MAINTAIN REQUIRED HEALTH, SAFETY AND EDUCATIONAL CAPABILITIES AT ALL TIMES THAT CLASSES ARE IN SESSION."
- 5. A PLAN DETAILING HOW EXITING REQUIRED BY THE APPLICABLE **BUILDING CODE WILL BE MAINTAINED.**

- 6. WORK UNDER THIS CONTRACT WILL BE CONDUCTED DURING THE SUMMER RECESS WHEN THE BUILDING IS UNOCCUPIED. IF THE BUILDING BECOMES OCCUPIED THE CONTRACTOR SHALL BE RESPONSIBLE TO MAINTAIN ALL EXISTING MEANS OF EGRESS IN A CLEAR AND FREE MANNER, INCLUDING THE STORAGE OF MATERIALS AND STAGING OF EQUIPMENT ON THE SITE. IF ANY PORTION OF THE BUILDING DOES BECOME OCCUPIED THE ARCHITECT WILL PROVIDE A DETAILED PLAN FOR EXITING, OVERHEAD PROTECTION AND EGRESS IN ACCORDANCE WITH APPLICABLE BUILDING CODES.
- 7. A PLAN DETAILING HOW ADEQUATE VENTILATION WILL BE MAINTAINED DURING CONSTRUCTION.
- 8. WORK UNDER THIS PROJECT WILL BE COMPLETED DURING THE SUMMER RECESS WHEN THE BUILDING WILL NOT BE OCCUPIED BY FACULTY, STAFF OR STUDENTS. IF A PORTION OF THE BUILDING IS TO BECOME OCCUPIED DURING THE CONSTRUCTION PROCESS THE CONTRACTOR SHALL CLOSE OFF ALL INTAKES, OPENINGS, AND MECHANICAL VENTILATION SYSTEMS ADJACENT TO THE WORK AREA. THE ARCHITECT SHALL ASSIST THE CONTRACTOR IN DEVELOPING A PLAN TO PROVIDE ALTERNATE MEANS OF FRESH AIR TO ALL OCCUPIED

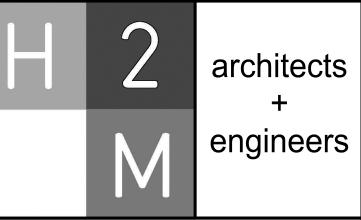
"CONSTRUCTION AND MAINTENANCE OPERATIONS SHALL NOT PRODUCE NOISE IN EXCESS OF 60 DBA IN OCCUPIED SPACES OR SHALL BE SCHEDULED FOR TIMES WHEN THE BUILDING OR AFFECTED BUILDING SPACES ARE NOT OCCUPIED OR ACOUSTICAL ABATEMENT MEASURES SHALL BE TAKEN."

"THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONTROL OF CHEMICAL FUMES, GASES, AND OTHER CONTAMINATES PRODUCED BY WELDING, GASOLINE OR DIESEL ENGINES, ROOFING, PAVING, PAINTING, ETC. TO ENSURE THEY DO NOT ENTER OCCUPIED PORTIONS OF THE BUILDING OR AIR INTAKES." ALL VENTS SHALL BE SEALED TO PREVENT CONTAMINANTS FROM THE CONSTRUCTION AREA FROM ENTERING THE OCCUPIED AREAS OF THE BUILDING.

- 9. "THE CONTRACTOR SHALL BE RESPONSIBLE TO ENSURE THAT ACTIVITIES AND MATERIALS WHICH RESULT IN "OFF-GASSING" OF VOLATILE ORGANIC COMPOUNDS SUCH AS GLUES, PAINTS, FURNITURE, CARPETING, WALL COVERING, DRAPERY, ETC. ARE SCHEDULED, CURED OR VENTILATED IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS BEFORE A SPACE CAN
- 10. "LARGE AND SMALL ASBESTOS ABATEMENT PROJECTS AS DEFINED BY 12NYCRR56 SHALL NOT BE PERFORMED WHILE THE BUILDING IS OCCUPIED." IT IS OUR INTERPRETATION THAT THE TERM "BUILDING", AS REFERENCED IN THIS SECTION, MEANS A WING OR MAJOR SECTION OF A BUILDING THAT CAN BE COMPLETELY ISOLATED FROM THE REST OF THE BUILDING WITH SEALED NON COMBUSTIBLE CONSTRUCTION. THE ISOLATED PORTION OF THE BUILDING MUST CONTAIN EXITS THAT DO NOT PASS THROUGH THE OCCUPIED PORTION AND VENTILATION SYSTEMS MUST BE PHYSICALLY SEPARATED AND SEALED AT THE ISOLATION BARRIER.
- 11. EXTERIOR WORK SUCH AS ROOFING, FLASHING, SIDING, OR SOFFIT WORK MAY BE PERFORMED ON OCCUPIED BUILDINGS PROVIDED PROPER VARIANCES ARE IN PLACE AS REQUIRED, AND COMPLETE ISOLATION OF VENTILATION SYSTEMS AND AT WINDOWS IS PROVIDED. CARE MUST BE TAKEN TO SCHEDULE WORK SO THAT CLASSES ARE NOT DISRUPTED BY NOISE OR VISUAL DISTRACTION.
- 12. MINOR ASBESTOS PROJECTS DEFINED BY 12NYCRR56 AS AN ASBESTOS PROJECT INVOLVING THE REMOVAL, DISTURBANCE, REPAIR, ENCAPSULATION, ENCLOSURE OR HANDLING OF 10 SQUARE FEET OF ASBESTOS OR ASBESTOS MATERIAL MAY BE PERFORMED IN UNOCCUPIED AREAS OF AN OCCUPIED **BUILDING IN ACCORDANCE WITH 12NYCRR56.**
- CONSTRUCTION AND/OR DEMOLITION UNDER THE SCOPE OF THIS PROJECT HAVE BEEN TESTED FOR LEAD CONTENT IN

ACCORDANCE WITH USEPA REGULATIONS AND PER HUD **GUIDELINES. ALL MATERIALS THAT TESTED POSITIVE** WHICH ARE TO BE DISTURBED UNDER THE PROJECT ARE SCHEDULED FOR REMOVAL UNDER THE TERMS OF SECTION 026000 OF THE PROJECT SPECIFICATIONS. TRACES OF LEAD WERE ALSO DETECTED IN OTHER MATERIALS, THEREFORE THE CONTRACTOR SHALL TAKE THE PROPER MEASURES TO PROTECT AND TRAIN WORKERS PER OSHA REGULATIONS. ALL TESTING **RESULTS ARE ATTACHED TO SPECIFICATION SECTION**

- 14. UNDER NEW YORK STATE LAW SMOKING IS PROHIBITED ON SCHOOL GROUNDS. EMPLOYEES FOUND TO BE SMOKING ON SCHOOL GROUNDS SHALL BE ORDERED OFF SITE AND A SECOND OFFENSE WILL BE GROUNDS FOR PERMANENT REMOVAL FROM PROJECT. LEGAL PENALTIES MAY ALSO BE APPLIED.
- 15. ALL CONTRACTORS SHALL TAKE EVERY PRECAUTION AND SHALL PROVIDE SUCH EQUIPMENT AND FACILITIES AS ARE NECESSARY OR REQUIRED FOR THE SAFETY OF ITS EMPLOYEES. IN CASE OF AN ACCIDENT, FIRST AID SHALL BE ADMINISTERED TO ANY WHO MAY BE INJURED IN THE PROGRESS OF THE WORK. IN ADDITION, THE CONTRACTOR SHALL BE PREPARED FOR THE REMOVAL TO THE HOSPITAL FOR TREATMENT OF ANY EMPLOYEE EITHER SERIOUSLY INJURED OR ILL.
- THE CONTRACTOR FOR GENERAL CONSTRUCTION SHALL PROVIDE TEMPORARY WEATHER-TIGHT AND INSULATED ENCLOSURES AS MAY BE REQUIRED BY THE SCOPE OF WORK FOR ALL EXTERIOR OPENINGS SO AS TO PROTECT ALL WORK FROM THE WEATHER, AND TO PROVIDE SECURITY AGAINST UNAUTHORIZED ENTRY. ENCLOSURES SHALL NOT CREATE DEAD END CONDITIONS, REQUIRED EXITS SHALL BE MAINTAINED FREE AND CLEAR.



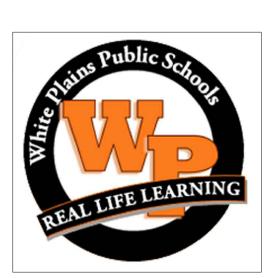
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White Plains City School District

Upgrades at Ridgeway **Elementary School**



225 RIDGEWAY CIR White Plains, NY 10605

> **SED PROJECT CONTROL** NO. xx

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