



George Latimer, Westchester County Executive

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

**BUILDING RENOVATIONS
YORKTOWN MAINTENANCE GARAGE
CORTLANDT MANOR NEW YORK**

**Contract No. 18-516
Bid Opening: September 15, 2021**

By Bidder (Please Print)

Firm/Business Name: _____

Address: _____

For Official Use Only

DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION

Division of Engineering

SPECIAL NOTICE

County of Westchester
New York

ADDENDA TO THE BID DOCUMENTS

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

SUBMISSION OF BIDS

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

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

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NOTICE: DUE TO THE COVID-19 PANDEMIC, TO PARTICIPATE IN THE MANDATORY PRE-BID SITE INSPECTION YOU ARE REQUIRED TO:

- 1. Be familiar with the attached Department of Environmental Facilities notice to Contractors and Site Visitors regarding COVID-19 PPE Protocol and Zero Tolerance dated April 7, 2020.**
- 2. Maintain a minimum distance of 6-feet between yourself and other people while at the facility**
- 3. Bring and wear a protective mask covering both the nose and mouth at all times while at the location.**
- 4. Note that, for the purpose of this site visit, gloves and protective eye-wear are optional.**

MANDATORY PRE-BID SITE INSPECTION

- A. Superseding the first paragraph of Article “3. PRE-BID SITE INSPECTION” of the Information for Bidders, Bidders are required to attend a Mandatory Pre-Bid Site Inspection at **10:00 a.m. Tuesday, August 17, 2021 at the 3800 Crompond Road Cortlandt Manor New York**, at which time they will examine the work site under escort by the County’s representative’

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

- B. Bidders shall indicate their interest in the Mandatory Pre-Bid Site Inspection by contacting John Coelho, Department of Public Works and Transportation, Division of Engineering at (914) 995-5144.
- C. All other portions of Article “3. PRE-BID SITE INSPECTION” of the Information for Bidders shall remain in full force and effect.



Department Memorandum
Department of Environmental Facilities

Date: April 7, 2020
To: Westchester County DEF Contractors and Site Visitors
From: Nat J. Federici, P.E.
Deputy Commissioner
Re: COVID-19 PPE Protocol and Zero Tolerance

First and foremost, on behalf of the Department I would like to thank everyone for the work that you all do and the part that you play in helping the Department maintain continuous wastewater collection and treatment services to Westchester County and its nearly one million residents. Wastewater collection and treatment are deemed essential public health services. Equally as important during this time is to ensure the health and safety of our employees and on-site consultants, contractors, sub-contractors, and suppliers.

As a result, the following protocol are being established and enforced in order to address the current state of emergency due to the COVID-19 pandemic at all of our Wastewater Collection and Treatment Facilities.

- All non-County employees working at a DEF site, should be confined to their designated work area and use separate personnel, dining, and restroom facilities, wherever possible.
- All non-County employers and their personnel working on-site at a DEF facility should follow all recommended CDC practices and guidelines to prevent exposure and/or spread of the Corona-virus. These include using engineering and administrative controls, safe work practices, and personal protective equipment (PPE) normally required for work tasks at all DEF facilities. The required minimum PPE includes: protective masks covering both the nose and mouth; disposable, single use latex or similar material gloves; and protective eye-ware. **The required PPE will be strictly enforced with zero tolerance going forward.**
- All non-County employees working at a DEF site, should maintain safe work distancing and a minimum of six feet of separation at all other times when on-site.

Anyone not adhering to the protocol listed above will be asked to leave the facility and not return; zero tolerance and no exceptions.

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In addition, for the duration of the COVID-19 Pandemic Emergency, we request that all contractors limit their permanent employees to working only on one site, to the extent possible, as this will also minimize the potential for cross-contaminating personnel across different sites. Any employer that has an employee or sub-contractor that has tested positive for the COVID-19 virus must notify the DEF Facility Superintendent of the positive test, without specifically identifying the employee's name, but notifying the Superintendent of the positive tested employee's day(s) and location worked. Lastly, all Contractors working on-site should amend their Health and Safety Plan (HASP) to include the COVID-19 Pandemic Protocol.

While the change and disruption is reflected in every aspect of our lives, we remain confident and determined that we will come out through this together and stronger than we were before this unprecedented crisis. As stated before, **the health and safety of all employees working at all of our Facilities is paramount**, and maintaining the safest work environment by implementing the protocol included above is the most effective way to ensure that all workers remain safe, while working at any and each DEF Facility.

NJF/njf

cc: Vincent F. Kopicki
Erin O'Shea
Anthony Della Valle
Jagdish Mistry
Joseph Gibney
Michael Facelle
Jeffrey Bryant
Warren Pierce
John Lennon
Dave Ciuffreda
Ed Pellegrino
Catherine D'Onofrio

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ALTERNATE

The Contract consists of the Base Bid and Alternate A.

It is the goal of the County to award the Base Bid and Alternate 1 if the low bid for all items are within the amount budgeted for this project. If the Base Bid and all Alternates exceed the amount budgeted for this project, the contract will be awarded to the bidder(s) as per Proposal Page 6.

ALTERNATE A

The work to be performed under Alternate A and in accordance with the specifications consists of the furnishing of all equipment, superintendents, labor, skill, materials and all other items necessary to paint the existing roof joists. All work shall be as shown on the Contract Drawings and in accordance with the specifications under Section 099123.

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MINORITY PARTICIPATION POLICY

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

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

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CHANGES IN THE WICKS LAW

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

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

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

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

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

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

SPECIAL NOTICE

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COMPLETION OF GRANT FUNDING FORMS

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

PROMPT EXECUTION AND RETURN OF CONTRACT

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

SPECIAL NOTICE

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MANDATORY OSHA CERTIFICATION

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

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

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

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BUILDERS RISK INSURANCE

In addition to the insurance requirements listed in Section 2 of the Information for Bidders, the Contractor, at their own cost and expense, shall provide and maintain a **Builder's Risk Form, All Risk Insurance Contract**. The coverage shall be written for **100% of the completed value**, with the County of Westchester named as loss payee as its interest may appear. In formulating its proposal, the Contractor shall include the costs for this coverage. In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of Contractor's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish such additional security covering such claims in form satisfactory to the County of Westchester.

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PROJECT LABOR AGREEMENT (PLA)

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

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

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

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PREVAILING WAGE

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

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

CONTRACTOR SPECIAL NOTICE

Department of Environmental Facilities
Environmental Management System Requirements

General

The Contractor is responsible for complying and ensuring that all the Contractor's subcontractors comply with all federal, state, and local environmental and health and safety legal requirements.

The Contractor recognizes that the Department of Environmental Facilities (DEF) has an Environmental Management System (EnvMS) that includes DEF's Wastewater Treatment Plants (WWTPs), Solid Waste facilities, water treatment facilities, and related facilities and shall conform to and ensure the conformance of all of the Contractor's subcontractors (subcontractors) to the DEF Environmental Policy (Policy), all EnvMS associated procedures and protocols, and the requirements of this Special Notice. This includes the requirement to participate in the corrective action process, including attendance at meetings should activities in which the Contractor is involved result in a deviation from the Policy or the requirements of the EnvMS. Depending on the seriousness of the deviation, this may include participation in full root cause analysis.

Training

Prior to performing work the project superintendent, project manager and all responsible foremen for the Contractor and subcontractors shall attend a required 45-minute training session on EnvMS requirements provided by DEF Personnel. The Contractor shall ensure the attendance of these staff. The training may occur at the facility or at another location. The Contractor shall ensure that a minimum of one person who has participated in the EnvMS training is available on-site at all times that the Contractor's personnel or subcontractors are on-site.

The Contractor shall ensure that all employees and subcontractor employees working at any DEF facility are trained on the requirements of the EnvMS relevant to their work and shall keep records of training on site. The initial training for superintendents, project managers and foremen may be video taped by the Contractor for subsequent training of all Contractor's employees and subcontractor employees.

Records of training shall be kept by the contractor and made available to DEF, upon request.

Competency

The Contractor shall ensure employees and subcontractors are capable, based on training, education, licensing, and/or experience, to perform tasks that can impact the

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environment. The Contractor shall maintain records of competency and make these records available to DEF upon request.

Project Coordination

The Contractor shall designate a staff member who will be responsible for the oversight of EnvMS project requirements and to work as a liaison with the plant Superintendent or facility operator. This person, or their properly qualified designee, must be available anytime the Contractor's personnel or subcontractors are on-site performing work.

Working Environment

In addition to the hazards typically found on construction and industrial sites, the following specific hazards are present at the WWTPs and water treatment facilities.

| Hazards | Yonkers | Port Chester | Peekskill | Ossining | New Rochelle | Mamaroneck | Blind Brook | Shaft 22 | Kensico Dam | Gate of Heaven |
|--|---------|--------------|-----------|----------|--------------|------------|-------------|----------|-------------|----------------|
| Digester Gas (consists mostly of methane – the primary component of natural gas) | X | | X | | | | | | | |
| Natural Gas | X | X | | X | X | | | | | |
| Propane | | X | X | | X | | | | | |
| Oxygen | | | | | X | | | | | |
| Class 1, Division 1 Explosion Proof Areas | X | X | X | X | X | X | X | | | |
| Confined Spaces | X | X | X | X | X | X | X | | | |
| Chemical Storage/Hazardous Materials | X | X | X | X | X | X | X | X | X | X |
| Hydrogen Sulfide | X | X | X | X | X | X | X | | | |
| High Pressure Lines | X | X | X | X | X | X | X | | | |
| Open Tanks / Drowning Hazards | X | X | X | X | X | X | X | | | |
| Ladders, Platforms & Slippery Surfaces | X | X | X | X | X | X | X | X | X | X |
| High Voltage Electrical Systems | X | X | X | X | X | X | X | | | |
| Potential Exposure to Blood Borne Pathogens | X | X | X | X | X | X | X | | | |
| Automatic Equipment | X | X | X | X | X | X | X | | | |
| Chlorine Gas | | | | | | | | X | | |

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Other DEF facilities (transfer stations, pump stations) may have these same or similar hazards.

The Contractor and subcontractors shall plan work appropriately for this environment and the specific location(s) where work is anticipated and implement the necessary health and safety precautions including, but not limited to, the use of proper equipment, including non-sparking tools, proper personal protective equipment (PPE) and monitoring equipment, and compliance with contractor Confined Space Entry and Lock-out / Tag-out programs.

Health and Safety Plan

The contractor shall develop a health and safety plan (plan) specific to the facility and the work planned and shall ensure that all work is performed in conformance with the plan. The contractor shall ensure that the plan addresses all relevant hazards including, but not limited to, the aforementioned hazards. The plan must be kept on site at the facility when work is being performed and must be made available to DEF personnel upon request.

Health and Safety Compliance Monitoring

An expert provided by the Contractor will monitor the Contractor and subcontractor compliance with all applicable health and safety regulations and the health and safety plan on an ongoing basis while the Contractor and subcontractors are performing work at any DEF facility. Monitoring shall be performed in accordance with the health and safety requirements in the project specifications. The Contractor shall ensure that all employees and subcontractors cooperate with the expert. The expert will document results of the monitoring and provide the results to the Contractor on an ongoing basis. The Contractor shall correct all health and safety non-compliances identified by the independent expert in a timely fashion. The monitoring results and any corrective actions taken shall be provided to DEF's representative on site.

Plant Equipment and Control of Hazardous Energy

All DEF sites are working facilities that must function at all times so as to meet regulatory obligations. The Contractor shall receive prior authorization from the WWTP Superintendent, the Supervisor of Operations, Chief Operator (water districts) facility manager (solid waste) if any planned activities of the Contractor or Contractor's subcontractor could interfere with the operation of the DEF facility, involve the use of plant or facility equipment, or require taking plant or facility equipment on or off line. The contractor shall not proceed without expressed authorization by same. DEF reserves the right to rescind authorization for the Contractor to use, work on, or otherwise render inoperable, any piece of equipment if needed for the operation of the plant or facility.

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The Contractor shall be responsible for ensuring control of hazardous energy (lock-out/tag-out) for all contractor and subcontractor activities. Contractor shall coordinate taking plant equipment off line and putting it back on line with the Plant Superintendent or the Supervisor of Operations, Chief Operator (water districts) or facility manager (solid waste). Only authorized DEF personnel shall take plant equipment off line or place it back on line. Plant equipment includes, but is not limited to, all gates, valves, pumps, electrical panels, solid waste facilities, water and wastewater treatment, and associated equipment.

Odor Notification

The Contractor shall notify the WWTP Superintendent, Supervisor of Operations, Chief Operator (water districts) facility manager (solid waste) or ISO Coordinator 24 hrs prior to the initiation of activities that have the potential to cause odors in excess of those associated with normal operations.

Odor Control

The Contractor and subcontractors shall comply with all EnvMS odor control requirements. WWTP doors must be kept closed at all times except for entry or exit of personnel and equipment. Open periods shall be minimized to the greatest extent possible. Doors shall not be propped open or held open without the expressed approval of the WWTP Superintendent or the Supervisor of Operations.

For activities with the potential to cause odors in excess of those associated with normal operations, the contractor shall plan and implement appropriate odor abatement controls.

Demolition

Contractor shall implement a methodology to tag or mark all equipment and piping prior to demolition. All contractor and subcontractor employees responsible for demolition activities shall be trained on the methodology. Prior to demolition, marked or tagged equipment scheduled for demolition shall be reviewed with DEF's representative on site.

Stormwater Management, Soil Erosion and Sediment Control Activities

The Contractor shall comply strictly with all Soil Erosion and Sediment Control project specifications; stormwater permit requirements, if a permit is required; and regulatory requirements including the ***New York Standards and Specifications for Erosion and Sediment Control and the County of Westchester Best Management Practices for Reducing Nitrogen and Other Stormwater Pollutants.***

Soil Erosion and Sediment Controls shall include, but are not limited to, the following:

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- Proper installation and use of erosion and sediment capture devices, i.e. silt fences and hay bales
- Protection of storm drain inlets
- Proper and timely backfilling and stabilization of trench excavation
- Inspections of discharge points
- Proper maintenance of erosion and sediment capture devices
- Regular inspections of controls by qualified Contractor staff
- Use of phosphorus containing fertilizers only in conformance with County requirements.

The Contractor shall be subject to Erosion and Sediment Control Inspections by DEF personnel.

Spills Prevention, Control and Response Procedures

Contractor and subcontractors shall have written spill response procedures that conform to DEF requirements. The Contractor's and subcontractors' supervisory personnel will be trained in the facility's Spill Prevention, Control and Response Procedures Requirements during the 45-minute EnvMS training session. Contractors and subcontractors shall ensure that these requirements are complied with and that their on-site employees are properly trained in spill prevention, control and response, and conformance with their spill response procedures. Contractor and subcontractors shall have a copy of these procedures available on site. The Contractor shall have appropriate spill clean-up equipment on site at all times.

In the event of a spill, the Contractor and subcontractors shall immediately respond to the spill in conformance with their spill procedures and as soon as possible report the spill to the main office.

The Contractor is responsible for proper clean-up and disposal of waste materials generated by any spill resulting from their activities.

Vehicle and Equipment Control

The Contractor and subcontractors shall ensure all vehicles and equipment are properly maintained and free of leaks. Contractor and subcontractors shall not perform fueling or maintenance of vehicles and equipment onsite without the expressed approval of the WWTP Superintendent or Supervisor of Operations, Chief Operator (water districts), or facility manager (solid waste). Contractor and subcontractors shall ensure vehicles comply with Westchester County idling restrictions and do not idle unnecessarily. The Contractor and subcontractors shall ensure all fuel used is ultra low sulfur in content.

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Good Housekeeping/Chemicals, Petroleum and Hazardous Materials Management

The Contractor and subcontractors shall demonstrate good housekeeping practices and perform daily site clean-ups at the work site. The work site shall be subject to inspections by DEF Personnel.

The Contractor and subcontractors shall properly store and use all petroleum, chemicals and hazardous materials. This shall include but is not limited to use of proper secondary containment and protection from precipitation. Storage locations shall be pre-approved by the WWTP Superintendent, Supervisor of Operations, Chief Operator (water districts) or facility manager (solid waste) or ISO Coordinator.

The Contractor shall provide all Material Safety Data Sheets (MSDS) for all petroleum, chemicals and hazardous materials used at the work site to DEF prior to bringing same on site and shall maintain all MSDS on site. DEF reserves the right to forbid any material from being brought on site.

At the completion of work, the Contractor shall remove any staged materials, petroleum, chemicals, and hazardous materials remaining from the project, whether a result of contractor or subcontractor activities. Staged materials, petroleum, chemicals, and hazardous materials may remain with the expressed written approval of the WWTP Superintendent or Supervisor of Operations, Chief operator (water districts) facility manager (solid waste).

Waste Management and Minimization

The Contractor and subcontractors shall dispose of waste in a manner that meets all applicable laws and regulations including Westchester County Source Separation Law (Chapter 825). Contractors shall make every effort to minimize waste production during construction operations. Contractors and subcontractors shall not bring waste onsite and may not dispose of waste onsite or in DEF receptacles without the expressed approval of DEF

Mercury Containing Devices

The Contractor shall ensure no mercury containing devices are installed. Any mercury devices removed by the Contractor or subcontractors shall be disposed of legally by the Contractor and records of disposal shall be provided to the facility.

Energy Efficiency and Environmentally Preferable Products

With the exception of exterior lighting and historic lighting at the South Yonkers CSO and the Mamaroneck WWTP, the Contractor shall ensure incandescent bulbs are not installed or used.

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The contractor shall:

- select energy star equipment or equipment within the upper 25 percent of energy efficiency as designated by the United States Federal Energy Management Program
- select environmentally preferable products
- utilize environmentally preferable cleaning products

if the prices of the equipment and products are reasonably competitive and the quality is adequate for the purpose intended.

The contractor shall ensure Styrofoam products are not utilized and shall request non-Styrofoam packaging for equipment and products.

Landscaping

When selecting plantings, the Contractor shall ensure plantings native to Westchester County are utilized. If no native species are appropriate, the Contractor shall ensure the planting of noninvasive species.

Pesticide Ban

The Contractor shall ensure pesticides that are banned under Westchester County Law (Chapter 690) are not utilized at the work site.

Change to Environmental Project Design Specification

The Contractor shall receive approval from an authorized County representative prior to making any modifications that affect environmental project specifications due to field conditions.

Third Party Audit

The EnvMS is certified to ISO 14001. The certification requires that a yearly third party audit be performed. The Contractor shall ensure that all employees cooperate with the third party auditor, answer questions put to them by the auditor, and make records required as part of this special notice available to the auditor, as requested.

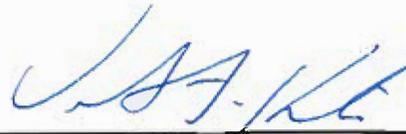
**WESTCHESTER COUNTY
DEPARTMENT OF ENVIRONMENTAL FACILITIES**

ENVIRONMENTAL POLICY

It is the mission of the Westchester County Department of Environmental Facilities to protect, preserve and conserve the water supply and quality of watercourses within or on the borders of Westchester County; to provide proper solid waste stream reduction and recycling; and to protect the health, safety and welfare of the public. The Department is responsible for planning, operating and maintaining: water resource recovery facilities, sanitary collection systems, drinking water treatment and distribution facilities, and solid waste facilities in compliance with local, state and federal laws.

To achieve this mission and thereby contribute to a more sustainable society, DEF is committed to:

- meet, and where practical, exceed its environmental legal and regulatory requirements, and other commitments;
- prevent pollution, protect the environment; and,
- continually improve.



Vincent F. Kopicki, P.E.
Commissioner, DEF

NOTICE TO CONTRACTORS

County of Westchester
New York

Sealed proposals for the following construction work:

CONTRACT NO: 18-516

ADVERTISING: August 6, 2021

MANDATORY PRE-BID INSPECTION: August 17, 2021

BUILDING RENOVATIONS YORKTOWN MAINTENANCE GARAGE CORTLANDT MANOR, NEW YORK

will be received by the Board of Acquisition and Contract in Room 528, Michaelian Office Building, 148 Martine Ave., White Plains, New York until 11:00 a.m., Wednesday, September 15, 2021, and immediately thereafter, the bids will be publicly opened and read aloud in Room 527 of the said building. The bid opening also will be made accessible to the public via the livestreaming service WebEx. The livestreaming of the bid opening via WebEx is in addition to and not in place of the publicly bid opening to be held in Room 527 of the Michaelian Office Building. For additional bidding information or questions call (914) 995-2274.

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

The Bid Documents (General Requirements, Information for Bidders, Technical Specifications, etc. with Authorized Proposal Pages) **MUST BE OBTAINED** from the Empire State Purchasing Group website at the following web address: <http://www.bidnetdirect.com/new-york>.

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

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

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

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

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

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

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

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

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

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

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

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

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

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1. GENERAL REQUIREMENTS AND PROPOSALS

DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION

Division of Engineering

GENERAL REQUIREMENTS

1. DESCRIPTION OF THE WORK

The work to be performed under this Contract and in accordance with the specifications consists of the furnishing of all equipment, superintendents, labor, skill, material and all other items necessary to Renovate the Yorktown Garage in Cortlandt Manor, New York.

- a. Roof removal and replacement including asbestos abatement
- b. Toilet room/locker rooms walls, ceilings, flooring, partitions, MEP work
- c. New office and mezzanine level storage room in the exist garage area, structure, walls, door, window, stairs, wire mesh enclosure, MEP work
- d. Lunch area replacement kitchen cabinets, counter, appliances, MEP work
- e. New stairs and platform at existing mezzanine storage
- f. Replacement exterior windows
- g. Concrete floor slab work for new trough drain, pit infills, replacement of cracked areas
- h. Painting all existing and new surfaces and equipment (Alternate for roof joist painting)
- i. Plumbing fixtures, piping, water heater in toilet rooms and lunch area
- j. HVAC work for exhaust fans, AC equipment in toilet rooms, office and lunch area
- k. Electrical power, lighting, panels for new and renovated areas
- l. New Fire Alarm system
- m. Modifications to Fire Protection Sprinkler System
- n. Disconnection and reinstallation of rooftop exhaust fans for roofing work
- o. Temporary electric and plumbing for Owner and Contractor office trailers

Alternate A: The work to be performed under Alternate A and in accordance with the specifications consists of the furnishing of all equipment, superintendents, labor, skill, materials and all other items necessary to paint the existing roof joists. All work shall be as shown on the Contract Drawings and in accordance with the specifications under Section 099123.

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

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

GENERAL REQUIREMENTS

2. SUBCONTRACTING & DIRECT EMPLOYMENT OF LABOR

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

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

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

3. REQUIRED TIME FOR COMPLETION OF THE WORK

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

The Contractor shall commence the work embraced in this contract within ten (10) days of the service of Notice by the County to do so and shall complete the said work within **270** consecutive calendar days computed from the date of such Notice to commence.

GENERAL REQUIREMENTS

1. SECURITY REGULATIONS

Security Regulations For all County Facilities except County Correctional Facilities:

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

Security Regulations For County Correctional Facilities:

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

GENERAL REQUIREMENTS

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

GENERAL REQUIREMENTS

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

2. PAYMENT FOR BONDS AND INSURANCE

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

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

GENERAL REQUIREMENTS

CONTRACT DRAWINGS:

CONTRACT NUMBER 18-516

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

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

| <u>DRAWING NO.</u> | <u>TITLE</u> | <u>SHEET NO.</u> |
|----------------------|--|------------------|
| GENERAL | | |
| T-1 | TITLE SHEET | 61-15-T-49-0 |
| ARCHITECTURAL | | |
| R-1 | ROOF REMOVAL PLAN NOTES AND DETAILS | 61-15-G-50 |
| A-1 | BUILDING REMOVALS PLANS | 61-15-A-51-0 |
| A-2 | PLANS AND REFLECTED CEILING PLANS | 61-15-A-52-0 |
| A-3 | ROOF PLAN, NOTES AND DETAILS | 61-51-A-53-0 |
| A-4 | LOCKER ROOMS AND BREAKROOM PLANS | 61-51-A-54-0 |
| A-5 | OFFICE & MEZZANNE PLANS ELEVATIONS, SECTIONS | 61-51-A-55-0 |
| A-6 | STAIR DETAILS | 61-51-A-55-0 |
| MECHANICAL | | |
| H-1 | HVAC PLANS, SCHEDULES, LEGEND | 61-15-H-57-0 |
| P-1 | PLUMBING PLANS, SCHEDULES, LEGEND | 61-15-P-58-0 |
| SP-1 | SPRINKLER PLANS | 61-15-SP-59-0 |
| ELECTRICAL | | |
| E-1 | ABBREVIATIONS, LEGEND, GENERAL NOTES | 61-15-E-60-0 |
| E-2 | FIRST FLOOR ELECTRICAL REMOVALS, LIGHTING, POWER AND FIRE ALARM PLAN | 61-15-E-61-0 |
| E-3 | MEZZANINE ELECTRICAL LIGHTING POWER AND FIRE ALARM PLANS, RISER DIAGRAM, PANEL AND FIXTURE SCHEDULES | 61-15-E-62-0 |
| E-4 | ELECTRICAL DETAILS | 61-15-E-63-0 |
| CODE | | |
| C-1 | BUILDING AND ENERGY CODE SUMMARY | 61-15-E-63A-0 |

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



George Latimer, Westchester County Executive

PROPOSAL PAGES

**BUILDING RENOVATIONS
YORKTOWN MAINTENANCE GARAGE
CORTLANDT MANOR NEW YORK**

Contract No. 18-516

Bid Opening: September 15, 2021

By Bidder (Please Print)

Firm/Business Name: _____

Address: _____

For Official Use Only

DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION

Division of Engineering

PROPOSAL REQUIREMENTS

BIDDER'S IDENTIFICATION

CONTRACT NO. _____

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

Proposal made by _____
as party of the second part.

Whose business address is _____

Whose telephone number is _____

Whose E-mail address is _____

Whose Federal ID number is _____

Is bidder an individual,
a partnership or a corporation? _____

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

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

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

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

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

COMPLETE THIS FORM USING BLACK INK ONLY

PROPOSAL REQUIREMENTS

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

PROPOSAL REQUIREMENTS

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

- 8. The undersigned does hereby agree to comply with all relevant provisions of the Labor Laws of the State of New York, and agrees to adhere to the provisions relating to the eight-hour day and five-day week, the payments of minimum rates for labor, and the latest laws relative to payments for wages for labor on public contracts.

- 9. The undersigned does hereby agree to insure all persons connected with the contract work against accident, at its own expense, as prescribed by the Workmen's Compensation Law of the State of New York; and that it will be responsible for payments by itself, its subcontractors and vendors of all taxes applicable to the work, and all other payments as may be required by various laws and rules and regulations of the Federal Government, the State of New York and its political subdivisions and agencies, such payments including but not limited to the following:
 - A. Federal Social Security Taxes on employees' wages.
 - B. Applicable Federal Excise Taxes.
 - C. New York State Unemployment Insurance and Disability Payments, based on employees' wages.

- 10. The undersigned does hereby agree to accept their indicated lump sum price for the total work and/or their indicated unit prices for the various items of the work as the sole basis in the determination of the value of addition to, or deletions from the specified scope of the contract work.

11. ADDENDUM RECEIPT - CONTRACT NO. _____

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

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

| | |
|--------------------|-------------|
| Addendum No. _____ | Dated _____ |

COMPLETE THIS FORM USING BLACK ONLY

PROPOSAL REQUIREMENTS

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

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

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

13. NON-COLLUSIVE BIDDING CERTIFICATION

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

- A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:
- 1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - 2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - 3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- B. A bid shall not be considered for award nor shall any award be made where a. (1), (2) and (3), above, have not been complied with; provided however, that if any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where a. (1), (2) and (3), above, have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not added for the purpose of restricting competition."
14. The undersigned and each person signing in behalf of the undersigned hereby executes the foregoing Affirmative Action Questionnaire, Proposal, Addendum Receipt and Non-Collusive Bidding Certification.
15. The undersigned and each person signing on behalf of the undersigned hereby certifies that

PROPOSAL REQUIREMENTS

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

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

Dated _____, 20__

Legal Name of Person, Firm or Corporation

(Seal of Corporation)

Business Address of Person, Firm or Corporation

By _____
Signature

Title

COMPLETE THIS FORM USING BLACK INK ONLY

LUMP SUM PROPOSAL

| ITEM NO. | APPROXIMATE QUANTITIES | ITEM DESCRIPTION | AMOUNT BID | |
|--|-------------------------|--|------------|-------|
| | | | DOLLARS | CENTS |
| 1 | Lump Sum | For providing all labor, material and equipment necessary to complete all work as shown on the contract drawings and in accordance with the specifications, exclusive of Alternate A Paint Existing Roof Joists. | | |
| 2 | Lump Sum | Provide Temporary Facilities for Owner's Office, Locker Room and Toilet Room. | | |
| Subtotal of All Items Above: | | | | |
| 3 | Lump Sum | Contract Bonds and Insurance (Must not exceed 3.00% of Subtotal Shown Above/On Previous Line). | | |
| 4 | As Directed by Engineer | Necessary for miscellaneous additional work per Article "Miscellaneous Additional Work (Item W-800)" of the Information for Bidders, as directed. | \$130,000 | 00 |
| Gross Sum of Total Base Bid Written in Figures: | | | | |

LUMP SUM PROPOSAL

| ITEM NO. | APPROXIMATE QUANTITIES | ITEM DESCRIPTION | AMOUNT BID | |
|----------|------------------------|--|------------|-------|
| | | | DOLLARS | CENTS |
| ALT A | Lump Sum | In accordance with the specifications consists of the furnishing of all equipment, superintendents, labor, skill, materials and all other items necessary to paint the existing roof joists. All work shall be as shown on the Contract Drawings and in accordance with the specifications under Section 099123. | | |

| ITEM DESCRIPTION | AMOUNT BID | |
|--|------------|-------|
| | DOLLARS | CENTS |
| TOTAL BID FOR BASE BID + ALTERNATE A: | | |
| TOTAL BID FOR BASE BID: | | |

CONTRACTOR: _____

ADDRESS: _____

BY: _____

This Contract consists of the Base Bid and One (1) Add Alternate.

It is the goal of the County to award the Base Bid and Alternate A if the low bid for all items is within the amount budgeted for this project. If the Base Bid and Alternate A exceed the amount budgeted for this project, the Contract will be awarded to the Bidder submitting the lowest Base Bid.

COMPLETE THIS FORM USING BLACK INK ONLY

CONTRACTOR'S ACKNOWLEDGMENT

(If Corporate)

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

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

Notary Public

CONTRACTOR'S ACKNOWLEDGMENT

(If Individual)

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

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

Notary Public

CONTRACTOR'S ACKNOWLEDGMENT

(If Co-Partnership)

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

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

Notary Public

COMPLETE THIS FORM USING BLACK INK ONLY

CERTIFICATE OF AUTHORITY

I, _____
(Officer other than officer executing proposed documents)

certify that I am _____ of the
(Title)

(Name of Contractor)

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

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

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

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

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

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

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

(Signature)

(SEAL)

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

On this _____ day of _____, 20____, before me personally came
_____ to me known, and known to me to be
the _____ of _____, the
Corporation described in and which executed the above certificate, who being by me duly sworn did
depose and say that he, the said _____ resides at

_____ and that he is _____
_____ of said Corporation and knows the Corporate Seal of the said
Corporation; that the seal affixed to the above certificate is such Corporate Seal and that it was so
affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto
by like order.

Notary Public

COMPLETE THIS FORM IN BLACK INK ONLY

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

CONTRACT NO. _____

BID BOND AND CONSENT OF SURETY

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

(Address)

(hereinafter called the "Principal") and the _____ a
corporation created and existing under the laws of the State of _____, having its principal office
at _____ (hereinafter called the "Surety"),

(PRINT FULL ADDRESS OF SURETY)

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

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

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

NOW, THEREFORE, the Surety agrees:

(i) if the Contract for which the preceding estimate and proposal is made, is awarded to the Bidder by
the County, the Surety shall become bound as Surety and guarantor for the faithful performance of the
Contract and shall execute and deliver a Performance & Payment Bond, in a form acceptable to the County,
in the amount of 100% of the total Contract price, or such other amount as may be specified in the Bid
documents, and shall execute the Contract as party of the third part when required to do so by the Board of
Acquisition and Contract of the County; and

(ii) if the Bidder shall, upon award of the Contract to the Bidder, fail or refuse to execute the Contract
and furnish the necessary bonds and insurance certificates, the Surety shall, on demand by the County, pay to
the County the difference between the amount bid and the amount for which such contract is thereafter
awarded, together with the cost to the County of reletting said Contract, up to the maximum aggregate
amount of this bond.

(iii) the condition of the foregoing obligation is such, that if the said Principal shall promptly execute
and submit, and the County shall accept, all required contract documents including insurance and such
Performance and Payment Bond or other bonds, all as may be required in accordance with the terms of the
Principal's said bid/proposal, then this obligation shall be null and void, otherwise to remain in full force and
virtue.

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

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

Signed and delivered this ____ day of _____ 20____ in the presence of:

(Print Name of Contractor)

_____ Principal
(Signature)

(Title of Authorized Officer)

(Print Name of Surety)

By _____ Surety
(Signature)

(Title of Authorized Officer)

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

AFFIRMATIVE ACTION PROGRAM REQUIREMENT

Affirmative Action Program

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

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

If Yes, give name of Program: _____

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

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

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

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

COMPLETE THIS FORM USING BLACK INK ONLY

APPRENTICESHIP TRAINING PROGRAM REQUIREMENT

Apprenticeship Training Program

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

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

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

If Contractor Yes, give the name of the Program: _____

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

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

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

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

COMPLETE THIS FORM USING BLACK INK ONLY

CERTIFICATE OF LICENSE

(TO BE COMPLETED BY AN ELECTRICAL BIDDER ONLY)

_____, being duly sworn
(Name)

deposes and says that the following statements are true:

(1) I am the _____ of the
(Title)

_____, the bidder named on the
(Name of Contractor)

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

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

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

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

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

COMPLETE THIS FORM USING BLACK INK ONLY

CERTIFICATE OF LICENSE (Continued)

(TO BE COMPLETED BY AN ELECTRICAL BIDDER ONLY)

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

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

Signature

Sworn to before me
this _____ day of _____

License No.

Notary Public - State of New York

COMPLETE THIS FORM USING BLACK INK ONLY

CERTIFICATE OF LICENSE

(TO BE COMPLETED BY A PLUMBING BIDDER ONLY)

_____, being duly sworn
(Name)

deposes and says that the following statements are true:

(1) I am the _____ of the
(Title)

_____, the bidder named on the
(Name of Contractor)

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

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

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

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

COMPLETE THIS FORM USING BLACK INK ONLY

CERTIFICATE OF LICENSE (Continued)

(TO BE COMPLETED BY A PLUMBING BIDDER ONLY)

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

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

Signature

Sworn to before me
this _____ day of _____

License No.

Notary Public - State of New York

COMPLETE THIS FORM USING BLACK INK ONLY

CERTIFICATE OF LICENSE

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

_____, being duly sworn
(Name)

deposes and says that the following statements are true:

(1) I am the _____ of the
(Title)

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

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

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

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

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

Signature

Sworn to before me
this _____ day of _____

License No.

Notary Public - State of New York

COMPLETE THIS FORM USING BLACK INK ONLY

STORMWATER POLLUTION PREVENTION CERTIFICATION

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

Signature

Sworn to before me

This _____ day of _____, 200_.

Notary Public – State of New York, County of _____

My Commission Expires on _____.

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

COMPLETE THIS FORM USING BLACK INK ONLY

PREVAILING WAGE RATES AND SUPPLEMENTS

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

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

Yes _____ No _____

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

Yes _____ No _____

If Yes, please indicate which program:

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

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

Signature

Date: _____

Notary Public

Date: _____

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

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

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

- 1.) meets the following requirements:
 - a. is at least 51% owned by one or more persons of color or women;
 - b. is an enterprise in which such ownership by persons of color or women is real, substantial and continuing;
 - c. is an enterprise in which such ownership interest by persons of color or women has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and
 - d. is an enterprise authorized to do business in this state which is independently owned and operated.

- 2.) is a business enterprise certified as a minority business enterprise ("MBE") or women business enterprise ("WBE") pursuant to Article 15-a of the New York State Executive Law and the implementing regulations, 9 New York Code of Rules and Regulations subtitle N Part 540 et seq., **OR**

- 3.) is a business enterprise certified as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., and the relevant provisions of the Code of Federal Regulations as amended.

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

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

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

_____ No

_____ Yes

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

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

_____ Women

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

_____ Black persons having origins in any of the Black African racial groups

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

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

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

Name of Business Enterprise: _____

Address: _____

Name and Title of person completing questionnaire: _____

Signature: _____

Notary Public

Date

CONTRACTOR'S DISCLOSURE STATEMENT

Instructions:

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

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

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

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

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

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

Definitions:

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

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

CONTRACTOR'S DISCLOSURE STATEMENT

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

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

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

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

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

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

Contractor Disclosure Statement – is this document.

Control – A Business Entity controls another Business Entity when:

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

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

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

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

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

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

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

CONTRACTOR'S DISCLOSURE STATEMENT

CONTRACT NO.: _____

Check if Subcontractor

Type Of Submission

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

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

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

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

NO CHANGE AFFIDAVIT

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

Submitted by: _____
(Signature)

Name (Print): _____

Title (Print): _____

Sworn to before me this ____ day of _____, 200_

NOTARY PUBLIC

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CONTRACTOR'S DISCLOSURE STATEMENT

Questions:

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

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

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

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

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

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CONTRACTOR'S DISCLOSURE STATEMENT

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

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

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

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

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CONTRACTOR'S DISCLOSURE STATEMENT

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

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

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

COMPLETE THIS FORM USING BLACK INK ONLY

CONTRACTOR'S DISCLOSURE STATEMENT

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

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

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

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

COMPLETE THIS FORM USING BLACK INK ONLY

CONTRACTOR'S DISCLOSURE STATEMENT

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

___ Yes No ___ If you answered yes, explain below.

OATH

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

Submitted by: _____
(Signature)

Name (Print): _____

Title (Print): _____

Sworn to before me this ___ day of _____, 20__

NOTARY PUBLIC

COMPLETE THIS FORM USING BLACK INK ONLY

REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY

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

Contract Name and/or ID No.:

(To be filled in by County)

Name of Contractor:

(To be filled in by Contractor)

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

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

Yes _____ No _____

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

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

Yes _____ No _____

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

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

Yes _____ No _____

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

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

Name: _____

Title: _____

Date: _____

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

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

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

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

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

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

_____ No
_____ Yes

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

_____ No
_____ Yes

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

Name of Firm/Business Enterprise: _____
Address: _____
Name/Title of Person completing Questionnaire: _____
Signature: _____

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

Notary Public

Date:

SCHEDULE "F"
CRIMINAL BACKGROUND DISCLOSURE
INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

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

Exemptions

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

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

If you are claiming an exemption for one or more Persons Subject to Disclosure, you must notify the Procuring Officer². The Procuring Officer will then determine whether the Person(s) Subject to Disclosure are actually exempt, and provide written notification of his/her determination. If the Procuring Officer determines that a Person Subject to Disclosure is not exempt, the Procuring Officer will notify you of that determination, and you will have to include disclosures for that person on your Criminal Background Disclosure Form and Certification.

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

Subconsultants, Subcontractors, Sublessees, or Sublicensees

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

New Persons Subject to Disclosure

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

*PLEASE CONTINUE TO THE
Criminal Background Disclosure Form and Certification
BEGINNING ON THE NEXT PAGE*

CONTRACT #:

Name of Consultant, Contractor, Lessee, or Licensee: _____

**CRIMINAL BACKGROUND DISCLOSURE
FORM AND CERTIFICATION**

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

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

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

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

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

1. _____
2. _____
3. _____
4. _____
5. _____

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

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

1. _____
2. _____
3. _____
4. _____
5. _____

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

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

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

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

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

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

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

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

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

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

Name: _____

Title: _____

Date: _____

Notary Public

Date

SUBCONTRACTOR'S SEALED BID SUBMISSION

Westchester County Contract No.: _____

Name of Subcontractor: _____

Address: _____

Phone #: _____ Fax #: _____

E-mail address: _____

Name of Contractor to whom
this bid is submitted: _____

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

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

\$: _____

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

Subcontractor

Contractor

Signature

Signature

By _____
(print name & title)

By _____
(print name & title)

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

COMPLETE THIS FORM USING BLACK INK ONLY

INFORMATION FOR BIDDERS



2. INFORMATION FOR BIDDERS

DEPARTMENT OF PUBLIC WORKS

Division of Engineering

INFORMATION FOR BIDDERS

1. ADDENDA AND INTERPRETATION

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

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

2. VOIDED CLAUSES

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

3. PRE-BID SITE INSPECTION

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

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

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

4. BID SECURITY

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

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

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

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

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

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

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

5. PERFORMANCE AND PAYMENT BOND

If required pursuant to "Notice to Contractors."

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

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

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

6. INDEMNIFICATION AGREEMENT

The Contractor agrees:

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

7. INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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8. PREVAILING WAGE RATES AND SUPPLEMENTS

A. Wages to be Paid and Supplements to be Provided

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

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B. Schedule of Hourly Rates/Supplements

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

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

C. Grounds for Cancellation of Contract

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

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

D. Records to be kept on Site

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

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

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

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

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

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

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

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

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

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

H. Penalty for Payment of Less than Prevailing Wages

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

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

9. LABOR AND COMPLIANCE WITH LABOR LAW

A. Preference for Westchester Residents

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

B. Certifications To Be Filed

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

C. Retention of Funds

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

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

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

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

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

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

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- 7) When final determination has been made and such determination is in favor of the complainant, said complainant may in addition to any other remedy provided by this article, institute an action in any Court of appropriate jurisdiction against the person or corporation found violating this article, any substantially-owned affiliated entity or any successor of the Contractor or Subcontractor, any officer of the Contractor or Subcontractor who knowingly participated in the violation of this article, and any of the partners if the Contractor or Subcontractor is a partnership or any of the five largest shareholders of the Contractor or Subcontractor, as determined by the fiscal officer, for the recovery of the difference between the sum, if any, actually paid to him by the Commissioner of Finance pursuant to said order and the amount found to be due him as determined by said order. Such action must be commenced, within three years from the date of the filing of said order, or if the said order is reviewed in a proceeding pursuant to Article Seventy-eight of the Civil Practice Law and Rules, within three years after the termination of such review proceeding.

- 8) When two final determinations have been rendered against a Contractor, Subcontractor, successor, or any substantially owned affiliated entity of the Contractor or Subcontractor, any of the partners if the Contractor or Subcontractor is a partnership, any officer of the Contractor or Subcontractor who knowingly participated in the violation of this article, any of the five largest shareholders of the Contractor or Subcontractor or any successor within any consecutive six-year period determining that such Contractor, Subcontractor, successor, or any substantially-owned affiliated entity of the Contractor or Subcontractor, any of the partners or any of the five largest shareholders of the Contractor or Subcontractor, any officer of the Contractor or Subcontractor who knowingly participated in the violation of this article has willfully failed to pay the prevailing rate of wages or to provide supplements in accordance with this article, whether such failures were concurrent or consecutive and whether or not such final determinations concerning separate public work projects are rendered simultaneously, such Contractor, Subcontractor, successor, or any substantially-owned affiliated entity of the Contractor or Subcontractor, any of the partners if the Contractor or Subcontractor is a partnership or any of the five largest shareholders of the Contractor or Subcontractor, any officer of the Contractor or Subcontractor who knowingly participated in the violation of this article shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with the State, any municipal corporation or public body for a period of five years from the second final determination, provided, however, that where any such final determination involves the falsification of payroll records or the kickback of wages or supplements, the Contractor, Subcontractor, successor, or any substantially-owned affiliated entity of the Contractor or Subcontractor, any partner if the Contractor or Subcontractor is a partnership or any of the five largest shareholders of the Contractor or Subcontractor, any officer of the Contractor or Subcontractor who knowingly participated in the violation of this article shall be ineligible to submit a bid on or be awarded any public work contract with the State, any municipal corporation or public body for a period of five years from the first final determination.

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

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

10. CONTRACTOR'S REPORT OF EMPLOYMENT AND WEEKLY AFFIDAVIT

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

11. LAWS/REGULATIONS AND APPROPRIATIONS

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

12. REFUSAL TO ANSWER QUESTIONS

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

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

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

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

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

13. BID REQUIREMENTS

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

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

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

14. MISCELLANEOUS ADDITIONAL WORK (ITEM W-800)

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

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

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

15. CORRECTION OF ERRORS

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

16. SHOWN QUANTITIES

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

17. QUALIFICATION OF BIDDERS

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

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18. REQUIRED EXPERIENCE

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

19. INCREASE OR DECREASE OF QUANTITIES: ELIMINATION OF ITEMS

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

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

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

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

20. BREAKDOWN COST OF LUMP SUM ITEMS AND CONTRACTS

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

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

21. ENGINEERING CHARGES

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

22. ESTIMATES AND PAYMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. Substantial Completion Payment

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

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

B. Final Payment

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

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

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

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

23. PAYMENTS TO SUBCONTRACTORS AND MATERIALMEN BY CONTRACTOR

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

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

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

24. TIME OF STARTING

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

25. SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION AND DEMOLITION WORK

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

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

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

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

The West Nile Mosquito control program:

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

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

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

26. ACCIDENT PREVENTION AND FIRST AID FACILITIES

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

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

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

27. FIRE PREVENTION AND CONTROL

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

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

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

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28. STATE AND LOCAL SALES TAX EXEMPTION

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

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

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

29. APPRENTICES

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

30. AFFIRMATIVE ACTION PROVISION

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

31. AFFIRMATIVE ACTION PROGRAM REQUIREMENT

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

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

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32. AUTHORITY TO DO BUSINESS IN NEW YORK

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

33. LICENSE REQUIREMENTS (ELECTRICAL)

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

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

- B. Contract with separate bids:

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

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

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

- C. Contract with single bid:

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

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

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

34. LICENSE REQUIREMENTS (PLUMBING)

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

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

- B. Contract with separate bids:

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

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

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

C. Contract with single bid:

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

D. A plumbing bidder must complete the "Certificate of License (Plumbing)" of the Proposal Pages and will be required to furnish a copy of such license and the County issued identity badge with the sealed Bid. Other bidders will be required to furnish a copy of such license and the County issued identity badge for the applicable person engaged to perform the plumbing work when request by the County, prior to awarding the contract.

E. A restricted Master Plumber's license issued by the Westchester County Board of Plumbing Examiners shall satisfy the requirements of this section provided such restricted license authorizes the Master Plumber to engage in the business of plumbing within the local municipality in which the work under the contract is to be performed.

F. The license must be maintained at all times during the performance of the work contemplated under the contract. The suspension, revocation or the failure to maintain or renew such license shall, in addition to any other right or remedy available to the County, be grounds for immediate termination of the contract, effective immediately upon notice from the Commissioner.

35. LICENSE REQUIREMENTS (HAULERS)

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

A. DEFINITIONS:

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

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

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

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

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

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

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

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

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

36. MINORITY PARTICIPATION POLICY

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

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

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amount therefore.

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

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

37. SEXUAL HARASSMENT POLICY

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

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

38. SMOKE-FREE WORKPLACE POLICY

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

39. COUNTY ENERGY EFFICIENT PURCHASING POLICY

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

40. RESTRICTION ON USE OF TROPICAL HARDWOODS

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

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

41. DISCLOSURE OF RELATIONSHIPS TO COUNTY

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

42. CONTRACTOR DISCLOSURE STATEMENT

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

43. CRIMINAL BACKGROUND INFORMATION

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

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

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

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

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

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

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(c) A refusal to answer such questions.

Where the following criteria apply:

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

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

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

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

If a Person Subject to Disclosure is exempt from the disclosure described in Executive Order 1-2008 because of either “i” or “ii” above, then the Contractor shall notify the Procuring Officer¹ in the respective Department of its claim of exemption and it shall be the responsibility of the Procuring Officer to verify each exemption. If the Procuring Officer determines that the Contractor is exempt under sections “i” or “ii” above, the Procuring Officer shall confirm same with the Contractor and maintain a written record including all supporting details of the verification of and acknowledgement of said exemption.

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

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

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

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

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

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

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

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

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

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

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

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

44. MANDATORY OSHA CONSTRUCTION SAFETY AND HEALTH TRAINING

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

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



3. GENERAL CLAUSES

DEPARTMENT OF PUBLIC WORKS

Division of Engineering

GENERAL CLAUSES

1. MATERIAL AND WORKMANSHIP

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

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

2. DEFINITIONS

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

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

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

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

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

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

GENERAL CLAUSES

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

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

OWNER - The County of Westchester.

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

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

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

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

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

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

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

N.E.C. - National Electrical Code

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

3. BOUNDARIES OF WORK

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

4. OVERLAPPING WORK

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

GENERAL CLAUSES

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

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

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

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

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

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

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

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

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

5. PROPER METHOD OF WORK AND PROPER MATERIALS

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

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

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6. CONTROL OF AREA

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

7. PERMITS, FEES, ETC.

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

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

8. TRAFFIC

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

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

9. INSPECTION

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

10. STOPPING WORK

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

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

11. DIMENSIONS

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

12. PAYMENTS TO COUNTY

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

13. PROTECTION OF UTILITIES AND STRUCTURES

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

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

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

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

14. PROTECTION OF WATER RESOURCES & THE ENVIRONMENT

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

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

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

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

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

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

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

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

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

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

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

15. SANITARY REGULATIONS

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

16. CLEANING UP

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

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

17. PREVENTION OF DUST HAZARD

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

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

18. REPRESENTATIVE ALWAYS PRESENT

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

19. WORK IN BAD WEATHER

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

20. PROTECTION OF WORK UNTIL COMPLETION

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

21. REMOVAL OF TEMPORARY STRUCTURES AND CLEANING UP

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

22. GROSS LOADS HAULED ON HIGHWAY

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

23. CONCRETE BATCH PROPORTIONS - YIELD

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

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

24. DAMAGE DUE TO CONTRACTOR'S OPERATIONS

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

25. PROPERTY DAMAGE

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

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

26. CLAIMS FOR DAMAGES

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

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27. EXTENSIONS OF TIME

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

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

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

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

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

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

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

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

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

28. REQUEST FOR APPROVAL OF EQUAL

A. GENERAL REQUIREMENTS

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

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

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

B. REVIEW PROCESS

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

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

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

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changed design to the County.

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

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

29. SUBSTITUTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31. DISPUTED WORK - NOTICE OF CLAIMS FOR DAMAGES

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

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

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

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

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

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

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

32. CONTRACTOR'S SUBCONTRACTS AND MATERIAL LISTS

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

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

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

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

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

33. ASSIGNMENT OF CONTRACT

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

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

34. PAYMENT FOR GENERAL PROVISIONS

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

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

35. COSTS INCURRED BY COUNTY

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

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

36. GUARANTEE OF WORK

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

37. SEPARATE CONTRACTS

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

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

38. COOPERATION WITH OWNER

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

39. JOB MEETINGS & PROJECT SUPERINTENDANT

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

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

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

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

40. PATENT WARRANTY

A. Contractor expressly represents, warrants and agrees that he has the legal right to furnish and install and to authorize the County to purchase and use the equipment hereby offered and each and every one of its several parts and every feature thereof, under one or the other, or partly under one and partly under the other of the following representations.

- 1) That the Contractor possesses a valid patent(s) covering the equipment to be furnished hereunder or part or features thereof or has or will obtain permit(s) and license(s) authorizing the Contractor to furnish and install same and to authorize the purchase and use thereof by the County.
- 2) The Contractor is responsible before ordering material, equipment, parts, systems, etc, to verify that the suppliers of all such material, equipment, parts, systems, etc, will supply the required warranty, guarantee, O & P manual, and maintenance service schedule.
- 3) That the equipment offered or certain parts or features thereof are not covered by any valid patent(s) within the knowledge of the Contractor.

B. Contractor further warrants and agrees that if any patent(s) is hereafter issued to any person whatsoever with respect to the equipment or any part or features thereof, to be furnished and installed hereunder, the Contractor will obtain such permit(s) or license(s) from the Patentee as may be necessary to authorize the use of the equipment by the County.

C. Contractor further represents, warrants and agrees that he and its sureties shall hold themselves responsible for and defend any claims made against the County for any infringement of patents due to the purchase and use by the County of said equipment or any part or feature thereof; that they will indemnify and save harmless the County from all costs, expenses and damages which it shall be obliged to pay by reason of any such infringement of patent(s); that in case the use of any such equipment is enjoined, they will bear the expenses of removing same and replacing same with equipment which will satisfactorily perform the function without constituting an infringement of any patent(s); and in case the use of any equipment shall be enjoined, that they shall pay to the County the sum of \$1,000.00 per day, as liquidated damages, for each and every day during which the County shall be enjoined from using the same up to the day on which such

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

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

41. MATERIALS

A. Quality

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

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

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

B. Delivery, Storage and Handling:

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

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

C. Federal Regulations

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

D. Name Plates

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

E. Manufacturer's Certification

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

F. Samples

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

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

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

G. Dissimilar Materials

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

42. STANDARD OF QUALITY

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

43. PROPRIETARY ITEM

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

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

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44. SHOP DRAWINGS

A. Shop Drawing Schedule

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

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

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

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i. Sample of schedule follows on next page.

B. Shop Drawing Requirements

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

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

- 2) All detailing for structural components shall be done in accordance with the provisions for design and workmanship in the latest additions of the publications listed below except as may be modified in the Contract Documents:
 - a. "Manual of Steel Construction" of the American Institute of Steel Construction.
 - b. "Building Code Requirements for Reinforced Concrete" and "Manual of Standard Practice for Detailing Reinforced Concrete Structures" of American Concrete Institute.
- 3) Detailing practices for other components shall be done to conform to the best trade practices.
- 4) Contractor Responsibilities
 - a. Before submitting Shop Drawings to the Engineer all submittals from its Subcontractors, manufacturers or suppliers shall be sent directly to the Contractor for preliminary review, coordination and checking.

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

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

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- c. Shop Drawings shall be submitted as a single package including all associated drawings for any operating system and shall include all items of equipment and any mechanical units involved or necessary for the functioning of such system. Where applicable, the submittal shall include elementary wiring diagrams showing circuit functioning and necessary interconnecting wiring diagrams for construction.
- d. If the submittals contain any departures from the Contract Documents, specific mention thereof shall be made in the Contractor's letter of transmittal. Otherwise, the review of such submittals shall not constitute approval of the departure. The Contractor shall also call the Engineer's attention to any changes by the use of larger letters of at least 1" in height on the Shop Drawings along with a letter by the Contractor advising the Engineer to the recommended change and the reason therefore. If this is not done, even if the Work is incorporated in the construction, it will not be accepted by the Engineer even if Shop Drawings are "Approved".
- e. No materials or equipment shall be ordered, fabricated or shipped or any Work performed until the Engineer returns to the Contractor the submittals herein required, annotated "Approved".
- f. Where errors, deviations, and/or omissions are discovered at a later date in any of the submittals, the Engineer's prior review of the submittals does not relieve the Contractor of the responsibility for correcting all errors, deviations and/or omissions.
- g. Two (2) copies of Preliminary Operations and Maintenance Manuals shall be submitted with the final Shop Drawings for each item of equipment.
- h. Submittals shall be transmitted in strict compliance with Special Clause 10. A.2 and in sufficient time to allow the Engineer adequate time for review and processing so as not to delay the Project per the approved Shop Drawing Schedule.
- i. Contractor shall transmit five (5) prints of each submittal to the Engineer for review. Any submissions, which in the opinion of the Engineer, are not legible will not be reviewed and will be returned to the Contractor annotated "Disapproved".
- j. Contract drawings are for engineering and general arrangement purposes only and are not to be used as Shop Drawings.
- k. Shop Drawings shall accurately and clearly present the following:
 - All working and installation dimensions.
 - Arrangement and sectional views.
 - Units of equipment in the proposed positions for installation, details of required attachments and connections, and dimensioned locations between units and in relation to the structures.
 - Necessary details and information for making connections between the

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various trades including, but not limited to, power supplies and interconnecting wiring between units, accessories, appurtenances, etc.

- l. Structural and all other layout drawings prepared specifically for the Project shall have a plan scale of not less than 1/4-inch equal to 1 foot and they shall be not larger than the size of the Contract Drawings.
 - m. Where manufacturer's publications in the form of catalogs, brochures, illustrations, compliance certificates, or other data sheets are submitted in lieu of prepared Shop Drawings, such submissions shall specifically indicate the item for which approval is requested. Identification of items shall be made in ink, and submissions showing only general information are not acceptable.
 - n. The Contractor shall provide all required copies for the use of the various trades and at the Site, and one (1) copy of approved Shop Drawings shall be provided by the Contractor to each of the other Prime Contractors unless otherwise noted in writing by the Engineer.
 - o. The Contractor shall respond to required submittals with complete information and accuracy to achieve required approvals within three (3) submissions. All costs to the Owner involved with subsequent submissions of Shop Drawings, Samples or other items requiring approval, will be backcharged to the Contractor, at the rate of 3.0 times direct technical labor cost, by deducting such costs from payments due for Work completed. In the event an approved item is requested by the Contractor to be changed or substituted, all involved costs in the review process will likewise be paid by the Contractor to the County unless determined by the Director of Project Management or Commissioner that the need for such deviation is beyond the control of the Contractor. Contractor shall be responsible for coordinating its Work and submittals with its Subcontractors.. Should Contractor cause the need for additional submissions or reviews of previous submissions all involved costs will similarly be paid to the County.
- 5) Procedure for Review
- a. Shop Drawings will be checked for design conformance with the Contract Documents and general arrangement only.
 - b. Submittals will be annotated by the Engineer in one of the following ways:
 - "Approved" - no exceptions are taken.
 - "Approved as Noted" - minor corrections are noted and shall be made and a resubmittal is required.
 - "Disapproved because" - with specific deficiencies noted.
 - "Disapproved" - based on the information submitted, the submission is not in conformance with the Contract Documents. The deviations from the Contract Documents are too numerous to list and a completely revised submission of the proposed equipment or a submission of other equipment is required.

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- c. One copy of the reviewed submittals will be returned to the Contractor. It is the Contractor's responsibility to provide copies to:
 - Its Subcontractors.
 - Its Materialmen and Suppliers.unless notified otherwise in writing by the Engineer.
- 6) Disapproved drawings will be returned to the Contractor for correction and resubmission. After the Contractor has had the required corrections made on the original drawing, it shall again submit five copies for review by the Engineer.
- 7) The acceptance of Shop Drawings by the Engineer shall be only general in nature and shall not relieve the Contractor of any responsibility for the accuracy of the drawings, the proper fitting and construction of the Work or for the furnishing of materials or other Work required by the Contract Documents, but not shown on the Shop Drawings. Acceptance of Shop Drawings by the Engineer shall not be construed as approving departures from the Contract requirements unless specifically noted by the Engineer. Acceptance of Shop Drawings for one item shall not be construed as approval for other changes even if noted by the Contractor on the drawing.
- 8) Shop Drawings submitted other than in accordance with the outlined procedures will be returned to the Contractor for resubmission and the Contractor shall bear all expense and risk of all delays as if no Shop Drawings had been submitted.
- 9) No Work shall be performed until the Shop Drawings have been accepted by the Owner, and the Contractor shall be responsible for all costs and damages, which may result from proceeding prior to the approval of the Shop Drawings.

45. SEQUENCE OF CONSTRUCTION OPERATIONS

- A. It is mandatory that the premises continue to be occupied and facilities therein shall continue to function during the performance of the construction work.
- B. Detailed sequence of construction and availability of spaces in areas through which services must pass shall be coordinated between the Owner and the Contractor, before actual commencement of the Work.
 - 1) To enable the Work to be laid out and prosecuted in an orderly and expeditious manner, Contractor shall provide a proposed Progress Schedule, within fifteen (15) days after the issuance of the Notice to Proceed of this Contract unless otherwise directed in writing by the Construction Administrator. The proposed Progress Schedule shall show the anticipated time of commencement and completion of each of the various operations to be performed under this Contract; together with all necessary and appropriate information regarding the sequence and correlation of Work; and the Schedule of Shop Drawings and delivery of all materials and equipment required for the Work. The Contractor shall prepare a Master Progress Schedule (Schedule) for the Work. Contractor as directed by the Construction Administrator shall revise the proposed Schedule until each activity is properly sequenced to provide that the Work will be completed in the proper order and

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within the allotted Contract duration, without any conflicts. When the Construction Administrator has accepted the Schedule the Contractor will sign it. The Contractor shall then provide one (1) copy of such approved Schedule to each Subcontractor and two (2) copies to the Construction Administrator. Contractor shall afford its Subcontractors a reasonable opportunity for the introduction and storage of their materials and the execution of their Work and shall properly connect and coordinate its Work with others.

Contractor shall strictly adhere to the Schedule unless changed as provided for in the following paragraph.

- 2) Within five (5) days after receiving notice of any change in the Contract, or of any Extra Work to be performed, or of any suspension of the whole or any portion of the Work, or of any other conditions which are likely to cause or are actually causing delays, Contractor must notify the Construction Administrator in writing of the effect, if any, of such change or Extra Work or suspension or other condition upon the previously approved schedule, and must state in what respects, if any, the Schedule should be revised, with the reasons therefor. These proposed changes in the Schedule shall be reviewed and, if appropriate, approved, in writing, by the Construction Administrator. Contractor must strictly adhere to the revised Schedule. Distribution of the revised Schedule shall be as described in paragraph B-1 above. Contractor's compliance with the requirements of this paragraph is in addition to, and not in lieu of, compliance with other notice requirements pertaining to delays and extensions of time contained elsewhere in the contract.
 - 3) The Schedule shall be reviewed by Contractor every two (2) weeks or as directed by the Construction Administrator.
 - 4) If Contractor shall fail to adhere to the approved Schedule, or to the Schedule as revised, they must promptly adopt additional means and methods of construction with no additional cost to the County that will make up for the lost time and will assure completion in accordance with such Schedule. The proposed means and methods shall be described in writing to the County within two (2) days after the Contractor discovered or should have reasonably discovered that the Schedule would not be met as originally proposed. Failure to comply with this requirement may result in the County enforcing its rights under the Contract including, without limitation, default of the Contract.
- C. From time to time as the Work progresses and in the sequence indicated by the approved Schedule, the Contractor must submit to the Construction Administrator a specific request in writing for each item of information or approval required. These requests shall be submitted sufficiently in advance of the date upon which the information or approval is actually required by the Contractor to allow for the time the Construction Administrator may reasonably take to act upon such submissions or resubmissions. The Contractor shall not have any right to an Extension of Time on account of delays due to its failure to timely submit requests for the information or approvals.
- D. Certain construction work shall be required, which will be disruptive to the Owner's staff insofar as noise, dirt and dust is concerned. The Contractor, therefore, shall

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perform such work during other than normal working hours. Subject to the requirements of law, the Owner imposes no limitation on the Contractor's working hours and whatever overtime work may be necessary or required shall be considered by the Contractor and reflected in its Bid Proposal without the benefit of extra compensation.

46. PROTECTION

- A. The Contractor shall at all times exercise all necessary precautions for the safety of the public, employees performing the work and County personnel. The Contractor shall provide and maintain barricades, danger signals and other safeguards about the work and shall be held responsible for all accidents or damages to persons or property caused by failure to do so throughout the progress of the work, and shall comply with all applicable provisions of Federal, State and County Safety Laws.
- B. The Contractor shall during the performance of its work, protect at all times all adjacent portions of the existing surfaces and existing equipment from damage due to the performance of the construction work.
- C. The Contractor shall furnish temporary facilities and/or temporary dust-proof partitions separating all work areas and access routes from those areas not involved in active alterations, so that this work will not interfere with the Owner's access or normal use of areas not allocated to the Contractor, or any essential service to such areas, when ordered by the Construction Administrator.

47. CLEANUP AND REMOVAL OF DEBRIS

- A. At the end of each working day, the Contractor shall sweep up and collect all the rubbish and place it in appropriate containers, furnished by the Contractor. Containers shall be kept at a location on, or adjacent to the work site, as designated by the Construction Administrator. Wood or cardboard crates and other debris of a similar nature shall be broken up, securely bundled and neatly stacked alongside the containers. Once each week and at the completion of the work, the Contractor shall remove all accumulated debris and rubbish.
- B. At the completion of the work, the Contractor shall clean all equipment, fixtures, surfaces and accessories, removing all dust and other foreign matter, ready for use by the Owner.

48. TEMPORARY SERVICE

- A. Sanitary facilities will be provided by the Owner for the Contractor and its personnel.
- B. The Owner will supply and pay for the cost of all-temporary water and temporary electric power (120 volt, 60 hertz). The Contractor shall furnish and install all temporary electrical and water connections required for work under this Contract, at and to locations as designated by the Construction Administrator.

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49. OPERATING TESTS

- A. Where operating tests are specified the Contractor shall test the work as it progresses and shall make satisfactory preliminary tests in all cases before applying to the Engineer for official tests.
- B. Official tests will be made in the manner specified for the different branches of the work, in the presence of the Construction Administrator or Engineer. Should defects appear they shall be corrected by the Contractor and the test repeated until the installation is acceptable to the Construction Administrator or Engineer and to any authorities having jurisdiction.
- C. No work of any kind shall be covered or enclosed before it has been tested and approved.
- D. The Contractor shall furnish all materials and apparatus, make connections and conduct tests, without extra compensation unless noted otherwise.

50. OPERATING INSTRUCTIONS AND PARTS LISTS

- A. Where the Specifications require any Contractor to supply equipment operating and maintenance instructions and spare parts lists prior to the completion of the work it shall provide three copies of the publications for each piece of equipment he has furnished and installed under the Contract, upon receipt of the approved shop drawings.
- B. Publications shall be prepared for the specific equipment furnished and installed, containing the following information, and shall not refer to other sizes, types or models of similar equipment:
 - 1) Clear and concise instructions for the operation, adjustment, lubrication and other maintenance of the equipment, including a complete lubrication chart.
 - 2) A complete listing of all parts for the equipment, with catalog numbers and other data necessary for ordering replacement parts.
- C. Advertising literature will not be acceptable.

51. CUTTING AND PATCHING

Contract with Single Bid:

- A. Where the project does not involve separate bids pursuant to the New York General Municipal Law the following will apply:
 - 1) Where walls, floors, ceilings, roofs or other items require cutting for the installation of new work, all such cutting shall be done by the Contractor with the approval of the Construction Administrator; and the Contractor shall patch the opening to make the cut portions match the adjacent finished surfaces, unless otherwise indicated.
 - 2) The Contractor shall not endanger any existing condition by its operations.
 - 3) The cost of all cutting and patching caused by the Contractor's negligence shall be

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borne by the Contractor.

Contract with Separate Bids:

- B. If the project is one where separate bid specifications are required pursuant to the New York General Municipal Law the following will apply:
- 1) A sufficient time in advance of the construction of new floors, walls, ceilings, roofs, or other items, each Contractor shall be responsible for properly locating and providing in place all sleeves, inserts and forms required for their work, and shall furnish the Contractor for General Construction with complete information relative to exact locations and dimensions of all required openings in the General Contractor's work. Other Contractors shall periodically consult the Job Progress Chart of the General Contractor so that they will not be delayed by their work requirements, but the General Contractor shall be obliged to give all other Contractors at least seventy-two hours notice before commencing the previously mentioned new construction work.
 - 2) The cost shall be borne by the responsible Contractor for all cutting, patching, re-waterproofing and re-caulking of new work necessary for reception of the work of a Contractor, caused by the Contractor's failure to timely or properly locate and provide in place all sleeves, inserts and forms required for its own work, or by a Contractor's failure to inform the General Contractor of required openings. The General Contractor shall do all cutting, patching, re-waterproofing and re-caulking of all new work no matter how or by whom such work was caused and shall be reimbursed for such extra work by the responsible Contractor, in accordance with the terms of the Contract. All cutting and patching shall have prior approval of the Construction Administrator.
 - 3) Where sleeves, inserts, forms or openings are required in existing walls, floors, ceilings roofs, or other existing items, all necessary cutting, patching, re-waterproofing and re-caulking required shall be done by the individual responsible Contractor, except for finished surfaces. The responsible Contractor shall do all rough patching to bring the cut areas to the proper surface ready to receive the finished surface. All finishing work required to make the cut portions match the adjacent finished surfaces shall be performed by the General Contractor.
 - 4) Each Contractor shall be responsible for coordinating their work with the work of all other Contractors engaged on the project. If directed, Contractors shall submit coordinated shop drawings showing how the fitting of the various parts of the work will be accomplished, for the Construction Administrator's acceptance.
 - 5) All cutting and patching shall be governed by the applicable divisions of the Specifications with regard to workmanship, materials and methods.
 - 6) No Contractor shall endanger any work by unauthorized cutting, excavating, or other alteration of the work, unless previously authorized by the Construction Administrator.

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52. CONFLICTS AMONG CONTRACT DOCUMENTS

In the event of any conflict among the Contract Documents, the Contractor shall notify the Commissioner and comply with the Commissioner's interpretation, according to the following priorities:

| <u>Priority Order</u> | <u>Document</u> |
|-----------------------|---|
| 1..... | Modification issued after execution of Agreement |
| 2..... | Agreement between Owner and Contractor |
| 3..... | Addenda issued prior to the execution of the Agreement (Later date to take precedence) |
| 4..... | Special Notices |
| 5..... | Technical Specifications |
| 6..... | Construction Drawings: |
| 6A..... | Schedule on Construction Drawings |
| 6B..... | Notes on Construction Drawings |
| 6C..... | Large Scale Details on Construction Drawings |
| 6D..... | Small Scale Details on Construction Drawings |
| 7..... | General Requirements |
| 8..... | Special Clauses |
| 9..... | Information for Bidders and General Clauses |

53. RECORD DRAWINGS

- A. The Owner shall furnish, at the first job meeting, one set of "paper" copies of the contract drawing(s) - this is in addition to the five sets of contract drawings as described in the Article "Contract Drawings" of the General Requirements; for the Contractor's use to indicate change(s) as they occur for the duration of the construction work. Upon request from the Contractor, the County will supply the Contractor a copy of the original Contract Drawings in AutoCAD format.
- B. The Contractor shall record neatly and legibly, using reasonable drafting care, all approved change(s) (including minor revisions or corrections of pipes, ducts, electric outlets, circuit panels and other features, as well as invert elevations and locations of underground lines).
- C. When all approved changes are recorded and clearly identified, the Contractor shall prepare a set of "as-built" (record) drawings, in the latest version of AutoCAD, using the approved County format and associated CAD layering guidelines, with 24" x 36" drawing sizes, showing the project as built including all changes in the work made during construction based on marked-up prints, drawings, and other data. These drawings shall be filed on a CD and submitted to the Construction Administrator.
- D. All additional "paper" or reproducible drawings are to be obtained by the Contractor at their own expense.

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54. TIME

- A. All time limits (see Article “Required Time For Completion Of The Work” of the General Requirements, and, Article “Time Of Starting” of the Information For Bidders) stated in the specifications are of the essence of the Contract.
- B. The Contractor may perform all necessary labor during other than normal working hours. The Owner imposes no limitation of the Contractor's working hours and whatever overtime work may be necessary or required shall be considered by the Contractor and reflected in its Bid Proposal without the benefit or extra compensation. The Contractor must give a minimum of four (4) hours notice to the Construction Administrator when overtime Work is necessary. The Contractor shall promptly pay to the County the additional cost of the Engineer and Construction Administrator for inspection services during the overtime Work.

55. ACCELERATION OF THE WORK

The Owner may, at its sole discretion and for any reason, require the Contractor to accelerate the schedule of performance by providing overtime, extended day, extra crews, Saturday, Sunday and/or holiday work and/or by having all or any subcontractors designated by the Owner provide overtime, extended day, extra crews, Saturday, Sunday or holiday work by the Contractor’s or his subcontractor’s own forces, and such requirements is independent of and not related in any way to any apparent inability of the Contractor to comply with the schedule(s), Milestone(s) and/or completion date requirements, the Owner, pursuant to a written change order as signed by the Commissioner shall reimburse the Contractor for the direct cost to the Contractor of the premium time for the labor utilized by the Contractor in such overtime, extended day, extra crews, Saturday, Sunday or holiday work (but not for the straight time costs of such labor) together with any social security and state or federal unemployment insurance taxes in connection with such premium time. However, no overhead, supervision costs, commissions, profit or other costs and expenses of any nature whatsoever, including impact costs or costs associated with lost efficiency or productivity, shall be payable in connection therewith. Anything to the foregoing notwithstanding, in the event that the Contractor has fallen behind schedule or in the Owner’s judgment appears likely to fall behind schedule, Owner shall have the absolute right to direct the Contractor to accelerate the performance of its work, including that of its subcontractors, and the full costs for such acceleration shall be borne solely by the Contractor.

56. ULTRA LOW SULFUR DIESEL FUEL

- A. Contractors and Subcontractors operating onroad and nonroad vehicles to perform County work must power those vehicles with ultra low sulfur diesel fuel. Ultra low sulfur diesel fuel is any diesel fuel that has a sulfur content of no more than fifteen parts per million.
- B. In addition, all onroad and nonroad diesel vehicles used to perform County work and equipped with a model year 2003 or older engine shall utilize the best available

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technology² in accordance with the following schedule:

- a) effective September 1, 2007 - 35% of all such motor vehicles used on this project;
 - b) effective September 1, 2008 - 65% of all such motor vehicles used on this project;
 - c) effective September 1, 2009 - 100% of all such motor vehicles used on this project.
- C. All onroad and nonroad diesel vehicles to perform County work having a gross vehicle weight rating of more than 14,000 pounds shall utilize the best available technology or be equipped with an engine certified to the applicable 2007 United States Environmental Protection Agency (“EPA”) standard for particulate matter as set forth in Section 86.007-11 of Title 40 of the Code of Federal Regulations or to any subsequent EPA standard for such pollutant that is at least as stringent, in accordance with the following schedule:
- a) by September 1, 2007 - 35% of all such motor vehicles;
 - b) by September 1, 2008 - 65% of all such motor vehicles;
 - c) by September 1, 2009 - 100% of all such motor vehicles
- D. Any contractor who violates any provision of Section 873.1329 shall be liable for a civil penalty not to exceed ten thousand dollars plus twice the amount of money saved by such contractor for failure to comply with this section.
- E. Any contractor who makes a false claim may be liable for a civil penalty not to exceed twenty thousand dollars, in addition to twice the amount of money saved by such contractor as a result of having made such false claim.
- F. Nothing in this section shall be construed to limit the County’s authority to cancel or terminate a contract, deny or withdraw approval to perform a subcontract or provide supplies, issue a non-responsibility finding, issue a non-responsiveness finding, deny a person or entity pre-qualification as a vendor, or otherwise deny a person or entity public entity business.
- G. If sufficient quantities of ultra low sulfur diesel fuel are not available to meet the needs of a contractor to fulfill the requirements of this contract, the Contractor may submit a written request to the Commissioner to use diesel fuel with a sulfur content of no more than thirty parts per million as long as the contractor shall use whatever quantity of ultra low sulfur diesel fuel that is available. Such determination shall be made in writing on a case by case basis upon written application to the Commissioner. If the Commissioner grants such authority it shall expire sixty days thereafter and may be renewed upon written request for additional periods of sixty days.

² Best Available Technology means a system for reducing the emission of pollutants which is based on technology verified by the U.S. Environmental protection Agency or the California Air Resources Board or which has been identified pursuant to NYC’s Department of Environmental Protection that (1) reduces diesel particulate matter emissions by at least 85 percent, as compared to a similar engine operating on traditional diesel fuel without emission control technology, or reduces engine emissions to 0.01 grams diesel particulate matter per brake horsepower per hour or less; and 2) achieves the greatest reduction in emissions of nitrogen oxides at a reasonable cost and in no case produces a net increase in nitrogen oxides in excess of 10%.

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H. The Contractor, in order to comply with Subsections B & C above, must retrofit its vehicles to include both of the following in order to comply with the Best Available Technology Requirements:

- Diesel Oxidation Catalysts (DOC)
- Crankcase Vent Filters (CVF)

If the Contractor wants to propose an alternative technology it must submit a written request to the Commissioner with sufficient detail to enable the Commissioner to make a determination as to whether to accept the alternative technology. Any approval of alternative technology must be in writing.

57. QUALIFIED TRANSPORTATION FRINGE PROGRAM

EXECUTIVE ORDER NO. 7-2005

Requires that contractors, concessionaires and vendors doing business with the County enroll in a Qualified Transportation Fringe Program as defined in §132(f)(1) of the IRS Tax Code for all contracts for goods or services of \$100,000 or more in any twelve month period during the contract term if such contractor, concessionaire or vendor employs more than 25 individuals who utilize public transportation and/or pay for commuter parking at least 1 day per week regardless of whether those employees are engaged in work pursuant to the contract.

Bidders shall submit the signed statement on Proposal Page 34. Notwithstanding the above, a Bidder may submit a Waiver Application on Proposal Page 35 to the Commissioner.

58. USE OF FLUORESCENT LIGHT BULBS & ENERGY EFFICIENT BULBS

The use of incandescent light bulbs is prohibited in County-owned buildings and facilities. Only fluorescent light bulbs may be installed in County buildings and facilities. Exterior lights must utilize energy-efficient bulbs. For further details see Article 58 of the General Clauses.

59. COUNTY OF WESTCHESTER PHOSPHORUS-FREE LAWN FERTILIZER POLICY

Executive Order 8-2007 limits the use of lawn fertilizers containing phosphorous and other compounds containing phosphorous, such as phosphate on County owned property.

EXECUTIVE ORDER NO.8 OF 2007

WHEREAS, the New York City water supply watershed is a critical drinking water source for approximately eight million New York City consumers and approximately one million upstate consumers. Over eighty-five percent (85%) of Westchester County's residents consume water from the New York City water supply system; and

WHEREAS, eutrophication is a natural aging process of lakes or streams brought on by

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nutrient enrichment. Eutrophication can be greatly accelerated by human activities that increase the rate at which nutrients and organic substances enter aquatic ecosystems from their surrounding watersheds; and

WHEREAS, as a result of accelerated eutrophication, enhanced plant growth reduces dissolved oxygen in the water creating severely impaired water bodies with unpleasant water taste and odor, discoloration, release of toxins and increased turbidity that interferes with the health and diversity of indigenous fish, plant, and animal populations and with the recreational use of rivers, lakes and wetlands. Consequently, eutrophication restricts water use for fisheries, recreation, industry, and drinking due to the increased growth of undesirable algae and aquatic weeds and the oxygen shortages caused by their death and decomposition; and

WHEREAS, nutrient pollution due to human activities is one of the leading causes of eutrophication in the NYC Watershed, and is specifically accelerated by the introduction of excessive phosphorus into the environment. In fact, most reservoirs in the East of Hudson portion of the New York City Watershed (5 of the 7 located in Westchester County) are designated as phosphorous-restricted basins in accordance with the New York City Watershed Rules & Regulations due to excessive phosphorous volumes which have not been reduced despite phosphorous reductions mandated by the New York State Department of Environmental Conservation (NYSDEC); and

WHEREAS, one unnecessary source of phosphorus pollution in the watershed is the many pounds of lawn fertilizer applied by residents and businesses in the County of Westchester each year; and

WHEREAS, when phosphorus fertilizer is applied to phosphorus-rich lawns, much of the excess simply runs off of the lawn into the storm drainage systems where it can be carried into rivers, lakes, streams, and wetlands, causing eutrophication; and

WHEREAS, soil tests conducted pursuant to a six-year study by the Cornell Cooperative Extension, an extension of the State's designated Land-Grant University, have shown that approximately 90% of the lawns in Westchester County have medium-to-high levels of phosphorus; and

WHEREAS, the New York City Watershed Pesticide and Fertilizer Technical Working Group, established by the New York City Watershed Memorandum of Agreement, issued a report in 2000, noting the high percentage of phosphorus in regional soils and recommending that phosphorus-based lawn fertilizers be added only when a soil analysis identifies phosphorus deficiencies.

WHEREAS, the proposed Stormwater Phase II regulations recently issued by the New York State Department of Environmental Conservation, and which are expected to go into effect in January of 2008, will allow the use of phosphorus-based lawn fertilizers on municipally-owned land only where soil testing indicates that phosphorus concentrations are inadequate, in order to ensure that municipalities in the New York City Watershed are

GENERAL CLAUSES

taking satisfactory steps to achieve the above-referenced mandatory phosphorous reductions.

WHEREAS, the United States Environmental Protection Agency has also determined that a Nonpoint Source Implementation Plan was necessary in the Croton Watershed because the phosphorus reductions necessary to meet the targeted applicable water quality standards could not be achieved by wastewater treatment plant upgrades alone; and

WHEREAS, Section 110.11 of the Laws of Westchester County places the responsibility to supervise, direct and control, subject to law, the administrative services and departments of the county, upon the County Executive; and

WHEREAS, I have determined that restricting the application and use of lawn fertilizer containing phosphorus on all County-owned property will address one source of unnecessary and preventable phosphorus pollution and will improve water quality in the County; and

WHEREAS, the Department of Planning, after review of the applicable regulations under the State Environmental Quality Review Act, has advised that this Executive Order has been classified as a Type II action, pursuant to 6 N.Y.C.R.R. § 617.5(c)(20), “routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment,” and 6 N.Y.C.R.R. § 617.5(c)(27), “adoption of regulations, policies, procedures and local legislative decisions in connection with any action on this list.” As such, no further environmental review is required.

GENERAL CLAUSES

NOW THEREFORE, I, _____, County Executive of the County of Westchester, in light of the aforementioned, do hereby order and direct each and every department, board, agency, and commission of the County of Westchester under my jurisdiction to ensure that the policies and procedures set forth in the following Phosphorus-Free Lawn Fertilizer Policy are complied with.

COUNTY OF WESTCHESTER PHOSPHORUS- FREE LAWN FERTILIZER POLICY

I. Definitions:

(1) "Certified laboratory" means any laboratory certified by the New York State Department of Health pursuant to section five hundred two of the New York State Public Health Law to conduct soil analysis.

(2) "Commercial fertilizer" means any substances containing one or more recognized plant nutrients which is used for its plant nutrient content, and which is designed for use or claimed to have value in promoting plant growth, except unmanipulated animal or vegetable manures, agricultural liming material, wood ashes, gypsum and other products exempted by regulation of the New York State Commissioner of Agriculture and Markets.

(3) "Lawn fertilizer" means a commercial fertilizer distributed primarily for non-farm use, such as lawns, shrubbery, flowers, golf courses, municipal parks, cemeteries, greenhouses and nurseries, and such other use as the commissioner may define by regulation. Lawn fertilizer does not include fertilizer products intended primarily for garden and indoor plant application.

II. Use and Application of Lawn Fertilizer:

(1) Any lawn fertilizer that is labeled as containing more than 0% phosphorus or other compound containing phosphorus, such as phosphate, shall not be applied upon any County-owned property, except as provided in section III. Of this Executive Order.

(2) No lawn fertilizer shall be applied upon County-owned property when the ground is frozen.

(3) Lawn fertilizer shall not be applied to any impervious surface upon County-owned property, including parking lots, roadways, and sidewalks. If such application occurs, the fertilizer must be immediately contained and either applied to turf in a manner consistent with this Executive Order or placed in an appropriate container.

III. Exemptions:

The prohibition against the use of lawn fertilizer under section II of this Executive Order shall not apply to:

GENERAL CLAUSES

(1) Newly established turf or lawn areas during their first growing season.

(2) Turf or lawn areas that soil tests, performed within the past three years by a certified laboratory or by the Cornell University Cooperative Extension of Westchester County, confirm the need for additional phosphorus application in accordance with the phosphorus levels established by the Cornell University Cooperative Extension of Westchester County. The lawn fertilizer application shall not contain an amount of phosphorus exceeding the amount and rate of application recommended in the soil test evaluation.

(3) Agricultural uses, vegetable and flower gardens, or application to trees or shrubs.

IV. The transition to phosphorus-free lawn fertilizer shall occur as soon as possible in a manner that avoids wasting of existing inventories; accommodates establishment of supply chains for new products; enables the training of County employees and licensees in appropriate work methods; and allows the phase-out of products and practices inconsistent with this Executive Order. However, in no event shall lawn fertilizer containing phosphorus (i.e., labeled as containing more than 0% phosphorus or other compound containing phosphorus, such as phosphate) be applied upon County-owned property after January 1, 2009, unless an exemption set forth in Section III of this Executive Order applies.

V. This Executive Order shall take effect on the date hereof, and shall remain in effect until otherwise superseded, repealed, modified or revoked.



SAMPLE FORMS

DEPARTMENT OF PUBLIC WORKS

Division of Engineering

SAMPLE FORMS

AFFIRMATIVE ACTION PROGRAM REQUIREMENT- SUBCONTRACTOR(S)

County of Westchester, Department of Public Works

(To Be Completed By Subcontractor and Submitted with Request to Utilize Subcontractor)

Affirmative Action Program

An approved Affirmative Action Plan shall be required for all Subcontractors for public work where the subcontracted work exceeds \$50,000 or more than fourteen (14) persons are employed by the Subcontractor.

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

If Yes, give name of Program: _____

If No, how many employees will the Subcontractor employ on this project? _____

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

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

SAMPLE FORMS

CONTRACTOR'S REPORT OF EMPLOYMENT AND WEEKLY AFFIDAVIT

County of Westchester, Department of Public Works

Contract No. _____

Report No. _____

Week(s) ending _____

Title of Contract and Location _____

Contractor or Subcontractor _____

Address _____

STATE OF _____)
COUNTY OF _____) SS.:

I, _____, being duly sworn, depose and say:

1. I pay or supervise the payment of the persons employed by _____
(Contractor or Subcontractor)

in connection with the above referenced contract;

2. During the payment period commencing on the ____ day of _____,
20____ and ending on the _____ day of _____, 20____, all persons employed by
_____ in connection with such contract have been paid in full
(Contractor or Subcontractor)

weekly wages and supplements earned by such persons except the following: (strikeout, if not applicable)

3. Such persons have been paid the prevailing rate of wages and the supplements as determined and required by Section 220 of the New York State Labor Law.

SAMPLE FORMS

4. No rebates or deductions have been deducted from such wages and supplements except as authorized or required by applicable statutes or regulations of the Federal, State and County Governments.

5. The following is a true and accurate summary of wages and supplements paid:

_____ During the week _____ Total to date

Number of names on payroll _____

Hours worked _____

Total wages earned _____

6. I have read the foregoing statement of wages and supplement, know the contents thereof, and the same is true to my own knowledge.

(Signature)

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

On this _____ day of _____, 20___, before me personally came _____ to me known, and known to me to be the person who executed the above instrument, and who being duly sworn did say that he executed the same.

Sworn to before me
this _____ day of _____

License No.

Notary Public - State of New York

SAMPLE FORMS

MONTHLY EMPLOYMENT UTILIZATION REPORT
County of Westchester, Department of Public Works

| | | | | | | | | | | | | | | | | | | |
|---|----------------------------|------------------------------|-----|---|-----|---|---|-------------------------------|---|---|---|------------------------------------|---|-----------------------------------|---|-----------------------|---------------------|--|
| <u>MONTHLY EMPLOYMENT UTILIZATION REPORT</u> | | | | | | | | | | CONTRACT NO.: | | | | | | | | |
| WESTCHESTER COUNTY DEPARTMENT OF PUBLIC WORKS DIVISION OF ENGINEERING | | | | | | | | | | REPORTING PERIOD: FROM: _____ TO: _____ | | | | | | | | |
| JOB TITLE: | | | | | | | | | | TOTAL NUMBER OF EMPLOYEES | | TOTAL NUMBER OF MINORITY EMPLOYEES | | | | | | |
| NAME AND LOCATION OF CONTRACTOR: | | | | | | | | | | | | | | | | | | |
| CONSTRUCTION TRADE | CLASSIFICATION | TOTAL ALL EMPLOYEES BY TRADE | | | | | | BLACK (NOT HISPANIC ORIGINAL) | | HISPANIC | | ASIAN OR PACIFIC ISLANDERS | | AMERICAN INDIAN OR ALASKAN NATIVE | | MINORITY PERCENTAGE % | FEMALE PERCENTAGE % | |
| | | M | HRS | F | HRS | M | F | M | F | M | F | M | F | M | F | | | |
| | JOURNEY WORKER | | | | | | | | | | | | | | | | | |
| | APPRENTICE | | | | | | | | | | | | | | | | | |
| | TRAINEE | | | | | | | | | | | | | | | | | |
| | SUB-TOTAL | | | | | | | | | | | | | | | | | |
| | JOURNEY WORKER | | | | | | | | | | | | | | | | | |
| | APPRENTICE | | | | | | | | | | | | | | | | | |
| | TRAINEE | | | | | | | | | | | | | | | | | |
| | SUB-TOTAL | | | | | | | | | | | | | | | | | |
| | JOURNEY WORKER | | | | | | | | | | | | | | | | | |
| | APPRENTICE | | | | | | | | | | | | | | | | | |
| | TRAINEE | | | | | | | | | | | | | | | | | |
| | SUB-TOTAL | | | | | | | | | | | | | | | | | |
| | JOURNEY WORKER | | | | | | | | | | | | | | | | | |
| | APPRENTICE | | | | | | | | | | | | | | | | | |
| | TRAINEE | | | | | | | | | | | | | | | | | |
| | SUB-TOTAL | | | | | | | | | | | | | | | | | |
| | TOTAL JOURNEY WORKER | | | | | | | | | | | | | | | | | |
| | TOTAL APPRENTICES | | | | | | | | | | | | | | | | | |
| | TOTAL TRAINEES | | | | | | | | | | | | | | | | | |
| | GRAND TOTAL (#HRS & #EMPL) | | | | | | | | | | | | | | | | | |
| COMPANY OFFICIAL'S SIGNATURE AND TITLE: | | | | | | | | | | TELEPHONE NUMBER (Include Area Code): | | DATE SIGNED: | | PAGE: _____ OF _____ | | | | |

This report must be filled out by all contractors (both prime and sub) who are required to have an Affirmative Action Program, and must be filed with the Engineer by the 5th day of each month during the term of the Contract, and shall include the total work hours of each employee classification in each trade in the covered area for the Monthly Reporting Period. The Prime Contractor shall submit a report for its Aggregate Work Force and collect and submit reports for each subcontractor's Aggregate Work Force to the Engineer.

SAMPLE FORMS

SHOP DRAWING SCHEDULE
County of Westchester, Department of Public Works

| SHOP DRAWING SCHEDULE | | | | | | | | | | | |
|-----------------------|-----------------------------|------------|---|--|------------------------------------|----------------------------------|--|--------------------|---|---|----------------------|
| SPECIFICATION NUMBER | DESCRIPTION OF ITEM/MODEL # | SUBMISSION | REQUEST FROM CONTRACTOR TO MANUFACTURER | RECEIVED BY CONTRACTOR FROM MANUFACTURER | RECEIVED BY COUNTY FROM CONTRACTOR | RETURNED BY COUNTY TO CONTRACTOR | RETURNED BY CONTRACTOR TO MANUFACTURER | APPROVED BY COUNTY | APPROVED SHOP DRAWING MANAGER FROM CONTRACTOR | INVOICE NO. AND SCHEDULED DELIVERY DATE | ACTUAL DELIVERY DATE |
| | | ORIGINAL | | | | | | | | | |
| | | 2 | | | | | | | | | |
| | | 3 | | | | | | | | | |
| | | 4 | | | | | | | | | |
| | | ORIGINAL | | | | | | | | | |
| | | 2 | | | | | | | | | |
| | | 3 | | | | | | | | | |
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| | | ORIGINAL | | | | | | | | | |
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| | | 3 | | | | | | | | | |
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| | | ORIGINAL | | | | | | | | | |
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| | | 4 | | | | | | | | | |

SAMPLE FORMS

SHOP DRAWING ID

County of Westchester, Department of Public Works

WESTCHESTER COUNTY DRAWING _____ OF _____

NAME OF PROJECT

Date _____

Contract No. _____

Item/Model No. _____

Manufacturer _____

Contract Drawing No. _____

Specification Section _____

This document has been reviewed, coordinated and checked for accuracy of content and for compliance with the Contract Documents. The information contained herein has been coordinated with all other Contract Work.

Contractor _____

Signed _____

SAMPLE FORMS

CONTRACTOR'S ULTRA LOW SULFUR DIESEL FUEL AFFIDAVIT

County of Westchester, Department of Public Works

Contract No. _____ Period Included in this Report: _____, 20__ to _____, 20__

Title of Contract and Location _____

Contractor _____

Address _____

Subcontractor _____

Address _____

STATE OF _____) ss.:
COUNTY OF _____)

I, _____ being duly sworn, depose and say:
(print name) (print title)

1. I certify under penalty of perjury that I agree to comply with the requirements of Chapter 878, Article XIII, Section 873.13.29 of the Laws of Westchester County.
2. During the period _____ through _____, all diesel-powered vehicles, used in the performance of Contract No. _____, were powered by ultra low sulfur diesel fuel (15 ppm Sulfur Maximum).
3. No fuel other than Ultra Low Sulfur Diesel Fuel (15 ppm Sulfur Maximum) was utilized on this project for the above described vehicles.
4. The annexed Ultra Low Sulfur Diesel Fuel Log is a true and accurate summary of the low sulfur diesel fuel (15 ppm Sulfur Maximum) purchased and utilized in the performance of this project.
5. I have read the foregoing statement, have full knowledge of the contents thereof, and it is my intent that the County of Westchester will rely on the statements contained herein.

(Signature)

STATE OF _____) ss.:
COUNTY OF _____)

On this _____ day of _____, 20__, before me personally came _____ to me known, and known to me to be the person who executed the above instrument, and who being duly sworn did say that he/she executed the same.

Sworn to before me this

_____ day of _____, 20__.

Notary Public

The Ultra Low Sulfur Diesel Fuel-Log must be attached.

This Certification also has to be submitted by your subcontractor(s). *Additional copies of this form can be acquired from the Department of Public Work.*

- New
 Change
 No Change

Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

INSTRUCTIONS: Please complete both sections of this Authorization form and attach a voided check. See the reverse for more information and instructions (Forms Page 21). If you previously submitted this form and there is no change to the information previously submitted, **ONLY** complete lines 1 through 6 of section 1.

Section I - Vendor Information

| | | | | | | | | | | | | |
|---|---------------------------|---|--|--|--|--|--|--|--|--|--|--|
| 1. Vendor Name: | | | | | | | | | | | | |
| 2. Taxpayer ID Number or Social Security Number: | | <table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 12.5%;"></td> </tr> </table> | | | | | | | | | | |
| | | | | | | | | | | | | |
| 3. Vendor Primary Address | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| 4. Contact Person Name: | | Contact Person Telephone Number: | | | | | | | | | | |
| 5. Vendor E-Mail Addresses for Remittance Notification: | | | | | | | | | | | | |
| 6. Vendor Certification: <i>I have read and understand the Vendor Direct Payment Program and hereby authorize payments to be received by electronic funds transfer into the bank that I designate in Section II. I further understand that in the event that an erroneous electronic payment is sent, Westchester County reserves the right to reverse the electronic payment. In the event that a reversal cannot be implemented, Westchester County will utilize any other lawful means to retrieve payments to which the payee was not entitled.</i> | | | | | | | | | | | | |
| _____ Authorized Signature | _____ Print Name/Title | _____ Date | | | | | | | | | | |

Section II- Financial Institution Information

| | | | | | | | | | | | | |
|--|-----------------------------|----------------------------------|--|--|--|--|--|--|--|--|--|--|
| 7. Bank Name: | | | | | | | | | | | | |
| 8. Bank Address: | | | | | | | | | | | | |
| 9. Routing Transit Number: | | 10. Account Type: (check one) | | | | | | | | | | |
| <table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 12.5%;"></td> </tr> </table> | | | | | | | | | | | | <input type="checkbox"/> Checking <input type="checkbox"/> Savings |
| | | | | | | | | | | | | |
| 11. Bank Account Number: | | 12. Bank Account Title: | | | | | | | | | | |
| 13. Bank Contact Person Name: | | Telephone Number: | | | | | | | | | | |
| 14. FINANCIAL INSTITUTION CERTIFICATION (required ONLY if directing funds into a Savings Account OR if a voided check is not attached to this form): <i>I certify that the account number and type of account is maintained in the name of the vendor named above. As a representative of the named financial Institution, I certify that this financial Institution is ACH capable and agrees to receive and deposit payments to the account shown.</i> | | | | | | | | | | | | |
| _____ Authorized Signature | _____ Print Name / Title | _____ Date | | | | | | | | | | |

(Leave Blank - to be completed by Westchester County) - Vendor number assigned

| | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|

Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

GENERAL INSTRUCTIONS

Please complete both sections of the Vendor Direct Payment Authorization Form and forward the completed form (along with a voided check for the account to which you want your payments credited) to: Westchester County Board of Acquisition and Contract, 148 Martine Ave, Room 104, White Plains, NY 10601, Attention: Vendor Direct. Please see item 14 below regarding attachment of a voided check.

Section I - VENDOR INFORMATION

1. Provide the name of the vendor as it appears on the W-9 form.
2. Enter the vendor's Taxpayer ID number or Social Security Number as it appears on the W-9 form.
3. Enter the vendor's complete primary address (not a P.O. Box).
4. Provide the name and telephone number of the vendor's contact person.
5. Enter the business e-mail address for the remittance notification. THIS IS VERY IMPORTANT. This is the e-mail address that we will use to send you notification and remittance information two days prior to the payment being credited to your bank account. We suggest that you provide a group mailbox (if applicable) for your e-mail address. You may also designate multiple e-mail addresses.
6. Please have an authorized Payee/Company official sign and date the form and include his/her title.

Section II - FINANCIAL INSTITUTION INFORMATION

7. Provide bank's name.
8. Provide the complete address of your bank.
9. Enter your bank's 9 digit routing transit number.
10. Indicate the type of account (check one box only).
11. Enter the vendor's bank account number.
12. Enter the title of the vendor's account.
13. Provide the name and telephone number of your bank contact person.
14. If you are directing your payments to a Savings Account OR you can not attach a voided check for your checking account, this line needs to be completed and signed by an authorized bank official. IF YOU DO ATTACH A VOIDED CHECK FOR A CHECKING ACCOUNT, YOU MAY LEAVE THIS LINE BLANK.



SAMPLE CONTRACT AND BOND
FOR CONSTRUCTION

DEPARTMENT OF PUBLIC WORKS

Division of Engineering

WESTCHESTERGOV . COM

**DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE COMMISSIONER**

CONTRACT AND BOND

FOR CONTRACT

NOTE: ONLY PROVIDED AS A SAMPLE IN THESE SPECIFICATIONS FOR INFORMATIONAL PURPOSES AND NOT TO BE EXECUTED WHEN SUBMITTING THE BID PROPOSAL. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO EXECUTE THESE DOCUMENTS, AS MORE FULLY DESCRIBED IN THE PROPOSAL REQUIREMENTS.

CONTRACT NO.

Amount of Contract \$

THIS AGREEMENT made this ____ day of _____, 200__, by and between the COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, hereinafter, "County", and

hereinafter called the "Contractor", WITNESSETH as follows:

WHEREAS, the Commissioner of Public Works, hereinafter called "Commissioner", by virtue of the power and authority in him vested did advertise for proposals and bids for:

Westchester County, New York, to furnish all labor, tools, implements and materials that may be requisite and necessary to the execution and completion of the work according to the plans, specifications, profiles and other drawings relating to such work, as approved by the County of Westchester and now on file in the Office of the Commissioner, and

WHEREAS, the Contractor did bid for said work in the manner and form as required by said plans and specifications and, being the lowest responsible bidder therefore, was duly awarded the Contract for such work at prices named in the itemized proposal by a resolution of the Board of Acquisition and Contract of the said County of Westchester.

NOW THEREFORE, the Contractor, in consideration of the prices so named for the various items of work to be paid for as hereinafter provided, does for itself, its representatives, agents, executors, administrators, successors or assigns, covenant and agree with the County that it, the said Contractor, shall and will at its own proper costs and charges and in conformity with said plans and specifications which are made a part of this Contract without setting forth same herein, provide all manner and kind of materials, molds, models, cartage, appliances and appurtenances required and of every description necessary for the due and proper performance of this Contract and the completion of said work to be done under the supervision and direction of the Commissioner, in a good workmanlike manner and in conformity with said plans and specifications without any alteration, deviation, additions, or omissions therefrom except upon due request and under the written direction of said Commissioner.

The Contractor acknowledges receipt of the "Information for Bidders, General and Special Clauses, Specification, Proposal and Plans" relating to this Contract, as well as all issued Addenda thereto, all of which are expressly incorporated in this Contract as if fully set forth herein.

IT IS FURTHER UNDERSTOOD AND AGREED by and between the parties to this Contract that if in the opinion of the said Commissioner of the County of Westchester it shall become necessary to make any change in the work called by the plans and specifications which are a part of this Contract, whereby, consistent with the Information for Bidders, the work contemplated by said plans and specifications is modified and reduced and the costs and expenses of such work lessened, that then and in that event the Contractor will do the work as changed and modified and the said Commissioner shall estimate the difference between the original estimate of quantities therefor and the amount that should be paid by reason of the modification and change and the difference shall be deducted from the original estimate of quantities therefore of said Contract and said Contractor shall be paid accordingly. The estimate of said Commissioner shall be final and conclusive upon the parties hereto and may not be challenged except in a proceeding commenced pursuant to Article 78 of the Civil Practice Law and Rules. Any changes, modifications or deductions shall in no way invalidate this Contract and said Contractor agrees that in the event of any such change or modification reducing the original, estimated quantities therefore, it will not make any claim for any profit, or loss of profit by reason thereof. Notwithstanding any dispute or disagreement arising hereunder, Contractor agrees that the Work shall not be delayed nor disrupted by reason thereof.

The County hereby covenants and agrees with the said Contractor, in consideration of the covenants and agreements herein being strictly and in all respects complied with by the said Contractor as specified, that it will well and truly pay unto the said Contractor the unit prices set forth in the Proposal for the various items included in the Contract.

All partial payments will be made in accordance with the provisions set forth in the "Information for Bidders" and especially that part thereof which relates to "Estimates and Payments".

Furthermore, all partial payments will be made on the claim voucher and verified certificate of the Commissioner, both of which shall be filed in the Office of the Commissioner of Finance of the County of Westchester. The said claim voucher shall show the value of the work completed and the verified certificate shall show the said work was done in accordance with the plans and specifications.

With the final estimate the Contractor shall furnish to the Construction Administrator a sworn statement listing all unpaid bills and liabilities incurred under this Contract up to and including the date of the estimate. Where there are any bills or liabilities in excess of moneys due under any estimate under this Contract, the Construction Administrator may withhold payment of the estimate pending a satisfactory proof of settlement or adjustment of any excess claims. No final estimate will be approved or passed for payment unless and until the Contractor furnishes satisfactory proof that all bills and liabilities incurred under the Contract are paid in full and complies with the requirements of Section 220-a of the Labor Law.

Acceptance shall be effected as follows: whenever, in the opinion of the Commissioner, the Contractor shall have completely performed the Contract on his part to be performed, the Commissioner shall so certify in writing to the Board of Acquisition and Contract of the County and file such certificate with the said Board, stating therein, in substance that the work has been duly examined by him and that the same has been fully performed and completed in accordance

with the terms of the Contract therefor, and recommending the acceptance thereof. When the Board of Acquisition and Contract by resolution duly adopts, approves and ratifies, the said acceptance shall be complete. No final payment shall be made under this Contract until such certificate of completion and recommendation of acceptance have been approved and ratified by a resolution of said Board of Acquisition and Contract.

Unless otherwise provided for in the contract documents, the Commissioner may take over, use, occupy or operate any part of the Work at any time prior to Final Acceptance upon written notification to the Contractor. The Engineer shall inspect the part of the Work to be taken over, used, occupied or operated, and will furnish the Contractor with a written statement of the Work, if any, that remains to be performed on such part. The Contractor shall not object to, nor interfere with, the Commissioner's decision to exercise the rights granted herein. In the event the Commissioner takes over, uses, occupies or operates any part of the work: (i) the Commissioner shall issue a written determination of Substantial Completion with respect to such part of the Work; and (ii) the Contractor shall be relieved of its absolute obligation to protect such part of the unfinished work in accordance with Article 20 of the General Clauses.

The Commissioner will approve a final estimate for final payment consistent with the authorization of final acceptance from the Board of Acquisition and Contract less previous payments and any and all deductions authorized to be made by the Commissioner under the Contract or law. Payment pursuant to such final estimate less any additional deductions authorized to be made by the Commissioner of Finance under the Contract or law shall constitute the final payment and shall be made by the Commissioner of Finance. If the contract is terminated prior to final acceptance the Commissioner is authorized to prepare a final payment as otherwise authorized by the Board of Acquisition and Contract subject to the above noted adjustments.

Upon the completion and acceptance of this Contract by the Board of Acquisition and Contract, as aforesaid, the Commissioner shall proceed with all reasonable diligence to ascertain from actual measurements the whole amount of work done by the Contractor, and also the value of such work under and according to the terms of this Contract, and thereupon make out in writing a final estimate therefor.

After the completion and acceptance as herein above-mentioned, the Commissioner of Public Works shall file with the Commissioner of Finance of the County of Westchester the original verified certificate, claim voucher and the certification required by Section 220-a of the Labor Law, together with a certified copy of the resolution of approval and ratification of the Board of Acquisition and Contract of the said verified certificate and claim voucher and the resolution of acceptance of completion.

IT IS FURTHER UNDERSTOOD AND AGREED by and between the parties to this Contract that the Contractor will accept the unit prices named in the proposal for all additions to or deductions from the original quantities as given in the specifications. It is agreed that the Commissioner will make estimates of the value for the work completed as provided in the specifications and the final estimate will be made accordingly.

The Contractor further agrees that if at any time before or within thirty days after the whole of the work herein agreed to be performed has been completed and accepted any person or persons claiming to have performed any labor or furnished any material towards the performance and completion of this contract shall file with the proper officials any such notice as is described in the Lien Law, or any other act of the Legislature of the State of New York, the Contractor shall cause such Lien to be discharged of record. Otherwise and in every case and until the Lien is discharge of record the County shall retain, anything herein to the contrary notwithstanding, from the moneys under its control and due or to grow due under this Contract the sum of one hundred fifty (150%) percent of the amount of such Lien, unless otherwise authorized to withhold a larger amount. The Contractor further agrees to pay the County upon demand the costs, including but not limited to attorney's fees, incurred by the County in any action(s) brought to foreclose or otherwise enforce said Lien.

The Contractor covenants and agrees to commence the work embraced in this Contract within Ten [10] calendar days after service upon him, by the Commissioner, of written notice instructing him to begin the work and shall complete the same in all respects within _____ consecutive calendar days computed from the date of such Notice to Commence.

It is further understood and agreed by the parties hereto that the time of completion is of the essence of this Contract.

It is further understood and agreed by the Contractor that before entering upon the performance of this Contract it shall have approved by the County Attorney the Bond required to be furnished by it in the sum of-----
[\$ _____] conditioned for the faithful performance of the work.

The Contractor hereby covenants and agrees to observe the plans, specifications and directions of the Commissioner in the doing of the work provided for under this Contract and to furnish the necessary materials and implements required therefore and to remove condemned material and rubbish as provided by plans and specifications and to employ a competent and sufficient force of workmen to complete the work of this improvement within the time specified. Should the Contractor at any time become insolvent, make an assignment for the benefit of creditors, abandon the Work, reduce its working force to a number which, if maintained, would be insufficient, in the sole opinion of the Commissioner, to complete the Work in accordance with the approved progress schedule; sublet, assign or otherwise dispose of this Contract other than as permitted elsewhere herein, refuse or neglect to supply a sufficiency of properly skilled workmen, or of material of the proper quantity or fail in any respect to prosecute the work with promptness and diligence, or fail in any other way in the performance of any of the agreements herein contained; all the foregoing being deemed acts of default, and such default being certified by the Commissioner, the County of Westchester, acting by the Board of Acquisition and Contract, shall be at liberty after five days written notice to the Contractor to provide any such labor or materials, use any and all sums due or to become due to the Contractor under this Contract, to pay for such labor and material, and if the Commissioner shall certify that such default is sufficient ground for such action, the County of Westchester acting by the Board of Acquisition and Contract, shall also be at liberty to terminate the employment of the Contractor for the said work and to enter upon the premises and take possession for the purpose of completing the work included under this Contract of all materials, tools and appliances thereon

and to employ any other person or persons to finish the work and provide the materials therefore. Upon the Contractor's receipt of a notice from the County the Contractor shall immediately discontinue all further operations under this Contract. In case of such termination, the Contractor shall not be entitled to receive any further payment under this Contract until the said work shall be wholly finished, at which time if the unpaid balance of the amount to be paid under this Contract shall exceed the reasonable value of the work performed and the material furnished or the total costs therefor, whichever is greater, in finishing the work, such excess shall be paid by the County of Westchester to the Contractor, but if such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the County.

The expense incurred by the County and the total costs as herein provided either for furnishing materials or for finishing the work and any damage incurred through such default shall be certified by the Commissioner whose certificate thereof shall be final and conclusive upon the parties and may not be challenged except in a proceeding commenced pursuant to Article 78 of the Civil Practice Law and Rules.

In case the County shall declare the Contractor in default as to a part of the work only, the Contractor shall immediately discontinue such part, shall continue performing the remainder of the Work in strict conformity with the terms of the Contract.

In completing the whole or any part of the Work under the provisions of this Contract, the Commissioner shall have the power to depart from or change or vary the terms and provisions of this Contract. Such departure, change or variation, even to the extent of accepting a lesser or different performance, shall not affect the conclusiveness of the Commissioner's certification of the cost of completion referred to above, nor shall it constitute a defense to an action to recover the amount by which such certificate exceeds the amount which would have been payable to the Contractor hereunder but for his default or partial default.

In addition to termination as provided for above, the County may terminate this Contract for the convenience of the County by written notice to the Contractor from the Commissioner. In such event and upon receipt of such notice the Contractor shall stop work on the date specified in the notice; take such actions as may be necessary to protect and preserve the County's materials and property; cancel all cancelable orders for material and equipment; assign to the County and deliver to the jobsite or any other location designated by the Commissioner any non-cancelable orders for material and equipment that is not capable of use except in the performance of this Contract and which has been specifically fabricated for the sole purpose of this Contract and not incorporated in the Work; and take no action that will increase the amounts payable by the County under this Contract.

In the event the contract is cancelled for the convenience of the County the following provisions shall apply:

- (a) For Work completed prior to the notice of termination, the Contractor shall be paid the fair and reasonable value of its work determined by the pro rata portion of the lump sum bid amount based upon the percent completion of the Work as of the date of termination as determined by the Commissioner, plus work completed pursuant to approved change orders, less amounts

previously paid. For purposes of determining the pro rata portion of the lump sum bid amount to which the Contractor is entitled, the Contractor's approved bid breakdown pursuant to Article 21 of the Information for Bidders shall be considered but shall not be dispositive as to the fair and reasonable value.

- (b) For non-cancelable material and equipment that is not capable of use except in the performance of this Contract and which has been specifically fabricated for the sole purpose of this Contract, but not yet incorporated in the Work, the Contractor shall be paid the fair and reasonable value thereof as determined by the Commissioner, but not more than the Contractor's cost for such material and equipment, plus an additional sum of two (2%) percent of such fair and reasonable value.
- (c) In the event the County terminates a lump sum Contract for convenience within thirty (30) days after the Contractor has received the Notice of Award from the County, the Contractor shall be paid one (1%) percent of the difference between the total lump sum bid amount and the total of all payments made prior to the notice of termination plus all payments allowed pursuant to (a) and (b).
- (d) On all unit price Contracts, or on unit price items in a Contract, the County will pay the Contractor the sum of (e) and (f) below, less all payments previously made pursuant to this Contract:
- (e) For all completed units, the unit price stated in the Contract, and
- (f) For units that have been ordered but are only partially completed, the Contractor will be paid (i) a pro rata portion of the unit price as stated in the Contract based upon the percent completion of the unit as determined by the Commissioner and (ii) for non-cancelable material and equipment, payment will be made pursuant to (b), above.
- (g) The Commissioner's determination(s) hereunder shall be final, binding and conclusive and subject to review only pursuant to Article 78 of the New York Civil Practice Law and Rules.
- (h) The County shall not be liable to the Contractor for any payment or claim if the termination for convenience results in a reduction of thirty (30%) percent or less of the original contract price as bid.

On all Contracts or items in a Contract where time and material records are specified as the basis for payment of the Work, the Contractor shall be paid in accordance with Article 29 of the General Clauses, less all payments previously made pursuant to this Contract.

In no event shall any payments made pursuant to a termination for convenience exceed the Contract price for such items, either individually or collectively.

All payments made pursuant to a termination for convenience shall be in the nature of liquidated damages and shall be accepted by the Contractor in full satisfaction of all claims against the County.

The County may deduct or set off against any sums due and payable arising from a termination for convenience, any claims it may have against the Contractor.

In the event the County terminates the Contractor for default and it is subsequently determined that the Contractor was not in default, said termination shall automatically be converted for all purposes into a termination for convenience.

It is further understood and agreed between the parties hereto that no certificate given or payment made under this Contract, except the final certificate or final payment shall be conclusive evidence of the performance of this Contract either wholly or in part and that no payment shall be construed to be an acceptance of defective work or improper materials. If the Contractor shall fail to replace any defective work or materials, the County may cause such defective materials to be removed and defective work to be replaced and the expense thereof shall be deducted from the amount to be paid the Contractor.

Anything to the contrary in the preceding paragraph notwithstanding, the Contractor is responsible for the repair of defects in materials and workmanship for a period of one year from the date of final acceptance of the work by the Board of Acquisition and Contract, unless a longer term is specified in the specifications.

The Contractor further agrees not to assign, transfer, convey, sublet or otherwise dispose of this Contract, or its right, title or interest in or to the same, or any part hereof without the previous consent in writing of the Board of Acquisition and Contract of the County. Before a Subcontractor shall proceed with any work, the Commissioner must first recommend and the Board of Acquisition and Contract must approve the use of the Subcontractor on this Contract. If a Subcontractor is not approved it may not work on this Contract. The Contractor specifically waives any claim due to the failure or refusal of the Commissioner or the Board of Acquisition and Contract to approve said Subcontractor.

The Contractor agrees to hold himself responsible for any claims made against the County for any infringement of patents by the use of patented articles in the construction and completion of the work or any process connected with the work agreed to be performed under this Contract or of any material used upon the said work, and shall indemnify and save harmless the County for the costs, expenses and damages which the County may be obligated to pay by reason of any infringement of patents used in the construction and completion of the work.

The parties hereto agree that no laborer, workman or mechanic in the employ of the Contractor, Subcontractor or other person doing or contracting to do the whole or part of the work contemplated by the Contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property. No such person shall be so employed more than eight hours in any day or more than five days in any one week except in such emergency. Time lost in any week because of inclement weather by employees engaged in

the construction, reconstruction and maintenance of highways outside of the limits of cities and villages may be made up during that week and/or the succeeding three weeks.

The Contractor further agrees to erect and maintain during construction all necessary guards, rails and signals to prevent accidents to persons, vehicles or to the adjoining property and also agrees to use all necessary precautions in blasting and that he will indemnify and save the County of Westchester harmless from all suits and actions of any kind and nature whatsoever from or on account of the construction of said work.

It is further understood and agreed by the parties hereto that should any dispute arise respecting the true construction, interpretation or meaning of the Contract plans, specifications or conditions herein, or the measurements for the payment thereunder, same shall be referred to and decided by the said Commissioner and his decision thereon shall be final and conclusive upon the parties thereto and may not be challenged except in a proceeding commenced pursuant to Article 78 of the Civil Practice Law and Rules. This provision shall also apply to the true value of and duly authorized extra work or any work permitted by agreement in case any work shall be ordered performed, or any work called for shall be so omitted under and upon the direction of said Commissioner.

The Contractor by the submitting of bids and execution of this Contract hereby covenants and agrees that he has examined the plans, specifications and the site work, as to local conditions, difficulties and accuracy of approximate estimate of quantities and does hereby further covenant and agree that he will not make any claim for damages by reason of any such local conditions, difficulties or variation of approximate estimate of quantities.

The Contractor represents and warrants to the County with the knowledge and expectation that this warranty will be relied upon by the County that it is not now participating and has not at any time participated, either directly or through any substantially owned or affiliated person, firm, partnership or corporation, in an international boycott in violation of the provisions of United States Export Administration Act of 1969, 50 USC 2401 et seq. or the regulations promulgated thereunder.

The Contractor further warrants and represents that it is financially solvent, and sufficiently experienced and competent to perform the work and that the facts provided by it to the County in its bid and supporting documents, and contract documents are true and correct in all respects.

This Contract shall become void and any rights of the Contractor hereunder shall be forfeited if, subsequent to the execution hereof, the Contractor is convicted of a violation of the provision of the United States Export Administration Act of 1969, 50 USC 2401 et seq. as amended or has been found upon the final determination of the United States Commerce Department or any other appropriate agency of the United States or the State of New York to have violated such act or regulations.

If the Contractor, any officer, director, or any party holding a controlling interest (defined as five (5%) percent or more, or in the case of a corporation, any stockholder owning five (5%) percent or more of the outstanding shares) is convicted of a crime (excluding Class B and

Unclassified Misdemeanors as defined under the New York State Penal Law and their equivalent in any city, state or under Federal law related to the type of services or activities which are the subject matter of this Contract) or if a related or affiliated company, partnership or corporation is convicted of a crime (excluding Class B and Unclassified Misdemeanors as defined above) after this Contract is fully executed, the County shall have the right to terminate this Agreement immediately and without penalty. An "affiliated company" as used herein means any affiliate which is a partnership, corporation, proprietorship, association or other entity (i) in which a 50% or greater ownership interest (as defined below) is directly or indirectly held by the Contractor or any of its management personnel (as defined below) or directors, (ii) which directly or indirectly holds 50% or more of the ownership interest in the Contractor, (iii) in which an aggregate 20% or greater ownership interest is directly or indirectly held by one or more shareholders (or partners or proprietors, in the case of a partnership or proprietorship) which or who in the aggregate hold a 20% or greater ownership interest in the Contractor, or (iv) which, whether by Contract or otherwise, directly or indirectly controls, is controlled by or is under common control with the Contractor. An "ownership interest" means the ownership, whether legally or beneficially, of the stock of or assets employed by a corporation, of a partnership interest in or assets employed by a partnership or of a similar interest in or assets employed by any other entity. "Management personnel" means executive officers and all other persons, whether or not officers or employees, who perform policy-making functions similar to those of executive officers.

The Contractor represents that at the time of execution of this Contract, no individual or entity, as described above, has been convicted of a crime during the five (5) year period preceding the execution of this Contract.

The parties hereto recognize that it is the goal of Westchester County to use its best efforts to encourage, promote and increase participation of business enterprises owned and controlled by persons of color or women (MBE/WBE) in contracts or projects funded by all Departments of the County and to effectively and efficiently monitor such participation. Therefore, the Contractor agrees to complete the MBE/WBE Questionnaire, which is attached hereto as Schedule "A," in furtherance of this goal and in accordance with Local Law No. 27-1997.

It is recognized and understood by the parties that this Contract is subject to appropriation by the Westchester County Board of Legislators. The County shall have no liability under this Contract beyond the funds, if any, that are appropriated and available for payment of the amounts due under this Contract. Notwithstanding the foregoing, the County will do all things lawfully within its power to obtain, maintain and properly request and pursue funds from which payments under this Contract may be made.

The parties hereto for themselves, their legal representatives, successors and assigns, expressly agree that any legal action or proceeding that may arise out of or relating to this Contract shall be brought and maintained only in the courts of the State of New York ("New York State Court") located in the County of Westchester. With respect to any action between the County and Contractor in New York State Court, the Contractor hereby expressly waives and relinquishes any rights it may otherwise have (i) to move to dismiss on grounds of *forum non*

conveniens; (ii) to remove to Federal Court; and (iii) to move for a change of venue to a New York State Court outside of Westchester County.

This Contract and its terms, covenants, obligations, conditions and provisions shall be binding upon all the parties hereto, their legal representatives, successors and assigns.

SAMPLE

This Contract shall not be enforceable until it is signed by all parties and approved by the Office of the County Attorney.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, THE COUNTY OF WESTCHESTER pursuant to law by:

_____ its **Commissioner**

and the CONTRACTOR:

By: _____ its _____
(Type or Print Name) (Title)

THE COUNTY OF WESTCHESTER:

By: _____
Commissioner

CONTRACTOR:

By: _____
(Signature)

ATTEST:

(SEAL)

By: _____
(Signature)

Recommended:

Deputy Commissioner of Public Works

Approved as to form and manner of execution
this ____ day of _____, 200__

County Attorney

CONTRACTOR'S ACKNOWLEDGMENT
(If Corporation)

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

On this ____ day of _____, 200__, before me personally came _____ to me known, and known to me to be the _____ of _____, the Corporation described in and which executed the within instrument, who being by me duly sworn did depose and say that the said _____ resides at _____ and that he/she is the _____ of said Corporation and that he/she signed his/her name thereto by order of the Board of Directors of said Corporation and, if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed with the Secretary of State of the State of New York.

Notary Public

CONTRACTOR'S ACKNOWLEDGMENT
(If Individual)

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

On this ____ day of _____, 200__, before me personally came _____ to me known, and known to me to be the same person described in and who executed the within instrument and duly acknowledged to me that he/she executed the same for the purpose herein mentioned and, if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed with the County Clerk of Westchester County.

Notary Public

CONTRACTOR'S ACKNOWLEDGMENT
(If Co-Partnership)

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

On this ____ day of _____, 200__, before me personally came _____ to me known, and known to me to be a member of the firm of _____ and the person described in, and who executed the within instrument in behalf of said firm, and he/she acknowledged to me that he/she executed the same in behalf of, and as the act of said firm for the purposes herein mentioned and, if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed with the County Clerk of Westchester County.

Notary Public

CERTIFICATE OF AUTHORITY

I, _____
(Officer other than officer signing contract)

certify that I am _____ of
(Title)

the _____
(Name of Corporation)

organized and in good standing under the _____
(Law under which organized)

named in the foregoing agreement; that _____
(Person executing agreement)

who signed said agreement on behalf of the Contractor was, at the time of execution the
_____ of the Corporation; that said agreement was duly
(Title of such person)

signed for and on behalf of said Corporation by authority of its Board of Directors, thereunto
duly authorized and is in full force and effect at the date hereof.

(Signature)

(SEAL)

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

On this ____ day of _____, 200__, before me personally came
_____ to me known, and known to me to be the
_____ of _____,
the Corporation described in and which executed the above certificate, who being by me duly
sworn did depose and say that the said _____ resides at
_____ and that he/she is
_____ of said Corporation and knows the Corporate Seal of the said
Corporation; that the seal affixed to the above certificate is such Corporate Seal and was so
affixed by order of the Board of Directors of said Corporation, and that he/she signed his/her
name thereto by like order.

Notary Public

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we

(hereinafter called the "Principal"), and the _____

_____ a Corporation created and existing under the laws of the State of _____

and having its principal office at _____

in the City of _____ (hereinafter called the "Surety"), are held and firmly bound unto The County of Westchester (hereinafter called the "Obligee") in the penal sum of-----**DOLLARS**-----**AND**-----/100-----

--[\$]

lawful money of the United States of America, for the payment of which, well and truly to be made, the said Principal binds itself, (himself, themselves) and its (his, their) successors and assigns, and the said Surety binds itself and its successors and assigns, all jointly and severally, firmly by these presents. Said penal sum shall apply separately and independently, in its total amount, to the payment provision and the performance provision of this Bond shall not reduce or limit the right of the Obligee to recover under the other said provision.

Signed, sealed and dated this _____ day of _____, 200__.

WHEREAS, said Principal has entered into a certain written contract with said Obligee, dated this _____ day of _____, 200__, (hereinafter called the "Contract")

For ----**CONTRACT #** _____ a copy of which Contract is hereto annexed and hereby made a part of this bond as if herein set forth in full.

NOW THEREFORE, THE CONDITIONS OF THE ABOVE OBLIGATIONS ARE SUCH THAT, if the said Principal, and its (his, their) successors or assigns, or any or either of them shall,

(1) well and truly and in good, sufficient and workmanlike manner, perform or cause to be performed such Contract, and any amendment or extension of or addition thereto, and each and every of the covenants, promises, agreements and provisions therein stipulated and contained to be performed by said Principal, and complete the same within the period therein mentioned, and in each and every respect, comply with the conditions therein mentioned to be complied with by said Principal, and fully indemnify and save harmless the Obligee from all costs and damages which it may suffer by reason of failure so to do and fully reimburse and repay the Obligee all outlay and expense which it may incur in making good any such default, and

(2) also pay or cause to be paid the wages and compensation for labor performed and services rendered of all persons engaged in the prosecution of the work provided for therein, whether such persons by agents, servants or employees of the Principal, and of its (his, their) successors or assigns, or any Subcontractor or of any assignee thereof, including all persons so engaged who perform the work of laborers or of mechanics regardless of any contractual relationship between the Principal, or its (his, their) successors or assigns, or any Subcontractor or any designee thereof, and such laborers or mechanics, but not including office employees not regularly stationed at the site of the work, and further, shall pay or cause to be paid all lawful claims of Subcontractors and of materialmen and other third persons out of or in connection with said Contract and the work, labor, services, supplies and material furnished in and about the performance and completion thereof, then these obligations shall be null and void, otherwise they shall remain in full force and effect.

PROVIDED, however, that this bond is subject to the following additional conditions and limitations:

- (a) All persons who have performed labor or rendered services, as aforesaid, all Subcontractors, and all persons, firms, corporations, including materialmen and third persons, as aforesaid, furnishing work, labor, services, supplies and material under or in connection with said Contract or in or about the performance and completion thereof, shall have a direct right of action (subject to the prior right of the Obligee under any claim which it may assert against the Principal or its (his, their) successors and assigns, and/or the Surety and its successors and assigns) against the Principal and its (his, their) successors and assigns on this bond, which right of action shall be asserted in proceedings instituted in the State in which such work, labor, services, supplies or material was performed, rendered or furnished or where work, labor, services, supplies or material has been performed, rendered or furnished, as aforesaid, in more than one State, than in any such State. Insofar as permitted by the laws of such State, said right of action shall be asserted in a proceeding instituted in the name of Obligee to the use and benefit of the person, firm or corporation instituting such action and of all other persons, firms and corporations having claims hereunder, and any other person, firm or corporation having a claim hereunder shall have the

right to be made a party to such proceedings (but not later than twelve months after the performance of said Contract and final settlement thereof) and to have such claim adjudicated in such action and judgment rendered thereon. Prior to the institution of such a proceeding by a person, firm or corporation in the name of the Obligee, as aforesaid, such person, firm or corporation shall furnish the Obligee with a Bond of Indemnity for costs, which Bond shall be in an amount satisfactory to the Obligee.

- (b) The Surety or its successors or assigns shall not be liable hereunder for any damages or compensation recoverable under any worker's compensation or employer's liability statute.
- (c) In no event shall the Surety or its successors or assigns be liable under either the foregoing clause (1) or the foregoing clause (2) for a greater sum than the penalty of this Bond provided; however, that said penalty is separately applicable, in its total amount to each of the foregoing clauses (1) and (2), or subject to any suit, action or proceeding hereon that is instituted by any person, firm or corporation under the provisions of the above section (a) later than twelve months after the complete performance of said Contract and final settlement thereof.

The Principal, for itself (himself, themselves) and its (his, their) successors and assigns, and the Surety, for itself and its successors and assigns, do hereby expressly waive any objections that might be interposed as to the right of the Obligee to require a Bond containing the foregoing provisions, and they do hereby further expressly waive any defense which they or either of them might interpose to an action brought hereon by any person, firm or corporation, including Subcontractors, materialmen, and third persons, for work, labor, services, supplies or material performed, rendered or furnished as aforesaid, upon the ground that there is no law authorizing the said Obligee to require the foregoing provision to be placed in this Bond.

And Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligations of said Surety and of its successors and assigns and this Bond shall in no way be impaired or affected by an extension of time, modification, omission, addition or change in or to the said Contract or the work to be performed thereunder, or by any payment thereunder, before the time required therein, or by any waiver of any provision thereof, or by an assignment, subletting or other transfer thereof, or of any part thereof, or of any work to be performed, or of any moneys due or to become due thereunder; and the said Surety, for itself and its successors and assigns, does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby stipulates and agrees that any and all things done and omitted to be done by and in relation to (executors, administrators), successors, assigns, Subcontractors, and other transferees, shall have the same effect as to said Surety and its successors and assigns, as though done or omitted to be done by and in relation to said Principal.

And Surety, for value received, hereby stipulates and agrees, if requested to do so by Obligee, to fully perform and complete the work to be performed under the Contract, pursuant to the terms, conditions and covenants thereof, if for any cause, the Principal fails or neglects to so

fully perform and complete such Work. The Surety further agrees to commence such Work of Completion within twenty-five (25) calendar days after written notice thereof from the Obligee, and to complete such Work within twenty-five (25) calendar days from the expiration of the time allowed the Principal in the Contract for the completion of such Work.

WITNESSETH our hands and seals this ____ day of _____, 200__.

PRINCIPAL:

By: _____
(Signature)

(SEAL)

ATTEST:

(Surety)

By: _____
(Signature)

(SEAL)

ATTEST:

If the Contractor (Principal) is a partnership, the Bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a Corporation, the Bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the Bond corresponding to the number of counterparts of the Contract.

Each executed Bond should be accompanied by:

- (a) appropriate acknowledgments of the respective parties;
- (b) appropriate duly certified copy of Power of Attorney or other Certificate of Authority where Bond is executed by agent, officer or other representative of Principal or Surety;
- (c) a duly certified extract from By-laws or resolutions of Surety under which Power of Attorney or other Certificate of Authority of its agent, officer or representative was issued, and
- (d) duly certified copy of latest published financial statement of assets and liabilities of Surety.

CONTRACTOR'S ACKNOWLEDGMENT
(If Corporation)

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

On this ____ day of _____, 200__, before me personally came _____ to me known, and known to me to be the _____ of _____, the Corporation described in and which executed the within instrument, who being by me duly sworn did depose and say that the said _____ resides at _____ and that he/she is the _____ of said Corporation and knows the Corporate Seal of the said Corporation; that the seal affixed to the within instrument is such Corporate Seal and that it was so affixed by order of the Board of Directors of said Corporation and that he/she signed his/her name thereto by like order.

Notary Public

CONTRACTOR'S ACKNOWLEDGMENT
(If Individual)

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

On this ____ day of _____, 200__, before me personally came _____ to me known, and known to me to be the same person described in and who executed the within instrument and he/she duly acknowledged to me that he/she executed the same for the purpose herein mentioned.

Notary Public

CONTRACTOR'S ACKNOWLEDGMENT
(If Co-Partnership)

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

On this ____ day of _____, 200__, before me personally came _____ to me known, and known to me to be a member of the firm of _____ and the person described in, and who executed the within instrument in behalf of said firm, and acknowledged to me that he/she executed the same in behalf of, and as the act of said firm for the purposes herein mentioned.

Notary Public



SCHEDULE OF HOURLY RATES
AND SUPPLEMENTS

DEPARTMENT OF PUBLIC WORKS

Division of Engineering



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Westchester County DPWT
Yolanda Spraggins, Secretary II
Michaelian Office Building
148 Martine Avenue - Room 518
White Plains NY 10601

Schedule Year 2021
Date Requested 07/16/2021
PRC# 2021007450

Location Yorktown Maintenance Garage
Project ID# 18-516
Project Type Renovate bldg including but not limited to interior alterations to garage, office, lunch room, toilet rooms & new mezzanine for storage. Also include HVAC, plumbing, electrical, sprinkler & fire

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

The schedule is effective from July 2021 through June 2022. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Public Work Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

General Provisions of Laws Covering Workers on Article 8 Public Work Contracts

Introduction

The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is performed.

Responsibilities of the Department of Jurisdiction

A Department of Jurisdiction (Contracting Agency) includes a state department, agency, board or commission; a county, city, town or village; a school district, board of education or board of cooperative educational services; a sewer, water, fire, improvement and other district corporation; a public benefit corporation; and a public authority awarding a public work contract.

The Department of Jurisdiction (Contracting Agency) awarding a public work contract MUST obtain a Prevailing Rate Schedule listing the hourly rates of wages and supplements due the workers to be employed on a public work project. This schedule may be obtained by completing and forwarding a "Request for wage and Supplement Information" form (PW 39) to the Bureau of Public Work. The Prevailing Rate Schedule MUST be included in the specifications for the contract to be awarded and is deemed part of the public work contract.

Upon the awarding of the contract, the law requires that the Department of Jurisdiction (Contracting Agency) furnish the following information to the Bureau: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the Department's "Notice of Contract Award" form (PW 16) is provided with the original Prevailing Rate Schedule.

The Department of Jurisdiction (Contracting Agency) is required to notify the Bureau of the completion or cancellation of any public work project. The Department's PW 200 form is provided for that purpose.

Both the PW 16 and PW 200 forms are available for completion [online](#).

Hours

No laborer, worker, or mechanic in the employ of a contractor or subcontractor engaged in the performance of any public work project shall be permitted to work more than eight hours in any day or more than five days in any week, except in cases of extraordinary emergency. The contractor and the Department of Jurisdiction (Contracting Agency) may apply to the Bureau of Public Work for a dispensation permitting workers to work additional hours or days per week on a particular public work project.

There are very few exceptions to this rule. Complete information regarding these exceptions is available on the ["Request for a dispensation to work overtime" form \(PW30\)](#) and ["4 Day / 10 Hour Work Schedule" form \(PW 30.1\)](#).

Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12240; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.ny.gov.

Upon receiving the original schedule, the Department of Jurisdiction (Contracting Agency) is REQUIRED to provide complete copies to all prime contractors who in turn MUST, by law, provide copies of all applicable county schedules to each subcontractor and obtain from each subcontractor, an affidavit certifying such schedules were received. If the original schedule expired, the contractor may obtain a copy of the new annual determination from the NYSDOL website www.labor.ny.gov.

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year. The annual determination is available on the NYSDOL website www.labor.ny.gov.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. As per Article 6 of the Labor law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid

or provided, and Daily and weekly number of hours worked in each classification.

The filing of payrolls to the Department of Jurisdiction is a condition of payment. Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (Contracting Agency) shall collect, review for facial validity, and maintain such payrolls.

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, but are not limited to time cards, work description sheets, proof that supplements were provided, cancelled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed \$100,000.00. If the contractor or subcontractor does not maintain a place of business in New York State and the amount of the contract exceeds \$25,000.00, payroll records and certifications must be kept on the project worksite.

The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 8, Section 220-a of the Labor Law.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules, shall provide to such contractor a verified statement attesting that the subcontractor has received the Prevailing Rate Schedule and will pay or provide the applicable rates of wages and supplements specified therein. (See NYS Labor Laws, Article 8 . Section 220-a).

Determination of Prevailing Wage and Supplement Rate Updates Applicable to All Counties

The wages and supplements contained in the annual determination become effective July 1st whether or not the new determination has been received by a given contractor. Care should be taken to review the rates for obvious errors. Any corrections should be brought to the Department's attention immediately. It is the responsibility of the public work contractor to use the proper rates. If there is a question on the proper classification to be used, please call the district office located nearest the project. Any errors in the annual determination will be corrected and posted to the NYSDOL website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. To the extent possible, the Department posts rates in its possession that cover periods of time beyond the July 1st to June 30th time frame covered by a particular annual determination. Rates that extend beyond that instant time period are informational ONLY and may be updated in future annual determinations that actually cover the then appropriate July 1st to June 30th time period.

Withholding of Payments

When a complaint is filed with the Commissioner of Labor alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the Commissioner of Labor believes that unpaid wages or supplements may be due, payments on the public work contract shall be withheld from the prime contractor in a sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty, pending a final determination.

When the Bureau of Public Work finds that a contractor or subcontractor on a public work project failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 220-b and 235.2 of the Labor Law to so notify the financial officer of the Department of Jurisdiction (Contracting Agency) that awarded the public work contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

The Department of Jurisdiction (Contracting Agency) shall comply with this order of the Commissioner of Labor or of the court with respect to the release of the funds so withheld.

Summary of Notice Posting Requirements

The current Prevailing Rate Schedule must be posted in a prominent and accessible place on the site of the public work project. The prevailing wage schedule must be encased in, or constructed of, materials capable of withstanding adverse weather conditions and be titled "PREVAILING RATE OF WAGES" in letters no smaller than two (2) inches by two (2) inches.

The "Public Work Project" notice must be posted at the beginning of the performance of every public work contract, on each job site.

Every employer providing workers' compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

Every employer subject to the NYS Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers, notices furnished by the State Division of Human Rights.

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the NYS Department of Labor.

Apprentices

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeyworkers in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above or is performing work outside the classification of work for which the apprentice is indentured, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

NYSDOL Labor Law, Article 8, Section 220-3, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency of office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12240 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

The only conclusive proof of individual apprentice registration is written verification from the NYSDOL Apprenticeship Training Albany Central office. Neither Federal nor State Apprenticeship Training offices outside of Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any person is registered in that program. Furthermore, the existence or possession of wallet cards, identification cards, or copies of state forms is not conclusive proof of the registration of any person as an apprentice.

Interest and Penalties

In the event that an underpayment of wages and/or supplements is found:

- Interest shall be assessed at the rate then in effect as prescribed by the Superintendent of Banks pursuant to section 14-a of the Banking Law, per annum from the date of underpayment to the date restitution is made.
- A Civil Penalty may also be assessed, not to exceed 25% of the total of wages, supplements, and interest due.

Debarment

Any contractor or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with any state, municipal corporation or public body for a period of five (5) years when:

- Two (2) willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six (6) year period.
- There is any willful determination that involves the falsification of payroll records or the kickback of wages or supplements.

Criminal Sanctions

Willful violations of the Prevailing Wage Law (Article 8 of the Labor Law) may be a felony punishable by fine or imprisonment of up to 15 years, or both.

Discrimination

No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status.

No contractor, subcontractor nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates (NYS Labor Law, Article 8, Section 220-e(a)).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 8, Section 220-e(b)).

The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

There may be deducted from the amount payable to the contractor under the contract a penalty of \$50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 8, Section 220-e(c)).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 8, Section 220-e(d)).

Every employer subject to the New York State Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers notices furnished by the State Division of Human Rights.

Workers' Compensation

In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage during the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers' Compensation Law.

A contractor who is awarded a public work contract must provide proof of workers' compensation coverage prior to being allowed to begin work.

The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

If New York State coverage is added to an existing out-of-state policy, it can only be added to a policy from a company authorized to write workers' compensation coverage in this state. The coverage must be listed under item 3A of the information page.

The contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers' compensation policy for all employees working in New York State.

Every employer providing worker's compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

Unemployment Insurance

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the New York State Department of Labor.



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Westchester County DPWT
Yolanda Spraggins, Secretary II
Michaelian Office Building
148 Martine Avenue - Room 518
White Plains NY 10601

Schedule Year 2021
Date Requested 07/16/2021
PRC# 2021007450

Location Yorktown Maintenance Garage
Project ID# 18-516
Project Type Renovate bldg including but not limited to interior alterations to garage, office, lunch room, toilet rooms & new mezzanine for storage. Also include HVAC, plumbing, electrical, sprinkler & fire

Notice of Contract Award

New York State Labor Law, Article 8, Section 220.3a requires that certain information regarding the awarding of public work contracts, be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW 16, which may be photocopied), **MUST** be completed for **EACH** prime contractor on the above referenced project.

Upon notifying the successful bidder(s) of this contract, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

Contractor Information

All information must be supplied

| | | |
|---|--|------------|
| Federal Employer Identification Number: _____ | | |
| Name: _____ | | |
| Address: _____ _____ | | |
| City: _____ | State: _____ | Zip: _____ |
| Amount of Contract: \$ _____ | Contract Type: | |
| Approximate Starting Date: ____/____/____ | <input type="checkbox"/> (01) General Construction | |
| Approximate Completion Date: ____/____/____ | <input type="checkbox"/> (02) Heating/Ventilation | |
| | <input type="checkbox"/> (03) Electrical | |
| | <input type="checkbox"/> (04) Plumbing | |
| | <input type="checkbox"/> (05) Other : _____ | |

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

Social Security Numbers on Certified Payrolls:

The Department of Labor is cognizant of the concerns of the potential for misuse or inadvertent disclosure of social security numbers. Identity theft is a growing problem and we are sympathetic to contractors' concern regarding inclusion of this information on payrolls if another identifier will suffice.

For these reasons, the substitution of the use of the last four digits of the social security number on certified payrolls submitted to contracting agencies on public work projects is now acceptable to the Department of Labor. This change does not affect the Department's ability to request and receive the entire social security number from employers during its public work/ prevailing wage investigations.

Construction Industry Fair Play Act: Required Posting for Labor Law Article 25-B § 861-d

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site. Failure to post the notice can result in penalties of up to \$1,500 for a first offense and up to \$5,000 for a second offense. The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, www.labor.ny.gov. <https://labor.ny.gov/formsdocs/ui/1A999.pdf>

If you have any questions concerning the Fair Play Act, please call the State Labor Department toll-free at 1-866-435-1499 or email us at: dol.misclassified@labor.ny.gov .

Worker Notification: (Labor Law §220, paragraph a of subdivision 3-a)

Effective June 23, 2020

This provision is an addition to the existing wage rate law, Labor Law §220, paragraph a of subdivision 3-a. It requires contractors and subcontractors to provide written notice to all laborers, workers or mechanics of the *prevailing wage and supplement rate* for their particular job classification *on each pay stub**. It also requires contractors and subcontractors to *post a notice* at the beginning of the performance of every public work contract *on each job site* that includes the telephone number and address for the Department of Labor and a statement informing laborers, workers or mechanics of their right to contact the Department of Labor if he/she is not receiving the proper prevailing rate of wages and/or supplements for his/her job classification. The required notification will be provided with each wage schedule, may be downloaded from our website www.labor.ny.gov or be made available upon request by contacting the Bureau of Public Work at 518-457-5589. *In the event the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.

(12.20)

**To all State Departments, Agency Heads and Public Benefit Corporations
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND**

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

This Item describes the Public Work Enforcement Fund (the Fund, PWEF) and its relevance to State agencies and public benefit corporations engaged in construction or reconstruction contracts, maintenance and repair, and announces the recently-enacted increase to the percentage of the dollar value of such contracts that must be deposited into the Fund. This item also describes the roles of the following entities with respect to the Fund:

- New York State Department of Labor (DOL),
- The Office of the State of Comptroller (OSC), and
- State agencies and public benefit corporations.

2. Background and Statutory References:

DOL uses the Fund to enforce the State's Labor Law as it relates to contracts for construction or reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law. State agencies and public benefit corporations participating in such contracts are required to make payments to the Fund.

Chapter 511 of the Laws of 1995 (as amended by Chapter 513 of the Laws of 1997, Chapter 655 of the Laws of 1999, Chapter 376 of the Laws of 2003 and Chapter 407 of the Laws of 2005) established the Fund.

3. Procedures and Agency Responsibilities:

The Fund is supported by transfers and deposits based on the value of contracts for construction and reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law, into which all State agencies and public benefit corporations enter.

Chapter 407 of the Laws of 2005 increased the amount required to be provided to this fund to .10 of one-percent of the total cost of each such contract, to be calculated at the time agencies or public benefit corporations enter into a new contract or if a contract is amended. The provisions of this bill became effective August 2, 2005.

**To all State Departments, Agency Heads and Public Benefit Corporations
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND**

OSC will report to DOL on all construction-related ("D") contracts approved during the month, including contract amendments, and then DOL will bill agencies the appropriate assessment monthly. An agency may then make a determination if any of the billed contracts are exempt and so note on the bill submitted back to DOL. For any instance where an agency is unsure if a contract is or is not exempt, they can call the Bureau of Public Work at the number noted below for a determination. Payment by check or journal voucher is due to DOL within thirty days from the date of the billing. DOL will verify the amounts and forward them to OSC for processing.

For those contracts which are not approved or administered by the Comptroller, monthly reports and payments for deposit into the Public Work Enforcement Fund must be provided to the Administrative Finance Bureau at the DOL within 30 days of the end of each month or on a payment schedule mutually agreed upon with DOL.

Reports should contain the following information:

- Name and billing address of State agency or public benefit corporation;
- State agency or public benefit corporation contact and phone number;
- Name and address of contractor receiving the award;
- Contract number and effective dates;
- Contract amount and PWEF assessment charge (if contract amount has been amended, reflect increase or decrease to original contract and the adjustment in the PWEF charge); and
- Brief description of the work to be performed under each contract.

Checks and Journal Vouchers, payable to the "New York State Department of Labor" should be sent to:

Department of Labor
Administrative Finance Bureau-PWEF Unit
Building 12, Room 464
State Office Campus
Albany, NY 12240

Any questions regarding billing should be directed to NYSDOL's Administrative Finance Bureau-PWEF Unit at (518) 457-3624 and any questions regarding Public Work Contracts should be directed to the Bureau of Public Work at (518) 457-5589.

Required Notice under Article 25-B of the Labor Law

**Attention All Employees, Contractors and Subcontractors:
You are Covered by the Construction Industry Fair Play Act**

The law says that you are an employee unless:

- You are free from direction and control in performing your job, **and**
- You perform work that is not part of the usual work done by the business that hired you, **and**
- You have an independently established business.

Your employer cannot consider you to be an independent contractor unless all three of these facts apply to your work.

It is against the law for an employer to misclassify employees as independent contractors or pay employees off the books.

Employee Rights: If you are an employee, you are entitled to state and federal worker protections. These include:

- Unemployment Insurance benefits, if you are unemployed through no fault of your own, able to work, and otherwise qualified,
- Workers' compensation benefits for on-the-job injuries,
- Payment for wages earned, minimum wage, and overtime (under certain conditions),
- Prevailing wages on public work projects,
- The provisions of the National Labor Relations Act, and
- A safe work environment.

It is a violation of this law for employers to retaliate against anyone who asserts their rights under the law. Retaliation subjects an employer to civil penalties, a private lawsuit or both.

Independent Contractors: If you are an independent contractor, **you must pay all taxes and Unemployment Insurance contributions required by New York State and Federal Law.**

Penalties for paying workers off the books or improperly treating employees as independent contractors:

- **Civil Penalty** First offense: Up to \$2,500 per employee
 Subsequent offense(s): Up to \$5,000 per employee
- **Criminal Penalty** First offense: Misdemeanor - up to 30 days in jail, up to a \$25,000 fine and debarment from performing public work for up to one year.
 Subsequent offense(s): Misdemeanor - up to 60 days in jail or up to a \$50,000 fine and debarment from performing public work for up to 5 years.

If you have questions about your employment status or believe that your employer may have violated your rights and you want to file a complaint, call the Department of Labor at (866) 435-1499 or send an email to dol.misclassified@labor.ny.gov. All complaints of fraud and violations are taken seriously. You can remain anonymous.

Employer Name:

IA 999 (09/16)

Attention Employees

THIS IS A: PUBLIC WORK PROJECT

If you are employed on this project as a **worker, laborer, or mechanic** you are entitled to receive the **prevailing wage and supplements rate** for the classification at which you are working.

Chapter 629 of the Labor Laws of 2007:

These wages are set by law and must be posted at the work site. They can also be found at:
www.labor.ny.gov

If you feel that you have not received proper wages or benefits, please call our nearest office.*

| | | | |
|---------------|----------------|--------------|----------------|
| Albany | (518) 457-2744 | Patchogue | (631) 687-4882 |
| Binghamton | (607) 721-8005 | Rochester | (585) 258-4505 |
| Buffalo | (716) 847-7159 | Syracuse | (315) 428-4056 |
| Garden City | (516) 228-3915 | Utica | (315) 793-2314 |
| New York City | (212) 932-2419 | White Plains | (914) 997-9507 |
| Newburgh | (845) 568-5156 | | |

* For New York City government agency construction projects, please contact the Office of the NYC Comptroller at (212) 669-4443, or www.comptroller.nyc.gov – click on Bureau of Labor Law.

Contractor Name: _____

Project Location: _____

Requirements for OSHA 10 Compliance

Article 8 §220-h requires that when the advertised specifications, for every contract for public work, is \$250,000.00 or more the contract must contain a provision requiring that every worker employed in the performance of a public work contract shall be certified as having completed an OSHA 10 safety training course. The clear intent of this provision is to require that all employees of public work contractors, required to be paid prevailing rates, receive such training "prior to the performing any work on the project."

The Bureau will enforce the statute as follows:

All contractors and sub contractors must attach a copy of proof of completion of the OSHA 10 course to the first certified payroll submitted to the contracting agency and on each succeeding payroll where any new or additional employee is first listed.

Proof of completion may include but is not limited to:

- Copies of bona fide course completion card (*Note: Completion cards do not have an expiration date.*)
- Training roster, attendance record or other documentation from the certified trainer pending the issuance of the card.
- Other valid proof

**A certification by the employer attesting that all employees have completed such a course is not sufficient proof that the course has been completed.

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-457-5589.

WICKS

Public work projects are subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work, when the total project's threshold is \$3 million in Bronx, Kings, New York, Queens and, Richmond counties; \$1.5 million in Nassau, Suffolk and Westchester counties; and \$500,000 in all other counties.

For projects below the monetary threshold, bidders must submit a sealed list naming each subcontractor for the plumbing, HVAC and electrical and the amount to be paid to each. The list may not be changed unless the public owner finds a legitimate construction need, including a change in specifications or costs or the use of a Project Labor Agreement (PLA), and must be open to public inspection.

Allows the state and local agencies and authorities to waive the Wicks Law and use a PLA if it will provide the best work at the lowest possible price. If a PLA is used, all contractors shall participate in apprentice training programs in the trades of work it employs that have been approved by the Department of Labor (DOL) for not less than three years. They shall also have at least one graduate in the last three years and use affirmative efforts to retain minority apprentices. PLA's would be exempt from Wicks, but deemed to be public work subject to prevailing wage enforcement.

The Commissioner of Labor shall have the power to enforce separate specification requirements on projects, and may issue stop-bid orders against public owners for non-compliance.

Other new monetary thresholds, and similar sealed bidding for non-Wicks projects, would apply to certain public authorities including municipal housing authorities, NYC Construction Fund, Yonkers Educational Construction Fund, NYC Municipal Water Finance Authority, Buffalo Municipal Water Finance Authority, Westchester County Health Care Association, Nassau County Health Care Corp., Clifton-Fine Health Care Corp., Erie County Medical Center Corp., NYC Solid Waste Management Facilities, and the Dormitory Authority.

Contractors must pay subcontractors within a 7 days period.

(07.19)

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

This information is provided to assist you in the interpretation of particular requirements for each classification of worker contained in the attached Schedule of Prevailing Rates.

Classification

It is the duty of the Commissioner of Labor to make the proper classification of workers taking into account whether the work is heavy and highway, building, sewer and water, tunnel work, or residential, and to make a determination of wages and supplements to be paid or provided. It is the responsibility of the public work contractor to use the proper rate. If there is a question on the proper classification to be used, please call the district office located nearest the project. District office locations and phone numbers are listed below.

Prevailing Wage Schedules are issued separately for "General Construction Projects" and "Residential Construction Projects" on a county-by-county basis.

General Construction Rates apply to projects such as: Buildings, Heavy & Highway, and Tunnel and Water & Sewer rates.

Residential Construction Rates generally apply to construction, reconstruction, repair, alteration, or demolition of one family, two family, row housing, or rental type units intended for residential use.

Some rates listed in the Residential Construction Rate Schedule have a very limited applicability listed along with the rate. Rates for occupations or locations not shown on the residential schedule must be obtained from the General Construction Rate Schedule. Please contact the local Bureau of Public Work office before using Residential Rate Schedules, to ensure that the project meets the required criteria.

Payrolls and Payroll Records

Contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records.

Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury.

Paid Holidays

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

Overtime

At a minimum, all work performed on a public work project in excess of eight hours in any one day or more than five days in any workweek is overtime. However, the specific overtime requirements for each trade or occupation on a public work project may differ. Specific overtime requirements for each trade or occupation are contained in the prevailing rate schedules.

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays.

The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Supplemental Benefits

Particular attention should be given to the supplemental benefit requirements. Although in most cases the payment or provision of supplements is straight time for all hours worked, some classifications require the payment or provision of supplements, or a portion of the supplements, to be paid or provided at a premium rate for premium hours worked. Supplements may also be required to be paid or provided on paid holidays, regardless of whether the day is worked. The Overtime Codes and Notes listed on the particular wage classification will indicate these conditions as required.

Effective Dates

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. The rate listed is valid until the next effective rate change or until the new annual determination which takes effect on July 1 of each year. All contractors and subcontractors are required to pay the current prevailing rates of wages and supplements. If you have any questions please contact the Bureau of Public Work or visit the New York State Department of Labor website (www.labor.ny.gov) for current wage rate information.

Apprentice Training Ratios

The following are the allowable ratios of registered Apprentices to Journey-workers.

For example, the ratio 1:1,1:3 indicates the allowable initial ratio is one Apprentice to one Journeyworker. The Journeyworker must be in place on the project before an Apprentice is allowed. Then three additional Journeyworkers are needed before a second Apprentice is allowed. The last ratio repeats indefinitely. Therefore, three more Journeyworkers must be present before a third Apprentice can be hired, and so on.

Please call Apprentice Training Central Office at (518) 457-6820 if you have any questions.

| Title (Trade) | Ratio |
|--|---------|
| Boilermaker (Construction) | 1:1,1:4 |
| Boilermaker (Shop) | 1:1,1:3 |
| Carpenter (Bldg.,H&H, Pile Driver/Dockbuilder) | 1:1,1:4 |
| Carpenter (Residential) | 1:1,1:3 |
| Electrical (Outside) Lineman | 1:1,1:2 |
| Electrician (Inside) | 1:1,1:3 |
| Elevator/Escalator Construction & Modernizer | 1:1,1:2 |
| Glazier | 1:1,1:3 |
| Insulation & Asbestos Worker | 1:1,1:3 |
| Iron Worker | 1:1,1:4 |
| Laborer | 1:1,1:3 |
| Mason | 1:1,1:4 |
| Millwright | 1:1,1:4 |
| Op Engineer | 1:1,1:5 |
| Painter | 1:1,1:3 |
| Plumber & Steamfitter | 1:1,1:3 |
| Roofer | 1:1,1:2 |
| Sheet Metal Worker | 1:1,1:3 |
| Sprinkler Fitter | 1:1,1:2 |

If you have any questions concerning the attached schedule or would like additional information, please contact the nearest BUREAU of PUBLIC WORK District Office or write to:

New York State Department of Labor
 Bureau of Public Work
 State Office Campus, Bldg. 12
 Albany, NY 12240

| District Office Locations: | Telephone # | FAX # |
|--|--------------|--------------|
| Bureau of Public Work - Albany | 518-457-2744 | 518-485-0240 |
| Bureau of Public Work - Binghamton | 607-721-8005 | 607-721-8004 |
| Bureau of Public Work - Buffalo | 716-847-7159 | 716-847-7650 |
| Bureau of Public Work - Garden City | 516-228-3915 | 516-794-3518 |
| Bureau of Public Work - Newburgh | 845-568-5287 | 845-568-5332 |
| Bureau of Public Work - New York City | 212-932-2419 | 212-775-3579 |
| Bureau of Public Work - Patchogue | 631-687-4882 | 631-687-4902 |
| Bureau of Public Work - Rochester | 585-258-4505 | 585-258-4708 |
| Bureau of Public Work - Syracuse | 315-428-4056 | 315-428-4671 |
| Bureau of Public Work - Utica | 315-793-2314 | 315-793-2514 |
| Bureau of Public Work - White Plains | 914-997-9507 | 914-997-9523 |
| Bureau of Public Work - Central Office | 518-457-5589 | 518-485-1870 |

Westchester County General Construction

Boilermaker **07/01/2021**

JOB DESCRIPTION Boilermaker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2021

| | |
|-----------------------|----------|
| Boilermaker | \$ 63.38 |
| Repairs & Renovations | 63.38 |

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2021

| | |
|-----------------------|---------------|
| Boilermaker | 32% of hourly |
| Repair \$ Renovations | Wage Paid |
| | + \$ 25.38 |

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

Repairs & Renovation Includes replacement of parts and repairs & renovation of existing unit.

OVERTIME PAY

See (D, O) on OVERTIME PAGE
 Repairs & Renovation see (B,E,Q)

HOLIDAY

Paid: See (8, 16, 23, 24) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 11, 12, 15, 16, 22, 23, 24, 25) on HOLIDAY PAGE

NOTE: *Employee must work in pay week to receive Holiday Pay.
 **Employee gets 4 times the hourly wage rate for working Labor Day.

REGISTERED APPRENTICES

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

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

Supplemental Benefits Per Hour:

| | |
|---------------|----------------|
| | 07/01/2021 |
| Apprentice(s) | 32% of Hourly |
| | Wage Paid Plus |
| | Amount Below |

| | |
|----------|----------|
| 1st Term | \$ 19.41 |
| 2nd Term | 20.26 |
| 3rd Term | 21.11 |
| 4th Term | 21.96 |
| 5th Term | 22.82 |
| 6th Term | 23.68 |
| 7th Term | 24.52 |

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

4-5

Carpenter **07/01/2021**

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2021

| | |
|-------------|----------|
| Piledriver | \$ 56.93 |
| Dockbuilder | \$ 56.93 |

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 53.33

OVERTIME PAY

See (B, E2, O) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

Apprentices See (5,6,11,13,25)

Overtime: See (5,6,11,13,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour

(1)year terms:

| 1st | 2nd | 3rd | 4th |
|---------|---------|---------|---------|
| \$23.37 | \$28.97 | \$37.35 | \$45.74 |

Supplemental benefits per hour:

All Terms: \$ 35.33

8-1556 Db

Carpenter

07/01/2021

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2021

Carpet/Resilient

Floor Coverer \$ 54.75

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

SUPPLEMENTAL BENEFITS

Per hour:

\$ 46.97

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE.

Paid for 1st & 2nd yr.

Apprentices See (5,6,11,13,16,18,19,25)

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

REGISTERED APPRENTICES

Wage per hour - (1) year terms:

| 1st | 2nd | 3rd | 4th |
|----------|----------|----------|----------|
| \$ 24.55 | \$ 27.55 | \$ 31.80 | \$ 39.68 |

Supplemental benefits per hour:

| 1st | 2nd | 3rd | 4th |
|----------|----------|----------|----------|
| \$ 16.19 | \$ 17.69 | \$ 21.29 | \$ 23.29 |

8-2287

Carpenter

07/01/2021

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2021

Marine Construction:

Marine Diver \$ 71.80
Marine Tender 51.04

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker \$ 53.33

OVERTIME PAY

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

HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE
Overtime: See (5, 6, 10, 11, 13, 16, 18, 19) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:
One (1) year terms.

1st year \$ 23.37
2nd year 28.97
3rd year 37.35
4th year 45.74

Supplemental Benefits
Per Hour:

All terms \$ 35.33

8-1456MC

Carpenter

07/01/2021

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2021

Building
Millwright \$ 57.00

SUPPLEMENTAL BENEFITS

Per hour:

Millwright \$ 54.60

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (18,19) on HOLIDAY PAGE.

Overtime See (5,6,8,11,13,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour:
One (1) year terms:

| | | | |
|---------|---------|---------|---------|
| 1st. | 2nd. | 3rd. | 4th. |
| \$30.74 | \$36.19 | \$41.64 | \$52.54 |

Supplemental benefits per hour:
One (1) year terms:

| | | | |
|------|------|------|------|
| 1st. | 2nd. | 3rd. | 4th. |
|------|------|------|------|

\$35.03 \$38.73 \$43.08 \$49.84

8-740.1

Carpenter **07/01/2021**

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per Hour:

07/01/2021

Timberman

\$ 52.05

SUPPLEMENTAL BENEFITS

Per Hour:

07/01/2021

\$ 52.78

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

Apprentices See (5,6,11,13,25)

Overtime:

See (5,6,11,13,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms:

| | | | |
|---------|---------|---------|---------|
| 1st | 2nd | 3rd | 4th |
| \$21.42 | \$26.53 | \$34.18 | \$41.84 |

Supplemental benefits per hour:

All terms \$ 35.06

8-1556 Tm

Carpenter **07/01/2021**

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Orange: South of but including the following, Waterloo Mills, Slate Hill, New Hampton, Goshen, Blooming Grove, Mountainville, east to the Hudson River.

Putnam: South of but including the following, Cold Spring, TompkinsCorner, Mahopac, Croton Falls, east to Connecticut border.

Suffolk: West of Port Jefferson and Patchogue Road to Route 112 to the Atlantic Ocean.

WAGES

Per hour:

07/01/2021

10/18/2021

Core Drilling:

Driller

\$ 41.74

\$ 42.27

Driller Helper

32.92

33.47

Note: Hazardous Waste Pay Differential:

For Level C, an additional 10% above wage rate per hour

For Level B, an additional 10% above wage rate per hour

For Level A, an additional 10% above wage rate per hour

Note: When required to work on water: an additional \$ 0.50 per hour.

SUPPLEMENTAL BENEFITS

Per hour:

Driller and Helper

\$ 29.40

\$ 30.60

OVERTIME PAY

OVERTIME: See (B,E,K*,P,R**) on OVERTIME PAGE.

HOLIDAY

Paid: See (5,6) on HOLIDAY PAGE.
 Overtime: * See (5,6) on HOLIDAY PAGE.
 ** See (8,10,11,13) on HOLIDAY PAGE.

8-1536-CoreDriller

Carpenter - Building / Heavy&Highway **07/01/2021**

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES
 Putnam, Rockland, Westchester

WAGES

WAGES:(per hour) 07/01/2021

BUILDING/HEAVY & HIGHWAY/TUNNEL:
 Carpenter
 Base Wage \$ 37.69
+ \$7.63*

*For all hours paid straight or premium.

SHIFT DIFFERENTIAL: When it is mandated by a Government Agency irregular or off shift can be worked. The Carpenter shall receive an additional fifteen percent (15%) of wage plus applicable benefits.

NOTE:Carpenters employed in the removal or abatement of asbestos or any toxic or hazardous material or required to work near asbestos or any toxic or hazardous material and required to wear protective equipment shall receive two (2) hours extra pay per day, plus applicable supplemental benefits.

SUPPLEMENTAL BENEFITS

Per hour:
Journeyworker \$ 31.91

OVERTIME PAY

BUILDING:
 See (B, E, Q) on OVERTIME PAGE.

HEAVY&HIGHWAY/TUNNEL:
 See (B, E, P, *R, **T, X) on OVERTIME PAGE.

*R applies to Heavy&Highway/Tunnel Overtime Holiday Code 25 with benefits at straight time rate.
 **T applies to Heavy&Highway/Tunnel Overtime Holiday Codes 5 & 6 with benefits at straight time rate.

HOLIDAY

BUILDING:
 Paid: See (1) on HOLIDAY PAGE.
 Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE.
 Holidays that fall on Sunday will be observed Monday.

HEAVY&HIGHWAY/TUNNEL:
 Paid: See (5, 6, 25) on HOLIDAY PAGE including benefits.
 Overtime: See (5, 6, 25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

1 year terms at the following wage rates:

| | | | | |
|-------------------------------|----------|----------|----------|----------|
| Indentured before July 1 2016 | | | | |
| 1st | 2nd | 3rd | 4th | |
| \$ 18.85 | \$ 22.61 | \$ 26.38 | \$ 30.15 | |
| +3.57* | +3.57* | +3.57* | +3.57* | |
| Indentured after July 1 2016 | | | | |
| 1st | 2nd | 3rd | 4th | 5th |
| \$ 18.85 | \$ 22.61 | \$ 24.50 | \$ 26.38 | \$ 30.15 |
| +3.57* | +3.57* | +3.57* | +3.57* | +3.57* |

*For all hours paid straight or premium

SUPPLEMENTAL BENEFITS per hour:

All terms \$ 16.28

11-279.1B/HH

Electrician **07/01/2021**

JOB DESCRIPTION Electrician

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2021

Service Technician \$ 34.40

Service and Maintenance on Alarm and Security Systems.

Maintenance, repair and /or replacement of defective (or damaged) equipment on, but not limited to, Burglar - Fire - Security - CCTV - Card Access - Life Safety Systems and associated devices. (Whether by service contract of T&M by customer request.)

SUPPLEMENTAL BENEFITS

Per hour:
 Journeyworker: \$ 19.32

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 11, 15, 16, 17, 25, 26) on HOLIDAY PAGE
 Overtime: See (5, 6, 11, 15, 16, 17, 25, 26) on HOLIDAY PAGE

9-3H

Electrician **07/01/2021**

JOB DESCRIPTION Electrician

DISTRICT 8

ENTIRE COUNTIES

Westchester

WAGES

Per hour: 07/01/2021 04/21/2022

*Electrician/A-Technician \$ 53.75 \$ 53.75

Teledata 53.75 53.75

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

Note: On a job where employees are required to work on bridges over navigable waters, transmission towers, light poles, bosun chairs, swinging scaffolds , etc. 40 feet or more above the water or ground or under compressed air, or tunnel projects under construction or where assisted breathing apparatus is required, they will be paid at the rate of time and one-half for such work except on normal pole line or building construction work.

SUPPLEMENTAL BENEFITS

Per hour:
 Journeyworker \$ 52.73 \$ 54.39

OVERTIME PAY

See (A, G, *J, P) on OVERTIME PAGE

*NOTE: Emergency work on Sunday and Holidays is at the time and one-half overtime rate.

HOLIDAY

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

REGISTERED APPRENTICES

(1) year terms at the following wage rates:

| | 07/01/2021 | 01/01/2022 | 04/21/2022 |
|------------------|------------|------------|------------|
| 1st term | \$ 14.00 | \$ 15.00 | \$ 15.00 |
| 2nd term | 16.00 | 16.00 | 16.00 |
| 3rd term | 18.00 | 18.00 | 18.00 |
| 4th term | 20.00 | 20.00 | 20.00 |
| MIJ 1-12 months | 24.00 | 24.00 | 25.00 |
| MIJ 13-18 months | 27.50 | 27.50 | 28.50 |

Supplemental Benefits per hour:

| | 07/01/2021 | 04/21/2022 |
|------------------|------------|------------|
| 1st term | \$ 10.15 | \$ 10.82 |
| 2nd term | 13.05 | 13.05 |
| 3rd term | 14.39 | 14.39 |
| 4th term | 15.72 | 15.72 |
| MIJ 1-12 months | 13.39 | 13.49 |
| MIJ 13-18 months | 13.76 | 13.87 |

8-3/W

Electrician

07/01/2021

JOB DESCRIPTION Electrician

DISTRICT 8

ENTIRE COUNTIES

Westchester

WAGES

| | 07/01/2021 | 04/21/2022 |
|----------------|------------|------------|
| Electrician -M | \$ 27.50 | \$28.50 |
| H - Telephone | \$ 27.50 | \$28.50 |

All work with a base bid amount of \$325,000 or less. Including repairs and /or replacement of defective electrical and teledata equipment, all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls, and washing and cleaning of foregoing fixtures.

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

SUPPLEMENTAL BENEFITS

| | 07/01/2021 | 04/21/2022 |
|--------------------------------|------------|------------|
| Electrician & H - Telephone | \$ 13.76 | \$13.87 |

OVERTIME PAY

See (B, G, *J, P) on OVERTIME PAGE

*Note: Emergency work on Sunday and Holidays is at the time and one-half overtime rate.

HOLIDAY

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

8-3m

Elevator Constructor

07/01/2021

JOB DESCRIPTION Elevator Constructor

DISTRICT 4

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Rockland: Entire County except for the Township of Stony Point

Westchester: Entire County except for the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

WAGES

| Per hour: | 07/01/2021 | 03/17/2022 |
|-----------------------------------|------------|------------|
| Elevator Constructor | \$ 72.29 | \$ 75.14 |
| Modernization & Service/Repair | 56.77 | 59.09 |

Four(4), ten(10) hour days may be worked at straight time during a week, Monday thru Friday.

NOTE- In order to use the '4 Day/10 Hour Work Schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 IS NOT SUBMITTED you will be liable for overtime payments for work over the allotted hours per day listed.

SUPPLEMENTAL BENEFITS

Per Hour:

| | | |
|---------------------------------|----------|-----------|
| Elevator Constructor | \$ 41.92 | \$ 43.914 |
| Modernization & Service/Repairs | 41.082 | 42.787 |

OVERTIME PAY

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

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

HOLIDAY

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

REGISTERED APPRENTICES

WAGES PER HOUR:

*Note: 1st Term is based on Average wage of Constructor & Modernization.
 Terms 2 thru 4 Based on Journeymans wage of classification Working in.

1 YEAR TERMS:

| | | | |
|-----------|----------|----------|----------|
| 1st Term* | 2nd Term | 3rd Term | 4th Term |
| 50% | 55% | 65% | 75% |

SUPPLEMENTAL BENEFITS

| | | | |
|----------------------|----------|--|-----------|
| Elevator Constructor | | | |
| 1st Term | \$ 34.05 | | \$ 34.772 |
| 2nd Term | 34.91 | | 35.606 |
| 3rd Term | 36.30 | | 37.052 |
| 4th Term | 37.70 | | 38.497 |

Modernization & Service/Repair

| | | | |
|----------|----------|--|-----------|
| 1st Term | \$ 34.00 | | \$ 34.672 |
| 2nd Term | 34.50 | | 35.195 |
| 3rd Term | 35.83 | | 36.571 |
| 4th Term | 37.15 | | 37.938 |

4-1

| | |
|-----------------------------|-------------------|
| Elevator Constructor | 07/01/2021 |
|-----------------------------|-------------------|

JOB DESCRIPTION Elevator Constructor

DISTRICT 1

ENTIRE COUNTIES

Columbia, Dutchess, Greene, Orange, Putnam, Sullivan, Ulster

PARTIAL COUNTIES

Delaware: Towns of Andes, Bovina, Colchester, Davenport, Delhi, Harpersfield, Hemdon, Kortright, Meredith, Middletown, Roxbury, Hancock & Stamford

Rockland: Only the Township of Stony Point.

Westchester: Only the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

WAGES

| | | |
|----------|---------------------------|---------------------------|
| Per Hour | 07/01/2021 | 01/01/2022 |
| Mechanic | \$ 62.51 | \$ 64.63 |
| Helper | 70% of Mechanic Wage Rate | 70% of Mechanic Wage Rate |

Four (4), ten (10) hour days may be worked for New Construction and Modernization Work at straight time during a week, Monday thru Thursday or Tuesday thru Friday.

***Four (4), ten (10) hour days are not permitted for Contract Work/Repair Work

NOTE - In order to use the '4 Day/10 Hour Work Schedule' as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule', form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

| | | |
|----------|------------|------------|
| Per hour | 07/01/2021 | 01/01/2022 |
|----------|------------|------------|

Journeyman/Helper \$ 35.825* \$ 36.885*

(*)Plus 6% of regular hourly if less than 5 years of service. Plus 8% of regular hourly rate if more than 5 years of service.

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

Note: When a paid holiday falls on Saturday, it shall be observed on Friday. When a paid holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES

Wages per hour:

| | | | | |
|---------|---------|--------|--------|--------|
| 0-6 mo* | 6-12 mo | 2nd yr | 3rd yr | 4th yr |
| 50 % | 55 % | 65 % | 70 % | 80 % |

(*)Plus 6% of the hourly rate, no additional supplemental benefits.

Supplemental Benefits per hour worked:

Same as Journeyman/Helper

1-138

Glazier **07/01/2021**

JOB DESCRIPTION Glazier

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

| Per hour: | 7/01/2021 | 11/01/2021 |
|-----------------------------|-----------|------------|
| Glazier | \$ 58.60 | + \$1.25 |
| *Scaffolding | 59.55 | |
| Glass Tinting & Window Film | 29.60 | |
| **Repair & Maintenance | 29.60 | |

*Scaffolding includes swing scaffold, mechanical equipment, scissor jacks, man lifts, booms & buckets 24' or more, but not pipe scaffolding.

**Repair & Maintenance- All repair & maintenance work on a particular building, whenever performed, where the total cumulative contract value is under \$148,837. All Glass tinting, window film, regardless of material or intended use, and all affixing of decals to windows or glass.

SUPPLEMENTAL BENEFITS

| Per hour: | 7/01/2021 |
|-----------------------------|-----------|
| Journeyworker | \$ 36.04 |
| Glass tinting & Window Film | 21.19 |
| Repair & Maintenance | 21.19 |

OVERTIME PAY

See (B,H,V) on OVERTIME PAGE.

For 'Repair & Maintenance' and 'Glass Tinting & Window Film' see (B, B2, I, S) on overtime page.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (4, 6, 16, 25) on HOLIDAY PAGE

For 'Repair & Maintenance' and 'Glass Tinting & Window Film' Only

Paid: See(5, 6, 16, 25)
 Overtime: See(5, 6, 16, 25)

REGISTERED APPRENTICES

Wage per hour:
 (1) year terms at the following wage rates:

| | 7/01/2021 |
|----------|-----------|
| 1st term | \$ 20.72 |

| | |
|----------|-------|
| 2nd term | 28.66 |
| 3rd term | 34.67 |
| 4th term | 46.62 |

Supplemental Benefits:

(Per hour)

| | |
|----------|----------|
| 1st term | \$ 16.58 |
| 2nd term | 23.57 |
| 3rd term | 26.09 |
| 4th term | 30.91 |

8-1087 (DC9 NYC)

Insulator - Heat & Frost

07/01/2021

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Westchester

WAGES

| | | |
|------------------------------------|------------|------------|
| Per hour: | 07/01/2021 | 05/31/2022 |
| Insulator | \$ 56.25 | + \$ 2.00 |
| Discomfort & Additional Training** | 59.22 | + \$ 2.00 |
| Fire Stop Work* | 30.07 | + \$ 2.00 |

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

**Applies to work requiring: garb or equipment worn against the body not customarily worn by insulators; psychological evaluation; special training, including but not limited to "Yellow Badge" radiation training

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

SUPPLEMENTAL BENEFITS

Per hour:

| | |
|----------------------------------|----------|
| Journeyworker | \$ 35.10 |
| Discomfort & Additional Training | 37.06 |
| Fire Stop Work: Journeyworker | 17.90 |

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Note: Last working day preceding Christmas and New Years day, workers shall work no later than 12:00 noon and shall receive 8 hrs pay.

Overtime: See (2*, 4, 6, 16, 25) on HOLIDAY PAGE.

*Note: Labor Day triple time if worked.

REGISTERED APPRENTICES

(1) year terms:

Insulator Apprentices:

| | | | |
|----------|----------|----------|----------|
| 1st | 2nd | 3rd | 4th |
| \$ 30.07 | \$ 35.30 | \$ 40.54 | \$ 45.78 |

Discomfort & Additional Training Apprentices:

| | | | |
|----------|----------|----------|----------|
| 1st | 2nd | 3rd | 4th |
| \$ 31.55 | \$ 37.08 | \$ 42.61 | \$ 48.16 |

Supplemental Benefits paid per hour:

Insulator Apprentices:

| | |
|----------|----------|
| 1st term | \$ 17.90 |
|----------|----------|

| | |
|----------|-------|
| 2nd term | 21.35 |
| 3rd term | 24.79 |
| 4th term | 28.23 |

Discomfort & Additional Training Apprentices:

| | |
|----------|----------|
| 1st term | \$ 18.89 |
| 2nd term | 22.52 |
| 3rd term | 26.16 |
| 4th term | 29.80 |

8-91

Ironworker **07/01/2021**

JOB DESCRIPTION Ironworker

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2021

Ironworker Rigger \$ 67.99

Ironworker Stone
 Derrickman \$ 67.99

SUPPLEMENTAL BENEFITS

Per hour: \$ 41.44

OVERTIME PAY

See (B, D1, *E, Q, **V) on OVERTIME PAGE

*Time and one-half shall be paid for all work on Saturday up to eight (8) hours and double time shall be paid for all work thereafter.

** Benefits same premium as wages on Holidays only

HOLIDAY

Paid: See (18) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 25) on HOLIDAY PAGE

*Work stops at schedule lunch break with full day's pay.

REGISTERED APPRENTICES

Wage per hour:

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

| | 1st | 2nd | 3rd | 4th |
|------------|---------|---------|---------|---------|
| 07/01/2021 | \$33.55 | \$47.94 | \$53.34 | \$58.74 |

Supplemental benefits:

| Per hour: | | | | |
|------------|---------|---------|---------|---------|
| 07/01/2021 | \$21.18 | \$31.45 | \$31.45 | \$31.45 |

9-197D/R

Ironworker **07/01/2021**

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2021 01/01/2022
 Additional
 \$ 1.25

Ornamental \$ 46.15
 Chain Link Fence 46.15
 Guide Rail 46.15

SUPPLEMENTAL BENEFITS

Per hour:
 Journeyworker: \$ 60.05

OVERTIME PAY

See (B, B1, Q, V) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Apprentices hired before 8/31/2018:
 (1/2) year terms at the following percentage of Journeyman's wage.

5th Term 80%

Supplemental Benefits per hour:

5th Term 54.03

Apprentices Hired after 9/1/18:

1 year terms

1st Term \$ 20.63

2nd Term 24.22

3rd Term 27.80

4th Term 31.38

Supplemental Benefits per hour:

1st Term \$ 17.89

2nd Term 19.14

3rd Term 20.40

4th Term 21.66

4-580-Or

Ironworker

07/01/2021

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

PER HOUR:

07/01/2021

01/01/2022

Ironworker:

Structural \$ 54.20

Additional \$ 1.75/Hr.

Bridges

Machinery

SUPPLEMENTAL BENEFITS

PER HOUR PAID:

Journeyman \$ 82.35

OVERTIME PAY

See (B, B1, Q, *V) on OVERTIME PAGE

*NOTE: Benefits are calculated for every hour paid

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 18, 19) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES PER HOUR:

6 month terms at the following rate:

1st \$28.21

2nd \$28.81

3rd - 6th \$29.42

Supplemental Benefits

PER HOUR PAID:

All Terms \$56.90

4-40/361-Str

Ironworker

07/01/2021

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Rockland: Southern section - south of Convent Road and east of Blue Hills Road.

WAGES

Per hour: 07/01/2021

Reinforcing & Metal Lathing \$ 56.25

"Base" Wage \$ 54.70
 plus \$ 1.55

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

SUPPLEMENTAL BENEFITS

Per hour:
 Reinforcing & Metal Lathing \$ 38.30

OVERTIME PAY

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

*Only \$22.00 per Hour for non worked hours

Supplemental Benefit Premiums for Overtime Hours worked:

Time & One Half \$ 45.08
 Double Time \$ 51.33

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 11, 13, 18, 19, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year terms at the following wage rates:

| 1st term | 2nd term | 3rd term | 4th Term |
|--|-------------------------|-------------------------|-------------------------|
| Wage Per Hour: \$ 22.55 | \$ 28.38 | \$ 34.68 | \$ 37.18 |
| "Base" Wage \$ 21.00 plus \$1.55 | \$ 26.80 plus \$1.58 | \$ 33.10 plus \$1.58 | \$ 35.60 plus \$1.58 |

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

SUPPLEMENTAL BENIFITS

| 1st term | 2nd term | 3rd term | 4th Term |
|-----------------------|----------|----------|----------|
| Per Hour: \$ 18.17 | \$ 21.34 | \$ 22.00 | \$ 20.50 |

4-46Reinf

Laborer - Building 07/01/2021

JOB DESCRIPTION Laborer - Building

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

WAGES

07/01/2021

Laborer \$ 36.40
 plus \$5.05**

Laborer - Asbestos & Hazardous Materials Removal \$ 43.10*

* Abatement/Removal of:

- Lead based or lead containing paint on materials to be repainted is classified as Painter.
- Asbestos containing roofs and roofing material is classified as Roofer.

** This portion is not subject to overtime premium.

NOTE: Upgrade/Material condition work plan for work performed during non-outage under a wage formula of 90% wage/100% fringe benefits at nuclear power plants.

SUPPLEMENTAL BENEFITS

Per hour: 07/01/2021

Journeyworker \$ 27.50

OVERTIME PAY

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

*Note: For Sundays and Holidays worked benefits are at the same premium as wages.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

LABORER ONLY

Hourly terms at the following wage:

| Level A | Level B | Level C | Level D |
|----------|-----------|-----------|-----------|
| 0-1000 | 1001-2000 | 2001-3000 | 3001-4000 |
| \$ 21.04 | \$ 24.86 | \$ 28.69 | \$ 32.51 |

Supplemental Benefits per hour:

Apprentices
 All terms \$ 21.15

8-235/B

Laborer - Heavy&Highway

07/01/2021

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

WAGES

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

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

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

GROUP III: Pavement Breakers, Jeeper Operator, Jack Hammer, Pneumatic Tools (all), Gas Driller, Guniting, Railroad Spike Puller, Pipelayer, Chain Saw, Deck winches on scows, Power Buggy Operator, Power Wheelbarrow Operator, Bar Person Helper, Compressed Air lance, Water Jet Lance.

GROUP IV: Concrete Laborers, Asph. Worker, Rock Scaler, Vibrator Oper., Bit Grinder, Air Tamper, Pumps, Epoxy (adhesives, fillers and troweled on), Barco Rammer, Concrete Grinder, Crack Router Operator, Guide Rail-digging holes and placing concrete and demolition when not to be replaced, distribution of materials and tightening of bolts.

GROUP V: Drillers Helpers, Common Laborer, Mason Tenders, Signal Person, Pit Person, Truck Spotter, Powder Person, Landscape/Nursery Person, Dump Person, Temp. Heat.

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

Wages:(per hour) 07/01/2021

| | |
|-----------|----------|
| GROUP I | \$45.65* |
| GROUP II | 44.30* |
| GROUP III | 43.90* |
| GROUP IV | 43.55* |

| | |
|----------------------|--------|
| GROUP V | 43.20* |
| GROUP VIA | 45.20* |
| Operator Qualified | |
| Gas Mechanic(A Mech) | 55.65* |
| Flagperson | 36.85* |

*NOTE: To calculate overtime premiums, deduct \$0.10 from above wages

SHIFT WORK: A shift premium will be paid on Public Work contracts for off-shift or irregular shift work when mandated by the NYS D.O.T. or other Governmental Agency contracts. Employees shall receive an additional 15% per hour above current rate for all regular and irregular shift work. Premium pay shall be calculated using the 15% per hour differential as base rate.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker:

| | |
|----------------|---------|
| First 40 Hours | |
| Per Hour | \$26.10 |
| Over 40 Hours | |
| Per Hour | 19.85 |

OVERTIME PAY

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

HOLIDAY

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

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

NOTE: For Holiday Overtime: 5, 6 - Code 'S' applies
 For Holiday Overtime: 8, 15, 25, 26 - Code 'R' applies

REGISTERED APPRENTICES

| | 1st term | 2nd term | 3rd term | 4th term |
|------------|-----------|--------------|--------------|--------------|
| | 1-1000hrs | 1001-2000hrs | 2001-3000hrs | 3001-4000hrs |
| 07/01/2021 | \$ 24.56 | \$ 28.98 | \$ 33.40 | \$ 37.72 |

Supplemental Benefits per hour:

| | |
|----------|-----------------------------------|
| 1st term | \$ 4.70 - After 40 hours: \$ 4.45 |
| 2nd term | \$ 4.80 - After 40 hours: \$ 4.45 |
| 3rd term | \$ 5.30 - After 40 hours: \$ 4.85 |
| 4th term | \$ 5.85 - After 40 hours: \$ 5.35 |

8-60H/H

Laborer - Tunnel

07/01/2021

JOB DESCRIPTION Laborer - Tunnel

DISTRICT 11

ENTIRE COUNTIES

Columbia, Dutchess, Greene, Orange, Otsego, Putnam, Rockland, Sullivan, Ulster, Westchester

PARTIAL COUNTIES

Chenango: Townships of Columbus, Sherburne and New Berlin.

Delaware: Townships of Andes, Bovina, Middletown, Roxbury, Franklin, Hamden, Stamford, Delhi, Kortright, Harpersfield, Merideth and Davenport.

WAGES

Class 1: All support laborers/sandhogs working above the shaft or tunnel.

Class 2: All laborers/sandhogs working in the shaft or tunnel.

Class 4: Safety Miners

Class 5: Site work related to Shaft/Tunnel

WAGES: (per hour)

| | 07/01/2021 | 07/01/2022 |
|---------|------------|------------|
| Class 1 | \$ 51.95 | \$ 53.45 |
| Class 2 | 54.10 | 55.60 |
| Class 4 | 60.50 | 62.00 |
| Class 5 | 43.50 | 44.80 |

Toxic and hazardous waste, lead abatement and asbestos abatement work will be paid an additional \$ 3.00 an hour.

SHIFT DIFFERENTIAL...On all Government mandated irregular shift work:

- Employee shall be paid at time and one half the regular rate Monday through Friday.
- Saturday shall be paid at 1.65 times the regular rate.
- Sunday shall be paid at 2.15 times the regular rate.

SUPPLEMENTAL BENEFITS

Per hour:

| | | |
|-----------|----------|----------|
| Benefit 1 | \$ 33.25 | \$ 34.45 |
| Benefit 2 | 49.81 | 51.60 |
| Benefit 3 | 66.35 | 68.75 |

Benefit 1 applies to straight time hours, paid holidays not worked.

Benefit 2 applies to over 8 hours in a day (M-F), irregular shift work hours worked, and Saturday hours worked.

Benefit 3 applies to Sunday and Holiday hours worked.

OVERTIME PAY

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

HOLIDAY

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

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

When a recognized Holidays falls on Saturday or Sunday, holidays falling on Saturday shall be recognized or observed on Friday and holidays falling on Sunday shall be recognized or observed on Monday. Employees ordered to work on the Saturday or Sunday of the holiday or on the recognized or the observed Friday or Monday for those holidays falling on Saturday or Sunday shall receive double time the established rate and benefits for the holiday.

REGISTERED APPRENTICES

FOR APPRENTICE RATES, refer to the appropriate Laborer Heavy & Highway wage rate contained in the wage schedule for the County and location where the work is to be performed.

11-17/60/235/754Tun

Lineman Electrician

07/01/2021

JOB DESCRIPTION Lineman Electrician

DISTRICT 6

ENTIRE COUNTIES

Westchester

WAGES

Below rates apply to electrical overhead and underground distribution and maintenance work and overhead and underground transmission line work, electrical substations, switching structures, continuous pipe-type underground fluid or gas filled transmission conduit and cable installations, maintenance jobs or projects, railroad catenary installations and maintenance, third rail installations, the bonding of rails and the installation of fiber optic cable. (Ref #14.04.01)

Includes Teledata Work performed within ten (10) feet of high voltage (600 volts or over) transmission lines.

| Per hour: | 07/01/2021 | 05/02/2022 | 05/01/2023 | 05/06/2024 |
|-------------------------|------------|------------|------------|------------|
| Lineman, Tech, Welder | \$ 57.71 | \$ 59.01 | \$ 60.41 | \$ 61.91 |
| Crane, Crawler Backhoe | 57.71 | 59.01 | 60.41 | 61.91 |
| Cable Splicer-Pipe Type | 63.48 | 64.91 | 66.45 | 68.10 |
| Digging Mach Operator | 51.94 | 53.11 | 54.37 | 55.72 |
| Cert. Welder-Pipe Type | 60.60 | 61.96 | 63.43 | 65.01 |
| Tractor Trailer Driver | 49.05 | 50.16 | 51.35 | 52.62 |
| Groundman, Truck Driver | 46.17 | 47.21 | 48.33 | 49.53 |
| Equipment Mechanic | 46.17 | 47.21 | 48.33 | 49.53 |
| Flagman | 34.63 | 35.41 | 36.25 | 37.15 |

Additional \$1.00 per hour for entire crew when a helicopter is used.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

| | |
|-----------|---|
| 1ST SHIFT | 8:00 AM TO 4:30 PM REGULAR RATE |
| 2ND SHIFT | 4:30 PM TO 1:00 AM REGULAR RATE PLUS 17.3% |
| 3RD SHIFT | 12:30 AM TO 9:00 AM REGULAR RATE PLUS 31.4% |

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

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

| | | | | |
|--|--|--|--|--|
| | \$25.40 *plus 7% of hourly Wage | \$ 25.90 *plus 7% of hourly wage | \$ 26.40 *plus 7% of hourly wage | \$ 26.90 *plus 7% of hourly wage |
| Journeyman Lineman or Equipment Operators with Crane License | \$ 26.40 *plus 7% of hourly wage | \$ 27.90 *plus 7% of hourly wage | \$ 29.40 *plus 7% of hourly wage | \$ 30.90 *plus 7% of hourly wage |

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

OVERTIME PAY

See (B, E, Q,) on OVERTIME PAGE. *Note* Double time for emergency work designated by the Dept of Jurisdiction.
 NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked.
 Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

Paid See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.
 Overtime See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

REGISTERED APPRENTICES

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

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

SUPPLEMENTAL BENEFITS per hour:

| | | | | |
|--|---------------------------------------|--|--|--|
| | 07/01/2021 | 05/02/2022 | 05/01/2023 | 05/06/2024 |
| | \$25.40 *plus 7% of hourly Wage | \$ 25.90 *plus 7% of hourly wage | \$ 26.40 *plus 7% of hourly wage | \$ 26.90 *plus 7% of hourly wage |

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

6-1249aWest

Lineman Electrician - Teledata 07/01/2021

JOB DESCRIPTION Lineman Electrician - Teledata

DISTRICT 6

ENTIRE COUNTIES

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

Per hour:

For outside work, stopping at first point of attachment (demarcation).

07/01/2021

| | |
|------------------------|----------|
| Cable Splicer | \$ 34.78 |
| Installer, Repairman | \$ 33.01 |
| Teledata Lineman | \$ 33.01 |
| Tech., Equip. Operator | \$ 33.01 |
| Groundman | \$ 17.50 |

NOTE: EXCLUDES Teledata work within ten (10) feet of High Voltage (600 volts and over) transmission lines. For this work please see LINEMAN.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED:

1ST SHIFT REGULAR RATE

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

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

| | | | | |
|--|--|--|--|--|
| | \$25.40 *plus 7% of hourly Wage | \$ 25.90 *plus 7% of hourly wage | \$ 26.40 *plus 7% of hourly wage | \$ 26.90 *plus 7% of hourly wage |
| Journeyman Lineman or Equipment Operators with Crane License | \$ 26.40 *plus 7% of hourly wage | \$ 27.90 *plus 7% of hourly wage | \$ 29.40 *plus 7% of hourly wage | \$ 30.90 *plus 7% of hourly wage |

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE. *Note* Double time for emergency work designated by the Dept. of Jurisdiction.

NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked.

Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

Paid: See (5, 6, 8, 13, 25) on HOLIDAY PAGE and Governor of NYS Election Day.

Overtime: See (5, 6, 8, 13, 25) on HOLIDAY PAGE and Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

REGISTERED APPRENTICES

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

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

SUPPLEMENTAL BENEFITS per hour:

| | | | |
|---------------------------------------|--|--|--|
| 07/01/2021 | 05/02/2022 | 05/01/2023 | 05/06/2024 |
| \$25.40 *plus 7% of hourly Wage | \$ 25.90 *plus 7% of hourly wage | \$ 26.40 *plus 7% of hourly wage | \$ 26.90 *plus 7% of hourly wage |

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

6-1249aWestLT

Mason - Building **07/01/2021**

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Nassau, Rockland, Suffolk, Westchester

WAGES

| | | | |
|--------------|------------|------------|------------|
| Per hour: | 07/01/2021 | 12/06/2021 | 06/06/2022 |
| | | Additional | Additional |
| Tile Setters | \$ 61.07 | \$ 0.48 | \$ 0.72 |

SUPPLEMENTAL BENEFITS

| | |
|-----------|-----------|
| Per Hour: | \$ 24.91* |
| | + \$10.01 |

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

OVERTIME PAY

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

Work beyond 10 hours on Saturday shall be paid at double the hourly wage rate.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wage per hour:

Tile Setters:
 (750 hour) term at the following wage rate:

| Term: | 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th |
|------------|---------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| | 1-750 | 751-1500 | 1501-2250 | 2251-3000 | 3001-3750 | 3751-4500 | 4501-5250 | 5251-6000 | 6001-6750 | 6501-7000 |
| 07/01/2021 | \$20.84 | \$25.66 | \$32.68 | \$37.50 | \$40.99 | \$44.30 | \$47.82 | \$52.63 | \$55.35 | \$59.34 |

Supplemental Benefits per hour:

| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th |
|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| \$12.55* | \$12.55* | \$15.16* | \$15.16* | \$16.16* | \$17.66* | \$18.66* | \$18.66* | \$16.66* | \$21.91* |
| +\$0.66 | +\$0.71 | +\$0.81 | +\$0.85 | +\$1.23 | +\$1.28 | +\$1.63 | +\$1.68 | +\$5.83 | +\$6.32 |

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

9-7/52A

Mason - Building **07/01/2021**

JOB DESCRIPTION Mason - Building

DISTRICT 11

ENTIRE COUNTIES
 Putnam, Rockland, Westchester

PARTIAL COUNTIES
 Orange: Only the Township of Tuxedo.

WAGES

Per hour:

| | 07/01/2021 | 06/01/2022 Additional | 06/01/2023 Additional |
|-----------------------|------------|--------------------------|--------------------------|
| Bricklayer | \$ 43.35 | \$ 2.39 | \$ 2.05 |
| Cement Mason | 43.35 | 2.39 | 2.05 |
| Plasterer/Stone Mason | 43.35 | 2.39 | 2.05 |
| Pointer/Caulker | 43.35 | 2.39 | 2.05 |

Additional \$1.00 per hour for power saw work
 Additional \$0.50 per hour for swing scaffold or staging work

SHIFT WORK: When shift work or an irregular work day is mandated or required by state, federal, county, local or other governmental agency contracts, the following premiums apply:

- Irregular work day requires 15% premium
- Second shift an additional 15% of wage plus benefits to be paid
- Third shift an additional 25% of wage plus benefits to be paid

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 36.05.

OVERTIME PAY

OVERTIME:

Cement Mason See (B, E, Q, W) on OVERTIME PAGE.
 All Others See (B, E, Q) on OVERTIME PAGE.

HOLIDAY

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

Whenever any of the above holidays fall on Sunday, they will be observed on Monday. Whenever any of the above holidays fall on Saturday, they will be observed on Friday.

REGISTERED APPRENTICES

Wages per hour:

750 hour terms at the following percentage of Journeyman's wage

| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th |
|-----|-----|-----|-----|-----|-----|-----|-----|
|-----|-----|-----|-----|-----|-----|-----|-----|

50% 55% 60% 65% 70% 75% 80% 85%

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

| | | | | | | | |
|-----|-----|-----|-----|-----|-----|-----|-----|
| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th |
| 50% | 55% | 60% | 65% | 70% | 75% | 80% | 85% |

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

11-5wp-b

Mason - Building

07/01/2021

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Building

| | | |
|--|------------|------------|
| | 07/01/2021 | 01/01/2022 |
|--|------------|------------|

Wages per hour:

| | | |
|----------------------------|----------|-----------------------|
| Mosaic & Terrazzo Mechanic | \$ 58.46 | Additional \$ 0.85 |
| Mosaic & Terrazzo Finisher | \$ 56.86 | |

SUPPLEMENTAL BENEFITS

Per hour:

| | |
|----------------------------|------------------------|
| Mosaic & Terrazzo Mechanic | \$ 26.11* + \$11.73 |
| Mosaic & Terrazzo Finisher | \$ 26.11* + \$11.71 |

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

OVERTIME PAY

See (A, E, Q) on OVERTIME PAGE

Deduct \$6.80 from hourly wages before calculating overtime.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

Easter Sunday is an observed holiday. Holidays falling on a Saturday will be observed on that Saturday. Holidays falling on a Sunday will be celebrated on the Monday.

REGISTERED APPRENTICES

Wages per hour:

(750 Hour) terms at the following wage rate.

| | | | | | | | | |
|------------|----------|----------|----------|----------|----------|----------|----------|----------|
| | 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th |
| 07/01/2021 | \$ 25.82 | \$ 28.40 | \$ 31.00 | \$ 33.58 | \$ 36.16 | \$ 38.74 | \$ 43.91 | \$ 49.08 |

Supplemental benefits per hour:

| | | | | | | | | |
|------------|---------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| 07/01/2021 | \$13.06* +\$9.27 | \$14.37* +\$10.19 | \$15.67* +\$11.12 | \$16.98* +\$12.04 | \$18.28* +\$12.97 | \$19.59* +\$13.90 | \$22.20* +\$15.75 | \$24.81* +\$17.60 |
|------------|---------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|

Apprentices hired after 07/01/2017:

Wages Per hour:

| | | | | | |
|------------|---------------|---------------|---------------|---------------|---------------|
| 1st | 2nd | 3rd | 4th | 5th | 6th |
| 0- 1500 | 1501- 3000 | 3001- 3750 | 3751- 4500 | 4501- 5250 | 5251- 6000 |

| | | | | | | |
|------------|----------|----------|----------|----------|----------|----------|
| 07/01/2021 | \$ 22.63 | \$ 29.10 | \$ 31.00 | \$ 36.16 | \$ 41.32 | \$ 46.48 |
|------------|----------|----------|----------|----------|----------|----------|

Supplemental Benefits per hour:

| | 1st | 2nd | 3rd | 4th | 5th | 6th |
|------------|---------|---------|----------|----------|----------|----------|
| 07/01/2021 | \$4.59* | \$5.90* | \$15.67* | \$18.28* | \$20.89* | \$23.50* |
| | +\$6.49 | +\$8.34 | +\$11.12 | +\$12.97 | +\$14.83 | +\$16.67 |

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

9-7/3

Mason - Building **07/01/2021**

JOB DESCRIPTION Mason - Building **DISTRICT 9**

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

WAGES
 Per hour: 07/01/2021 01/01/2022

Building-Marble Restoration: Additional

Marble, Stone & Terrazzo Polisher, etc \$ 46.16 \$ 1.10

SUPPLEMENTAL BENEFITS

Per Hour:
 Journeyworker:

Building-Marble Restoration:
 Marble, Stone & Polisher \$ 29.11

OVERTIME PAY
 See (B, *E, Q, V) on OVERTIME PAGE
 *ON SATURDAYS, 8TH HOUR AND SUCCESSIVE HOURS PAID AT DOUBLE HOURLY RATE.

HOLIDAY
 Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE
 1ST TERM APPRENTICE GETS PAID FOR ALL OBSERVED HOLIDAYS.

REGISTERED APPRENTICES

WAGES per hour:

900 hour term at the following wage:

| | 1st 1- 900 | 2nd 901- 1800 | 3rd 1801- 2700 | 4th 2701 |
|------------|------------------|---------------------|----------------------|-------------|
| 07/01/2021 | \$32.28 | \$36.91 | \$41.51 | \$46.16 |

Supplemental Benefits Per Hour:

| | | | | |
|------------|---------|---------|---------|---------|
| 07/01/2021 | \$26.47 | \$27.34 | \$28.29 | \$29.11 |
|------------|---------|---------|---------|---------|

9-7/24-MP

Mason - Building **07/01/2021**

JOB DESCRIPTION Mason - Building **DISTRICT 9**

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

WAGES
 Wages: 07/01/2021 01/03/2022

Marble Cutters & Setters \$ 61.73 Additional \$ 0.95

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker \$ 37.76

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wage Per Hour:

750 hour terms at the following wage.

| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th |
|----------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| 1-750 | 751-1500 | 1501-2250 | 2251-3000 | 3001-3750 | 3751-4500 | 4501-5250 | 5251-6000 | 6001-6751 | 6751-7500 |
| \$ 24.70 | \$ 27.77 | \$ 30.87 | \$ 33.94 | \$ 37.03 | \$ 40.11 | \$ 43.20 | \$ 46.29 | \$ 52.46 | \$ 58.64 |

Supplemental Benefits per hour:

| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th |
|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| \$ 20.01 | \$ 21.43 | \$ 22.83 | \$ 24.25 | \$ 25.65 | \$ 27.07 | \$ 28.47 | \$ 29.88 | \$ 32.70 | \$ 35.51 |

9-7/4

Mason - Building

07/01/2021

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Nassau, Rockland, Suffolk, Westchester

WAGES

| Per hour: | 07/01/2021 | 12/06/2021 | 06/06/2022 |
|---------------|------------|--------------------|--------------------|
| Tile Finisher | \$ 46.89 | Additional \$ 0.39 | Additional \$ 0.58 |

SUPPLEMENTAL BENEFITS

Per Hour:

\$ 21.91*
 + \$9.84

*This portion of benefits subject to same premium rate as shown for overtime wages

OVERTIME PAY

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

Work beyond 10 hours on a Saturday shall be paid at double the hourly wage rate.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

9-7/88A-tf

Mason - Building

07/01/2021

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

| Per hour: | 07/01/2021 | 01/01/2022 |
|---|------------|--------------------|
| Marble, Stone, etc. Maintenance Finishers: | \$ 26.73 | Additional \$ 0.68 |

Note 1: An additional \$2.00 per hour for time spent grinding floor using "60 grit" and below.

Note 2: Flaming equipment operator shall be paid an additional \$25.00 per day.

SUPPLEMENTAL BENEFITS

Per Hour:

Marble, Stone, etc
 Maintenance Finishers: \$ 14.00

OVERTIME PAY

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

*Double hourly rate after 8 hours on Saturday

HOLIDAY

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

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

1st term apprentice gets paid for all observed holidays.

REGISTERED APPRENTICES

WAGES per hour:

07/01/2021

| | |
|-----------|---------|
| 0-750 | \$21.37 |
| 751-1500 | \$22.09 |
| 1501-2250 | \$22.81 |
| 2251-3000 | \$23.52 |
| 3001-3750 | \$24.61 |
| 3751-4500 | \$26.04 |
| 4501+ | \$26.73 |

Supplemental Benefits:

Per hour:

| | |
|-----------|----------|
| 0-750 | \$ 11.24 |
| 751-1500 | \$ 11.60 |
| 1501-2250 | \$ 11.97 |
| 2251-3000 | \$ 12.35 |
| 3001-3750 | \$ 12.84 |
| 3751-4500 | \$ 13.63 |
| 4501+ | \$ 14.00 |

9-7/24M-MF

Mason - Building / Heavy&Highway

07/01/2021

JOB DESCRIPTION Mason - Building / Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2021 01/03/2022

| | | |
|-----------------|----------|--------------------|
| Marble-Finisher | \$ 48.87 | Additional \$ 0.61 |
|-----------------|----------|--------------------|

SUPPLEMENTAL BENEFITS

Journeyworker:
 per hour

Marble- Finisher \$ 35.25

OVERTIME PAY

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

HOLIDAY

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

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

** When an observed holiday falls on a Sunday, it will be observed the next day.

9-7/20-MF

Mason - Heavy&Highway

07/01/2021

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Putnam, Rockland, Westchester

PARTIAL COUNTIES

Orange: Only the Township of Tuxedo.

WAGES

Per hour:

| | 07/01/2021 | 06/01/2022 Additional | 06/01/2023 Additional |
|--------------------|------------|--------------------------|--------------------------|
| Bricklayer | \$ 43.85 | \$ 2.39 | \$ 2.05 |
| Cement Mason | 43.85 | 2.39 | 2.05 |
| Marble/Stone Mason | 43.85 | 2.39 | 2.05 |
| Plasterer | 43.85 | 2.39 | 2.05 |
| Pointer/Caulker | 43.85 | 2.39 | 2.05 |

Additional \$1.00 per hour for power saw work
 Additional \$0.50 per hour for swing scaffold or staging work

SHIFT WORK: When shift work or an irregular work day is mandated or required by state, federal, county, local or other governmental contracts, the following rates apply:

- Irregular work day requires 15% premium
- Second shift an additional 15% of wage plus benefits to be paid
- Third shift an additional 25% of wage plus benefits to be paid

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 36.05

OVERTIME PAY

Cement Mason See (B, E, Q, W, X)
 All Others See (B, E, Q, X)

HOLIDAY

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

Whenever any of the above holidays fall on Sunday, they will be observed on Monday. Whenever any of the above holidays fall on Saturday, they will be observed on Friday.

REGISTERED APPRENTICES

Wages per hour:

750 hour terms at the following percentage of Journeyman's wage

| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th |
|-----|-----|-----|-----|-----|-----|-----|-----|
| 50% | 55% | 60% | 65% | 70% | 75% | 80% | 85% |

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th |
|-----|-----|-----|-----|-----|-----|-----|-----|
| 50% | 55% | 60% | 65% | 70% | 75% | 80% | 85% |

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

11-5WP-H/H

Operating Engineer - Building

07/01/2021

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 9

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Dutchess: that part of Dutchess County lying south of the North City Line of the City of Poughkeepsie.

WAGES

NOTE:Construction surveying
 Party Chief--One who directs a survey party
 Instrument Man--One who runs the instrument and assists Party Chief.
 Rodman--One who holds the rod and assists the Survey Crew

Wages:(Per Hour) 07/01/2021

Building Construction:

| | |
|----------------|----------|
| Party Chief | \$ 76.09 |
| Instrument Man | \$ 60.41 |
| Rodman | \$ 41.11 |

Steel Erection:

| | |
|----------------|----------|
| Party Chief | \$ 79.02 |
| Instrument Man | \$ 62.89 |
| Rodman | \$ 44.03 |

**Heavy Construction-NYC counties only:
(Foundation, Excavation.)**

| | |
|----------------|----------|
| Party Chief | \$ 84.60 |
| Instrument man | \$ 63.79 |
| Rodman | \$ 54.52 |

SUPPLEMENTAL BENEFITS

| | |
|-----------------------|--------------------|
| Per Hour: | 07/01/2021 |
| Building Construction | \$ 24.40* +\$ 7.15 |
| Steel Erection | \$ 25.00* +\$ 7.15 |
| Heavy Construction | \$ 25.25* +\$ 7.15 |

* This portion subject to same premium as wages

| | |
|--|----------|
| Non-Worked Holiday Supplemental Benefit: | \$ 16.45 |
|--|----------|

OVERTIME PAY

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

Code "A" applies to Building Construction and has double the rate after 7 hours on Saturdays.

Code "B" applies to Heavy Construction and Steel Erection and had double the rate after 8 hours on Saturdays.

HOLIDAY

Paid: See (5, 6, 9, 11, 15, 16, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 9, 11, 15, 16, 25) on HOLIDAY PAGE

9-15Db

Operating Engineer - Building

07/01/2021

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

PARTIAL COUNTIES

Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 44 east to Route 343, then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

WAGES

GROUP I:

Cranes (All Types up to 49 tons), Boom Trucks, Cherry Pickers (All Types), Clamshell Crane, Derrick (Stone and Steel), Dragline, Franki Pile Rig or similar, High Lift (Lull or similar) with crane attachment and winch used for hoisting or lifting, Hydraulic Cranes, Pile Drivers, Potain and similar.

Cranes (All types 50-99 tons), Drill Rig Casa Grande (CAT or similar), Franki Pile Rig or similar, Hydraulic Cranes (All types including Crawler Cranes- No specific boom length).

Cranes (All types 100 tons and over), All Tower Cranes, All Climbing Cranes irrespective of manufacturer and regardless of how the same is rigged, Franki Pile Rig or similar, Conventional Cranes (All types including Crawler Cranes-No specific boom length), Hydraulic Cranes.

GROUP I-A: Barber Green Loader-Euclid Loader, Bulldozer, Carrier-Trailer Horse, Concrete Cleaning Decontamination Machine Operator, Concrete-Portable Hoist, Conway or Similar Mucking Machines, Elevator & Cage, Excavators all types, Front End Loaders, Gradall, Shovel, Backhoe, etc. (Crawler or Truck), Heavy Equipment Robotics Operator/Mechanic, Hoist Engineer-Material, Hoist Portable Mobile Unit, Hoist (Single, Double or Triple Drum), Horizontal Directional Drill Locator, Horizontal Directional Drill Operator and Jersey Spreader, Letourneau or Tournapull (Scrapers over 20 yards Struck), Lift Slab Console, etc., Lull HiLift or Similar, Master Environmental Maintenance Mechanics, Mucking Machines Operator/Mechanic or Similar Type, Overhead Crane, Pavement Breaker (Air Ram), Paver (Concrete), Post Hole Digger, Power House Plant, Road Boring Machine, Road Mix Machine, Ross Carrier and Similar Machines, Rubber tire double end backhoes and similar machines, Scoopmobile Tractor-Shovel Over 1.5 yards, Shovel (Tunnels), Spreader (Asphalt) Telephie (Cableway), Tractor Type Demolition Equipment, Trenching Machines-Vermeer Concrete Saw Trencher and Similar, Ultra High Pressure Waterjet Cutting Tool System, Vacuum Blasting Machine operator/mechanic, Winch Truck A Frame.

GROUP I-B: Compressor (Steel Erection), Mechanic (Outside All Types), Negative Air Machine (Asbestos Removal), Push Button (Buzz Box) Elevator.

GROUP II: Compactor Self-Propelled, Concrete Pump, Crane Operator in Training (Over 100 Tons), Grader, Machines Pulling Sheep's Foot Roller, Roller (4 ton and over), Scrapers (20 yards Struck and Under), Vibratory Rollers, Welder.

GROUP III-A: Asphalt Plant, Concrete Mixing Plants, Forklift (All power sources), Joy Drill or similar, Tractor Drilling Machine, Loader (1 1/2 yards and under), Portable Asphalt Plant, Portable Batch Plant, Portable Crusher, Skid Steer (Bobcat or similar), Stone Crusher, Well Drilling Machine, Well Point System.

GROUP III-B: Compressor Over 125 cu. Feet, Conveyor Belt Machine regardless of size, Compressor Plant, Ladder Hoist, Stud Machine.

GROUP IV-A: Batch Plant, Concrete Breaker, Concrete Spreader, Curb Cutter Machine, Finishing Machine-Concrete, Fine Grading Machine, Hepa Vac Clean Air Machine, Material Hopper (sand, stone, cement), Mulching Grass Spreader, Pump Gypsum etc, Pump-Plaster-GROUT-Fireproofing. Roller (Under 4 Ton), Spreading and Fine Grading Machine, Steel Cutting Machine, Siphon Pump, Tar Joint Machine, Television Cameras for Water, Sewer, Gas etc. Turbo Jet Burner or Similar Equipment, Vibrator (1 to 5).

GROUP IV-B: Compressor (all types), Heater (All Types), Fire Watchman, Lighting Unit (Portable & Generator) Pump, Pump Station (Water, Sewer, Portable, Temporary), Welding Machine (Steel Erection & Excavation).

GROUP V: Mechanics Helper, Motorized Roller (walk behind), Stock Attendant, Welder's Helper, Maintenance Engineer Crane (75 ton and over).

Group VI-A: Welder Certified

GROUP VI-B: Utility Man, Warehouse Man.

WAGES: (per hour)

| | 07/01/2021 | 3/7/2022 | 3/6/2023 |
|----------------------------|------------|----------|----------|
| GROUP I | | | |
| Cranes- up to 49 tons | \$ 63.86 | \$ 65.03 | \$ 66.23 |
| Cranes- 50 tons to 99 tons | 66.07 | 67.28 | 68.53 |
| Cranes- 100 tons and over | 75.37 | 76.77 | 78.21 |
| GROUP I-A | 55.96 | 56.97 | 58.01 |
| GROUP I-B | 51.60 | 52.52 | 53.48 |
| GROUP II | 54.00 | 54.98 | 55.70 |
| GROUP III-A | 52.04 | 52.97 | 53.94 |
| GROUP III-B | 49.56 | 50.44 | 51.35 |
| GROUP IV-A | 51.52 | 52.44 | 53.40 |
| GROUP IV-B | 43.62 | 44.38 | 45.17 |
| GROUP V | 47.00 | 47.83 | 48.69 |
| Group VI-A | 54.94 | 55.93 | 56.96 |
| GROUP VI-B | | | |
| Utility Man | 44.61 | 45.39 | 46.21 |
| Warehouse Man | 46.74 | 47.57 | 48.42 |

An additional 20% to wage when required to wear protective equipment on hazardous/toxic waste projects.
 Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional \$2.00 per hour.
 Engineers operating cranes with booms 149 feet or over in length will be paid an additional \$3.00 per hour.
 Loader operators over 5 cubic yard capacity additional .50 per hour.
 Shovel operators over 4 cubic yard capacity additional \$1.00 per hour.

SUPPLEMENTAL BENEFITS

Per hour:

| | 07/01/2021 | 03/07/2022 | 03/06/2023 |
|---------------|------------|------------|------------|
| Journeyworker | \$ 29.17 | \$ 29.87 | \$ 30.57 |

OVERTIME PAY

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

HOLIDAY

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

8-137B

Operating Engineer - Heavy&Highway

07/01/2021

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

PARTIAL COUNTIES

Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 44 east to Route 343, then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

WAGES

GROUP I: Boom Truck, Cherry Picker, Clamshell, Crane, (Crawler, Truck), Dragline, Drill Rig (Casa Grande, Cat, or Similar), Floating Crane (Crane on Barges) under 100 tons, Gin Pole, Hoist Engineer-Concrete (Crane-Derrick-Mine Hoist), Knuckle Boom Crane, Rough Terrain Crane.

GROUP I-A: Auger (Truck or Truck Mounted), Boat Captain, Bulldozer-All Sizes, Central Mix Plant Operator, Chipper (all types), Close Circuit T.V., Combination Loader/Backhoe, Compactor with Blade, Concrete Finishing Machine, Gradall, Grader (Motor Grader), Elevator & Cage (Materials or Passenger), Excavator (and all attachments), Front End Loaders (1 1/2 yards and over), High Lift Lull and similar, Hoist (Single, Double, Triple Drum), Hoist Portable Mobile Unit, Hoist Engineer (Material), Jack and Bore Machine, Log Skidders, Mill Machines, Mucking Machines, Overhead Crane, Paver (concrete), Post Pounder (of any type), Push Cats, Road Reclaimer, Robot Hammer (Brokk or similar), Robotic Equipment (Scope of Engineer Schedule), Ross Carrier and similar, Scrapers (20 yard struck and over), Side Boom, Slip Form Machine, Spreader (Asphalt), Trenching Machines (Telephies-Vermeer Concrete Saw), Tractor Type Demolition Equipment, Vacuum Truck. Vibratory Roller(Riding) or Roller used in mainline paving operations.

GROUP I-B: Asphalt Mobile Conveyor/Transfer Machine, Road Paver (Asphalt).

GROUP II-A: Ballast Regulators, Compactor Self Propelled, Fusion Machine, Rail Anchor Machines, Roller (4 ton and over), Scrapers (20 yard struck and under).

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

GROUP III: Air Tractor Drill, Asphalt Plant, Batch Plant, Boiler (High Pressure), Concrete Breaker (Track or Rubber Tire), Concrete Pump, Concrete Spreader, Excavator Drill, Farm Tractor, Forklift (all types), Gas Tapping (Live), Hydroseeder, Loader (1 1/2 yards and under), Locomotive (all sizes), Machine Pulling Sheeps Foot Roller, Portable Asphalt Plant, Portable Batch Plant, Portable Crusher (Apprentice), Powerhouse Plant, Roller (under 4 ton), Sheer Excavator, Skid Steer/Bobcat, Stone Crusher, Sweeper (with seat), Well Drilling Machine.

GROUP IV: Service Person (Grease Truck), Deckhand.

GROUP IV-B: Conveyor Belt Machine (Truck Mounted), Heater (all types), Lighting Unit (Portable), Maintenance Engineer (For Crane Only), Mechanics Helper, Pump (Fireproofing), Pumps-Pump Station/Water/Sewer/Gypsum/Plaster, etc., Pump Truck (Sewer Jet or Similar), Welders Helper, Welding Machine (Steel Erection), Well Point System.

GROUP V: All Tower Cranes-All Climbing Cranes and all cranes of 100-ton capacity or greater (3900 Manitowac or similar) irrespective of manufacturer and regardless of how the same is rigged, Hoist Engineer (Steel), Engineer-Pile Driver, Jersey Spreader, Pavement Breaker/Post Hole Digger.

| WAGES: Per hour: | 07/01/2021 | 03/07/2022 | 03/06/2023 |
|----------------------------------|------------|------------|------------|
| Group I | \$ 64.63 | \$ 65.97 | \$ 67.27 |
| Group I-A | 57.02 | 58.16 | 59.26 |
| Group I-B | 60.06 | 61.28 | 62.46 |
| Group II-A | 54.61 | 55.70 | 56.74 |
| Group II-B | 56.31 | 57.44 | 58.52 |
| Group III | 53.66 | 54.72 | 55.74 |
| Group IV | 48.80 | 49.74 | 50.63 |
| Group IV-B | 41.94 | 42.71 | 43.43 |
| Group V | | | |
| Engineer All Tower, Climbing and | | | |
| Cranes of 100 Tons | 73.18 | 74.73 | 76.24 |
| Hoist Engineer(Steel) | 66.29 | 67.67 | 69.01 |

| | | | |
|--|-------|-------|-------|
| Engineer(Pile Driver) | 70.67 | 72.16 | 73.61 |
| Jersey Spreader,Pavement Breaker (Air Ram)Post Hole Digger | 55.87 | 56.99 | 58.06 |

SHIFT DIFFERENTIAL:

A 15% premium on all hours paid, including overtime hours for 2nd, 3rd shifts on all government mandated off-shift work

Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional \$2.00 per hour over the rate listed in the Wage Schedule. Engineers operating cranes with booms 149 feet or over in length will be paid an additional \$3.00 per hour over the rate listed in the Wage Schedule. Loader and Excavator Operators: over 5 cubic yards capacity \$0.50 per hour over the rate listed in the Wage Schedule. Shovel Operators: over 4 cubic yards capacity \$1.00 per hour over the rate listed in the Wage Schedule.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday; Friday may be used as a make-up day.

NOTE - In order to use the 4 Day/10 Hour Work schedule Registration for Use of 4 Day/10 Hour Work Schedule,form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour:

| | | | |
|----------------|---|---|---|
| Journeyworker: | 07/01/2021 | 03/07/2022 | 03/06/2023 |
| | \$ 31.60 up to 40 Hours | \$ 32.60 up to 40 hours | \$ 33.75 up to 40 hours |
| | After 40 hours \$ 22.40* PLUS \$ 1.20 on all hours worked | After 40 hours \$ 23.40* PLUS \$ 1.20 on all hours worked | After 40 hours \$ 24.50* PLUS \$ 1.25 on all hours worked |

*This amount is subject to premium

OVERTIME PAY

See (B, E, E2, P, *R, **U) on OVERTIME PAGE

HOLIDAY

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

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

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

** For Holiday Codes 5 & 6 code U applies

Note: If employees are required to work on Easter Sunday they shall be paid at the rate of triple time.

REGISTERED APPRENTICES

(1)year terms at the following rate.

| | | | |
|---------------------------------|------------|------------|------------|
| | 07/01/2021 | 03/07/2022 | 03/06/2023 |
| 1st term | \$ 28.51 | \$ 29.08 | \$ 29.63 |
| 2nd term | 34.21 | 34.90 | 35.56 |
| 3rd term | 39.91 | 40.71 | 41.48 |
| 4th term | 45.61 | 46.53 | 47.41 |
| Supplemental Benefits per hour: | | | |
| | 23.60 | 24.55 | 25.70 |

8-137HH

Operating Engineer - Heavy&Highway

07/01/2021

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES

Putnam, Westchester

PARTIAL COUNTIES

Dutchess: South of the North city line of Poughkeepsie

WAGES

Party Chief - One who directs a survey party

Instrument Man - One who runs the instrument and assists Party Chief

Rodman - One who holds the rod and in general, assists the Survey Crew

Categories cover GPS & Underground Surveying

Per Hour: 07/01/2021

Party Chief \$ 81.72

Instrument Man 61.43
Rodman 52.40

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2021

All Categories
Straight Time: \$ 25.25* plus \$7.15

Premium:
Time & 1/2 \$ 37.88* plus \$7.15

Double Time \$ 50.50* plus \$7.15

Non-Worked Holiday Supplemental Benefits:
\$ 16.45

OVERTIME PAY

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

* Doubletime paid on all hours in excess of 8 hours on Saturday

HOLIDAY

Paid: See (5, 6, 7, 11, 12) on HOLIDAY PAGE
Overtime: See (5, 6, 7, 11, 12) on HOLIDAY PAGE

9-15Dh

Operating Engineer - Heavy&Highway - Tunnel

07/01/2021

JOB DESCRIPTION Operating Engineer - Heavy&Highway - Tunnel

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

PARTIAL COUNTIES

Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 44 east to Route 343, then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

WAGES

GROUP I: Boom Truck, Cherry Picker, Clamshell, Crane(Crawler,Truck), Dragline, Drill Rig Casa Grande(Cat or Similar), Floating Crane(Crane on Barge-Under 100 Tons), Hoist Engineer(Concrete/Crane-Derrick-Mine Hoist), Knuckle Boom Crane, Rough Terrain Crane.

GROUP I-A: Auger(Truck or Truck Mounted), Boat Captain, Bull Dozer-all sizes, Central Mix Plant Operator, Chipper-all types, Close Circuit T.V., Combination Loader/Backhoe, Compactor with Blade, Concrete Finishing Machine, Gradall, Grader(Motor Grader), Elevator & Cage(Materials or Passengers), Excavator(and all attachments), Front End Loaders(1 1/2 yards and over), High Lift Lull, Hoist(Single, Double, Triple Drum), Hoist Portable Mobile Unit, Hoist Engineer(Material), Jack and Bore Machine, Log Skidder, Milling Machine, Moveable Concrete Barrier Transfer & Transport Vehicle, Mucking Machines. Overhead Crane, Paver(Concrete), Post Pounder of any type, Push Cats, Road Reclaimer, Robot Hammer(Brokk or similar), Robotic Equipment(Scope of Engineer Schedule), Ross Carrier and similar machines, Scrapers(20 yards struck and over), Side Boom, Slip Form Machine, Spreader(Asphalt), Trenching Machines, Telephies-Vermeer Concrete Saw, Tractor type demolition equipment, Vacuum Truck, Vibratory Roller (Riding) used in mainline paving operations.

GROUP I-B: Asphalt Mobile Conveyor/Transfer Machine, Road Paver(Asphalt).

GROUP II-A: Ballast Regulators, Compactor(Self-propelled), Fusion Machine, Rail Anchor Machines, Roller(4 ton and over), Scrapers(20 yard struck and under).

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

GROUP III: Air Tractor Drill, Asphalt Plant, Batch Plant, Boiler(High Pressure), Concrete Breaker(Track or Rubber Tire), Concrete Pump, Concrete Spreader, Excavator Drill, Farm Tractor, Forklift(all types of power), Gas Tapping(Live), Hydroseeder, Loader(1 1/2 yards and under), Locomotive(all sizes), Machine Pulling Sheeps Foot Roller, Portable Asphalt Plant, Portable Batch Plant, Portable Crusher(Apprentice), Powerhouse Plant, Roller(under 4 ton), Sheer Excavator, Skidsteer/Bobcat, Stone Crusher, Sweeper(with seat), Well Drilling Machine.

GROUP IV-A: Service Person(Grease Truck), Deckhand.

GROUP IV-B: Conveyor Belt Machine(Truck Mounted), Heater(all types), Lighting Unit(Portable), Maintenance Engineer(for Crane only), Mechanics Helper, Pump(Fireproofing), Pumps-Pump Station/Water/Sewer/Gypsum/Plaster, etc., Pump Truck(Sewer Jet or similar), Welding Machine(Steel Erection), Welders Helper.

GROUP V-A: Engineer(all Tower Cranes, all Climbing Cranes & all Cranes of 100 ton capacity or greater),Hoist Engineer(Steel-Sub Structure), Engineer-Pile Driver, Jersey-Spreader, Pavement breaker, Post Hole Digger

WAGES: (per hour)

| | 07/01/2021 | 03/07/2022 | 03/06/2023 |
|----------------------------------|------------|------------|------------|
| GROUP I | \$ 64.63 | \$ 65.97 | \$ 67.27 |
| GROUP I-A | 57.02 | 58.16 | 59.21 |
| GROUP I-B | 60.06 | 61.28 | 62.46 |
| GROUP II-A | 54.61 | 55.70 | 56.74 |
| GROUP II-B | 56.31 | 57.44 | 58.52 |
| GROUP III | 53.66 | 54.72 | 55.74 |
| GROUP IV-A | 48.80 | 49.74 | 50.63 |
| GROUP IV-B | 41.94 | 42.71 | 43.43 |
| GROUP V-A | | | |
| Engineer-Cranes | 73.18 | 74.73 | 76.24 |
| Engineer-Pile Driver | 70.67 | 72.16 | 73.61 |
| Hoist Engineer | 66.29 | 67.67 | 69.01 |
| Jersey Spreader/Post Hole Digger | 55.87 | 56.99 | 58.06 |

SHIFT DIFFERENTIAL:

A 15% premium on all hours paid, including overtime hours for 2nd, 3rd shifts on all government mandated off-shift work

An additional 20% to wage when required to wear protective equipment on hazardous/toxic waste projects. Operators required to use two buckets pouring concrete on other than road pavement shall receive \$0.50 per hour over scale. Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional \$2.00 per hour. Engineers operating cranes with booms 149 feet or over in length will be paid an additional \$3.00 per hour. Operators of shovels with a capacity over (4) cubic yards shall be paid an additional \$1.00 per hour. Operators of loaders with a capacity over (5) cubic yards shall be paid an additional \$0.50 per hour.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker:

| | 07/01/2021 | 03/07/2022 | 03/06/2023 |
|--|-----------------------------|-----------------------------|-----------------------------|
| | \$ 23.60 | \$ 24.55 | \$ 25.70 |
| | + \$8.00 | + \$8.00 | + \$8.00 |
| | (Limited to first 40 hours) | (Limited to first 40 hours) | (Limited to first 40 hours) |

OVERTIME PAY

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

HOLIDAY

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

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

* Note: For Holiday codes 5 & 6, code U applies. For Holiday codes 8, 15, 25, 26, code R applies.

Note: If employees are required to work on Easter Sunday, they shall be paid at the rate of triple time.

REGISTERED APPRENTICES

(1)year terms at the following rates:

| | 07/01/2021 | 03/07/2022 | 03/06/2023 |
|----------|------------|------------|------------|
| 1st term | \$ 28.51 | \$ 29.08 | \$ 29.63 |
| 2nd term | 34.21 | 34.90 | 35.56 |
| 3rd term | 39.91 | 40.71 | 41.48 |
| 4th term | 45.61 | 46.53 | 47.41 |

Supplemental Benefits per hour:

| | | | |
|-----------|----------|----------|----------|
| All terms | \$ 23.60 | \$ 24.55 | \$ 25.70 |
|-----------|----------|----------|----------|

Operating Engineer - Marine Dredging

07/01/2021

JOB DESCRIPTION Operating Engineer - Marine Dredging

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

These wages do not apply to Operating Engineers on land based construction projects. For those projects, please see the Operating Engineer Heavy/Highway Rates. The wage rates below for all equipment and operators are only for marine dredging work in navigable waters found in the counties listed above.

| Per Hour: | 07/01/2021 | 10/01/2021 |
|---|--|------------|
| CLASS A1 Deck Captain, Leverman Mechanical Dredge Operator Licensed Tug Operator 1000HP or more. | \$ 41.42 | \$ 41.42 |
| CLASS A2 Crane Operator (360 swing) | 36.91 | 36.91 |
| CLASS B Dozer, Front Loader Operator on Land | To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits. | |
| CLASS B1 Derrick Operator (180 swing) Spider/Spill Barge Operator Operator II, Fill Placer, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer Licensed Boat, Crew Boat Operator | 35.82 | 35.82 |
| CLASS B2 Certified Welder | 33.72 | 33.72 |
| CLASS C1 Drag Barge Operator, Steward, Mate, Assistant Fill Placer | 32.80 | 32.80 |
| CLASS C2 Boat Operator | 30.89 | 31.74 |
| CLASS D Shoreman, Deckhand, Oiler, Rodman, Scowman, Cook, Messman, Porter/Janitor | 25.66 | 26.37 |

SUPPLEMENTAL BENEFITS

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

| | 07/01/2021 | 10/01/2021 |
|-------------------|--|--|
| All Classes A & B | \$11.98 plus 8% of straight time wage, Overtime hours add \$ 0.63 | \$11.98 plus 8% of straight time wage, Overtime hours add \$ 0.63 |
| All Class C | \$11.68 plus 8% of straight time wage, Overtime hours add \$ 0.48 | 11.68 plus 8% of straight time wage, Overtime hours add \$ 0.48 |
| All Class D | \$11.38 plus 8% | 11.38 plus 8% |

of straight time
 wage, Overtime hours
 add \$ 0.33

of straight time
 wage, Overtime hours
 add \$ 0.33

OVERTIME PAY

See (B2, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 15, 26) on HOLIDAY PAGE

4-25a-MarDredge

Operating Engineer - Survey Crew - Consulting Engineer

07/01/2021

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer

DISTRICT 9

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Dutchess: That part in Dutchess County lying South of the North City line of Poughkeepsie.

WAGES

Feasibility and preliminary design surveying, any line and grade surveying for inspection or supervision of construction.

Per hour: 07/01/2021

Survey Classifications

| | |
|----------------|----------|
| Party Chief | \$ 45.83 |
| Instrument Man | 38.17 |
| Rodman | 33.34 |

SUPPLEMENTAL BENEFITS

Per Hour:

All Crew Members: \$ 20.60

OVERTIME PAY

OVERTIME:.... See (B, E*, Q, V) ON OVERTIME PAGE.

*Doubletime paid on the 9th hour on Saturday.

HOLIDAY

Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE
 Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

9-15dconsult

Painter

07/01/2021

JOB DESCRIPTION Painter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2021

Brush \$ 50.30*

Abatement/Removal of lead based
 or lead containing paint on
 materials to be repainted. 50.30*

| | |
|--------------------------|-----------|
| Spray & Scaffold | \$ 53.30* |
| Fire Escape | 53.30* |
| Decorator | 53.30* |
| Paperhanger/Wall Coverer | 52.93* |

*Subtract \$ 0.10 to calculate premium rate.

SUPPLEMENTAL BENEFITS

Per hour: 07/01/2021

| | |
|-------------|----------|
| Paperhanger | \$ 31.83 |
| All others | 29.81 |
| Premium | 33.40** |

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

OVERTIME PAY

See (A, H) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

One (1) year terms at the following wage rate.

| | |
|------------------|------------|
| Per hour: | 07/01/2021 |
| Appr 1st term... | \$ 19.56* |
| Appr 2nd term... | 25.12* |
| Appr 3rd term... | 30.42* |
| Appr 4th term... | 40.65* |

*Subtract \$ 0.10 to calculate premium rate.

Supplemental benefits:

| | |
|------------------|------------|
| Per Hour: | 07/01/2021 |
| Appr 1st term... | \$ 14.72 |
| Appr 2nd term... | 18.23 |
| Appr 3rd term... | 21.06 |
| Appr 4th term... | 26.67 |

8-NYDC9-B/S

Painter

07/01/2021

JOB DESCRIPTION Painter

DISTRICT 8

ENTIRE COUNTIES

Putnam, Suffolk, Westchester

PARTIAL COUNTIES

Nassau: All of Nassau except the areas described below: Atlantic Beach, Ceaderhurst, East Rockaway, Gibson, Hewlett, Hewlett Bay, Hewlett Neck, Hewlett Park, Inwood, Lawrence, Lido Beach, Long Beach, parts of Lynbrook, parts of Oceanside, parts of Valley Stream, and Woodmere. Starting on the South side of Sunrise Hwy in Valley Stream running east to Windsor and Rockaway Ave., Rockville Centre is the boundary line up to Lawson Blvd. turn right going west all the above territory. Starting at Union Turnpike and Lakeville Rd. going north to Northern Blvd. the west side of Lakeville road to Northern blvd. At Northern blvd. going east the district north of Northern blvd. to Port Washington Blvd. West of Port Washington blvd. to St. Francis Hospital then north of first traffic light to Port Washington and Sands Point, Manor HAVen, Harbour Acres.

WAGES

| | |
|---------------|------------|
| Per hour: | 07/01/2021 |
| Drywall Taper | \$ 50.30* |

*Subtract \$ 0.10 to calculate premium rate.

SUPPLEMENTAL BENEFITS

| | |
|------------|------------|
| Per hour: | 07/01/2021 |
| Journeyman | \$ 29.81 |

OVERTIME PAY

See (A, H) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wages - Per Hour: 07/01/2021

1500 hour terms at the following wage rate:

| | |
|----------|-----------|
| 1st term | \$ 19.56* |
| 2nd term | 25.12* |
| 3rd term | 30.42* |
| 4th term | 40.65* |

*Subtract \$ 0.10 to calculate premium rate.

Supplemental Benefits - Per hour:

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

| | |
|----------|----------|
| 1st year | \$ 14.72 |
| 2nd year | 18.23 |
| 3rd year | 21.06 |
| 4th year | 26.67 |

8-NYDCT9-DWT

Painter - Bridge & Structural Steel

07/01/2021

JOB DESCRIPTION Painter - Bridge & Structural Steel

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per Hour:

STEEL:

| | | |
|------------------|------------|------------|
| Bridge Painting: | 07/01/2021 | 10/01/2021 |
| | \$ 51.50 | \$ 53.00 |
| | + 8.63* | + 9.63* |

ADDITIONAL \$6.00 per hour for POWER TOOL/SPRAY, whether straight time or overtime.

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

* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

NOTE: Generally, for Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

SHIFT WORK:

When directly specified in public agency or authority contract documents for an employer to work a second shift and works the second shift with employees other than from the first shift, all employees who work the second shift will be paid 10% of the base wage shift differential in lieu of overtime for the first eight (8) hours worked after which the employees shall be paid at time and one half of the regular wage rate. When a single irregular work shift is mandated in the job specifications or by the contracting agency, wages shall be paid at time and one half for single shifts between the hours of 3pm-11pm or 11pm-7am.

SUPPLEMENTAL BENEFITS

Per Hour:

| | | |
|----------------|------------|------------|
| Journeyworker: | 07/01/2021 | 10/01/2021 |
| | \$ 10.90 | \$ 10.90 |
| | + 30.00* | + 30.60* |

* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wage - Per hour:

Apprentices: (1) year terms

| | | |
|----------|------------|------------|
| | 07/01/2021 | 10/01/2021 |
| 1st year | \$ 20.60 | \$ 21.20 |
| | + 3.45* | + 3.86* |
| 2nd year | \$ 30.90 | \$ 31.80 |
| | + 5.18* | + 5.78* |

| | | |
|-----------------------------------|----------------------|----------------------|
| 3rd year | \$ 41.20 + 6.90* | \$ 42.40 + 7.70* |
| Supplemental Benefits - Per hour: | | |
| 1st year | \$.25 + 12.00* | \$.25 + 12.24* |
| 2nd year | \$ 10.90 + 18.00* | \$ 10.90 + 18.36* |
| 3rd year | \$ 10.20 + 24.00* | \$ 10.90 + 24.48* |

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

8-DC-9/806/155-BrSS

Painter - Line Striping

07/01/2021

JOB DESCRIPTION Painter - Line Striping

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour:

| | | |
|-----------------------------|------------|------------|
| Painter (Striping-Highway): | 07/01/2021 | 07/01/2022 |
| Striping-Machine Operator* | \$ 30.32 | \$ 31.53 |
| Linerman Thermoplastic | 36.93 | 38.34 |

Note: * Includes but is not limited to: Positioning of cones and directing of traffic using hand held devices. Excludes the Driver/Operator of equipment used in the maintenance and protection of traffic safety.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

| | | |
|----------------------------|------------|------------|
| Per hour paid: | 07/01/2021 | 07/01/2022 |
| Journeyworker: | | |
| Striping Machine Operator: | \$ 10.03 | \$ 10.03 |
| Linerman Thermoplastic: | 10.03 | 10.03 |

OVERTIME PAY

See (B, B2, E2, F, S) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 20) on HOLIDAY PAGE
 Overtime: See (5, 20) on HOLIDAY PAGE

REGISTERED APPRENTICES

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

| | | |
|-----------|------------|------------|
| | 07/01/2021 | 07/01/2022 |
| 1st Term: | \$ 12.50 | \$ 12.61 |
| 2nd Term: | 18.19 | 18.92 |
| 3rd Term: | 24.26 | 25.22 |

Supplemental Benefits per hour:

| | | |
|-----------|---------|----------|
| 1st term: | \$ 9.16 | \$ 10.03 |
| 2nd Term: | 9.16 | 10.03 |
| 3rd Term: | 9.16 | 10.03 |

Painter - Metal Polisher

07/01/2021

JOB DESCRIPTION Painter - Metal Polisher

DISTRICT 8

ENTIRE COUNTIES

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

| | |
|------------------|------------|
| | 07/01/2021 |
| Metal Polisher | \$ 37.13 |
| Metal Polisher* | 38.23 |
| Metal Polisher** | 41.13 |

*Note: Applies on New Construction & complete renovation

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

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2021

Journeyworker:

All classification \$ 10.64

OVERTIME PAY

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

HOLIDAY

Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 6, 9, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

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

| | |
|------------|------------|
| | 07/01/2021 |
| 1st year | \$ 16.00 |
| 2nd year | 17.00 |
| 3rd year | 18.00 |
| 1st year* | \$ 16.39 |
| 2nd year* | 17.44 |
| 3rd year* | 18.54 |
| 1st year** | \$ 18.50 |
| 2nd year** | 19.50 |
| 3rd year** | 20.50 |

*Note: Applies on New Construction & complete renovation

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

Supplemental benefits:

Per hour:

| | |
|----------|---------|
| 1st year | \$ 7.39 |
| 2nd year | 7.39 |
| 3rd year | 7.39 |

8-8A/28A-MP

Plumber

07/01/2021

JOB DESCRIPTION Plumber

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

WAGES

Per hour:

| | |
|----------------------------|------------|
| | 07/01/2021 |
| Plumber and Steamfitter | \$ 59.01 |

SHIFT WORK:

When directly specified in public agency or authority contract documents, shift work outside the regular hours of work shall be comprised of eight (8) hours per shift not including Saturday, Sundays and holidays. One half (1/2) hour shall be allowed for lunch after the first four (4) hours of each shift. Wage and Fringes for shift work shall be straight time plus a shift premium of twenty-five (25%) percent. A minimum of five days Monday through Friday must be worked to establish shift work.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 39.26

OVERTIME PAY

See (B, E, E2, Q, V) on OVERTIME PAGE
OVERTIME:... See on OVERTIME PAGE.

HOLIDAY

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

REGISTERED APPRENTICES

(1)year terms at the following wages:

| | |
|----------|----------|
| 1st Term | \$ 21.89 |
| 2nd Term | 25.13 |
| 3rd Term | 29.01 |
| 4th Term | 41.43 |
| 5th Term | 44.45 |

Supplemental Benefits per hour:

| | |
|----------|----------|
| 1st term | \$ 16.25 |
| 2nd term | 18.13 |
| 3rd term | 21.57 |
| 4th term | 28.41 |
| 5th term | 30.11 |

8-21.1-ST

Plumber - HVAC / Service

07/01/2021

JOB DESCRIPTION Plumber - HVAC / Service

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Putnam, Westchester

PARTIAL COUNTIES

Delaware: Only the townships of Middletown and Roxbury
Ulster: Entire County(including Wallkill and Shawangunk Prisons) except for remainder of Town of Shawangunk and Towns of Plattekill, Marlboro, and Wawarsing.

WAGES

Per hour: 07/01/2021

HVAC Service \$ 40.68
+ \$ 4.32*

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

SUPPLEMENTAL BENEFITS

Per hour:

07/01/2021

Journeyworker HVAC Service

\$ 26.54

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

HVAC SERVICE

(1)year terms at the following wages:

| 1st yr. | 2nd yr. | 3rd yr. | 4th yr. | 5th yr. |
|----------|----------|----------|----------|----------|
| \$ 18.50 | \$ 21.88 | \$ 27.31 | \$ 33.56 | \$ 36.36 |
| +\$2.37* | +\$2.67* | +\$3.22* | +\$3.84* | +\$4.07* |

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

Supplemental Benefits per hour:

| Apprentices | 07/01/2021 |
|-------------|------------|
| 1st term | \$ 19.66 |
| 2nd term | 20.86 |
| 3rd term | 22.21 |
| 4th term | 24.02 |
| 5th term | 25.33 |

8-21.1&2-SF/Re/AC

Plumber - Jobbing & Alterations

07/01/2021

JOB DESCRIPTION Plumber - Jobbing & Alterations

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Putnam, Westchester

PARTIAL COUNTIES

Ulster: Entire county (including Walkill and Shawangunk Prisons in Town of Shawangunk) EXCEPT for remainder of Town of Shawangunk, and Towns of Plattekill, Marlboro, and Wawarsing.

WAGES

| | |
|----------------|------------|
| Per hour: | 07/01/2021 |
| Journeyworker: | \$ 45.83 |

Repairs, replacements and alteration work is any repair or replacement of a present plumbing system that does not change existing roughing or water supply lines.

SHIFT WORK:

When directly specified in public agency or authority contract documents, shift work outside the regular hours of work shall be comprised of eight (8) hours per shift not including Saturday, Sundays and holidays. One half (1/2) hour shall be allowed for lunch after the first four (4) hours of each shift. Wage and Fringes for shift work shall be straight time plus a shift premium of twenty-five (25%) percent. A minimum of five days Monday through Friday must be worked to establish shift work.

SUPPLEMENTAL BENEFITS

| | |
|---------------|----------|
| Per hour: | |
| Journeyworker | \$ 32.96 |

OVERTIME PAY

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

*When used as a make-up day, hours after 8 on Saturday shall be paid at time and one half.

HOLIDAY

| | |
|-----------|---------------------------------------|
| Paid: | See (1) on HOLIDAY PAGE |
| Overtime: | See (5, 6, 8, 16, 25) on HOLIDAY PAGE |

REGISTERED APPRENTICES

(1) year terms at the following wages:

| | |
|----------|----------|
| 1st year | \$ 19.88 |
| 2nd year | 22.06 |
| 3rd year | 23.90 |
| 4th year | 33.57 |
| 5th year | 35.46 |

Supplemental Benefits per hour:

| | |
|----------|----------|
| 1st year | \$ 10.74 |
| 2nd year | 12.65 |
| 3rd year | 16.58 |
| 4th year | 22.39 |
| 5th year | 24.32 |

Roofer **07/01/2021**

JOB DESCRIPTION Roofer **DISTRICT 9**

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

WAGES

Per Hour: 07/01/2021

Roofer/Waterproofer \$ 45.25
 + \$7.00*

* This portion is not subjected to overtime premiums.

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

SUPPLEMENTAL BENEFITS

Per Hour: \$ 28.62

OVERTIME PAY

See (B, H) on OVERTIME PAGE

Note: An observed holiday that falls on a Sunday will be observed the following Monday.

HOLIDAY

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

REGISTERED APPRENTICES

(1) year term

| | | | | |
|--|----------|----------|----------|----------|
| | 1st | 2nd | 3rd | 4th |
| | \$ 15.84 | \$ 22.63 | \$ 27.15 | \$ 33.94 |
| | | + 3.50* | + 4.20* | + 5.26* |

Supplements:

| | | | | |
|--|---------|----------|----------|----------|
| | 1st | 2nd | 3rd | 4th |
| | \$ 3.72 | \$ 14.47 | \$ 17.84 | \$ 21.55 |

9-8R

Sheetmetal Worker **07/01/2021**

JOB DESCRIPTION Sheetmetal Worker **DISTRICT 8**

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

WAGES

Per Hour: 07/01/2021

SheetMetal Worker \$ 44.15
 + 3.37*

*This portion is not subject to overtime premiums.

SHIFT WORK

For all NYS D.O.T. and other Governmental mandated off-shift work:
 10% increase for additional shifts for a minimum of five (5) days

SUPPLEMENTAL BENEFITS

Journeyworker \$ 44.20

OVERTIME PAY

OVERTIME:.. See (B, E, Q,) on OVERTIME PAGE.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 15, 16, 23) on HOLIDAY PAGE

REGISTERED APPRENTICES

| | | | | | | | | |
|--|----------|----------|----------|----------|----------|----------|----------|----------|
| | 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th |
| | \$ 16.36 | \$ 18.41 | \$ 20.46 | \$ 22.51 | \$ 24.54 | \$ 26.60 | \$ 29.12 | \$ 31.65 |
| | + 1.35* | + 1.52* | + 1.69* | + 1.85* | + 2.02* | + 2.19* | + 2.36* | + 2.53* |

*This portion is not subject to overtime premiums.

Supplemental Benefits per hour:

| | |
|-------------|----------|
| Apprentices | |
| 1st term | \$ 18.96 |
| 2nd term | 21.34 |
| 3rd term | 23.71 |
| 4th term | 26.11 |
| 5th term | 28.46 |
| 6th term | 30.82 |
| 7th term | 32.72 |
| 8th term | 34.64 |

8-38

Sheetmetal Worker **07/01/2021**

JOB DESCRIPTION Sheetmetal Worker **DISTRICT 4**

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

WAGES

| | | |
|--------------|------------|-----------|
| Per Hour: | 07/01/2021 | 8/01/2021 |
| Sign Erector | \$ 52.29 | \$ 53.97 |

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

SUPPLEMENTAL BENEFITS

| | | |
|--------------|------------|-----------|
| Per Hour: | 07/01/2021 | 8/01/2021 |
| Sign Erector | \$ 51.26 | \$ 53.15 |

OVERTIME PAY
 See (A, F, S) on OVERTIME PAGE

HOLIDAY
 Paid: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE
 Overtime: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
 Per Hour:
 6 month Terms at the following percentage of Sign Erectors wage rate:

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

SUPPLEMENTAL BENEFITS

| | | | | | | | | | |
|------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| Per Hour: | | | | | | | | | |
| 07/01/2021 | | | | | | | | | |
| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th |
| \$ 14.34 | \$ 16.26 | \$ 18.17 | \$ 20.10 | \$ 28.02 | \$ 30.47 | \$ 33.72 | \$ 36.27 | \$ 38.77 | \$ 41.29 |
| 8/01/2021 | | | | | | | | | |
| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th |
| \$ TBD | \$ TBD | \$ TBD | \$ TBD | \$ TBD | \$ TBD | \$ TBD | \$ TBD | \$ TBD | \$ TBD |

4-137-SE

Sprinkler Fitter **07/01/2021**

JOB DESCRIPTION Sprinkler Fitter **DISTRICT 1**

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

WAGES

| | |
|------------------|------------|
| Per hour | 07/01/2021 |
| Sprinkler Fitter | \$ 47.19 |

SUPPLEMENTAL BENEFITS

| | |
|------------|----------|
| Per hour | |
| Journeyman | \$ 28.09 |

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

REGISTERED APPRENTICES

Wages per hour

One Half Year terms at the following wage.

| | | | | | | | | | |
|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th |
| \$ 22.67 | \$ 25.19 | \$ 27.46 | \$ 29.98 | \$ 32.50 | \$ 35.02 | \$ 37.54 | \$ 40.05 | \$ 42.57 | \$ 45.09 |

Supplemental Benefits per hour

| | | | | | | | | | |
|---------|---------|----------|----------|----------|----------|----------|----------|----------|----------|
| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th |
| \$ 8.27 | \$ 8.27 | \$ 19.22 | \$ 19.22 | \$ 19.47 | \$ 19.47 | \$ 19.47 | \$ 19.47 | \$ 19.47 | \$ 19.47 |
| | | | | | | | | | 1-669.2 |

Teamster - Building / Heavy&Highway **07/01/2021**

JOB DESCRIPTION Teamster - Building / Heavy&Highway

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

WAGES

GROUP A: Straight Trucks (6-wheeler and 10-wheeler), A-frame, Winch, Dynamite Seeding, Mulching, Agitator, Water, Attenuator, Light Towers, Cement (all types), Suburban, Station Wagons, Cars, Pick Ups, any vehicle carrying materials of any kind.

GROUP AA: Tack Coat

GROUP B: Tractor & Trailers (all types).

GROUP BB: Tri-Axle, 14 Wheeler

GROUP C: Low Boy (carrying equipment).

GROUP D: Fuel Trucks, Tire Trucks.

GROUP E: Off-road Equipment (over 40 tons): Athey Wagons, Belly Dumps, Articulated Dumps, Trailer Wagons.

GROUP F: Off-road Equipment (over 40 tons) Euclid, DJB.

GROUP G: Off-road Equipment (under 40 tons) Athey Wagons, Belly Articulated Dumps, Trailer Wagons.

GROUP H: Off-road Equipment (under 40 tons), Euclid.

GROUP HH: Off-road Equipment (under 40 tons) D.J.B.

GROUP I: Off-road Equipment (under 40 tons) Darts.

GROUP II: Off-road Equipment (under 40 tons) RXS.

WAGES:(per hour)

07/01/2021

| | |
|----------|-----------|
| GROUP A | \$ 42.47* |
| GROUP AA | 45.27* |
| GROUP B | 43.09* |
| GROUP BB | 42.59* |
| GROUP C | 45.22* |
| GROUP D | 42.92* |
| GROUP E | 43.47* |
| GROUP F | 44.47* |
| GROUP G | 43.22* |
| GROUP H | 43.84* |
| GROUP HH | 44.22* |
| GROUP I | 43.97* |
| GROUP II | 44.34* |

* To calculate premium wage, subtract \$.20 from the hourly wage.

Note: Fuel truck operators on construction sites addit. \$5.00 per day.
 For work on hazardous/toxic waste site addit. 20% of hourly rate.

Shift Differential: NYS DOT or other Governmental Agency contracts shall receive a shift differential of Fifteen(15%)percent above the wage rate

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour:
Journeyworker

| | |
|-----------------|----------|
| First 40 hours | \$ 33.64 |
| 41st-45th hours | 15.18 |
| Over 45 hours | 0.26 |

OVERTIME PAY

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

HOLIDAY

Paid: See (5, 6, 8, 9, 15, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 9, 15, 25) on HOLIDAY PAGE

8-456

Welder

07/01/2021

JOB DESCRIPTION Welder

DISTRICT 1

ENTIRE COUNTIES

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuylar, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

Per hour 07/01/2021

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

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

OVERTIME PAY

HOLIDAY

1-As Per Trade

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

- (AA) Time and one half of the hourly rate after 7 and one half hours per day
- (A) Time and one half of the hourly rate after 7 hours per day
- (B) Time and one half of the hourly rate after 8 hours per day
- (B1) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.
Double the hourly rate for all additional hours
- (B2) Time and one half of the hourly rate after 40 hours per week
- (C) Double the hourly rate after 7 hours per day
- (C1) Double the hourly rate after 7 and one half hours per day
- (D) Double the hourly rate after 8 hours per day
- (D1) Double the hourly rate after 9 hours per day
- (E) Time and one half of the hourly rate on Saturday
- (E1) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- (E2) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E3) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- (E4) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E5) Double time after 8 hours on Saturdays
- (F) Time and one half of the hourly rate on Saturday and Sunday
- (G) Time and one half of the hourly rate on Saturday and Holidays
- (H) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- (I) Time and one half of the hourly rate on Sunday
- (J) Time and one half of the hourly rate on Sunday and Holidays
- (K) Time and one half of the hourly rate on Holidays
- (L) Double the hourly rate on Saturday
- (M) Double the hourly rate on Saturday and Sunday
- (N) Double the hourly rate on Saturday and Holidays
- (O) Double the hourly rate on Saturday, Sunday, and Holidays
- (P) Double the hourly rate on Sunday
- (Q) Double the hourly rate on Sunday and Holidays
- (R) Double the hourly rate on Holidays
- (S) Two and one half times the hourly rate for Holidays

- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- (T) Triple the hourly rate for Holidays
- (U) Four times the hourly rate for Holidays
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.
- (X) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

Holiday Codes

PAID Holidays:

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- (1) None
- (2) Labor Day
- (3) Memorial Day and Labor Day
- (4) Memorial Day and July 4th
- (5) Memorial Day, July 4th, and Labor Day
- (6) New Year's, Thanksgiving, and Christmas
- (7) Lincoln's Birthday, Washington's Birthday, and Veterans Day
- (8) Good Friday
- (9) Lincoln's Birthday
- (10) Washington's Birthday
- (11) Columbus Day
- (12) Election Day
- (13) Presidential Election Day
- (14) 1/2 Day on Presidential Election Day
- (15) Veterans Day
- (16) Day after Thanksgiving
- (17) July 4th
- (18) 1/2 Day before Christmas
- (19) 1/2 Day before New Years
- (20) Thanksgiving
- (21) New Year's Day
- (22) Christmas
- (23) Day before Christmas
- (24) Day before New Year's
- (25) Presidents' Day
- (26) Martin Luther King, Jr. Day
- (27) Memorial Day
- (28) Easter Sunday

(29) Juneteenth



**New York State Department of Labor - Bureau of Public Work
State Office Building Campus
Building 12 - Room 130
Albany, New York 12240**

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

This Form Must Be Typed

Submitted By: _____

(Check Only One)

Contracting Agency

Architect or Engineering Firm

Public Work District Office

Date: _____

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address (Check if new or change)

Telephone: () _____

Fax: () _____

E-Mail: _____

2. NY State Units (see Item 5)

01 DOT

02 OGS

03 Dormitory Authority

04 State University
Construction Fund

05 Mental Hygiene
Facilities Corp.

06 OTHER N.Y. STATE UNIT

07 City

08 Local School District

09 Special Local District, i.e.,
Fire, Sewer, Water District

10 Village

11 Town

12 County

13 Other Non-N.Y. State
(Describe)

3. SEND REPLY TO check if new or change)
Name and complete address:

Telephone:() _____

Fax: () _____

E-Mail: _____

4. SERVICE REQUIRED. Check appropriate box and provide project information.

New Schedule of Wages and Supplements.

APPROXIMATE BID DATE : _____

Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR
THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title _____

Description of Work _____

Contract Identification Number _____

Note: For NYS units, the OSC Contract No. _____

6. Location of Project:
Location on Site _____

Route No/Street Address _____

Village or City _____

Town _____

County _____

7. Nature of Project - Check One:

1. New Building

2. Addition to Existing Structure

3. Heavy and Highway Construction (New and Repair)

4. New Sewer or Waterline

5. Other New Construction (Explain)

6. Other Reconstruction, Maintenance, Repair or Alteration

7. Demolition

8. Building Service Contract

8. OCCUPATION FOR PROJECT :

Construction (Building, Heavy
Highway/Sewer/Water)

Tunnel

Residential

Landscape Maintenance

Elevator maintenance

Exterminators, Fumigators

Fire Safety Director, NYC Only

Guards, Watchmen

Janitors, Porters, Cleaners,
Elevator Operators

Moving furniture and
equipment

Trash and refuse removal

Window cleaners

Other (Describe)

9. Has this project been reviewed for compliance with the Wicks Law involving separate bidding? YES NO

10. Name and Title of Requester _____

Signature



NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

**LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE
AWARDED ANY PUBLIC WORK CONTRACT**

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

Debarment Database: To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: <https://applications.labor.ny.gov/EDList/searchPage.do>

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

NYSDOL Bureau of Public Work Debarment List 06/28/2021

Article 8

| AGENCY | Fiscal Officer | FEIN | EMPLOYER NAME | EMPLOYER DBA NAME | ADDRESS | DEBARMENT START DATE | DEBARMENT END DATE |
|--------|----------------|-----------|--|----------------------------|--|----------------------|--------------------|
| DOL | NYC | *****9839 | A.J.S. PROJECT MANAGEMENT, INC. | | 149 FIFTH AVENUE NEW YORK NY 10010 | 12/29/2016 | 12/29/2021 |
| DOL | DOL | *****4018 | ADIRONDACK BUILDING RESTORATION INC. | | 4156 WILSON ROAD EAST TABERG NY 13471 | 03/26/2019 | 03/26/2024 |
| DOL | AG | *****1812 | ADVANCED BUILDERS & LAND DEVELOPMENT, INC. | | 400 OSER AVE #2300HAUPPAUGE NY 11788 | 09/11/2019 | 09/11/2024 |
| DOL | DOL | *****1687 | ADVANCED SAFETY SPRINKLER INC | | 261 MILL ROAD P.O BOX 296EAST AURORA NY 14052 | 05/29/2019 | 05/29/2024 |
| DOL | NYC | *****6775 | ADVENTURE MASONRY CORP. | | 1535 RICHMOND AVENUE STATEN ISLAND NY 10314 | 12/13/2017 | 12/13/2022 |
| DOL | NYC | | AGOSTINHO TOME | | 405 BARRETTO ST BRONX NY 10474 | 05/31/2018 | 05/31/2023 |
| DOL | DOL | | AJ TORCHIA | | 10153 ROBERTS RD SAUQUOIT NY 13456 | 08/09/2016 | 08/09/2021 |
| DOL | DOL | | AMADEO J TORCHIA | TORCHIA'S HOME IMPROVEMENT | 10153 ROBERTS RD SAUQUOIT NY 13456 | 08/09/2016 | 08/09/2021 |
| DOL | NYC | | AMJAD NAZIR | | 2366 61ST ST BROOKLYN NY 11204 | 12/15/2016 | 12/15/2021 |
| DOL | NYC | | AMJED PARVEZ | | 401 HANOVER AVENUE STATEN ISLAND NY 10304 | 01/11/2021 | 01/11/2026 |
| DOL | DOL | | ANGELO F COKER | | 2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205 | 09/17/2020 | 09/17/2025 |
| DOL | DOL | | ANGELO F COKER | | 2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205 | 12/04/2018 | 12/04/2023 |
| DOL | DOL | | ANITA SALERNO | | 158 SOLAR ST SYRACUSE NY 13204 | 01/07/2019 | 01/07/2024 |
| DOL | NYC | | ANTHONY J SCLAFANI | | 149 FIFTH AVE NEW YORK NY 10010 | 12/29/2016 | 12/29/2021 |
| DOL | DOL | | ANTHONY PERGOLA | | 3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10323 | 01/23/2017 | 01/23/2022 |
| DOL | DOL | | ANTONIO ESTIVEZ | | 442 ARMONK RD MOUNT KISCO NY 10549 | 06/12/2018 | 06/12/2023 |
| DOL | DOL | | ARNOLD A. PAOLINI | | 1250 BROADWAY ST BUFFALO NY 14212 | 02/03/2020 | 02/03/2025 |
| DOL | NYC | | ARSHAD MEHMOOD | | 168-42 88TH AVENUE JAMAICA NY 11432 | 11/20/2019 | 11/20/2024 |
| DOL | DOL | | ARVINDER ATWAL | | 65 KENNETH PLACE NEW HYDE PARK NY 11040 | 07/19/2017 | 07/19/2022 |
| DOL | NYC | *****6683 | ATLAS RESTORATION CORP. | | 35-12 19TH AVENUE ASTORIA NY 11105 | 08/02/2017 | 08/02/2022 |
| DOL | NYC | *****5532 | ATWAL MECHANICALS, INC | | 65 KENNETH PLACE NEW HYDE PARK NY 11040 | 07/19/2017 | 07/19/2022 |
| DOL | NYC | *****2591 | AVI 212 INC. | | 260 CROPSEY AVENUE APT 11GBROOKLYN NY 11214 | 10/30/2018 | 10/30/2023 |
| DOL | NYC | | AZIDABEGUM | | 524 MCDONALD AVENUE BROOKLYN NY 11218 | 09/17/2020 | 09/17/2025 |
| DOL | NYC | | BALWINDER SINGH | | 421 HUDSON ST SUITE C5NEW YORK NY 10014 | 02/20/2019 | 02/20/2024 |
| DOL | NYC | *****8416 | BEAM CONSTRUCTION, INC. | | 50 MAIN ST WHITE PLAINS NY 10606 | 01/04/2019 | 01/04/2024 |
| DOL | NYC | *****2113 | BHW CONTRACTING, INC. | | 401 HANOVER AVENUE STATEN ISLAND NY 10304 | 01/11/2021 | 01/11/2026 |
| DOL | DOL | | BIAGIO CANTISANI | | | 06/12/2018 | 06/12/2023 |
| DOL | DOL | *****4512 | BOB BRUNO EXCAVATING, INC | | 5 MORNINGSIDE DR AUBURN NY 13021 | 05/28/2019 | 05/28/2024 |
| DOL | DOL | | BOGDAN MARKOVSKI | | 370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601 | 02/11/2019 | 02/11/2024 |
| DOL | DOL | | BRADLEY J SCHUKA | | 4 BROTHERS ROAD WAPPINGERS FALLS NY 12590 | 10/20/2020 | 10/20/2025 |
| DOL | DOL | *****8551 | BRANDY'S MASONRY | | 216 WESTBROOK STREET P O BOX 304SAYRE PA 18840 | 08/09/2016 | 08/09/2021 |
| DOL | DOL | *****1449 | BRRESTORATION NY INC | | 140 ARCADIA AVENUE OSWEGO NY 13126 | 09/12/2016 | 09/12/2021 |
| DOL | DOL | | BRUCE P. NASH JR. | | 5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057 | 09/12/2018 | 09/12/2023 |
| DOL | DOL | *****0225 | C&D LAFACE CONSTRUCTION, INC. | | 8531 OSWEGO RD BALDWINVILLE NY 13027 | 02/03/2020 | 01/09/2023 |

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| DOL | DOL | ****8809 | C.B.E. CONTRACTING CORPORATION | | 310 MCGUINNESS BLVD GREENPOINT NY 11222 | 03/07/2017 | 03/07/2022 |
| DOL | DOL | ****9383 | C.C. PAVING AND EXCAVATING, INC. | | 2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205 | 09/17/2020 | 09/17/2025 |
| DOL | DOL | ****9383 | C.C. PAVING AND EXCAVATING, INC. | | 2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205 | 12/04/2018 | 12/04/2023 |
| DOL | DOL | ****5161 | CALADRI DEVELOPMENT CORP. | | 1223 PARK ST. PEEKSKILL NY 10566 | 05/17/2021 | 05/17/2026 |
| DOL | DOL | ****3391 | CALI ENTERPRISES, INC. | | 1223 PARK STREET PEEKSKILL NY 10566 | 05/17/2021 | 05/17/2026 |
| DOL | NYC | | CALVIN WALTERS | | 465 EAST THIRD ST MT. VERNON NY 10550 | 09/09/2019 | 09/09/2024 |
| DOL | DOL | | CANTISANI & ASSOCIATES LTD | | 442 ARMONK RD MOUNT KISCO NY 10549 | 06/12/2018 | 06/12/2023 |
| DOL | DOL | | CANTISANI HOLDING LLC | | | 06/12/2018 | 06/12/2023 |
| DOL | DOL | | CARMEN RACHETTA | | 8531 OSWEGO RD BALDWINSVILLE NY 13027 | 02/03/2020 | 02/03/2025 |
| DOL | DOL | | CARMENA RACHETTA | | 8531 OSWEGO ROAD BALDWINSVILLE NY 13027 | 02/03/2020 | 01/09/2023 |
| DOL | DOL | ****3812 | CARMODY "2" INC | | | 06/12/2018 | 06/12/2023 |
| DOL | DOL | ****1143 | CARMODY BUILDING CORP | CARMODY CONTRACTING AND CARMODY CONTRACTING CORP. | 442 ARMONK RD MOUNT KISCO NY 10549 | 06/12/2018 | 06/12/2023 |
| DOL | DOL | | CARMODY CONCRETE CORPORATION | | | 06/12/2018 | 06/12/2023 |
| DOL | DOL | | CARMODY ENTERPRISES, LTD. | | 442 ARMONK RD MOUNT KISCO NY 10549 | 06/12/2018 | 06/12/2023 |
| DOL | DOL | | CARMODY INC | | 442 ARMONK RD MOUNT KISCO NY 10549 | 06/12/2018 | 06/12/2023 |
| DOL | DOL | ****3812 | CARMODY INDUSTRIES INC | | | 06/12/2018 | 06/12/2023 |
| DOL | DOL | | CARMODY MAINTENANCE CORPORATION | | 442 ARMONK RD MOUNT KISCO NY 10549 | 06/12/2018 | 06/12/2023 |
| DOL | DOL | | CARMODY MASONRY CORP | | 442 ARMONK RD MOUNT KISCO NY 10549 | 06/12/2018 | 06/12/2023 |
| DOL | DOL | ****8809 | CBE CONTRACTING CORP | | 142 EAST MARKET STREET LONG BEACH NY 11561 | 03/07/2017 | 03/07/2022 |
| DOL | AG | | CESAR J. AGUDELO | | 81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372 | 02/07/2018 | 02/07/2023 |
| DOL | DOL | ****0026 | CHANTICLEER CONSTRUCTION LLC | | 4 BROTHERS ROAD WAPPINGERS FALLS NY 12590 | 10/20/2020 | 10/20/2025 |
| DOL | DOL | | CHARLES ZIMMER JR | | 216 WESTBROOK STREET P O BOX 304SAYRE PA 18840 | 08/09/2016 | 08/09/2021 |
| DOL | DOL | | CHRISTOPHER J MAINI | | 19 CAITLIN AVE JAMESTOWN NY 14701 | 09/17/2018 | 09/17/2023 |
| DOL | DOL | | CHRISTOPHER PAPASTEFANO A/K/A CHRIS PAPASTEFANO | | 1445 COMMERCE AVE BRONX NY 10461 | 05/30/2019 | 05/30/2024 |
| DOL | DOL | ****1927 | CONSTRUCTION PARTS WAREHOUSE, INC. | CPW | 5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057 | 09/12/2018 | 09/12/2023 |
| DOL | DOL | ****2524 | CSI ELECTRICAL & MECHANICAL INC | | 42-32 235TH ST DOUGLASTON NY 11363 | 01/14/2019 | 01/14/2024 |
| DOL | NYC | | DALJIT KAUR BOPARAI | | 185-06 56TH AVE FRESH MEADOW NY 11365 | 10/17/2017 | 10/17/2022 |
| DOL | DOL | | DANICA IVANOSKI | | 61 WILLET ST. PASSAIC NJ 07503 | 10/26/2016 | 10/26/2021 |
| DOL | DOL | | DARIAN L COKER | | 2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205 | 09/17/2020 | 09/17/2025 |
| DOL | DOL | | DARIAN L COKER | | 2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205 | 12/04/2018 | 12/04/2023 |
| DOL | NYC | | DAVID WEINER | | 14 NEW DROP LANE 2ND FLOORSTATEN ISLAND NY 10306 | 11/14/2019 | 11/14/2024 |
| DOL | DOL | | DEBBIE STURDEVANT | | 29 MAPLEWOOD DRIVE BINGHAMTON NY 13901 | 02/21/2017 | 02/21/2022 |
| DOL | AG | | DEBRA MARTINEZ | | 31 BAY ST BROOKLYN NY 11231 | 03/28/2018 | 03/28/2023 |
| DOL | DOL | | DELPHI PAINTING & DECORATING CO INC | | 1445 COMMERCE AVE BRONX NY 10461 | 05/30/2019 | 05/30/2024 |

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| DOL | DOL | | DENNIS SCHWANDTNER | | C/O YES SERVICE AND REPAIR 145 LODGE AVE HUNTINGTON STATION NY 11476 | 08/09/2016 | 08/09/2021 |
| DOL | DOL | | DF CONTRACTORS OF ROCHESTER, INC. | | 1835 DAANSEN RD. PALMYRA NY 14522 | 05/16/2017 | 05/16/2022 |
| DOL | DOL | | DF CONTRACTORS, INC. | | 1835 DAANSEN RD. PALMYRA NY 14522 | 05/16/2017 | 05/16/2022 |
| DOL | NYC | | DIMITRIOS TSOUMAS | | 35-12 19TH AVENUE ASTORIA NY 11105 | 08/02/2017 | 08/02/2022 |
| DOL | DOL | | DOMENICO LAFACE | | 8531 OSWEGO RD BALDWINSVILLE NY 13027 | 02/03/2020 | 01/09/2023 |
| DOL | DOL | *****3242 | DONALD R. FORSAY | DF LAWN SERVICE | 1835 DAANSEN RD. PALMYRA NY 14522 | 05/16/2017 | 05/16/2022 |
| DOL | DOL | | DONALD R. FORSAY | | 1835 DAANSEN RD. PALMYRA NY 14522 | 05/16/2017 | 05/16/2022 |
| DOL | NYC | | DUARTE LOPES | | 66-05 WOODHAVEN BLVD. STE 2 REGO PARK NY 11374 | 04/20/2017 | 04/20/2022 |
| DOL | DOL | *****5175 | EAGLE MECHANICAL AND GENERAL CONSTRUCTION LLC | | 11371 RIDGE RD WOLCOTT NY 14590 | 02/03/2020 | 02/03/2025 |
| DOL | DOL | | EAST COAST PAVING | | 2238 BAKER RD GILLET PA 16923 | 03/12/2018 | 03/12/2023 |
| DOL | NYC | *****4269 | EAST PORT EXCAVATION & UTILITIES | | 601 PORTION RD RONKONKOMA NY 11779 | 11/18/2016 | 11/18/2021 |
| DOL | DOL | *****0780 | EMES HEATING & PLUMBING CONTR | | 5 EMES LANE MONSEY NY 10952 | 01/20/2002 | 01/20/3002 |
| DOL | NYC | *****5917 | EPOCH ELECTRICAL, INC | | 97-18 50TH AVE CORONA NY 11368 | 04/19/2018 | 04/19/2024 |
| DOL | DOL | *****7403 | F & B PAINTING CONTRACTING INC | | 2 PARKVIEW AVENUE HARRISON NY 10604 | 09/26/2016 | 09/26/2021 |
| DOL | DOL | | FAIGY LOWINGER | | 11 MOUNTAIN RD 28 VAN BUREN DR MONROE NY 10950 | 03/20/2019 | 03/20/2024 |
| DOL | DOL | | FRANK BENEDETTO | | 19 CATLIN AVE JAMESTOWN NY 14701 | 09/17/2018 | 09/17/2023 |
| DOL | DOL | | FRANK BENEDETTO | | C/O F & B PAINTING CONTRA 2 PARKVIEW AVENUE HARRISON NY 10604 | 09/26/2016 | 09/26/2021 |
| DOL | DOL | *****4722 | FRANK BENEDETTO AND CHRISTOPHER J MAINI | B & M CONCRETE | 19 CAITLIN AVE JAMESTOWN NY 14701 | 09/17/2018 | 09/17/2023 |
| DOL | NYC | | FRANK MAINI | | 1766 FRONT ST YORKTOWN HEIGHTS NY 10598 | 01/17/2018 | 01/17/2023 |
| DOL | NYC | *****6616 | G & G MECHANICAL ENTERPRISES, LLC. | | 1936 HEMPSTEAD TURNPIKE EAST MEDOW NY 11554 | 11/29/2019 | 11/29/2024 |
| DOL | DOL | | GABRIEL FRASSETTI | | | 04/10/2019 | 04/10/2024 |
| DOL | DOL | | GEOFF CORLETT | | 415 FLAGGER AVE #302 STUART FL 34994 | 10/31/2018 | 10/31/2023 |
| DOL | DA | | GEORGE LUCEY | | 150 KINGS STREET BROOKLYN NY 11231 | 01/19/1998 | 01/19/2998 |
| DOL | DOL | | GIGI SCHNECKENBURGER | | 261 MILL RD EAST AURORA NY 14052 | 05/29/2019 | 05/29/2024 |
| DOL | DOL | | GIOVANNI LAFACE | | 8531 OSWEGO RD BALDWINSVILLE NY 13027 | 02/03/2020 | 01/09/2023 |
| DOL | NYC | *****3164 | GLOBE GATES INC | GLOBAL OVERHEAD DOORS | 405 BARRETTO ST BRONX NY 10474 | 05/31/2018 | 05/31/2023 |
| DOL | NYC | | GREAT ESTATE CONSTRUCTION, INC. | | 327 STAGG ST BROOKLYN NY 11206 | 10/10/2017 | 10/10/2022 |
| DOL | DOL | | GREGORY S. OLSON | | P.O BOX 100 200 LATTA BROOK PARK HORSEHEADS NY 14845 | 03/08/2018 | 03/08/2023 |
| DOL | DOL | | HANS RATH | | 24 ELDOR AVENUE NEW CITY NY 10956 | 02/03/2020 | 02/03/2025 |
| DOL | NYC | *****3228 | HEIGHTS ELEVATOR CORP. | | 1766 FRONT ST YORKTOWN HEIGHTS NY 10598 | 01/17/2018 | 01/17/2023 |
| DOL | DOL | *****5131 | INTEGRITY MASONRY, INC. | M&R CONCRETE | 722 8TH AVE WATERVLIET NY 12189 | 06/05/2018 | 06/05/2023 |
| DOL | DOL | | IRENE KASELIS | | 32 PENNINGTON AVE WALDWICK NJ 07463 | 05/30/2019 | 05/30/2024 |
| DOL | DOL | *****9211 | J. WASE CONSTRUCTION CORP. | | 8545 RT 9W ATHENS NY 12015 | 03/09/2021 | 03/09/2026 |

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| DOL | DOL | | J.A. HIRES CADWALLADER | | P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845 | 03/08/2018 | 03/08/2023 |
| DOL | DOL | | JAMES C. DELGIACCO | | 722 8TH AVE WATERVLLET NY 12189 | 06/05/2018 | 06/05/2023 |
| DOL | DOL | | JAMES LIACONE | | 9365 WASHINGTON ST LOCKPORT IL 60441 | 07/23/2018 | 07/23/2023 |
| DOL | DOL | | JAMES RACHEL | | 9365 WASHINGTON ST LOCKPORT IL 60441 | 07/23/2018 | 07/23/2023 |
| DOL | DOL | *****5368 | JCH MASONRY & LANDSCAPING INC. | | 35 CLINTON AVE OSSINING NY 10562 | 09/12/2018 | 09/12/2023 |
| DOL | NYC | | JENNIFER GUERRERO | | 1936 HEMPSTEAD TURNPIKE EAST MEADOW NY 11554 | 11/29/2019 | 11/29/2024 |
| DOL | DOL | | JESSICA WHITESIDE | | C/O BRRESTORATION NY INC 140 ARCADIA AVENUEOSWEGO NY 13126 | 09/12/2016 | 09/12/2021 |
| DOL | AG | | JOHN ANTHONY MASSINO | | 36-49 204TH STREET BAYSIDE NY 11372 | 02/07/2018 | 02/07/2023 |
| DOL | DOL | | JOHN F. CADWALLADER | | 200 LATTA BROOK PARK HORSEHEADS NY 14845 | 03/08/2018 | 03/08/2023 |
| DOL | DOL | *****4612 | JOHN F. CADWALLADER, INC. | THE GLASS COMPANY | P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845 | 03/08/2018 | 03/08/2023 |
| DOL | DOL | | JOHN GOCEK | | 14B COMMERCIAL AVE ALBANY NY 12065 | 11/14/2019 | 11/14/2024 |
| DOL | DOL | | JOHN WASE | | 8545 RT 9W ATHENS NY 12015 | 03/09/2021 | 03/09/2026 |
| DOL | AG | *****0600 | JOHNCO CONTRACTING, INC. | | 36-49 204TH STREET BAYSIDE NY 11372 | 02/07/2018 | 02/07/2023 |
| DOL | DOL | | JON E DEYOUNG | | 261 MILL RD P.O BOX 296EAST AURORA NY 14052 | 05/29/2019 | 05/29/2024 |
| DOL | DOL | | JORI PEDERSEN | | 415 FLAGER AVE #302STUART FL 34994 | 10/31/2018 | 10/31/2023 |
| DOL | DOL | | JOSE CHUCHUCA | | 35 CLINTON AVE OSSINING NY 10562 | 09/12/2018 | 09/12/2023 |
| DOL | NYC | | JOSEPH FOLEY | | 66-05 WOODHAVEN BLVD. STE 2REGO PARK NY 11374 | 04/20/2017 | 04/20/2022 |
| DOL | DOL | *****9273 | JOSEPH M LOVETRO | | P O BOX 812 BUFFALO NY 14220 | 08/09/2016 | 08/09/2021 |
| DOL | NYC | | JOSEPH MARTINO | | 1535 RICHMOND AVENUE STATEN ISLAND NY 10314 | 12/13/2017 | 12/13/2022 |
| DOL | DOL | | JOY MARTIN | | 2404 DELAWARE AVE NIGARA FALLS NY 14305 | 09/12/2018 | 09/12/2023 |
| DOL | DOL | | JULIUS AND GITA BEHREND | | 5 EMES LANE MONSEY NY 10952 | 11/20/2002 | 11/20/3002 |
| DOL | DOL | *****5062 | K R F SITE DEVELOPMENT INC | | 375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579 | 01/23/2017 | 01/23/2022 |
| DOL | NYC | | K.S. CONTRACTING CORP. | | 29 PHILLIP DRIVE PARSIPPANY NJ 07054 | 02/13/2017 | 02/13/2022 |
| DOL | DOL | | KARIN MANGIN | | 796 PHELPS ROAD FRANKLIN LAKES NJ 07417 | 12/01/2020 | 12/01/2025 |
| DOL | DOL | | KATE E. CONNOR | | 7088 INTERSTATE ISLAND RD SYRACUSE NY 13209 | 03/31/2021 | 03/31/2026 |
| DOL | DOL | | KATIE BURDICK | | 2238 BAKER RD GILLET PA 16923 | 03/12/2018 | 03/12/2023 |
| DOL | DOL | *****2959 | KELC DEVELOPMENT, INC | | 7088 INTERSTATE ISLAND RD SYRACUSE NY 13209 | 03/31/2021 | 03/31/2026 |
| DOL | DOL | | KENNETH FIORENTINO | | 375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579 | 01/23/2017 | 01/23/2022 |
| DOL | DOL | *****3490 | L & M CONSTRUCTION/DRYWALL INC. | | 1079 YONKERS AVE YONKERS NY 10704 | 08/07/2018 | 08/07/2023 |
| DOL | DA | *****8816 | LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION | | 150 KINGS STREET BROOKLYN NY 11231 | 08/19/1998 | 08/19/2998 |
| DOL | DOL | *****4505 | LARAPINTA ASSOCIATES INC | | 29 MAPLEWOOD DRIVE BINGHAMTON NY 13901 | 02/21/2017 | 02/21/2022 |
| DOL | DOL | | LAVERN GLAVE | | 161 ROBYN RD MONROE NY 10950 | 01/30/2018 | 01/30/2023 |
| DOL | DOL | *****4388 | LEN.J CONSTRUCTION, LLC | | PO BOX 10007 ALBANY NY 12201 | 06/24/2016 | 09/19/2022 |
| DOL | DOL | *****4388 | LEN.J CONSTRUCTION, LLC | | PO BOX 10007 ALBANY NY 12201 | 06/24/2016 | 09/19/2022 |
| DOL | DOL | *****4388 | LEN.J CONSTRUCTION, LLC | | PO BOX 10007 ALBANY NY 12201 | 06/24/2016 | 09/19/2022 |

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| DOL | DOL | ****4388 | LEN.J CONSTRUCTION, LLC | | PO BOX 10007 ALBANY NY 12201 | 09/19/2017 | 09/19/2022 |
| DOL | DOL | ****4388 | LEN.J CONSTRUCTION, LLC | | PO BOX 10007 ALBANY NY 12201 | 01/17/2017 | 09/19/2022 |
| DOL | DOL | ****4388 | LEN.J CONSTRUCTION, LLC | | PO BOX 10007 ALBANY NY 12201 | 09/19/2017 | 09/19/2022 |
| DOL | DOL | ****4388 | LEN.J CONSTRUCTION, LLC | | PO BOX 10007 ALBANY NY 12201 | 09/19/2017 | 09/19/2022 |
| DOL | DOL | ****4388 | LEN.J CONSTRUCTION, LLC | | PO BOX 10007 ALBANY NY 12201 | 08/14/2017 | 09/19/2022 |
| DOL | DOL | | LEROY NELSON JR | | PO BOX 10007 ALBANY NY 12201 | 09/19/2017 | 09/19/2022 |
| DOL | DOL | | LEROY NELSON JR | | PO BOX 10007 ALBANY NY 12201 | 09/19/2017 | 09/19/2022 |
| DOL | DOL | | LEROY NELSON JR | | PO BOX 10007 ALBANY NY 12201 | 09/19/2017 | 09/19/2022 |
| DOL | DOL | | LEROY NELSON JR | | PO BOX 10007 ALBANY NY 12201 | 09/19/2017 | 09/19/2022 |
| DOL | DOL | | LEROY NELSON JR | | PO BOX 10007 ALBANY NY 12201 | 08/14/2017 | 08/14/2022 |
| DOL | DOL | | LEROY NELSON JR | | PO BOX 10007 ALBANY NY 12201 | 01/17/2017 | 09/19/2022 |
| DOL | DA | ****4460 | LONG ISLAND GLASS & STOREFRONTS, LLC | | 4 MANHASSET TRL RIDGE NY 11961 | 09/06/2018 | 09/06/2023 |
| DOL | AG | ****4216 | LOTUS-C CORP. | | 81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372 | 02/07/2018 | 02/07/2023 |
| DOL | DOL | | LOUIS A. CALICCHIA | | 1223 PARK ST. PEEKSKILL NY 10566 | 05/17/2021 | 05/17/2026 |
| DOL | NYC | | LUBOMIR PETER SVOBODA | | 27 HOUSMAN AVE STATEN ISLAND NY 10303 | 12/26/2019 | 12/26/2024 |
| DOL | NYC | | M & L STEEL & ORNAMENTAL IRON CORP. | | 27 HOUSMAN AVE STATEN ISLAND NY 10303 | 12/26/2019 | 12/26/2024 |
| DOL | DOL | | M ANVER BEIG | | 142 EAST MARKET STREET LONG BEACH NY 11561 | 03/07/2017 | 03/07/2022 |
| DOL | DOL | | M. ANVER BEIG | | 142 EAST MARKET STREET LONG BEACH NY 11561 | 03/07/2017 | 03/07/2022 |
| DOL | DOL | ****1784 | MADISON AVE CONSTRUCTION CORP | | 39 PENNY STREET WEST ISLIP NY 11795 | 11/02/2016 | 11/02/2021 |
| DOL | DOL | ****2196 | MAINSTREAM SPECIALTIES, INC. | | 11 OLD TOWN RD SELKIRK NY 12158 | 02/02/2021 | 02/02/2026 |
| DOL | DA | | MANUEL P TOBIO | | 150 KINGS STREET BROOKLYN NY 14444 | 08/19/1998 | 08/19/2998 |
| DOL | DA | | MANUEL TOBIO | | 150 KINGS STREET BROOKLYN NY 11231 | 08/19/1998 | 08/19/2998 |
| DOL | NYC | | MAREK FABIJANOWSKI | | 50 MAIN ST WHITE PLAINS NY 10606 | 01/04/2019 | 01/04/2024 |
| DOL | NYC | | MARTINE ALTER | | 1010 NORTHERN BLVD. GREAT NECK NY 11021 | 03/09/2017 | 03/09/2022 |
| DOL | DOL | | MARVIN A STURDEVANT | | 29 MAPLEWOOD DRIVE BINGHAMTON NY 13901 | 02/21/2017 | 02/21/2022 |
| DOL | DOL | | MASONRY CONSTRUCTION, INC. | | 442 ARMONK RD MOUNT KISCO NY 10549 | 06/12/2018 | 06/12/2023 |
| DOL | DOL | ****3333 | MASONRY INDUSTRIES, INC. | | 442 ARMONK RD MOUNT KISCO NY 10549 | 06/12/2018 | 06/12/2023 |
| DOL | NYC | | MATINA KARAGIANNIS | | 97-18 50TH AVE CORONA NY 11368 | 04/19/2018 | 04/19/2023 |
| DOL | DOL | | MATTHEW P. KILGORE | | 4156 WILSON ROAD EAST TABERG NY 13471 | 03/26/2019 | 03/26/2024 |
| DOL | DOL | | MAURICE GAWENO | | 442 ARMONK RD MOUNT KISCO NY 10549 | 06/12/2018 | 06/12/2023 |
| DOL | DOL | ****6416 | MCCALL MASONRY | | P O BOX 304 SAYRE PA 18840 | 08/09/2016 | 08/09/2021 |
| DOL | DOL | | MCLEAN "MIKKI BEANE" | | 1229 JAMES STREET SYRACUSE NY 13203 | 05/02/2017 | 05/02/2022 |
| DOL | DOL | | MCLEAN "MIKKI" DRAKE | | 1229 JAMES STREET SYRACUSE NY 13203 | 05/02/2017 | 05/02/2022 |
| DOL | DOL | | MCLEAN M DRAKE-BEANE | | 1229 JAMES STREET SYRACUSE NY 13203 | 05/02/2017 | 05/02/2022 |
| DOL | DOL | ****9445 | MCLEAN M WALSH | ELITE PROFESSION AL PAINTING OF CNY | 1229 JAMES STREET SYRACUSE NY 13203 | 05/02/2017 | 05/02/2022 |

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| DOL | DOL | *****9445 | MCLEAN M WALSH | ELITE PROFESSIONAL PAINTING OF CNY | 1229 JAMES STREET SYRACUSE NY 13203 | 05/02/2017 | 05/02/2022 |
| DOL | DOL | | MICHAEL LENIHAN | | 1079 YONKERS AVE UNIT 4YONKERS NY 10704 | 08/07/2018 | 08/07/2023 |
| DOL | AG | | MICHAEL RIGLIETTI | | 31 BAY ST BROOKLYN NY 11231 | 03/28/2018 | 03/28/2023 |
| DOL | DOL | *****4829 | MILESTONE ENVIRONMENTAL CORPORATION | | 704 GINESI DRIVE SUITE 29MORGANVILLE NJ 07751 | 04/10/2019 | 04/10/2024 |
| DOL | NYC | *****9926 | MILLENNIUM FIRE PROTECTION, LLC | | 325 W. 38TH STREET SUITE 204NEW YORK NY 10018 | 11/14/2019 | 11/14/2024 |
| DOL | NYC | *****0627 | MILLENNIUM FIRE SERVICES, LLC | | 14 NEW DROP LNE 2ND FLOORSTATEN ISLAND NY 10306 | 11/14/2019 | 11/14/2024 |
| DOL | NYC | *****3826 | MOVING MAVEN OF NY, INC. | | 1010 NORTHERN BLVD. GREAT NECK NY 11021 | 03/09/2017 | 03/09/2022 |
| DOL | NYC | *****3550 | MOVING MAVEN, INC | | 1010 NORTHERN BLVD. GREAT NECK NY 11021 | 03/09/2017 | 03/09/2022 |
| DOL | AG | | MSR ELECTRICAL CONSTRUCTION CORP. | | 31 BAY ST BROOKLYN NY 11231 | 03/28/2018 | 03/28/2023 |
| DOL | DOL | | MUHAMMAD BEIG | | 142 EAST MARKET STREET LONG BEACH NY 11561 | 03/07/2017 | 03/07/2022 |
| DOL | DOL | | MUHAMMAD BEIG | | 142 EAST MARKET STREET LONG BEACH NY 11561 | 03/07/2017 | 03/07/2022 |
| DOL | NYC | | MUHAMMED A. HASHEM | | 524 MCDONALD AVENUE BROOKLYN NY 11218 | 09/17/2020 | 09/17/2025 |
| DOL | DA | *****9786 | NATIONAL INSULATION & GC CORP | | 180 MILLER PLACE HICKSVILLE NY 11801 | 12/12/2018 | 12/12/2023 |
| DOL | NYC | | NICHOLAS FILIPAKIS | | 7113 FORT HAMILTON PARKWA BROOKLYN NY 11228 | 12/09/2016 | 12/09/2021 |
| DOL | DOL | *****7429 | NICOLAE I. BARBIR | BESTUCCO CONSTRUCTION, INC. | 444 SCHANTZ ROAD ALLENTOWN PA 18104 | 09/17/2020 | 09/17/2025 |
| DOL | DOL | *****6966 | NORTH COUNTRY DRYWALL AND PAINT | | 23167 COUNTY ROUTE 59 DEXTER NY 13634 | 10/24/2016 | 10/24/2021 |
| DOL | DOL | *****0065 | NORTHEAST LANDSCAPE AND MASONRY ASSOC | | 3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523 | 01/23/2017 | 01/23/2022 |
| DOL | DOL | *****1845 | OC ERECTERS, LLC A/K/A OC ERECTERS OF NY INC. | | 1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442 | 01/16/2018 | 01/16/2023 |
| DOL | NYC | *****0818 | ONE TEN RESTORATION, INC. | | 2366 61ST ST BROOKLYN NY 11204 | 12/15/2016 | 12/15/2021 |
| DOL | NYC | | PARESH SHAH | | 29 PHILLIP DRIVE PARSIPPANY NJ 07054 | 02/13/2017 | 02/13/2022 |
| DOL | DOL | | PAULINE CHAHALES | | 935 S LAKE BLVD MAHOPAC NY 10541 | 03/02/2021 | 03/02/2026 |
| DOL | NYC | *****9422 | PELIUM CONSTRUCTION, INC. | | 22-33 35TH ST. ASTORIA NY 11105 | 12/30/2016 | 12/30/2021 |
| DOL | DOL | | PETER M PERGOLA | | 3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523 | 01/23/2017 | 01/23/2022 |
| DOL | DOL | | PETER STEVENS | | 11 OLD TOWN ROAD SELKIRK NY 12158 | 02/02/2021 | 02/02/2026 |
| DOL | DOL | | PIERRE LAPORT | | 224 COUNTY HIGHWAY 138 BROADALBIN NY 12025 | 03/07/2017 | 03/07/2022 |
| DOL | DOL | *****1543 | PJ LAPORT FLOORING INC | | 224 COUNTY HIGHWAY 138 BROADALBIN NY 12025 | 03/07/2017 | 03/07/2022 |
| DOL | NYC | *****5771 | PMJ ELECTRICAL CORP | | 7113 FORT HAMILTON PARKWA BROOKLYN NY 11228 | 12/09/2016 | 12/09/2021 |
| DOL | DOL | *****0466 | PRECISION BUILT FENCES, INC. | | 1617 MAIN ST PEEKSKILL NY 10566 | 03/03/2020 | 03/03/2025 |
| DOL | NYC | *****4532 | PROFESSIONAL PAVERS CORP. | | 66-05 WOODHAVEN BLVD. REGO PARK NY 11374 | 04/20/2017 | 04/20/2022 |
| DOL | DA | *****6817 | QUADRANT METAL BUILDINGS LLC | | 2740 SW MARTIN DOWNS BLVD PALM CITY FL 34990 | 08/25/2016 | 08/25/2021 |
| DOL | NYC | | RASHEL CONSTRUCTION CORP | | 524 MCDONALD AVENUE BROOKLYN NY 11218 | 09/17/2020 | 09/17/2025 |
| DOL | DOL | *****1068 | RATH MECHANICAL CONTRACTORS, INC. | | 24 ELDOR AVENUE NEW CITY NY 10956 | 02/03/2020 | 02/03/2025 |
| DOL | DOL | *****2633 | RAW POWER ELECTRIC CORP | | 3 PARK CIRCLE MIDDLETOWN NY 10940 | 01/30/2018 | 01/30/2023 |

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| DOL | AG | *****7015 | RCM PAINTING INC. | | 69-06 GRAND AVENUE 2ND FLOOR MASPETH NY 11378 | 02/07/2018 | 02/07/2023 |
| DOL | DOL | | REGINALD WARREN | | 161 ROBYN RD MONROE NY 10950 | 01/30/2018 | 01/30/2023 |
| DOL | DA | | RIANN MULLER | | 2740 SW MARTIN DOWNS BLVD PALM CITY FL 34990 | 08/25/2016 | 08/25/2021 |
| DOL | DOL | *****9148 | RICH T CONSTRUCTION | | 107 WILLOW WOOD LANE CAMILLUS NY 13031 | 11/13/2018 | 11/13/2023 |
| DOL | DOL | | RICHARD MACONE | | 8617 THIRD AVE BROOKLYN NY 11209 | 09/17/2018 | 09/17/2023 |
| DOL | DOL | | RICHARD REGGIO | | 1617 MAIN ST PEEKSKILL NY 10566 | 03/03/2020 | 03/03/2025 |
| DOL | DOL | *****9148 | RICHARD TIMIAN | RICH T CONSTRUCTI ON | 108 LAMONT AVE SYRACUSE NY 13209 | 10/16/2018 | 10/16/2023 |
| DOL | DOL | | RICHARD TIMIAN JR. | | 108 LAMONT AVE SYRACUSE NY 13209 | 10/16/2018 | 10/16/2023 |
| DOL | DOL | | RICHARD TIMIAN JR. | | 108 LAMONT AVE SYRACUSE NY 13209 | 11/13/2018 | 11/13/2023 |
| DOL | DOL | | ROBBYE BISSESAR | | 89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427 | 01/11/2003 | 01/11/3003 |
| DOL | DOL | | ROBERT A. VALERINO | | 3841 LANYARD COURT NEW PORT RICHEY FL 34652 | 07/09/2019 | 07/09/2024 |
| DOL | DOL | | ROBERT BRUNO | | 3 GAYLORD ST AUBURN NY 13021 | 11/15/2016 | 11/15/2021 |
| DOL | DOL | | ROBERT BRUNO | | 5 MORNINGSIDE DRIVE AUBURN NY 13021 | 05/28/2019 | 05/28/2024 |
| DOL | NYC | | ROBERT HOHMAN | | 149 FIFTH AVE NEW YORK NY 10010 | 12/29/2016 | 12/29/2021 |
| DOL | DOL | | RODERICK PUGH | | 404 OAK ST SUITE 101 SYRACUSE NY 13203 | 07/23/2018 | 07/23/2023 |
| DOL | DOL | *****4880 | RODERICK PUGH CONSTRUCTION INC. | | 404 OAK ST SUITE 101 SYRACUSE NY 13203 | 07/23/2018 | 07/23/2023 |
| DOL | DOL | | ROMEO WARREN | | 161 ROBYN RD MONROE NY 10950 | 01/30/2018 | 01/30/2023 |
| DOL | DOL | | RONALD MESSEN | | 14B COMMERCIAL AVE ALBANY NY 12065 | 11/14/2019 | 11/14/2024 |
| DOL | DOL | | ROSEANNE CANTISANI | | | 06/12/2018 | 06/12/2023 |
| DOL | DOL | | RYAN ALBIE | | 21 S HOWELLS POINT ROAD BELLPORT NY 11713 | 02/21/2017 | 02/21/2022 |
| DOL | DOL | *****3347 | RYAN ALBIE CONTRACTING INC | | 21 S HOWELLS POINT ROAD BELLPORT NY 11713 | 02/21/2017 | 02/21/2022 |
| DOL | DOL | *****1365 | S & L PAINTING, INC. | | 11 MOUNTAIN ROAD P.O BOX 408 MONROE NY 10950 | 03/20/2019 | 03/20/2024 |
| DOL | DOL | *****7730 | S C MARTIN GROUP INC. | | 2404 DELAWARE AVE NIAGARA FALLS NY 14305 | 09/12/2018 | 09/12/2023 |
| DOL | DOL | | SALVATORE A FRESINA | | | 08/26/2016 | 08/26/2021 |
| DOL | DOL | | SAM FRESINA | | | 08/26/2016 | 08/26/2021 |
| DOL | NYC | *****0349 | SAM WATERPROOFING INC | | 168-42 88TH AVENUE APT.1 AJAMAICA NY 11432 | 11/20/2019 | 11/20/2024 |
| DOL | NYC | | SANDEEP BOPARAI | | 185-06 56TH AVE FRESH MEADOW NY 11365 | 10/17/2017 | 10/17/2022 |
| DOL | DOL | *****9751 | SCW CONSTRUCTION | | 544 OLD ROUTE 23 ACRE NY 12405 | 02/14/2017 | 02/14/2022 |
| DOL | NYC | *****6597 | SHAIRA CONSTRUCTION CORP. | | 421 HUDSON STREET SUITE C5 NEW YORK NY 10014 | 02/20/2019 | 02/20/2024 |
| DOL | DOL | *****1961 | SHANE BURDICK | CENTRAL TRAFFIC CONTROL, LLC. | 2238 BAKER ROAD GILLET PA 16923 | 03/12/2018 | 03/12/2023 |
| DOL | DOL | | SHANE BURDICK | | 2238 BAKER ROAD GILLET PA 16923 | 03/12/2018 | 03/12/2023 |
| DOL | DOL | | SHANE NOLAN | | 9365 WASHINGTON ST LOCKPORT IL 60441 | 07/23/2018 | 07/23/2023 |
| DOL | DOL | | SHULEM LOWINGER | | 11 MOUNTAIN ROAD 28 VAN BUREN DR MONROE NY 10950 | 03/20/2019 | 03/20/2024 |

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| DOL | DOL | ****0816 | SOLAR ARRAY SOLUTIONS, LLC | | 9365 WASHINGTON ST LOCKPORT IL 60441 | 07/23/2018 | 07/23/2023 |
| DOL | DOL | ****2221 | SOUTH BUFFALO ELECTRIC, INC. | | 1250 BROADWAY ST BUFFALO NY 14212 | 02/03/2020 | 02/03/2025 |
| DOL | DOL | ****3496 | STAR INTERNATIONAL INC | | 89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427 | 08/11/2003 | 08/11/3003 |
| DOL | DOL | ****6844 | STEAM PLANT AND CHX SYSTEMS INC. | | 14B COMMERCIAL AVENUE ALBANY NY 12065 | 11/14/2019 | 11/14/2024 |
| DOL | DOL | ****9933 | STEED GENERAL CONTRACTORS, INC. | | 1445 COMMERCE AVE BRONX NY 10461 | 05/30/2019 | 05/30/2024 |
| DOL | DOL | | STEFANOS PAPASTEFANOU, JR. A/K/A STEVE PAPASTEFANOU, JR. | | 256 WEST SADDLE RIVER RD UPPER SADDLE RIVER NJ 07458 | 05/30/2019 | 05/30/2024 |
| DOL | DOL | ****9751 | STEPHEN C WAGAR | | 544 OLD ROUTE 23 ACRE NY 12405 | 02/14/2017 | 02/14/2022 |
| DOL | DOL | | STEVE TATE | | 415 FLAGER AVE #302STUART FL 34994 | 10/31/2018 | 10/31/2023 |
| DOL | NYC | | STEVEN GOVERNALE | | 601 PORTION RD RONKONKOMA NY 11779 | 11/18/2016 | 11/18/2021 |
| DOL | DOL | | STEVEN MARTIN | | 2404 DELWARE AVE NIAGARA FALLS NY 14305 | 09/12/2018 | 09/12/2023 |
| DOL | DOL | | STEVEN TESTA | | 50 SALEM STREET - BLDG B LYNNFIELD MA 01940 | 01/23/2017 | 01/23/2022 |
| DOL | NYC | ****5863 | SUKHMANY CONSTRUCTION, INC. | | 185-06 56TH AVE FRESH MEADOW NY 11365 | 10/17/2017 | 10/17/2022 |
| DOL | DOL | ****1060 | SUNN ENTERPRISES GROUP, LLC | | 370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601 | 02/11/2019 | 02/11/2024 |
| DOL | DOL | ****8209 | SYRACUSE SCALES, INC. | | 158 SOLAR ST SYRACUSE NY 13204 | 01/07/2019 | 01/07/2024 |
| DOL | DOL | | TALAILA OCAMPA | | 1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442 | 01/16/2018 | 01/16/2023 |
| DOL | DOL | | TERRY THOMPSON | | 11371 RIDGE RD WOLCOTT NY 14590 | 02/03/2020 | 02/03/2025 |
| DOL | DOL | | TEST | | P.O BOX 123 ALBANY NY 12204 | 05/20/2020 | 05/20/2025 |
| DOL | DOL | ****6789 | TEST1000 | | P.O BOX 123 ALBANY NY 12044 | 03/01/2021 | 03/01/2026 |
| DOL | DOL | ****5570 | TESTA CORP | | 50 SALEM STREET - BLDG B LYNNFIELD MA 01940 | 01/23/2017 | 01/23/2022 |
| DOL | DOL | ****5766 | THE COKER CORPORATION | COKER CORPORATION | 2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205 | 12/04/2018 | 12/04/2023 |
| DOL | DOL | ****5766 | THE COKER CORPORATION | COKER CORPORATION | 2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205 | 09/17/2020 | 09/17/2025 |
| DOL | DOL | ****3453 | TORCHIA'S HOME IMPROVEMENT | | 10153 ROBERTS RD SAUQUOIT NY 13456 | 08/09/2016 | 08/09/2021 |
| DOL | DOL | ****8311 | TRIPLE B FABRICATING, INC. | | 61 WILLETT ST. PASSAIC NJ 07503 | 10/26/2016 | 10/26/2021 |
| DOL | DOL | ****6392 | V.M.K CORP. | | 8617 THIRD AVE BROOKLYN NY 11209 | 09/17/2018 | 09/17/2023 |
| DOL | DOL | ****6418 | VALHALLA CONSTRUCTION, LLC. | | 796 PHLEPS ROAD FRANKLIN LAKES NJ 07417 | 12/01/2020 | 12/01/2025 |
| DOL | NYC | ****7361 | VIABLE HOLDINGS, INC. | MOVING MAVEN | 1010 NORTHERN BLVD. GREAT NECK NY 11021 | 03/09/2017 | 03/09/2022 |
| DOL | DOL | | VICTOR ALICANTI | | 42-32 235TH ST DOUGLASTON NY 11363 | 01/14/2019 | 01/14/2024 |
| DOL | NYC | | VIKTAR PATONICH | | 2630 CROSEY AVE BROOKLYN NY 11214 | 10/30/2018 | 10/30/2023 |
| DOL | DOL | | VIKTORIA RATH | | 24 ELDOR AVENUE NEW CITY NY 10956 | 02/03/2020 | 02/03/2025 |
| DOL | NYC | | VITO GARGANO | | 1535 RICHMOND AVE STATEN ISLAND NY 10314 | 12/13/2017 | 12/13/2022 |
| DOL | NYC | ****3673 | WALTERS AND WALTERS, INC. | | 465 EAST AND THIRD ST MT. VERNON NY 10550 | 09/09/2019 | 09/09/2024 |
| DOL | DOL | | WAYNE LIVINGSTON JR | NORTH COUNTRY DRYWALL AND PAINT | 23167 COUNTY ROUTE 59 DEXTER NY 13634 | 10/24/2016 | 10/24/2021 |
| DOL | DOL | ****3296 | WESTERN NEW YORK CONTRACTORS, INC. | | 3841 LAYNARD COURT NEW PORT RICHEY FL 34652 | 07/09/2019 | 07/09/2024 |
| DOL | DOL | | WHITE PLAINS CARPENTRY CORP | | 442 ARMONK RD | 06/12/2018 | 06/12/2023 |
| DOL | DOL | | WILLIAM WALTERS INC | | 1388 WILMINGTON STREET | 05/02/2017 | 05/02/2022 |

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| DOL | DOL | | WILLIAM DEAK | | C/O MADISON AVE CONSTR CO 39 PENNY STREETWEST ISLIP NY 11795 | 11/02/2016 | 11/02/2021 |
| DOL | DOL | *****4043 | WINDSHIELD INSTALLATION NETWORK, INC. | | 200 LATTA BROOK PARK HORSEHEADS NY 14845 | 03/08/2018 | 03/08/2023 |
| DOL | DOL | *****4730 | XGD SYSTEMS, LLC | TDI GOLF | 415 GLAGE AVE #302STUART FL 34994 | 10/31/2018 | 10/31/2023 |
| DOL | DOL | *****7345 | YES SERVICE AND REPAIRS CORPORATION | | 145 LODGE AVE HUNTINGTON STATION NY 11476 | 08/09/2016 | 08/09/2021 |
| DOL | NYC | | ZAKIR NASEEM | | 30 MEADOW ST BROOKLYN NY 11206 | 10/10/2017 | 10/10/2022 |
| DOL | NYC | *****8277 | ZHN CONTRACTING CORP | | 30 MEADOW ST BROOKLYN NY 11206 | 10/10/2017 | 10/10/2022 |

TECHNICAL SPECIFICATIONS

DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION
Division of Engineering



George Latimer, Westchester County Executive

WESTCHESTER COUNTY, NEW YORK DEPARTMENT OF
PUBLICWORKS AND TRANSPORTATION

Contract No. 18-516

Building Renovations
Yorktown Maintenance Garage
Cortlandt Manor, New York

TECHNICAL SPECIFICATIONS

Architect

LaRocca Greene Architects
22 Purchase Street
Rye, NY 10580

Mechanical and Electrical Engineer

Barile Gallagher & Associates
Consulting Engineers, P.C
39 Marble Avenue
Pleasantville, NY 10570

Structural Engineer

Grossfield Macri
75 Smith Avenue
Mt. Kisco, NY 10547

Environmental Consultant

Environmental Maintenance Contractors, Inc.
5 Anderson Lane
Goldens Bridge, NY 10526

Cost Estimator

Nasco Construction Services, Inc.
200 Business Park Drive
Suite 302
Armonk, NY 10504

March 17, 2021

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| Section 013513 | Special Requirements | 013513-1 to 3 |
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| Section 015010 | Temporary Facilities | 015010-1 to 7 |
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| Section 017340 | Guaranties, Warranties & Bonds | 017340-1 to 2 |
| Section 017419 | Construction Waste Management | 017419-1 to 2 |
| Section 017700 | Project Close Out | 017700-1 to 2 |
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SECTION 011010 - ALTERATIONS TO EXISTING FACILITIES

1. GENERAL

- 1.1 Requirements set forth herein are in addition to and shall be considered as complementary to the Conditions of the Contract and the balance of Division #1 and Technical Specifications.
- 1.2 All Contractors, Subcontractors, Sub-subcontractors, Vendors and the like shall be required to familiarize themselves with said provisions.
- 1.3 The contractor and appropriate subcontractors shall be certified to handle Lead containing materials as per Federal, State, County and Local requirements.
- 1.4 See Section 025000 and 028200 for requirements related to lead and asbestos containing materials.

2. DESCRIPTION OF WORK

- 2.1 All alterations required shall be done in accordance with the drawings, as specified within the Technical Specifications and as required by job conditions.
- 2.2 The Contractor shall provide all alterations, patching and painting neither indicated on the drawings nor specified herein but necessary to make good existing work disturbed in the course of this contract and to restore the existing work to a complete, neat condition

The completed work shall be compatible with the type of service the new work is intended to fulfill.

- 2.3 Provide all temporary new work required by the drawings and/or specified herein.
- 2.4 Salvage and reuse and/or storage of existing materials, equipment, fixtures, etc., where indicated and/or directed.

All material directed by the Architect or Owner to be stored, shall be stored in locations so directed by the Architect or Owner.

- 2.5 Provide all required work, supplemental hardware fasteners, and modifications to existing elements, as needed for functioning installation of salvaged/reinstalled blinds.
- 2.6 Perform all demolition or removal of existing work, cutting and patching and all incidental work in connection therewith so that alterations can be made as indicated or specified.

Coordinate with Section 024119.

- 2.7 Perform all cutting for and patching and painting after the installation of new work in connection with existing building.
- 2.8 Conform newly exposed existing work or surfaces which are presently concealed so

as to match existing corresponding exposed work or adjoining new work as required by the conditions encountered.

3. RESPONSIBILITY AND INTENT

3.1 In general, alteration work includes each and every trade and subcontract covered by the various Sections of the Contract Specifications, and may also include the work of other trades not specified under the various sections. Work shall be performed if needed to carry out the alteration work to completion.

3.2 It is the intent of this Section to obtain a complete, finished installation insofar as the alterations to the existing plant are concerned.

The contractor and all subcontractors shall inspect areas affected and carefully check the drawings to ascertain all of the required work therein.

Particular attention is called to the fact that finishes that are required and surfaces that are to be patched and painted and areas that will be altered shall be compatible with existing adjoining areas.

3.3 EACH TRADE OR SUBCONTRACTOR SHALL DO HIS OWN CUTTING AND ROUGH PATCHING, REMOVING, RELOCATION, FITTING AND ALTERING AS REQUIRED FOR THE INSTALLATION AND COMPLETION OF HIS WORK.

FINISH PATCHING AND PAINTING SHALL BE BY THE TRADE OR SUBCONTRACTOR THAT NORMALLY DOES THAT FINISH WORK.

3.4 All work shall be structurally sound and of the best type of workmanship and detail that can be practically produced under the conditions met.

Workmanship and materials shall be at least equal to the existing construction which has been repaired, refinished, and otherwise renewed.

Where new work and existing work of the same kind will be present in the finished construction in a room or space, the new work shall match the existing unless otherwise approved.

4. CONDUCT OF OPERATIONS

4.1 No area of the premises shall be used as a workshop to the detriment of any portion thereof.

Should any damage, water infiltration or mold occur during the progress of the Work to any part or portion of the present building or to fixtures or furnishings or any part or portion thereof during operation, said damage shall be promptly repaired and made good without extra charge through supply of new materials, etc. or otherwise as may be required to leave the plant in perfect order at the completion of all work.

4.2 CARE IS TO BE TAKEN AT ALL TIMES TO PROTECT THE BUILDING

OCCUPANTS AND INTERIOR OF THE EXISTING PLANT FROM THE WEATHER, DUST, MOISTURE, MOLD AND NOISE.

Furnish and erect temporary partitions from floors to underside of the ceiling.

Take all necessary precautions to avoid dust spreading to adjoining rooms and spaces.

5. DEMOLITION AND REMOVALS (Coordinate with Section 024119)

5.1 In general, the existing work required to be removed shall be as indicated on the drawings, but shall also include any and all other existing materials or work necessary to install the new work as shown and specified and to connect same with existing work as approved.

5.2 Except where indicated on the drawings, specified or directed to be reused or retained by the Owner, all demolished materials, etc., shall become the property of the Contractor and shall be legally and promptly disposed of OFF THE PREMISES.

Coordinate with Article 6.3 herein.

5.3 Demolition shall conform to all Municipal codes, laws, rulings and the requirements of all bodies having jurisdiction.

Execute all work in a careful and orderly manner with the least possible disturbance to the Owner.

5.4 Sprinkle debris with wetting agent to prevent annoyance from dust.

Where practicable, employ enclosed chutes or container carts to convey debris from above grade levels. BURN NO DEBRIS ON PREMISES. Use sweeping compound instead of sprinkling as conditions warrant.

5.5 Salvage and Reuse

1. Existing equipment and fittings to be relocated shall be removed in the most careful manner possible to avoid damage and if damaged, such items shall be restored to condition satisfactory to Owner and Architect for re-use.

2. The trades and subcontractors who normally handle the various items of equipment and fittings involved shall disconnect, remove, store and protect against damage; move and relocate as necessary and reconnect, install and/or build in at the locations required.

3. Confer with the Architect and Owner regarding the disposition of equipment for which instructions have not been given in advance.

The Owner reserves the right to decide, as the work progresses, on the disposition of equipment and fittings and the contractor shall be governed accordingly.

6. CUTTING AND PATCHING

- 6.1 Cutting and Patching shall utilize methods and materials to minimize damage and to match adjacent materials and finishes.
- 6.2 Patching and finishing of drywall shall be comply with U.S. Gypsum Drywall Construction Guidelines.

7. PAINTING

- 7.1 Painting shall be accomplished by a Specialty Contractor.
- 7.2 Filed quality control shall be obtained by review of first finished area or item of each color scheme as required by the Architect for color, texture and workmanship. Said area, or areas, when accepted will serve as minimum project standard for all ensuing work.
- 7.3 All workmanship, restrictions, preparation, and the like shall be in accordance with the "Spec-data" guidelines as published by the manufacturer for the particular product line as well as the standards as promulgated by the Painting and Decorating Contractors Association for high quality institutional applications.
- 7.4 Before and during the application of interior finishing, 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, provide sufficient heat to produce a temperature of not less than 68 degrees F. nor more than 78 degrees F.

Coordinate with Division 1, Section 015000.

8. MATERIALS

- 8.1 Unless otherwise specified or indicated, it is intended that new materials be furnished, however if during the progress of the work it is found that present materials are sound, of proper quality and dimensions as required by the Contract Documents, the contractor may request permission to use same stating the proper allowance to be made to the Owner.

Should same be approved by the Architect, a Change Order shall be executed in accordance with the Conditions.

9. FIRE PROTECTION - Coordinate with 015000

- 9.1 At no time shall the work area be without adequate fire protection.

10. TEMPORARY NEW WORK

- 10.1 Provide all materials, labor and equipment necessary to furnish, deliver and install all temporary new work as indicated or specified, generally as follows:
 1. Submit drawings and procedures for temporary protection and services.

2. Temporary barricades, dustproof partitions, all facilities, services in connection with alterations to existing building all in accordance with the terms and conditions specified herein and in the Conditions.
3. All other temporary new work reasonably inferred as needed to complete the work of this project.
4. Removal of all temporary new work upon completion or as directed when no longer needed.
5. Maintenance and protection of existing equipment and facilities during all alterations and demolition.
6. Protection of communications network during alterations.
7. Protection of existing mechanical and electrical systems.
8. Scheduling, covering and protection of existing work in or below new construction and elsewhere required by the alterations.
9. Protection of existing work designated to remain.
10. Maintenance of safety and egress requirements from work areas.

NOTE: All legal forms of egress must be maintained at all times.

11. PRE-CONSTRUCTION MEETING

- 11.1 After the Contract Award, and prior to start of any work, there shall be a conference attended by the Contractor and their principal subcontractors, the Architect and the Owner's representative to discuss the conduct of the job, lines of communications, and the like.

END OF SECTION 011010

SECTION 011500 - SPECIAL PROJECT PROCEDURES

1.01 GENERAL

- A. All Contractors, Subcontractors, Sub-subcontractors, Vendors and the like shall be required to familiarize themselves with said provisions.
- B. This Section includes administrative and supervisory requirements necessary for coordinating construction operations including, but not necessarily limited to, the following:
 - 1. General project coordination procedures.
 - 2. Conservation.
 - 3. Salvage.
 - 4. Administrative and supervisory personnel.
 - 5. Cleaning and protection.
 - 6. Safety program.
 - 7. Safe and secure storage of construction materials.
 - 8. Fencing and Gates
 - 9. Debris removal
 - 10. Exiting
 - 11. Fire and hazard prevention
 - 12. No smoking
 - 13. Fire extinguishers
 - 14. Smoke detectors
 - 15. MSDS Log

1.02 RELATED SECTIONS: The following Sections contain requirements that relate to this Section:

- A. Section 01 33 00, Submittals for preparing and submitting the Contractor's Construction Schedule.
- B. Section 01 77 00, Contract Closeout for coordinating contract closeout.

1.03 COORDINATION

- A. Coordinate construction operations included in section 011010 Alterations to Existing Facilities to assure efficient and orderly installation of each part of the Work. Coordinate construction operations included under different Sections that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in the sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components to assure maximum accessibility for required maintenance, service, and repair.
 - 3. Make provisions to accommodate items scheduled for later installation. B. Prepare similar memoranda for the Owner and separate contractors where coordination of their work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of require administrative

procedures with other construction activities to avoid conflicts and assure orderly progress

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

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

- D. Coordinate temporary enclosures with required inspections and tests to minimize the necessity of uncovering completed construction for that purpose.
- 1.04 CONSERVATION: Coordinate construction operations to assure that operations are carried out with consideration given to conservation of energy, water, and materials.
- 1.05 SALVAGE materials and equipment involved in performance of, but not actually incorporated in, the Work.
- 1.06 SUBMITTALS – Coordinate with Sections 01 31 00, 01 25 00 and 01 33 00 as applicable and contained within these specifications.
- A. WEEKLY AND DAILY CONSTRUCTION SCHEDULES meet with the Owner’s construction representative and update schedule for access to each work area to coordinate with the office occupants.
- B. Staff Names: Within 15 days of commencement of construction operations, submit a list of the Contractor’s principal staff assignments, including the superintendent and other personnel in attendance at the Project Site. Identify individuals and their duties and responsibilities. List their addresses and telephone numbers. Post copies of the list in the Project meeting room, the temporary field office, and each temporary telephone.
- 1.07 CLEANING AND PROTECTION – Coordinate with Project Scope
- A. Contractor is to clean and protect construction in progress and adjoining materials in place, during handling and installation. Apply protective covering where required to assure protection room damage or deterioration at Substantial Completion.
- B. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to assure operability without damaging effects.
- C. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous damaging, or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following:
1. Excessive static or dynamic loading.
 2. Excessive internal or external pressures.
 3. Excessively high or low temperatures.
 4. Thermal shock.
 5. Excessively high or low humidity.
 6. Air contamination or pollution.

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

1.08 SAFETY PROGRAMS

- A. Contractor shall to provide to the Architect and Owner's Representative copies of safety program for the project for review and comment; no review or comment made thereon shall place either the Architect or Owner's Representative in a position of liability since said review/comment on program does and shall not extend to direct control over or charge of the acts or admissions of contractors, subcontractors or any other persons performing

1.09 SAFE AND SECURE STORAGE OF CONSTRUCTION MATERIALS – Coordinate with Section 01 50 00 included with these documents.

- A. Materials stored on the Site shall be neatly arranged and protected, and shall be stored in an orderly fashion in locations that shall interfere with the progress of the Work.

1.10 DEBRIS REMOVAL – Coordinate with Sections 01 50 00, 01 74 19 and 01 77 00.

- A. There shall be no movement of debris through corridors of occupied spaces of the building. No materials shall be dropped or throw outside the walls of the building.
- B. Buildings occupied during any construction period shall maintain required health and safety capabilities at all times that said building is occupied.

1.11 EXITING

- A. At all times the Contractor or his designee is responsible for maintenance of safety and egress requirements from work areas.

NOTE: All legal forms of egress must be maintained at all times.

1.12 FIRE AND HAZARD PREVENTION – See Section 01 50 00 for requirements for

fire watches, storage and maintenance of welding gasses and temporary heating and the like.

- 1.13 NO SMOKING – No smoking is permitted on the grounds or within the construction area of any project.
- 1.14 FIRE EXTINGUISHERS – Fire extinguishers shall be provided within the work area and shall be monitored on a scheduled maintenance basis and o tagged to indicate same.
- 1.15 MANUFACTURER’S MATERIAL SAFETY DATA SHEET LOG – Coordinate with Section 013300
 - A. Contractor shall maintain "MSDS" file on site, accessible to workers and otherwise in compliance with jurisdiction's "Right To Know" legislation.

SECTION 012500 - PRODUCT OPTIONS AND SUBSTITUTIONS

1. GENERAL

- 1.1 Requirements set forth herein are in addition to and shall be considered as complementary to the Conditions of the Contract and the entire Division #1.
- 1.2 All Contractors, Subcontractors, Sub-subcontractors, Vendors and the like shall be required to familiarize themselves with said provisions.

2. APPROVED EQUAL CLAUSE

- 2.1 Throughout the Specifications, types of material may be specified by manufacturer's name and catalog number in order to establish standards of quality and performance and not for the purpose of limiting competition.

Inclusion by name, of more than one manufacturer or fabricator, does NOT necessarily imply acceptability of standard products of those named. All manufacturers, named or proposed, shall conform, with modification as necessary, to criteria established by Contract Documents for performance, efficiency, materials and special accessories.

- 2.2 Unless specifically specified otherwise, the Contractor may assume the phrase "or approved equal" except that the burden is upon the Contractor to prove such equality and to satisfy Architect that proposed substitute is equal to, or superior to, the item specified;
- 2.3 If the Contractor elects to prove such equality, he must request the Architect's and the Owner's approval in writing for substitution of such items for the specified items, stating the differences involved with and submitting supporting data and samples, if required to permit a fair evaluation of the proposed substitution with respect to:
 1. Performance;
 2. Capacity;
 3. Delivery times and effect on schedules, if any;
 4. Changes in space requirements or effect on other elements of work (if applicable);
 5. Efficiency;
 6. Safety;
 7. Function;
 8. Appearance;
 9. Quality;
 10. Cost data comparing the proposed substitution with the product specified;

11. Any required license fees or royalties;
12. Availability of maintenance service, and source of replacement materials;
13. Warranty terms and conditions.

The contractor shall submit a separate request for each product, supported with complete data, with drawings and samples, as are appropriate to substantiate the above.

Further, the submitting Contractor shall compensate the Architect and Engineer for review of alternative designs and/or products other than those shown or specified in accordance with the following fee schedule:

Principals Time ----- \$125.00/hour

Employees Time ----- Direct Personnel Expenses X 3.0

- 2.4 The Architect will review requests for substitutions with reasonable promptness, and notify the Contractor, in writing, of the decision to accept or reject the requested substitution.

3. OPTIONS

- 3.1 Where Technical Specifications permit Contractor to select optional materials, items, systems, or equipment, the selection of such options is subject to the following conditions:
 1. Once an option has been selected and approved, it shall be used for the entire contract.
 2. The Contractor shall coordinate his selection with the drawings and specifications and make all necessary adjustments without additional cost to the Owner.

4. CONTRACTOR'S REPRESENTATION

- 4.1 A request for a substitution constitutes a representation that the Contractor:
 1. Has investigated the proposed product and determined that it is equal to or superior in all respects to that specified;
 2. Will provide the same warranties or bonds for the substitution as for the product specified;
 3. Will coordinate the installation of an accepted substitution in the work, and make such other changes in the work as may be required for installation to make the work complete in all respects;
 4. Will waive all claims for additional costs, under its responsibility, which may subsequently become apparent.

END OF SECTION 012500

SECTION 013100 - SCHEDULING AND PROGRESS

1. GENERAL

- 1.1 Requirements set forth herein are in addition to and shall be considered as complementary to the "Conditions of the Contract" and the balance of Division #1 and Technical Specifications.
- 1.2 All Contractors, Subcontractors, Sub-subcontractors, Vendors and the like shall be required to familiarize themselves with said provisions.
- 1.3 The requirements set forth within this section are directed to all Contractors involved in the work and shall be considered mandated requirements subject to penalties as defined elsewhere in this Section.

2. COMMENCEMENT, PROSECUTION AND COMPLETION OF THE WORK

- 2.1 Contractor shall commence work under this contract upon receipt by him of Notice to Proceed and/or Execution of the Contract, and shall prosecute said work diligently and complete the work within the stated calendar days for each portion of the work as set forth in Section 01000.
- 2.2 The time stated for completion for contract work includes completion of punchlist work and final cleanup of all areas.
- 2.3 The Contractor is to carry on responsibility for services and maintenance of such items as temporary roads, walks, ramps, field offices, parking areas, environmental controls and the like until work under this contract is complete, unless otherwise directed by the Owner. Coordinate work herein with Section 01000, Description of Work.

3. SCHEDULING OF SUBMITTALS

- 3.1 Within one week after execution of the Contract, the Contractor shall submit_a
 1. Detailed listing of all items to be incorporated within the work.
 2. Overall project milestones
 3. Dates of shop drawing/sample submittals
 4. Guaranteed delivery dates after Submittals and/or sample approval
 5. Date of installation start
 6. Date of installation completion

4. PROJECT PROGRESS SCHEDULE

- 4.1 Within one (1) week after award of the Contract, but prior to the actual start of the field work, the Contractor shall submit to the Architect for his approval the proposed Progress Schedule giving the information listed below.

1. The estimated dates the various classes of work included in the Schedule of Values will be started and completed.
2. The estimated percentages of completion to be obtained and the total dollar value of the various classes of said work projected to the end of each calendar month until substantial completion.

Calculations shall be based upon - work in place; materials on site and not installed; materials fabricated and stored under suitable conditions and insured to full value in a manner satisfactory to Architect and Owner; and such other items as may be agreed to among the Contractor, Architect and Owner.

3. The estimated delivery and installation dates of the major pieces of equipment to be furnished and installed by the Contractor.
4. A delineation of the work that will be performed by the Contractor's own forces and by his Sub-contractors.
5. The estimated calendar dates on which all the work under the contract will be completed and ready for substantial completion and final inspections.

5. DETAILED SCHEDULE BY ROOMS

- 5.1 Within one week of award of contract, and prior to the Contractor's preparation of a draft schedule, the Contractor shall meet with the County to discuss general County guidelines and special conditions and the Contractor's proposed approach to the schedule and sequence of work.
- 5.2 Within two weeks of the award of contract, the Contractor shall prepare a draft schedule showing the following for review and approval by the College:
 - a. List rooms and work duration for each room.
 - b. Dates and work areas shown on plans, with sequence as shown on drawings.
- 5.3 Work shall be scheduled in an orderly sequence by floor, subject to approval by County and any special conditions.
- 5.4 Provide description and date for any prior "out-of-sequence" for work.
- 5.5 After County reviews of the Contractors draft schedule, the contractor shall meet with the County to discuss required revisions and then the contractor shall submit the final proposed schedule.

End of Section 013100

SECTION 013113 - MECHANICAL AND ELECTRICAL COORDINATION

1. GENERAL

- 1.1 Requirements set forth herein are in addition to and shall be considered as complementary to the Conditions of the Contract and the balance of Division #1 and Technical Specifications.
- 1.2 All Contractors, Subcontractors, Sub-subcontractors, Vendors and the like shall be required to familiarize themselves with said provisions.

2. COORDINATION OF WORK

- 2.1 Each Trade Contractor shall compare the mechanical and electrical Drawings and Specifications with those for other trades and shall report any discrepancies between them to the Architect, through the Contractor, and obtain from him written instructions for changes necessary in the mechanical and electrical work.

The mechanical and electrical work shall be installed in cooperation with other trades installing interrelated work.

Before installation, each Trade Contractor shall make proper provisions to avoid interference in a manner approved by the Architect.

All changes required in the work caused by neglect to so advise the Architect shall be made by the offending Contractor at his own expense.

- 2.2 Each Trade Contractor shall be responsible for exact location of anchor bolts, sleeves, inserts, supports, chases, conduits and openings that may be required for the mechanical and electrical work.

Built-in items shall be furnished under the same Section of the Specifications as the respective items to be supported, and they shall be installed, except as otherwise specified, by the trade furnishing and installing the material in which they are to be located. The trade responsible for the installation of anchor bolts shall also insure that they are properly installed. Chases, conduits and openings shall be laid out in advance to permit provision in work.

Sleeves and inserts shall not be used in any portion of the building, where their use would impair strength or construction features of the building.

Sleeves, conduits and inserts shall be set in forms before concrete is poured.

Extra work required where anchor bolts, supports, sleeves, chase openings, conduits or inserts have been omitted or improperly placed shall be performed at expense of trade which made error or omission.

- 2.3 Slots, chases, openings and recesses through floors, walls, ceilings and roofs as specified will be provided for the various trades in their respective materials under general

construction work, but the trade requiring them shall see that they are properly located and shall do any cutting and patching caused by the neglect to do so.

- 2.4 Locations of pipes, ducts, electrical raceways, switches, panels, equipment, fixtures, etc. shall be adjusted to accommodate the work to interferences anticipated and encountered.

Each Trade Contractor shall determine the exact route and location of each pipe, duct and electrical raceway prior to fabrication.

- 2.5 Lines which pitch shall have the right of way over those which do not pitch.

For example, plumbing and condensate piping drains shall normally have right of way.

Lines whose elevations cannot be changed shall have the right of way over lines whose elevations can be changed.

- 2.6 Offsets, transitions and changes in direction in pipes, ducts and electrical raceways shall be made as required to maintain proper headroom and pitch of sloping lines whether or not indicated on the Drawings. Each Trade Contractor shall provide air vents, sanitary vents, pull boxes, etc.; as required to affect these offsets, transitions and changes in direction.

- 2.7 Each Trade Contractor shall install all mechanical and electrical work to permit removal (without damage to other parts) of coils, heat exchanger bundles, fan shafts and wheel, draw-out circuit breakers, filters, belt guards, sheaves and drives and all other parts requiring periodic replacement or maintenance.

Each Trade Contractor shall arrange pipes, ducts, raceways, traps, starters, motors, control components, and the like, to clear the openings of swinging and overhead doors and of access panels.

- 2.8 In all locations where subjected to public access, or in any occupied spaces, any and all piping systems servicing mechanical delivery systems which run on the face of construction shall be encased in a permanent encasement such as "pre-primed" 18 gauge sheet metal; steel studs and drywall; steel framing, lathing and plaster; or other suitable and approved materials. Coordinate with 01010.

- 2.9 If required, by scheduling, the General Contractor shall provide temporary weather-tight and protected openings in structure to facilitate placement of equipment.

3. SEPARATION OF WORK BETWEEN TRADES

- 3.1 The Specifications for the overall construction delineate various items of work under separate trade headings.
- 3.2 The General Contractor shall provide specific instructions to all trades to assign the work.

4. TRADE CONTRACTOR OBLIGATIONS

- 4.1 The Trade Contractors are required to supply all necessary supervision and coordination information to any other trades who are supplying work to accommodate the electrical and mechanical installations.
- 4.2 Where a trade is required to install items which it does not purchase, it shall include for such items:
1. The coordination of their delivery.
 2. Their unloading from delivery trucks driven in to any designated point on the property line at grade level.
 3. Their safe handling and field storage up to the time of permanent placement in the project.
 4. The correction of any damage, defacement or corrosion to which they may have been subjected.
 5. Their field assembly and internal connection as may be necessary for their proper operation.
 6. Their mounting in place including the purchases and installation of all dunnage supporting members and fastenings necessary to adapt them to architectural and structural conditions unless support members are shown on structural or architectural drawings.
 7. Their connection to building systems including the purchase and installation of all terminating fittings necessary to adapt and connect them to the building systems.
- 4.3 Items which are to be installed but not purchased as part of the work of a particular trade shall be carefully examined by this trade upon delivery to the project.

Claims that any of these have been received in such condition that their installation will require procedures beyond the reasonable scope of the work of the installing trade will be considered only if presented in writing within one week of the date of delivery to the project of the items in question.

The work of the installing trade shall include all procedures, regardless of how extensive, necessary to put into satisfactory operation, all items for which no claims have been submitted as outlined above.

END OF SECTION 013113

SECTION 013300 - SUBMITTAL REQUIREMENTS

1. GENERAL

- 1.1 Requirements set forth herein are in addition to and shall be considered as complementary to the Conditions of the Contract and the entire Division #1.
- 1.2 All Contractors, Subcontractors, Sub-subcontractors, Vendors and the like shall be required to familiarize themselves with said provisions.

2. APPROVED EQUAL/SUBSTITUTIONS/OPTIONS - Section 012500

3. CERTIFICATION

- 3.1 Certification of compliance with specification performance standards and manufacturers' specifications and directions shall be furnished for any portion of this work for which specific performance requirements and/or manufacturers' specifications are listed.

It shall be the responsibility of the Contractor to secure two (2) copies of each certification when required and transmit same to the Architect.

- 3.2 Sample Certification Form (2 pages) is attached as an exhibit at the close of this Section. Each item requiring certification shall be so noted and affidavits shall be filed singly to cover each specified material, installation, application and the like.

CERTIFICATION TO ACCOMPANY EACH SUBMITTAL AT THE TIME OF SUBMITTAL.

4. MANUFACTURER'S INSTRUCTIONS

- 4.1 Where in these specifications an item is called for to be installed in accordance with the manufacturer's directions, specifications or recommendations, the Contractor shall furnish the Architect with two (2) printed copies of said directions, specifications or recommendations, before the item is installed.

5. SHOP DRAWINGS

- 5.1 As a further definition of the requirements for shop drawings as covered in Article 3.12 of the General Conditions the following shall apply in amplification:
 1. The Contractor shall submit to the Architect with such promptness as to cause no delay in the work, layout, detail, schedule, setting, product data and shop drawings for each part of the work as specified or required.

- a. Submission of data for review by the Structural and Mechanical/Electrical Engineers shall be sent directly to those Engineers with duplicate transmittals sent to the Architect.
2. BEFORE SUBMITTING ANY DATA FOR APPROVAL, THE CONTRACTOR SHALL CHECK THE SUBMITTALS OF ALL SUB-CONTRACTORS FOR ACCURACY AND CONTRACT COMPLIANCE.

A NOTE SHALL APPEAR ON THE SUBMITTALS STATING THAT THE CONTRACTOR HAS MADE THIS CHECK.

SUBMITTALS NOT SO CHECKED SHALL BE RETURNED TO THE SUBMITTING CONTRACTOR WITHOUT EXAMINATION BY THE ARCHITECT.

Contractor shall see that all work contiguous with, and having bearing on work indicated on drawings is accurately and distinctly illustrated and that work shown is in conformity with contract requirements.

EACH CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THEIR WORK AND SUBMITTAL WITH OTHER CONTRACTORS PERFORMING WORK ON THE PROJECT.

SHOULD ANY CONTRACTOR CAUSE THE NEED FOR RE-SUBMISSION OR RE-REVIEWS OF PREVIOUSLY APPROVED INFORMATION OF ANOTHER CONTRACTOR, ALL COSTS INVOLVED WITH SAID REVIEW WILL BE BACKCHARGED AT THE RATES SET FORTH IN SECTION 01630 PARAGRAPH 2.3 TO THE CONTRACTOR CREATING THE NEED FOR ADDITIONAL REVIEWS.

3. Shop drawings shall be numbered consecutively and shall represent:
 - a. All working and erection dimensions.
 - b. Arrangement and sectional views.
 - c. Necessary details, including information for making connections to other work.
 - d. Kinds of materials and finishes. Colors, where applicable
4. Shop drawings shall be dated, and shall contain:
 - a. Name and Number of project.
 - b. Description of required equipment, materials, and classification item numbers.
 - c. Locations at which materials or equipment are to be installed in the Work.
 - d. Identification of drawings and specification sections to which they apply.

5. Submission of data for approval shall be accompanied by letter of transmittal, in duplicate, containing the name of the project, Contractor's name, number of drawings, titles and other pertinent data.
6. Procedure for Submitting Shop Drawings and Product Data:

The contractor shall submit five (5) copies of data, for standard manufactured items, in the form of manufacturer's catalog sheets, showing illustrated cuts of the items to be furnished, scale details, sizes, dimensions, performance characteristics, operating clearances, capacities, wiring diagrams and all other pertinent information.

Two copies of reviewed submissions will be returned to the contractor.

Each drawing shall have a clear space approximately 4" x 10" on the right hand side for stamps showing "Date Received" and disposition of submittal.

- a. After completion of checking, the Architect, and Engineer (as appropriate) will retain one print for his record and return the transparencies to the submitting Contractor.

The average turn around time of any one submittal by the Architect and Engineer shall not exceed 7 calendar days.

- b. For drawings returned "Resubmit", "Amend & Resubmit", "Disapproved" or "Rejected-resubmit", the original drawings shall be corrected, a new transparency made, and resubmitted until final approval.
- c. For drawings returned "Approved", "No Exceptions Taken", "Approved as Noted", and "Make Corrections Noted", the Contractor shall obtain and provide sufficient prints as required for the field.

7. No work as called for by shop drawings shall be done until Architect's approval.
8. IF SUBMITTALS SHOW VARIATIONS FROM CONTRACT REQUIREMENTS BECAUSE OF STANDARD SHOP PRACTICES, OR OTHER REASONS, CONTRACTOR SHALL MAKE SPECIFIC MENTION OF SUCH VARIATION IN HIS LETTER OF TRANSMITTAL.
9. APPROVAL OF SHOP DRAWINGS IS GENERAL. IT SHALL NOT RELIEVE CONTRACTOR OF THE RESPONSIBILITY FOR ACCURACY OF SUCH DRAWINGS, NOR FOR THE FURNISHING OF MATERIALS OR PROVISION OF WORK REQUIRED BY THE CONTRACT AND NOT SHOWN ON THE SHOP DRAWINGS.

Unless it is an interpretation of design intent, approval of shop drawings shall not be construed as approval of departures from Contract.

10. If the Contractor should alter any information on previous submittals, besides the notations called for by the Architect, he must circle this new information to bring it to the Architect's attention.
11. Where practical, in submitting data for approval, all associated drawings, product data and the like, relating to a complete assembly shall be submitted at one and the same time so that each may be checked in relation to the entire proposed assembly.

PARTIAL SUBMISSIONS WILL BE RETURNED WITHOUT ACTION TAKEN.

EXTRANEIOUS MATERIAL ON PRODUCT DATA SHEETS SHALL BE STRUCK PRIOR TO SUBMITTAL.

12. Contractor shall have copies of all approved shop drawings as listed in 5.1.6 above on the job at all times and shall make them available to the Architect or the Owner's representatives.

6. SAMPLES

6.1 As a further definition of the requirements of the Contract in connection with the submission of samples for approval, the following shall apply in amplification of the provisions of Article 3.12 of the General Conditions:

1. Names of proposed manufacturers, materialmen and dealers who are to furnish materials, fixtures, appliances or other fittings shall, where practical, be submitted to the Architect for early approval to afford proper investigation and check.
2. No manufacturer will be approved for any materials to be furnished under this contract unless he shall be of good reputation and shall have plant of ample capacity and shall have successfully produced similar products.
3. All transactions with manufacturers and subcontractors shall be through the Respective Prime Contractor.
4. Unless otherwise specified, samples shall be in duplicate (2) and of adequate size to show quality, type, color, range, finish, texture, etc. Interrelated color selections will not be made until all pertinent samples are made available to Architect.

Deliver one (1) sample to field office and one (1) sample to Architect's office unless otherwise directed.

5. Each sample shall be labeled, bearing material and quality names, Contractor's name, and project name, and other pertinent data.

In accordance with OSHA regulation Number 1910.1200, a Manufacturers Material Safety Data Sheet (MSDS) shall be submitted for each product to be incorporated in the work.

6. Where Specifications require manufacturer's printed installation directions, such directions and diagrams shall accompany samples.

Coordinate with Article 4 herein.

7. A duplicate letter of transmittal from the Contractor requesting approval of the sample shall accompany the samples.
8. Transportation charges to designated locations must be prepaid on all samples.
9. Materials shall not be ordered until approval is received in writing from the Architect.

All materials shall be furnished equal in all respects to the samples which were approved.

END OF SECTION 013300

SECTION 013513 - SPECIAL REQUIREMENTS

1.1 GENERAL

- A. Attention is directed to the Information For Bidders and the General Clauses and all Sections within Division 1 - General Requirements which are hereby made a part of this Section of the Specifications.
- B. All Contractors, Subcontractors, Sub-subcontractors, Vendors and the like shall be required to familiarize themselves with said provisions.

1.2 DESCRIPTION OF REQUIREMENTS

- A. Supplementary Definitions.
- B. Reference Standards and Applicable Laws and Permits.
- C. Protection of property and the public, et.al; coordinate with Articles 13, 14 and 20 of the General Clauses.
- D. Utility Shutdowns.

1.3 SUPPLEMENTARY DEFINITIONS – Supplement Article 2 of the General Clauses.

- A. PROVIDE: The Term "provide" shall mean "furnish and install complete and ready for safe and regular use and/or operation of the item, material or service indicated".
- B. INDICATED AND SHOWN: Shall mean as detailed, scheduled, or called for in the Contract Documents.
- C. The terms "KNOWLEDGE," "RECOGNIZE" and "DISCOVER," their respective derivatives and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows (or should know), recognizes (or should recognize) and discovers (or should discover) in exercising the care, skill, and diligence required by the Contract Documents. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a contractor familiar with the Project and exercising the care, skill and diligence required of the Contractor by the Contract Documents.
- D. The phrase "PERSISTENTLY FAILS" and other similar expressions, as used in reference to the Contractor, shall be interpreted to mean any combination of acts and omissions, which causes the County or the Architect/Engineer to reasonably conclude that the Contractor will not complete the Work within the Contract Time, for the Contract Sum or in substantial compliance with the requirements of the Contract Documents.
- E. Words in the singular shall also mean and include the plural, wherever the context so indicates, and words in the plural shall mean the singular, wherever the context so indicates.
- F. Wherever the terms "shown on drawings" are used in the specifications, they shall mean "noted", "indicated", "scheduled", "detailed", or any other diagrammatic or written reference made on the drawings.
- G. The term "Furnish" shall mean "to fit out and/or supply" material required for project use.
- H. The term "INSTALL" shall mean "set", "connect", "erect", "apply" or to "otherwise fix into position for use".

- I. Wherever the terms "material" or "materials" are used in the specifications, they shall mean any "product", "equipment", "device", "assembly" or "item" required under the contract, as indicated by trade or brand name, manufacturers' name, standard specification reference or other description.
- J. The terms "approved" or "approval" shall mean the written approval of the Architect/Engineer.
- K. The terms "directed", "required", "permitted", "ordered", "designated", "prescribed" and similar words shall mean the direction, requirement, permission, order, designation or prescription of the Architect/Engineer; the terms "approved", "acceptable", "satisfactory" and similar words shall mean approved by, acceptable or satisfactory to the Architect/Engineer; and the terms "necessary", "responsible", "proper", "correct" and similar words shall mean necessary, reasonable, proper, or correct, in the judgment of the Architect/Engineer.
- L. "Concealed" means hidden from sight in chases, furred spaces, shafts, hung ceiling, embedded in construction or in crawl spaces.
- M. "Exposed" means not installed underground or "concealed" as defined above as well as work visible to building occupants.
- N. "Invert Elevations" means the inside bottom of pipe.
- O. "The Contractor" or "Contractor" meaning that Contractor normally responsible for that work referenced;
 - 1. The term "Specialist" or "Specialty Contractor" as used in these specifications shall mean an individual or firm of established reputation, or, if newly organized, whose personnel have previously established a reputation in the same field, which is regularly engaged in, and which maintains a regular force of workmen skilled in either manufacturing or fabricating items required by the Contract, installing items required by the Contract, or otherwise performing work required by the Contract.
 - 2. Where the Contract Specifications require installation by a "Specialist", that term shall also be deemed to mean either the manufacturer of the item, an individual or firm licensed by the manufacturer, or an individual or firm who will perform such work under the manufacturer's direct supervision.

1.4 REFERENCE STANDARDS AND APPLICABLE LAWS AND PERMITS –
Coordinate with Information for Bidders and the General Clauses.

- A. All materials and work provided under this contract shall be in accordance with all applicable federal, state and local laws, regulations, ordinances, codes, standards and orders, and the contractor shall be responsible for all documents, applications, plans, etc. and payment of all fees to secure all required permits and approvals to complete the work in accordance with all requirements of this contract.
- B. For products specified by association or trade standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes or within these Contract Documents.
- C. The date of the standard is that in effect as of the Advertisement date, except when a specific date is specified.
- D. Obtain copies of standards when required by Contract Documents.

- Maintain copy at jobsite during progress of the specific work.
- E. Where specific performance requirements are listed herein, it's the intent of this specification that all manufacturers, fabricators, suppliers, installers, contractors, subcontractors, special and sub-subcontractors will provide services satisfying these requirements whether mentioned by trade or manufacturers name or submitted for approval as an approved or equal.
 - F. Where no explicit quality or standards for materials or workmanship are established for work, such work shall be of such quality consistent with industry standards and of the construction quality established for the Project generally.
- 1.5 PROTECTION OF PROPERTY AND THE PUBLIC; USE OF PREMISES
- A. The Contractor shall provide adequate means for the purpose of Preventing dust caused by construction operations throughout the period of the construction contract.
 - B. This provision does not supersede any specific requirements for methods of construction or applicable conditions set forth in the General and General Clauses with added regard to performance obligations of the General Contractor.
 - C. The General Contractor shall take steps to prevent the introduction of pollutants and dust into the ventilation system during construction, and completely clean all ductwork and equipment prior to occupancy.
- 1.6 ADDITIONAL INSURANCE REQUIREMENTS
- A. The successful bidder shall submit with their bid, copies of the Insurance Policies in the types and amounts as stipulated above in the Information for Bidders Section "Insurance Requirements".
 - B. "The County of Westchester" must be included as an Additional Named Insured under all insurance policies associated with this project.
- 1.7 SPECIAL PROVISIONS FOR CONSTRUCTION
- A. Work times: 7am to 5pm; five days a week except for roof removal and roofing. The contractor must provide advance notice for weekend or after hours work and obtain approval by the County.
 - B. Contractors shall use the area designated for dumpsters, staging, and parking. Contractor's storage of materials to be in secure containers.
 - C. The building must be kept secure at all times.
 - D. There will be contractor criminal background checks as per executive order 1-2009-8
 - E. Contractor must maintain fire alarm system protection in the area of construction at all times. False alarms will be back charged to the contractor.

END OF SECTION 013513

SECTION 015000 - OWNER'S INTERIM PERSONNEL FACILITIES

PART 1 GENERAL

1.1 THE REQUIREMENT

A. General

1. The Contractor shall provide and maintain interim personnel facilities for the exclusive use of the Owner. The facilities shall be available for Owner's use during the entire duration of the Project, and shall not be disturbed, moved, or interrupted without the Owner's approval.
2. The facilities shall be a separate structure or trailer containing at least 600 square feet of floor area, sealed from the weather, completed and ready for occupancy prior to any demolition or asbestos abatement work. The facilities shall be placed in a location approved by the Engineer. A mobile field office trailer a minimum of 10 feet wide and 60 feet long is acceptable, if it contains the required facilities.
3. All doors and windows shall be equipped with locking devices and security wire mesh panels to prevent unauthorized entry, and all keys to the door locks shall be loaned to the Owner for his use during the life of the project.
4. The interim personnel facility shall contain 3 separate areas – an Office area, a Toilet/Shower/Locker Room area, and a Conference Room/Lunchroom area.
5. The main entrance to interim office shall have a 72 square foot minimum covered porch with a rainproof seal to the main structure.
6. The rear entrance to interim office shall have an 18 square foot minimum covered porch with a separate roof and rainproof seal to the main structure.
7. The interim office shall contain adequate heating, air conditioning, and ventilating facilities.
8. Adequate lighting shall be provided. Adequate electrical receptacles shall be provided in sufficient quantity to facilitate connection of planned devices. Electrical receptacles in the locker, restroom and kitchen area shall be GFCI protected.

- 9 Existing services for Electric, Telephone and Internet/Wi-Fi service shall be extended from the existing facility to the interim facility as required and shall be coordinated with WC IT Department.
- 10 Owner's Interim Personnel Facilities shall be equipped with restroom, shower and locker room facilities for up to 10 persons. Restroom, shower and locker facilities shall be provided as described herein.
- 11 On completion of the project, the interim facility trailer shall be removed from the site as a part of the Contractor's demobilization. The site shall be restored.

B. Office Area

1. The Contractor shall provide an office area as shown on the attached specification drawing. The Contractor shall relocate the maintenance garage facilities existing office furniture and equipment into the designated Office area in the interim facility trailer. Upon completion of the project all furniture and equipment shall be moved back into the maintenance garage Office.
2. The following office furniture and equipment shall be furnished: Qty.
Description
 - a. 2 Wall mounted fire extinguishers, U.L. listed 1A-10BC.

- C. Coordinate with facility supervisor to move existing office furniture, computers, copying/printer/scanner machine and other office equipment from existing building to temporary personnel facility.

D. Toilet/Shower/Locker Room Area shall be equipped with the following.

1. One standard ultra-low flow flush toilet.
2. One counter top mounted lavatory with backsplash and faucets.
3. One completely enclosed fiberglass shower with pressure balanced anti-scald control valve. The shower shall have a vinyl shower curtain, curtain rod and integral liquid soap and shampoo dispensers.
4. A first aid kit in conformance with OSHA requirements for an office of up to 10 persons or a construction site of up to 5 persons

5. One paper towel dispenser with waste baskets.
 6. Two roll toilet tissue holders for toilet.
 7. Continuous 3 foot high mirror spanning the wall above the lavatory.
 8. One wall mounted liquid soap dispenser for the lavatory.
 9. A set of wall mounted 5 hook strip.
- E. Locker Room area shall be equipped with the following minimum requirements.
1. 5 Double tier steel lockers in the dimensions 12-inch wide by 15-inch deep by 72-inch resulting in a total of 10 individual lockers.
- F. Conference Room/Lunchroom area shall be equipped with the following.
1. One cubic foot microwave.
 2. One standard 4.5 cu. ft. under counter refrigerator with a separate freezer and cooler compartments.
 3. Formica counter space with backsplash.
 4. Wall mounted kitchen cabinets and under counter cabinets.
 5. One stainless steel kitchen sink.
 6. One paper towel dispenser and waste basket.
 7. Formica faced kitchen cabinets with drawers and cupboards.
 8. One Metal office folding table - 30 inches x 96 inches.
 9. 6 metal folding chairs.
- G. Plumbing Work:
1. Plumbing work shall include all water supply, drainage and piping required for complete operating installation.

2. A temporary water service shall be provided from the existing water main and extended into the facility and all fixtures requiring water supply shall be properly connected.
 3. Water service shall include a properly sized and installed back flow preventer in accordance with local regulations.
 4. All necessary waste, vent, and drainage piping shall be provided and connected to the existing septic system. The Septic system will be maintained by the County.
 5. Each fixture shall be trapped and vented. The trailer shall have a single discharge connection.
 6. All water pipes shall be frost proofed with heat tracing to prevent freezing, if outside temperatures are expected to drop below 35 degrees (Fahrenheit).
 7. Plumbing work shall be maintained and shall be repaired when and as directed by the Engineer and as required, and kept in perfect condition during the performance of the work under the Contract.
- H. Heating, Ventilating and Air Conditioning Systems:
1. Contractor shall place in operation and maintain the heating, ventilating, and air conditioning system for the trailer. The system shall be maintained, repaired and kept in perfect condition during the performance of the work.
 2. The heating system shall consist of thermostatically controlled build-in electric baseboard heaters capable of maintaining 70 degrees (Fahrenheit) temperature in all rooms when the exterior air temperature reaches zero degrees (Fahrenheit).
 3. Powered eight (8) inch 200 cfm exhaust fans, shall be installed in the ceilings of all rooms, and provided with wall switches.
 4. The air conditioning units located in each area of the trailers shall be capable of maintaining a temperature of 75 degrees (Fahrenheit) in all areas when the exterior air temperature reaches 95 degrees (Fahrenheit). The units shall be installed at such a height as not to interfere with the placement of cabinets or other furnishings.

I. Electrical System:

1. Contractor shall include all work and materials required for a complete installation of an electrical service to the trailers consisting of 200 amperes, 208/120 volts, 3 phase, 60 Hertz. The electric installation shall conform to the requirements of the NEC and local requirements.
2. The trailers shall be equipped with an armored cable wiring system. The wiring shall be complete with an entrance-connector with the provision for grounding an enclosed, two hundred (200) ampere service with a fused circuit switch of adequate size and a branch-circuit fuse box. Separate circuits shall be provided and adequately sized for operation of the heating and air conditioning system, hot water heater, lighting system, and any other electrically-operated items. The entire trailer and electrical system shall be properly grounded.
3. Lighting shall be furnished by four foot linear LED fixtures ceiling mounted. A minimum of two fixtures shall be installed in the Office and a minimum of six fixtures in the Kitchen. A minimum of two fixtures shall be installed in the Toilet/Shower, and four in the Locker Room area. LED exterior lights shall be provided at each entrance door. Wall switches shall be provided for all LED ceiling fixtures and exterior LED door fixtures.
4. One GFCI duplex outlets shall be provided in the washroom sink area and three in the kitchen counter area. These outlets shall be in addition to connections, and outlets for hot water heater, refrigerator and microwave oven. All outlets shall be of the grounded type.
5. Illuminated exit signs shall be furnished and installed at all exits and as directional signs to exits.

J. Miscellaneous Systems:

1. The trailer shall be provided with an approved fire alarm system. The alarm system shall be connected via the Fiber Optic/Ethernet network in the trailer to an approved central monitoring station in the pumping station so that continuous monitoring will be in effect.
2. Fire System:
 - a. In each of the areas in the trailers, heat detectors rated at 135°F and smoke detectors shall be located in the ceiling and as close to the middle of the room as possible. Upon activation of the fire system, sirens with a steady tone will sound the fire alert. All sirens will automatically shut down and re-arm after ten minutes.

K. Disposition of Trailer:

1. At the completion of the work under this Contract, the equipment and contents of the trailer shall be turned over to the Contractor for removal from the site.

L. Payment:

1. Only one payment will be made for the Owner's Interim Personnel Facilities, equipment, service, maintenance, and disposition. The total cost thereof shall be deemed included in the lump sum price bid for the duration of the work.

END OF SECTION

SECTION 015010 - TEMPORARY FACILITIES

1. GENERAL

- 1.1 Requirements set forth herein are in addition to and shall be considered as complementary to the Conditions of the Contract and the balance of Division #1 and Technical Specifications.
- 1.2 All Contractors, Subcontractors, Sub-subcontractors, Vendors and the like shall be required to familiarize themselves with said provisions.
- 1.3 Temporary facilities indicated to be provided by a Contractor for the use of his Subcontractors and/or other Contractors shall mean for their use without payment for such use unless otherwise specified.

2. PROJECT SIGN

- 2.1 The Contractor is advised that no project identification will be permitted on the work.

3. FIELD OFFICE

- 3.1 The Contractor, until all the work covered by the Contract is accepted by the owner, shall provide a temporary office in a portable trailer.
- 3.2 The Contractor shall furnish such space with storage and files for project documents, desks and draws for contractor's staff and conference table and chairs for 8 people.
- 3.3 The Contractor shall provide local phone service (all toll calls are to be paid for by the person making such calls) and shall keep said office clean at all times.
- 3.4 The Contractor shall provide daily housekeeping for all office spaces.
- 3.5 Maintain, in the Contractor's field office, all articles necessary for First Aid treatment; further, the Contractor shall 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 of the work.

4. TEMPORARY AND PERMANENT SERVICES, GENERAL

- 4.1 The Contractor shall provide and maintain, either directly or through its subcontractors, all temporary services and utilities, including all labor, materials, equipment and the like necessary to adequately furnish, deliver and maintain said services at all times when required during the term of the Contract.
- 4.2 Temporary work shall generally include, but not be limited to - temporary light and power; temporary water; hoisting systems; rubbish chutes; temporary stairs, rails and shaft protection; storage; temporary fences; roof protection; temporary enclosures; and the like required to conduct the work in a proper manner.

- 4.3 The Contractor's use of any permanent system or service of the building or portions thereof shall be subject to the Owner's approval.

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.

NOTE: In accordance with OSHA and other applicable regulations, the Contractor shall be responsible for the netting, guard rail protection and such other safety devices as deemed necessary to protect the workers and public from harm.

5. TEMPORARY LIGHT AND POWER

- 5.1 The Electrical Subcontractor shall -

1. Provide temporary light and power as required for all work of this project.
2. Insure that all temporary electrical work shall be in conformity with the National Electric Code and in accordance with applicable governmental regulations.
3. MAINTAIN THE TEMPORARY ELECTRIC SYSTEM.

- 5.2 Where feasible, locations for temporary power shall be from the nearest adequate duplex or simplex outlet to the work of this Contract.

In the event that this is inadequate, the Electrical Subcontractor shall provide, from the nearest adequately sized electric panel, the required temporary facilities in accordance with these specifications.

The energy will be supplied by the owner.

Abuse of service will be cause for termination of service. No reimbursement will be made by owner in the event of disconnect.

- 5.3 All equipment requiring other than 120 v/ 60 cycle/ single phase operation, as well as welders, shall be run under portable generators or from step-up transformers furnished by the trades requiring same.
- 5.4 All wiring and equipment for temporary lighting and power so that service shall be available to the work.
- 5.5 Upon completion of all work and or when directed by the Architect, the Contractor shall remove all temporary wiring and ancillary work.
- 5.6 Replace all lamps in permanent lighting fixtures used for temporary lighting during construction, prior to final acceptance of the work.

6. TEMPORARY HEATING/COOLING FACILITIES

- 6.1 The existing heating/cooling/dehumidification system within the building may be used to

provide required ambient temperatures within the project, however, the Owner reserves the right to terminate service, without incurring additional cost, in the event of abuse of system; further,

The Contractor shall provide and pay for all temporary heating, coverings and enclosures necessary to properly protect all work and materials against damage by dampness and cold, to dry out the work and to facilitate the completion thereof.

The Contractor shall maintain the critical installation temperatures, provided in the technical provisions of the specifications, herein, for all work in those areas where same is being performed.

- 6.2 Before and during the the application of interior finishing, patching, 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 not less than 68 degrees F. nor more than 78 degrees F. Coordinate with Division 9 of the Technical Specifications.

7. TEMPORARY TOILET FACILITIES

- 7.1 The Contractor shall provide temporary toilet facilities for the duration of the project. Toilet facilities shall be cleaned at the end of each night's work.

8. TEMPORARY WATER

- 8.1 The Owner will provide water service to the Contractor without charge, but reserves the right to terminate, without incurring additional cost, said service in the event of abuse of such service.

9. STORAGE FACILITIES

- 9.1 The Contractor and each subcontractor shall provide temporary storage shanties, tool houses and other facilities as required for his own use. Temporary structures shall be located where directed or approved by the Owner, and shall be removed upon completion of the work or when directed. Temporary structures shall be maintained in a neat appearance.
- 9.2 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.
- 9.3 Due to limited on site storage space, each Contractor shall coordinate delivery of his materials with the General Contractor, who will determine when large deliveries shall be made and shall designate storage locations on site for delivered materials.

10. SCAFFOLDING AND STAGING

- 10.1 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.

11. ROOF PROTECTION

- 11.1 Protect the existing roof and related equipment from damage.

12. RUBBISH CONTAINER

- 12.1 Provide suitable rubbish container device(s), properly maintained and serviced, replaced as required and protected from access by the public by fencing as may be specified herein or approved by the Architect. Container shall be located in the "overflow parking lot".
- 12.2 Each Sub-contractor shall sweep up and gather together daily all his own rubbish and place same in containers to be provided by the Contractor. Wood crates and similar matter shall be broken up, securely tied into bundles and stacked alongside rubbish containers OR in locations as directed by the Contractor. Items larger than container capacity shall be removed from the site by the respective contractor.

13. CONSTRUCTION BARRIERS

- 13.1 Construction barriers shall be provided enclosing all work and storage areas to prevent access by the public.
- 13.2 Should barriers be required to be relocated during the course of the project, same shall be done at the total expense of the Contractor. At the completion of the project, the Contractor shall remove and dispose of the construction barriers.
- 13.3 The construction barriers shall be MAINTAINED IN GOOD ORDER by the Contractor throughout the life of the project.

14. JANITORIAL SERVICE/DAILY CLEANUP

- 14.1 The Contractor shall furnish daily janitorial services for the project and perform any required maintenance of facilities as deemed necessary by the Architect during the entire life of the contract.

Toilet facilities shall be kept clean and sanitary at all times. Services shall be accomplished to the satisfaction of the Architect.

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

- 14.2 The Contractor shall place foot wiping carpet at all entrances, exits to the work areas and provide daily cleaning for all dust and footprints from the corridors, stairs, and the like, caused by construction.

15. BURNING

- 15.1 Burning will not be permitted.

16. DUST CONTROL

- 16.1 The Contractor shall, at all times, provide adequate dust control measures. He shall accomplish this without interference with the operations of the Owner or the safe progress of the work.

17. MAINTENANCE OF PERMANENT ROADWAYS AND WALKWAYS

- 17.1 The Contractor shall immediately remove dirt and debris which may collect on permanent roadways and walkways due to the work.

18. TRAFFIC CONTROL

- 18.1 Routes to and from the location of the work shall be as indicated in the Contract or as directed by the Owner through the Architect.
- 18.2 Parking areas for the use of those engaged in the work shall be in the Area designated by the owner.

19. FIRE PREVENTION CONTROL

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

20. TEMPORARY FIRE PROTECTION

- 20.1 The 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 within the building, their use shall be as approved by the Architect at the site. 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.

- 20.2 Fuel for cutting and heating torches shall be gas only and shall be contained in Underwriter's laboratory approved containers.

Storage of gas shall be in locations as approved by the Owner and subject to Fire Department regulations and requirements.

- 20.3 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.

- 20.4 The Contractor shall comply with the following requirements relating to compressed gas:

1. 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 in 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 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, New York 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 firewatch shall be certified by the Local Fire Department having jurisdiction.
 5. Any cylinder not having the proper ICC markings or reinspection 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.
- 20.5 The 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.
 2. During welding or cutting operations, a contractor's 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.
 3. 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 as 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.

6. Adequate fire extinguishing equipment shall be maintained at all welding or cutting operations.
7. The Contractor shall secure all required inspections.
8. 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 job.
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.

20.6 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.

21. DISCONTINUANCE, CHANGES AND REMOVAL

21.1 All Contractors shall:

- A. Discontinue all temporary services required by the Contract when so directed by the Owner or the Architect.

The discontinuance of any such temporary service prior to the completion of the work shall not render the Owner liable for any additional cost entailed thereby and each Contractor shall thereafter furnish, at no additional cost to the Owner, any and all temporary service required by such Contractor's work.

- B. Remove and relocate such temporary facilities as directed by the owner of the Architect without additional cost to the Owner, and shall restore the site and the work to a condition satisfactory to the Owner.

END OF SECTION 015000

SECTION 01 73 29 - CUTTING AND PATCHING

1.01 GENERAL

- A. All Contractors, Subcontractors, Sub-subcontractors, Vendors and the like shall be required to familiarize themselves with said provisions.
- B. Provide materials, labor, equipment and services necessary and/or required to execute the work of this Section as shown on the drawings, specified herein and/or required by job conditions.
- C. All cutting, removing, relocation, fitting, altering and rough patching for the installation and completion of his work in other than finished surfaces noted below shall be performed by the Trade or Subcontractor requiring said cutting and patching. FINISH PATCHING SHALL BE BY THE RESPECTIVE TRADE OR SUBCONTRACTOR THAT NORMALLY DOES THAT FINISH WORK.
- D. All finish patching of finished surfaces including - exposed concrete, concrete masonry, brick masonry, glazed masonry and the like shall be performed by the trade customarily involved with the finished work.
- E. All coring and finish patching shall be performed by the Contractors requiring such coring work.

1.02 REQUIREMENTS INCLUDED

- A. Definitions
- B. Cutting and Patching Requirements
- C. Specific Requirements - All Trades

1.03 DEFINITIONS

The following definitions shall apply to all work of this Contract involving cutting, patching, filling and the like.

- A. Cutting - those operations required to expose existing construction, or required to permit the installation of work under this contract, or passage of new or relocated work through existing construction.
- B. Patching - Those operations required to bring surfaces to a level to permit the application of a finish treatment.

The Contractor responsible for performing the patching shall be responsible for the restoration of the substrate to match adjacent areas, whether new or existing, except for the following conditions:

1. Exposed masonry, concrete or similar surfaces which do not require or call for painting.
 2. Those patched surfaces which are wholly contained within an area which is to receive a new finish treatment as called for elsewhere in the Contract Documents.
- C. Replace - Shall mean to furnish and install an entirely new element which matches the original element's material, color, dimension and design.

- D. Repair - Shall mean to make the existing element as nearly "new", as possible, by the means and methods indicated for each element.
- E. Fill - Shall mean to carefully and thoroughly remove, by approved methods, loose and deteriorated surface material and to install "new" material in the element so that the original contour is completely restored and color matched if exposed as a finished element. Follow manufacturers' instructions as applicable.
- F. Match Original - Where indicated, this type of replacement will match the best available representative element, in design, dimension, and installation, with improvements which represent the best standards of fabrication, so that even if an existing best example of an element is gouged or pitted, or otherwise worn, the new element shall be unworn and without defects and fabricated of new material. The Architect will provide identifications of all original elements.

1.04 CUTTING AND PATCHING REQUIREMENTS

- A. Where cutting, drilling or removals are required in existing and/or newly constructed wall, floor or roof construction, the work shall be done in a manner that will safeguard and not endanger the structure, and shall, in all cases, be as approved by the Architect.

Prior to any cutting, drilling or removals, the Contractor shall investigate both sides of the surface involved, shall determine the exact location of adjacent structural members by visual examination, and shall avoid interference with such members.

No structural members such as joists, beams, columns supporting work that is to remain shall be cut, drilled or removed unless such conditions are shown in detail on the Contract Documents and reinforcing of members affected or new members to compensate for such drilling, cutting and removals are shown.

Positive instructions shall be obtained from the Architect before cutting beams or other structural members, arches, lintels and the like and the Contractor shall be guided by such instructions.

- B. Each Trade Contractor shall provide all sleeves, inserts, hangers and the like required for the execution of their respective work; failing to provide such, said responsible Contractor shall reimburse the General Contractor who shall do all necessary cutting and patching required for the execution of his work.
- C. No Contractor shall:
 - 1. endanger any work by cutting or drilling or otherwise;
 - 2. cut or alter the work of any other contractor except with the written consent of the Architect.
 - 3. cut or drill above the minimum needed to install work.
- D. All holes cut through masonry exposed to view in the finished work and concrete slabs shall be core drilled except for specific holes that have been structurally detailed per Contract Documents.

The Contractor shall locate adjacent structural members before core drilling to insure that structural members are not damaged.

No jack hammering will be permitted in the work within any occupied portions of a structure.

- E. Exposed patches and repairs shall be as inconspicuous as possible.

Where new work does not match exactly the color, finish, dimension, size and the like of the existing, the new work shall be carried across the surface to which it is applied and be continued to a natural stopping point or corner.

- F. All cutting and patching shall be performed using skilled mechanics of the trade or craft involved.

Where two or more contractors are involved with work within same penetration, safing shall be performed by the trade with the largest share of the opening being used.

1.05 SPECIFIC REQUIREMENTS - ALL TRADES

- A. The Contractor shall perform, or cause to have performed by nominated trade and/or subcontractors as defined in Paragraph 1.03 herein, all cutting, rough and finish patching required to install the work under the Contract and as indicated on the drawings and/or as required; further, said contractor shall perform, or cause to have performed, all finish patching of openings at walls and slabs created by the removal of existing ductwork, piping, conduit, equipment or installation of new work.

****End of Section****

SECTION 017340 - GUARANTEES, WARRANTIES, AND BONDS

1. GENERAL

- 1.1 Requirements set forth herein are in addition to and shall be considered as complementary to the Conditions of the Contract and the balance of Division #1 and Technical Specifications.
- 1.2 All Contractors, Subcontractors, Sub-subcontractors, Vendors and the like shall be required to familiarize themselves with said provisions.
- 1.3 The following Clauses indicate extended terms of Guarantee/Warranties required for this Project.
- 1.4 The Contractor further guarantees to make permanent repairs forthwith to restore the affected areas and to make such temporary and permanent repairs without reference to or consideration of the cause of any defects in the Work.
- 1.5 Work required to correct defective material or workmanship during the guarantee periods shall be borne by the Contractor without cost to the Owner.
- 1.6 Should the Contractor fail to remedy defects immediately, the owner may furnish such materials and labor as are necessary to bring the work to the standard called for and the Contractor shall reimburse the owner in full immediately.

2. GUARANTEE OF WORK

- 2.1 Except as otherwise specified, all work performed under the Contract shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment or workmanship for one year from the guarantee starting date (which shall be defined as the date of final Certificate for Payment or the date of actual full occupancy of the building, whichever is earlier). The building, section thereof, or item of equipment, shall be occupied or put into actual use by the owner only after judged completed by the Architect and approved by him as ready for occupancy.
- 2.2 If, within any guarantee period, repairs or changes are required in connection with guaranteed work, which in the opinion of the Architect is rendered necessary as the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with terms of the Contract, the Contractor shall promptly upon receipt of notice from the Owner and without expense to the Owner:
 1. Place in satisfactory condition, in every particular, all of such guaranteed work, correct all defects thereof, and;
 2. Make good all damages to the building or site, or equipment or contents thereof, and;
 3. Make good any work or material, or equipment and contents of said building or site disturbed in fulfilling any such guarantee.
- 2.3 In any case where in fulfilling requirements of the Contract or of any guarantee embraced in or required thereby the Contractor disturbs any work, he shall restore such disturbed work to a condition satisfactory to the Owner.

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END OF SECTION 017340

SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT

Part 1 - GENERAL

1.01 GENERAL

- A. All Contractors, Subcontractors, Sub-subcontractors, Vendors and the like shall be required to familiarize themselves with said provisions.

1.02 DESCRIPTION OF WORK

- A. Provide recycling and disposal of removed materials and construction waste as specified below.

1.03 INTENT

- A. The Owner has established that this Project shall generate the least amount of waste practical and that processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors shall be employed.
- B. Of the waste that is generated, as many of the waste materials as economically feasible shall be reused, salvaged, or recycled. Waste disposal in landfills shall be minimized to the greatest extent practical.

With regard to these goals the Contractor shall develop, for Owner's Representative's review and Architect's review, a Waste Management Plan for this Project.

Each Sub/Specialty Contractor shall be responsible for segregating their own waste into different dumpsters as directed by the Contractor.

The Contractor shall be responsible for ensuring that debris will be disposed of at appropriately designated licensed solid waste disposal facilities, as defined by governing laws of the jurisdiction of the Work.

1.04 WASTE MANAGEMENT PLAN

- A. Waste Management Plan: The Contractor shall provide a plan containing the following:
1. Analysis of the proposed jobsite waste to be generated, including types and rough quantities.
 2. Landfill Options: The name of the landfills where trash and building debris will be disposed of, the applicable landfill tipping fees, and the projected cost of disposing of all Project waste in the landfills.
 3. Landfill Certification: Contractor's statement of verification that landfills proposed for use are licensed for types of waste to be deposited and have sufficient capacity to receive waste from this project.
 4. Alternatives to Land filling: A list of each material proposed to be salvaged or recycled during the course of the Project. Include the following and any additional items proposed:
 - a. Cardboard.

- a. Clean dimensional wood.
 - b. Beverage containers.
 - c. Metals from framing, banding, stud trim, ductwork, piping, rebar, roofing, other trim, steel, iron, galvanized sheet steel, stainless steel, aluminum, copper, zinc, lead, brass, and bronze.
5. Meetings: A description of the regular meetings to be held to address waste management.
 6. Materials Handling Procedures: A description of the means by which any waste materials identified above will be protected from contamination, and a description of the means to be employed in recycling the above materials consistent with requirements for acceptance by designated facilities.
 7. Transportation: A description of the means of transportation of the recyclable materials (whether materials will be site-separated and self-hauled to designated centers, or whether mixed materials will be collected by a waste hauler and removed from the site) and destination of materials.

Part 2 - PRODUCTS –NOT USED

Part 3 - EXECUTION

3.01 RECYCLING

- A. Metal, including but not limited to aluminum stairs, structural beams and sections, and reinforcing steel shall be recycled.
- B. Wood that is not painted and does not contain preservatives (i.e. creosote, arsenic, and chromium-containing preservatives) shall be segregated and recycled.

3.02 WASTE MANAGEMENT PLAN IMPLEMENTATION

- A. All sorting will be done “off site” by a recognized construction and demolition processing facility who will be responsible for provision of all documentation as to where loads were processed and the recycling rate achieved.
- B. Hazardous Wastes: Any unforeseen hazardous wastes shall be separated, stored, and disposed of according to local regulations.

END OF SECTION 017419

SECTION 017700 - PROJECT CLOSE OUT

1. GENERAL

- 1.1 Requirements set forth herein are in addition to and shall be considered as complementary to the Conditions of the Contract and the balance of Division #1 and Technical Specifications.
- 1.2 All Contractors, Subcontractors, Sub-subcontractors, Vendors and the like shall be required to familiarize themselves with said provisions.

2. FINAL CLEANUP

- 2.1 The Contractor shall leave the work ready for use and occupancy without the need of further cleaning of any kind.
- 2.2 The Contractor shall remove all tools, appliances, project signs, material and equipment from the phased areas as soon as possible upon completion of the work.
- 2.3 The work is to be turned over to the Owner in new condition, in proper repair and in perfect adjustment.

3. REQUIRED CLOSE OUT DOCUMENTATION

- 3.1 Prior to final payment, the Owner shall receive the following documents as required by the Contract:
 1. Project record documents as per Section 017719.
 2. The Contractor's General Guarantee.
 3. Specific guarantees of material, equipment and systems installed in the work.
 4. A copy of all test data taken in connection with the work.
 5. Three (3) copies of all operation and maintenance manuals.
 6. All keys, tools, screens, spare construction material and equipment required to be furnished to the Owner as part of the work.

4. ORIENTATION INSTRUCTION

- 4.1 Prior to final payment, appropriate maintenance personnel of the owner shall be oriented and instructed by the Contractor in the operation of all systems and equipment, as required by the Contract.

5. PROJECT CLOSE OUT INSPECTIONS

- 5.1 When the work has reached such a point of completion that the building or buildings, equipment, apparatus or phase of construction or any part thereof required by the Owner for occupancy or use can be so occupied and used for the purpose intended, the Owner or the Architect shall make a detailed inspection of the work to insure that all the requirements of the Contract have been met and that the work is complete and is acceptable.
- 5.2 A copy of the report of the inspection shall be furnished to the Contractor as the inspection progresses so that the Contractor may proceed without delay with any part of the Work found to be incomplete or defective.
- 5.3 When the items appearing on the report of inspection have been completed or corrected, the Contractor shall so advise the owner and the Architect. After receipt of this notification, the Owner or the Architect shall inform the Contractor of the date and time of final inspection. A copy of the report of the final inspection, containing all remaining contract exceptions, omissions and incompletions, shall be furnished to the Contractor.
- 5.4 After the receipt of notification of completion and all remaining contract exceptions, omissions and incompletions from the Contractor, the Owner and the Architect shall make an inspection to verify completion of the exception items appearing on the report of final inspection.

END OF SECTION 017700

SECTION 017710 - CLEANING

1. GENERAL

- 1.1 Requirements set forth herein are in addition to and shall be considered as complementary to the Conditions of the Contract and the balance of Division #1 and Technical Specifications.
- 1.2 All Contractors, Subcontractors, Sub-subcontractors, Vendors and the like shall be required to familiarize themselves with said provisions.

2. DESCRIPTION

- 2.1 In addition to that work required under Articles 3.15 and 6.3 of the AIA General Conditions, the Work included shall generally consist of the following:
 1. Maintain premises and all properties free from accumulations of waste, debris and rubbish caused by operations connected with the Work.
 2. The Contractor shall provide for the continual removal of rubbish and debris from the area until completion of the Work.
 3. Contractor shall sweep up and gather together daily, all his own rubbish and deposit same at a location (s) as directed by the Contractor.
 4. At completion of each night's the Contractor shall remove waste materials, rubbish, tools, equipment, machinery and surplus materials, and clean all sight-exposed surfaces; leave project clean and ready for occupancy;
 5. Staging areas, walkways, grounds and any areas affected by the work shall be cleaned of debris and restored to "new" condition.
- 2.2 Related Work Specified Elsewhere
 1. Description of Work (01000)
 2. Alterations to Existing Facilities (01010)
 3. Mechanical and Electrical Coordination (01040)
 4. Cutting and Patching (01040) (01045)
 6. Temporary Facilities (01500)
 7. Project Closeout (01700)
 8. Cleaning for specific products or work: Reference specific Section for that work.

3. SAFETY REQUIREMENTS

- 3.1 Standards: Maintain project in accord with following safety and insurance standards:
 1. Occupational Safety and Health Administration (OSHA)
 2. Life Safety Code - NFPA 101, 88

3.2 Hazards Control

1. Store volatile wastes in covered metal containers, and remove from premises daily.
2. Prevent accumulation of wastes which create hazardous conditions.
3. Provide adequate ventilation during use of volatile or noxious substances.

3.3 Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.

1. Do not burn or bury rubbish and waste materials on project site.
2. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
3. Do not dispose of wastes into streams or waterways.

4. MATERIALS

- 4.1 Use only cleaning materials recommended-by manufacturer of surface to be cleaned.
- 4.2 Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

5. CLEANING DURING CONSTRUCTION

- 5.1 Execute cleaning to ensure that building, grounds, and public properties are maintained free from accumulations of waste materials and rubbish.
- 5.2 Wet down dry materials and rubbish to lay dust and prevent blowing dust.
- 5.3 At reasonable intervals during progress of work, clean site and public properties, and dispose of waste materials, debris and rubbish.
- 5.4 Provide on-site containers for collection of waste materials, debris and rubbish.
- 5.5 Remove waste materials, debris and rubbish from site and legally dispose of at public or private dumping areas off Owner's property.
- 5.6 Vacuum clean interior building areas when ready to receive finish painting, and continue vacuum cleaning on an as-needed basis until building is ready for substantial completion or occupancy.
- 5.7 Handle materials in a controlled manner with as few handlings as possible; do not drop or throw materials from heights.
- 5.8 Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet, newly painted surfaces.
- 5.9 All materials and equipment shall be properly and effectively protected by Respective Prime Contractors. All piping and conduits must be properly capped by installing contractor during construction so as to prevent obstruction and damage.

Any damage resulting in the failure to use proper precautions to this work shall be replaced or altered to the satisfaction of the Architect.

- 5.10 Piping that is to be painted or insulated shall be cleaned to remove dirt and grease or oil by the installing Contractor.
- 5.11 Piping shall be cleaned inside to remove dirt and loose scale, and further, all water piping shall be flushed out prior to testing of equipment and all strainers, automatic valves, pump stuffing boxes, mechanical seals, and other parts where dirt may cause faulty operation shall be cleaned by the installing Contractor.
- 5.12 Ductwork and casings shall be cleaned on inside and outside by HVAC Contractor.
- 5.13 Clean filters installed before fans are operated. After the equipment has been used for any purpose such as testing, adjusting or temporary ventilation, filters shall be cleaned or renewed and all ducts shall be cleaned. Such work is the responsibility of the HVAC Contractor.
- 5.14 All reasonable design requirements for air venting the systems have been incorporated into the plans and specifications. Failure of air vents due to the inadequate cleaning of systems, or improper venting procedure shall be the responsibility of the HVAC Contractor.

6. FINAL CLEANING

- 6.1 Employ experienced workmen, or professional cleaners, for final cleaning.
- 6.2 In preparation for substantial completion or occupancy, conduct final inspection of sight-exposed interior and exterior surfaces, and of concealed spaces.
- 6.3 Remove grease, dust, dirt, stains, labels, mortar droppings, fingerprints, and other foreign materials, from sight-exposed interior and exterior finished surfaces; polish surfaces so designated to shine finish.
- 6.4 Cleaning and polishing of all glass, hardware, equipment and architectural metal.
- 6.5 Repair, patch and touch up marred surfaces to specified finish, to match adjacent surfaces.
- 6.6 Removal of all paint, putty and other stains from all glass, and washing of glass on both sides.
- 6.7 Removal of all temporary protections (tape, oil, cosmoline, etc.).
- 6.8 Cleaning of all floors, including grinding, if necessary, of concrete floors, if not otherwise cleanable.
- 6.9 All carpeting shall be completely and thoroughly vacuumed as part of the final cleaning.
- 6.10 Broom clean paved surfaces; rake clean other surfaces of grounds.
- 6.11 Maintain cleaning until project, or portion thereof, is occupied by Owner.

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END OF SECTION 017700

SECTION 017719 - PROJECT RECORD DOCUMENTS

1. GENERAL

- 1.1 Requirements set forth herein are in addition to and shall be considered as complementary to the Conditions of the Contract and the balance of Division #1 and Technical Specifications.
- 1.2 All Contractors, Subcontractors, Sub-subcontractors, Vendors and the like shall be required to familiarize themselves with said provisions.

2. PROJECT RECORD DRAWINGS

- 2.1 The purpose of the project drawings is to record the actual location of the work in place including but not limited to underground lines, concealed piping within buildings, concealed valves and control equipment, and to record changes in the work.
- 2.2 In addition to the sets of contract drawings that are required by the Contractor on the site to perform the work, the Contractor shall maintain, at the site, one (1) copy of all drawings, specifications and addenda that are part of the Contract as awarded.

Each of these documents should be clearly marked "Project Record Copy", maintained in a clean and neat condition available at all times for inspection by the Owner or the Architect, and shall not be used for any other purpose during the progress of the work.

2.3 Project Record Requirements

1. The Contractor shall mark-up the "Project Record Copy" to show:
 - a. Approved changes in the work.
 - b. Details not shown in the original Contract Documents.
 - c. Any relocation of work.
 - d. All changes in dimensions.
2. Such information shall include, but shall not be limited to:
 - a. Any substitutions.
 - b. Any approved change order.

- 2.4 The Contractor shall keep the project record documents up-to-date from day to day as the work progresses. Appropriate documents are to be updated promptly and accurately; no work is to be permanently concealed until all required information has been recorded.

- 2.5 The project record drawings are to be submitted by the Contractor to the Owner or the Architect when all the work is completed and is approved by the Owner and the Architect

before the Contractor may request final payment.

If the project record drawings as submitted are found to be unacceptable due to incompleteness or inaccurate information, the drawings shall be returned to the offending Contractor for corrective action and resubmitted for approval prior to the release of final payment.

FINAL PAYMENT IS CONTINGENT UPON PREPARATION OF FINAL PROJECT RECORD DRAWINGS ON A SET OF PRINTED AND DIGITAL DRAWINGS FURNISHED BY THE CONTRACTOR AND SUBMITTAL OF SAME TO THE OWNER, THROUGH THE ARCHITECT.

END OF SECTION 017719

SECTION 024119 - SELECTIVE REMOVALS

Applicable provisions of the Conditions of the Contract and Division 1, General Requirements, govern work in this section.

1. GENERAL

1.1 DESCRIPTION OF WORK

- A. The work of this Section consists of the provision of all plant, materials, labor and equipment and the like necessary and/or required for the complete execution of all demolition work for this project as required by the schedules, keynotes and drawings, including, but not limited to the following:

General Items of Work:

1. Remove existing doors, floor slabs, windows, railings, trim, kitchen equipment, cabinets, finishes, toilet room partitions and accessories, plumbing and sprinkler fixtures and piping, HVAC equipment and piping, electrical equipment and wiring, and the like.
2. Protect all existing spaces, finishes, and equipment designated to remain from damage during the demolition operations required by the scope of work of this Project.
3. Perform balance of all demolition and removal work as required by the drawings and existing conditions, including performing of all necessary cutting, removals, and the like for the proper installation of all new work.

- B. Roofing removal and asbestos abatement specified in Section 028000.

1.2 REQUIREMENTS AND RESTRICTIONS

- A. All work of this section will be accomplished in strict conformance to applicable provisions of the Local and/or State codes as may be applicable and OSHA Code requirements governing demolition work.
- B. Do all demolition work only at such times and in such a manner as is approved by the owner and is in compliance; with above referenced codes, documents, procedures, plans or instructions.
- C. The work of this section shall be accomplished by a Contractor experienced in demolition work on projects of similar size and complexity within the past 5 years.

Evidence of such experience on 5 such projects shall be submitted to the Owner for his evaluation.

- D. Notify the Owner if work affects suspected asbestos-containing or lead based materials and request direction.

1.4 SUBMITTALS

- A. Submit schedule of demolition procedures to the Architect and obtain approval thereof before starting any work. Strict dust control measures shall be implemented and maintained.
- C. Permits, as applicable, for transport and disposal of debris and hazardous materials.

1.5 SAFETY AND PROTECTION

- A. Carefully protect all work adjacent to areas in which work is to be done and areas used for access.

Protect all floors where traffic requires it with suitable "rigid" protection material.

- B. During the progress of the work take every precaution to avoid accidents and to protect the work, the occupants of the building, the employees of the Owner and the public against damage and injury.

Where materials are stored in public areas or where work is in progress, protect same with fences, sheds, suitable barriers or guard rails and place electric lights on them at night.

2. PRODUCTS - NOT USED

3. EXECUTION

3.1 INSPECTION & VERIFICATION OF CONDITIONS

- A. Examine all drawings covering the work of this Section and refer to all other drawings, including mechanical and electrical drawings, which may affect the work of this section or require coordination by this trade.
- B. Visit the site, verify all conditions covering or affecting the work of this Section.
- C. Before starting any work, make a thorough examination of those portions of the structure on which the work is to be performed to insure that areas to be demolished are unoccupied and discontinued in use.
- D. Do not commence work until conditions are acceptable to Architect and/or Owner's Representative.

NOTE - Failure to acquaint oneself with all known or apparent conditions will not be cause for extra compensation.

Coordinate with "Conditions".

3.2 SALVAGE (Coordinate with Section 01010)

- A. Prior to the actual start of demolition and removal operations, the Contractor and the Owner's Representative shall inspect the overall premises for equipment and accessories to be salvaged including both those shown on the Drawings and such additional items as may be required by the owner.
- B. All items designated to be saved will be tagged in a suitable manner for disposition.
- C. Carefully remove all such items to be reused, stored and the like and store same where directed by the Architect &/or Owner.
- D. Replace marred or damaged items without cost to the Owner.

3.3 DEMOLITION

- A. Do no demolition or remove any items until it is certain that a condition will not be created which might jeopardize the weather-tightness or structural adequacy of the existing building.
- B. Demolish masonry walls and structural elements in small sections.
- C. Proceed with the work of demolition and removal in an orderly manner and without noise or other disturbance to the operations of the existing facility.

3.5 RECYCLING AND DISPOSAL (Coordinate with Section 017419)

- A. Remove all debris and refuse materials from the work area each night
- B. Rubbish shall not be allowed to accumulate. Remove rubbish from job site each day and leave premises and work in a clean condition.

Loose rubbish shall not be piled on or near the premises.

The Owner's refuse facilities shall not be used and rubbish shall not be placed in Owner's dumpsters, garbage or rubbish containers or the like.

Location of rubbish containers shall be as directed by the County.

- C. Fires for burning of rubbish and debris or any other purposes are forbidden.
- D. All materials resulting from the demolition operations shall become the property of the Contractor and he shall dispose of all debris OFF THE SITE.

Hazardous materials are to be transported and disposed of by a licensed toxic-waste transporter in accordance with applicable Local, State and/or Federal regulations. Most stringent regulations shall govern.

- E. No storage of materials resulting from the demolition operations will be permitted on the site.

END OF SECTION 024119

SECTION 028000 – ASBESTOS REMOVAL

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK:

- A. Unless determined otherwise, all suspect asbestos containing building materials (ACM's) affected by the roofing work under this Contract – Yorktown Maintenance Garage, Alterations and Sewer System located at 3800 Crompond Road, Cortlandt Manor, NY hereafter referenced as the “Project” shall be considered as such and therefore treated as asbestos-containing and/or contaminated materials including all materials listed in Table 1. Refer to Drawing A-3. Drawing is only a diagrammatic representation of the work areas and do not constitute the actual quantities of materials. Asbestos Abatement Contractor is responsible for the confirmation of the actual total quantities of the materials prior submitting bid.

Table 1.

| Asbestos Containing Materials (ACM's) Spreadsheet | | |
|--|-------------|----------------------|
| ACM Type | Location | Approximate Quantity |
| Roof Tar on Metal Deck and All Associated Roofing Materials (i.e. Flashings, Insulations/Boards, Membrane, etc.) | Entire Roof | 7,000 Square Feet |

End of Table 1.

- B. The Abatement Contractor shall be responsible for verifying site conditions as well as the type and quantity of asbestos containing and/or asbestos contaminated materials to be abated / removed as part of the Project.
- C. The Abatement Contractor shall be responsible for removing all asbestos containing and/or contaminated materials under this Project. Any Demolition required to access all ACM's shall be performed by the Abatement Contractor as part of the pricing submitted.
- D. The Abatement Contractor shall be responsible for coordinating all daily activities with the General Contractor and Third Party Air Monitoring Firm including the notice of cancellation of a work shift
- E. The contract amount shall include all costs associated with all asbestos abatement activities including labor for removal, disposal of waste generated, all applicable project filings and notifications, site specific variance applications, work permits, equipment, insurance, overhead, etc., as will be required to perform work in accordance with all applicable Federal (EPA), State (NYS DOL) and Local (City) regulations / requirements.
- F. The Work of this Section involves the removal of all asbestos containing and/or contaminated materials (ACM's) detailed in Table 1 for the Project. The removal of all ACM's are to be performed in accordance with the applicable Federal, State and Local requirements as well as this Abatement Specification, Building Owner/Client,

Architect and the General Contractor's requirements.

- G. The Abatement Contractor shall provide the necessary equipment (i.e. scaffolding systems, ladders, etc.) to safely access the work areas.
- H. The Abatement Contractor will coordinate with the General Contractor for types and locations of containers for disposal of non asbestos materials as well as locations for storage, and transport of asbestos containing materials from the work areas.
- I. The Abatement Contractor shall remove all asbestos-containing materials impacted by the project as specified.
- J. During the Project, the Abatement Contractor shall not interfere with any on-going building operations in areas that are not within containment areas. All deliveries, storage of materials and location of the asbestos waste and hauling container(s) shall be coordinated with the General Contractor. The Abatement Contractor shall confine his equipment; the storage of materials or wastes and the operation of his workmen to limits established by law, ordinances, permits or directions of the General Contractor and shall not unreasonably encumber the premises with his materials apparatus or equipment.
- K. The Environmental Consultant and/or the Third Party Air Monitoring Firm retained by the Building Owner, commissioned to represent same as an authorized agent shall decide as to the meaning and applicability of any part of the technical abatement documents as it pertains to the asbestos abatement portion of the project, and its' decision shall be binding and final unless overruled by the Building Owner. The Environmental Consultant and/or the Third Party Air Monitoring Firm shall be responsible to administer instructions to the Abatement Contractor with respect to the meaning and implementation of all Contract Documents.
- L. Any omissions from this document or any mis-description of details of work that are manifestly necessary to carry out the intent of the work or that are customarily performed will not in any way relieve the Abatement Contractor from performing such omitted or mis-described details of work. The abatement work shall be performed as if fully and correctly set forth and described in the technical abatement document.
- M. In the event of a conflict with or overlap of the above referenced regulations or the technical work & test procedures document(s), the most stringent provisions shall be applicable. If a discrepancy occurs between the Abatement Contractor's standard operating procedure and this document, this document shall take precedence and supersede the directive in question.
- N. If one or more provisions of the technical abatement document shall be deemed inapplicable to any particular project for any reason, the portions so affected will be omitted and shall not affect the operability or applicability of remaining portions.
- O. Any waiver of any part of these technical abatement document(s), herein pursuant to the judgment of the Environmental Consultant shall be in writing and shall not operate as a waiver with respect to any other portions absent the written permission of the Environmental Consultant granting such waiver specifically to the Abatement Contractor, for the section of the requirements deemed waived.
- P. No claims are made as to the structural integrity of any of the areas on or in which

abatement is proposed. It remains the sole responsibility of the bidding contractor to determine such parameters per abatement site. The Abatement Contractor shall also be responsible for the determination of the safe operations with regard to working loads on roof areas. Structural load tests, or determinations of similar parameters are to be done by a registered Professional Engineering firm, retained by the Abatement Contractor to perform any and all such tests necessary. If personal safety harnesses may be necessary for the worker involved phases of the work, again it shall be the Abatement Contractor's responsibility to administer all required safety precautions and procedures as per all applicable OSHA requirements.

1.2 RELATED DOCUMENTS:

- A. Provide insurance coverage and certificates as per Westchester County requirements stated in Information to Bidders, Article 7, page 2.3.

1.3 MATERIALS AND PRODUCTS:

- A. Encapsulant: Battelle Columbus Laboratory test procedures and rating requirements developed under the 1978 USEPA contract shall be used for lockdown encapsulation.
- B. Latex paint with solids content greater than 15% shall be considered a lockdown sealant for coating all non-metallic surfaces. Acceptable materials are Chil-Abate CP-210, Childer Products Company; Serpiflex Shield, International Protective Coatings Corp.; or approved alternate.
- C. Surfactant: Any surfactant used shall be non-carcinogenic and not generally toxic in normal use. Aqua-gro by Aquatrols Corporation or Asbestite 1000 by Arpin Products or approved equal shall be used.

1.4 PROTECTIVE EQUIPMENT:

- A. Minimum of half-faced respirators and replacement filters.
- B. Powered Air Purifying (PAPR) acceptable and recommended especially for full containment or amphibole asbestos.
- C. Tyvek suits or equivalent, gloves, boots, etc.

1.5 MISCELLANEOUS MATERIALS:

- A. Fire retardant polyethylene six-mil thickness (actual).
- B. Fire-rated wood framing (2- by 4-inch) and 3/8-inch plywood for decontamination enclosure system and isolation barriers.
- C. Personnel shower system with hot/cold water spigot with 5.0-micron filtration and disposal system.
- D. Hot water heater for personnel shower, should hot water be unavailable from inside the facility.

1.6 PROPOSED WORK SCHEDULE:

- A. The work shall be completed in conjunction with the General Contractor and Building Owner's requirements. The Abatement Contractor shall provide a schedule with the total number of eight hour shifts required to complete the work outlined within this document with their bid.
- B. The schedule of abatement work shall be coordinated with the General Contractor and the Third Party Air Monitoring Firm.

NOTE: The Abatement Contractor will be the responsible party for notifying the Third Party Air Monitoring Firm and the General Contractor of any and all cancellations of work. This cancellation of the daily shift will be required to be made by 7:00 P.M. of the previous day. Any cancellations that result in costs to the Building Owner because of lack of proper notification shall be paid for by the Abatement Contractor.

PART 2 - SCOPE OF WORK

- 2.1 The Contractor shall remove and dispose of ACM's and be responsible for the following:
 - A. Be responsible for conducting the removal in conjunction with the New York State Department of Labor Industrial Code Rule 56 (NYSDOL ICR 56) for the removal of the ACM's. All abatement activities are to be in accordance with applicable Federal, State and Local regulations including negative air and a centrally located cut-off switch (as applicable), fire retardant polyethylene and plywood sheeting, fire extinguishers, cleanings, critical barriers, exit and no smoking signs, etc.
 - B. Be responsible for the preparation of the applicable filing applications, all associated fees required for the notifications and obtaining the appropriate permits, for all applicable Federal, State and Local regulatory agencies, in order to be in compliance with all applicable regulatory requirements.
 - C. Be responsible for performing the work on this Project in compliance with applicable Federal, State, and Local regulations, permits, work place safety plans, variances, codes, standards and guidelines regarding asbestos abatement activities, except where more stringent requirements are set forth, where conflicting requirements are encountered, the more stringent requirements shall apply.
 - D. Be responsible for determining all quantities of ACM's and/or asbestos contaminated materials that are to be removed/abated and disposed of as asbestos-containing materials.
 - E. Be responsible for providing a licensed electrician for lock-out, tag-out of the electrical equipment, providing and connecting the GFI panel for the work area(s) and for supplying any construction lighting necessary to conduct this Project.
 - F. Be responsible for providing a licensed plumber for any and all plumbing connections/disconnects and for any and all emergency plumbing repairs necessary

during the course of this Project.

- G. Be responsible for assuring that all electrical connections and plumbing modifications are established “no less than 24-hours” prior to the commencement of the Project and for coordinating with the General Contractor for the removal of the GFI panel and re-establishing all electrical and all plumbing modifications within “24-hours” of the Project completion as applicable.
- H. Be responsible for supplying all necessary OSHA-approved ladders and worker fall protection training and equipment, which may become necessary or required to complete the Project.
- I. Be responsible for indicating and outlining their proposed filing of this Project (i.e. use of site specific variances, etc.) on their submission - form of bid.

PART 3 - DOCUMENT SUBMISSIONS

3.1 The Abatement Contractor shall be required to submit within ten (10) days prior to the pre-construction conference three copies of the documents listed within this Part. The Abatement Contractor must receive the Environmental Consultant’s written approval of all submittals before any work associated with the Project may begin.

A. PROGRESS SCHEDULE:

- 1. Show the complete sequence of construction by activity and the sequencing of work within each area and section of the work.
- 2. Show the dates for the beginning and completion of each major element of work including substantial completion dates for each work area or phase, as applicable.
- 3. Show projected percentage of completion for each item, as of the first day of each month, as applicable.
- 4. Show final inspection dates.

B. NOTIFICATIONS:

Submit notifications required by Federal, State and Local agencies together with proof of timely transmittal to agencies (certified mail return receipt). Provide copies of return receipts, checks and filings to the General Contractor, Building Owner, Environmental Consultant and Third Party Air Monitoring Firm.

C. PERMITS:

Submit copies of current valid permits required by Federal, State and Local regulations, including arrangements for storage, transportation and disposal of contaminated material.

D. WORKER TRAINING AND MEDICAL SURVEILLANCE:

1. Documentation of worker training as required by OSHA 29 CFR 1926.58 for each person assigned to the Project, as well as any subcontractors employees assigned to the job.
2. "Asbestos Employee Medical Examination Statement", "Certificate of Worker Release" and "Asbestos Employee Training Statement" forms must be completed, signed and submitted for each worker assigned to the Project.
3. Documentation shall include valid NYS DOL and NYC DEP (as applicable) asbestos handling certificates, proof of respirator fit test and OSHA required medical examination.
4. Records of all employee training and medical surveillance shall be maintained for at least forty (40) years.

E. MSDS SHEETS:

The Abatement Contractor shall also submit Safety Data Sheet (SDS) to the Environmental Consultant for each type of chemical, liquid material, surfactant or encapsulant.

F. ABATEMENT CONTRACTORS LICENSES:

The Abatement Contractor shall submit proof of a current valid license issued by the New York State Department of Labor; the New York City Department of Environmental Protection (as applicable) and; all workers shall be required to have both NYS and NYC (as applicable) certifications/licenses on their person, while performing abatement activities, as required.

G. RESPIRATORY PROTECTION PROGRAM:

The Abatement Contractor shall submit a written Respiratory Protection Program to the Environmental Consultant for review and approval.

H. ABATEMENT PROJECT SUPERVISOR(s):

Provide the name, address and social security number of the person(s) who will be the NYS DOL Certified Asbestos Supervisor to supervise the abatement. The Abatement Contractor shall designate a full-time Abatement Supervisor who will be on-site at all times during work periods. The Abatement Supervisor must be able to read and write English fluently, as well as communicate with and direct his/her workers.

The Abatement Contractor shall submit the Abatement Supervisor's resume with the pre-work submittals for review and approval by the Environmental Consultant. The Abatement Supervisor must satisfy the "competent person" requirements as defined OSHA 1926.58 and shall demonstrate a minimum of two (2) years experience with work of similar nature.

I. SPECIMENS OF DAILY LOG:

Submit copies of typical daily logs from previous projects of similar scope and size.

J. WASTE DISPOSAL CONTRACTOR AND DISPOSAL SITE:

1. The name and address of the deposit landfill or waste disposal site or sites where the asbestos waste materials are to be deposited or disposed of. The Environmental Consultant must approve this site. The manifesting procedure must also be specified.
2. The name, address and copy of the New York State Dept. of Environmental Conservation Waste Transporter Permit of any transporters that are to be used to transport asbestos waste.

K. PATENTS, and/or TRADE LICENCES:

Please refer to the General Conditions/General Requirements of the Project Specifications for guidance on these matters.

L. SUBCONTRACTOR:

Submit a detailed list of subcontractors, trade, copies of their applicable licenses and necessary permits, if they are to be utilized on this project.

M. WORK PLAN:

1. Prior to commencing the abatement Project, the Abatement Contractor shall submit to the Environmental Consultant and General Contractor, a written standard operation procedure that is designed and implemented to maximize protection against human exposure to asbestos. The Standard Operational Procedures (SOP) shall take into consideration the workers, visitors, building employees, general public and environment. At a minimum, the procedures must include, as applicable, the following:
 - a. Security to the worksite(s) shall be the responsibility and provided by the selected Abatement Contractor, on an around-the-clock basis against unauthorized visitors.
 - b. Delineation of responsibility of the work site including individual's names, addresses, telephone numbers and where they can be reached at all times, including weekends.
 - c. The Abatement Contractor shall designate and document a full time Asbestos Supervisor who shall be on-site at all times during abatement activities. If the Asbestos Supervisor is not on-site, all work shall be stopped. The Asbestos Supervisor shall remain until the project is complete and cannot be removed without the written consent of the Building Owner and the Environmental Consultant.
 - d. Samples of warning and tenant notifications and notices to be posted at the job site.
 - e. Catalog description of protective clothing and approved respirators, as well as, replacement equipment to be used.

- f. Provide specimen copies of daily progress log, visitor's log, & disposal log.
 - g. Submit copies of all rental notices sent to rental suppliers informing them of the nature of the work that the Contractor intends to use the equipment for.
 - h. Description of all removal methods to be used, including HEPA air filtration and decontamination sequence with special emphasis on any procedure that may deviate from these specifications.
 - i. A detailed abatement plan, in triplicate, for the preparation of the work site showing work area (numbered sequentially) including the locations of critical barriers (if required), placement and number of negative air filtration units and exhausts including calculations (if necessary), decontamination chambers, dumpster(s), entry and exits to the work area, type of abatement activity/technique, and temporary office. The Contractor with the Owner must coordinate temporary office.
 - j. A list of manufacturer's certifications stating that all vacuums, negative air filtration equipment, respirators and air supply equipment meet OSHA and EPA requirements.
 - k. A list of all materials proposed to be furnished and used under this contract.
 - l. Work schedule, identifying firm dates and completion for actual areas. Bar chart or critical path chart indicating phases is required.
 - m. Emergency evacuation procedures for medical or safety (fire and smoke) and from accidents such as injuries from falls heat exposure, electrical shock, etc.
 - n. The name, address and license number of the New York State Certified and AIHA Accredited Analytical Testing Laboratory he proposes to use for the OSHA monitoring.
2. Submit statements signed by each employee stating that the employee has received training in the proper handling of asbestos containing materials; understands the health implications and risks involved and understands the use and limitation of the respiratory equipment to be used.
 3. Work may not commence until all above referenced documents have been reviewed and approved in writing by the Consultant and Client representative.

N. ON-SITE DOCUMENTATION:

1. The Abatement Contractor shall maintain within the decontamination unit a daily log documenting the dates and time of (but not limited to) the following items:
 - a. Meetings; purpose, attendees, discussion (brief)
 - b. Visitations; authorized and unauthorized
 - c. Personnel; name, entering and leaving the work area

- d. Special or unusual events, barrier breaches, equipment failures, etc.
- e. Air monitoring test results for OSHA Compliance. Verbal results shall be supplied within 24 hours of testing. Hard copies shall be supplied to the building manager within five (5) days of testing. Abnormalities shall be supplied to the building manager immediately.

2. Documentation with confirmation signature of Third Party Air Monitoring Firm representative of the following:

- a. Inspection of work area preparation prior to start of removal and daily thereafter;
- b. Removal of any polyethylene barriers Inspections prior to encapsulation;
- c. Removal of waste materials and quantities. Decontamination of equipment (list items);
- d. Final inspection/final air tests.

O. CLOSE-OUT DOCUMENTATION:

1. Provide records of all project information, to include the following that shall be submitted upon completion of the project and prior to approval of the Abatement Contractor's final payment:
 - a. The name, address and social security number of the person who supervised the asbestos project.
 - b. The location and description of the asbestos project.
 - c. Copies of all OSHA compliance air monitoring records conducted during work.
 - d. Copies of the daily progress log, visitor's log.
 - e. Copies of any and all certificates of visual reviews.
 - f. The amount of asbestos or asbestos material that is installed, removed, enclosed, applied, encapsulated, or disturbed.
 - g. The name and address of the deposit or waste disposal site or sites where the asbestos waste materials were deposited or disposed of and all associated manifests, receipts and seals.
 - h. The name and address of any transporters used to transport asbestos waste material or asbestos material and all related manifests, receipts and other documentation associated with the transport of asbestos waste.
 - i. All other information that may be required by all Federal, State, and new Local regulations.

- j. The name, address, Asbestos Handler Certificate numbers, and Social Security Numbers of all persons engaged in the project.
- k. Copies of any required Employee Statements such as Medical Examination Statement, Certificate of Worker Release, or Employee Training Statement.

P. NOTIFICATIONS AND PERMITS

- 1. The Abatement Contractor shall be required to prepare and submit notifications and applicable work permits and work place safety plan to the following agencies at least ten (10) days prior to the commencement of the project:

US Environmental Protection Agency
DECA-ACB
290 Broadway, 21st floor
New York, NY 10007-1866

State of New Department of Labor
Asbestos Control Bureau
State Office Campus
Building 12, Room 454
Albany, New York 12240

New York City Department of Environmental Protection
Asbestos Control Program
59-17 Junction Boulevard, Flushing, N.Y. 11373

New York City Department of Buildings
c/o New York City Department of Environmental Protection and/or Local Fire
District
Asbestos Control Program
59-17 Junction Boulevard, Flushing, N.Y. 11373
New York City Department of Buildings
c/o New York City Department of Environmental Protection
Asbestos Control Program
59-17 Junction Boulevard, Flushing, N.Y. 11373

- 2. The notifications shall include at a minimum, the following information:
 - a. Name and address of the Contractor;
 - b. Name of Consultant
 - c. Address and description of the building, including size, age, and prior use of the building or area, and the amount of asbestos material present;
 - d. Designate room numbers or location(s) information of abatement activity(s);
 - e. Scheduled starting and completion dates for removal;
 - f. Methods to be employed when removing asbestos-containing materials;

- g. Procedures and equipment (including ventilating systems) that will be employed to comply with the Code of Federal Regulation (CFR) Title 40, Part 61 of the U.S. Environmental Protection Agency;
 - h. The name and address of the carting company and of the waste disposal site where the asbestos waste will be deposited.
 - i. Note: Notifications shall be submitted using standard forms as may be used by the respective agency and;
 - j. All required and applicable permits, work place safety plan as per the new NYCDEP Asbestos Rules and Regulations (implemented as of November 16, 2009).
3. The Contractor shall secure any and all permits required by the US EPA, the City of New York, county, or State of New York, that may be required with the cost for obtaining the permit included in the base bid price.
4. The Contractor shall erect bi-lingual warning signs around the workspace at every point of potential entry into the work area in accordance with OSHA 1926.58. These signs shall bear the following information:

DANGER - ASBESTOS
CANCER AND LUNG DISEASE HAZARD
AUTHORIZED PERSONNEL ONLY
RESPIRATORS AND PROTECTIVE
CLOTHING ARE REQUIRED IN THIS AREA

5. The Abatement Contractor shall post at entrances to the work place and immediate adjacent areas, notifications to building occupants which include the name of the Abatement Contractor, project location and size, amount and type of ACM, abatement procedures, dates of expected occurrence at least 10 days prior to the start of work as per applicable NYSDOL regulations.
6. The Abatement Contractor shall post a list of all emergency telephone numbers at the job site which shall include the Consultant, Owner's Representative, police, emergency squad, local hospital, Environmental Protection Agency, New York State Department of Labor, Occupational Safety and Health Administration, local Dept. of Health., and as applicable; the Fire Department and Department of Buildings.

PART 4 – PRODUCTS AND STANDARDS

- 4.1 Applicable standards that pertain to these specifications are not limited to documents promulgated by the following agencies are as follows:

| | |
|------|---------------------------------------|
| ANSI | American National Standards Institute |
| | 1430 Broadway |
| | New York, New York 10018 |
| | (212) 354-3300 |

| | |
|--------|---|
| ASHRAE | American Society for Heating, Refrigerating and Air Conditioning Engineers 1791 Tullie Circle NE Atlanta, Georgia 30329 (404) 636-8400 |
| ASTM | American Society for Testing and Materials 1916 Race Street Philadelphia, Pennsylvania 19103 (215) 299-5400 |
| CFR | Code of Federal Regulations Available from Government Printing Office Washington, District of Columbia 20402 |
| CGA | Compressed Gas Association 1235 Jefferson Davis Highway Arlington, Virginia 22202 (703) 979-0900 |
| CS | Commercial Standard of NBS (US Dept. of Commerce) Government Printing Office |
| USEPA | United States Environmental Protection Agency 401 Main Street SW Washington, District of Columbia 20460 (202) 382-3949 |
| FS | Federal Specification (General Services Administration) 7th and D Streets, SW Washington, District of Columbia 20406 (202) 472-2205 |
| NBS | National Bureau of Standards (US Department of Commerce) Gaithersburg, Maryland 20234 (301) 921-1000 |
| NEC | National Electrical Code (by NFPA) |
| NFPA | National Fire Protection Association Batterymarch Park Quincy, MA 02269 (617) 770-3000 |
| NYDOH | New York Department of Health |
| NYDEC | New York State Department of Environmental Conservation |
| NYSDOL | State of New York Department of Labor |
| NYCDEP | New York City Department of Environmental Protection |
| NYCDOB | New York City Department of Buildings |
| FDNY | New York City Fire Department |

OSHA Occupational Safety and Health Administration
(US Department of Labor) Government Printing Office Washington,
District of Columbia 20402

UL Underwriters Laboratories
333 Pfingsten Road
Northbrook, IL 60062
(312) 272-8800

4.2 Federal Regulations: Those which govern asbestos abatement work or hauling and disposal of asbestos waste materials include but are not limited to the following:

U.S. Department of Labor, Occupational Safety and Health Administration, (OSHA), including but not limited to:

Asbestos Regulations, Title 29, Part 1910, Section 1001 of the CFR

Respiratory Protection, Title 29, Part 1910, Section 134 of the Code of Federal Regulations

Construction Industry, Title 29, Part 1926, of the CFR.

Access to Employee Exposure & Medical Records, Title 29, Part 1910, Section 20 of the Code of Federal Regulations

Hazard Communication, Title 29, Part 1910, section 1200 of the Code of Federal Regulations

Specifications for Accident Prevention Signs and Tags, Title 29, Part 1910, Section 145 of the Code of Federal Regulations

U.S. Environmental Protection Agency (EPA) including but not limited to:

Asbestos Hazard Emergency Response Act, 40 CFR Part 763

Asbestos in Schools Hazard Abatement Reauthorization Act (ASHERA), 40 CFR Part 763

Worker Protection Rule, 40 CFR Part 763, Subpart G, CPTS 62044, FLR 2843-9,

Federal Register, Vol. 50, No. 134, 7/12/85, P28530-28540

Regulation for Asbestos, Title 40, Part 61, Subpart A of the Code of Federal Regulations

National Emission Standard for Asbestos, Title 40, Part 61, Subpart M (Revised Subpart B) of the Code of Federal Regulations

U.S. Department of Transportation (DOT) including but not limited to:

Hazardous Substances: Final Rule, Regulation 49 CFR, Part 171 and 172

State and Location Regulations:

Those which govern asbestos abatement work or hauling and disposal of asbestos waste materials include but are not limited to the following:

NYC Department of Sanitation (NYS DOS)

New York State Department of Environmental Conservation (DEC) Regulations regarding waste collection registration.

New York State Right-To-Know-Law

New York State DCA/Construction Codes

New York Dept. of Community Affairs, Construction Code.

4.3 Standards: Those which govern asbestos abatement work or hauling and disposal of asbestos waste materials include but are not limited to the following:

American National Standards Institute (ANSI)

Fundamentals Governing the Design and Operation of Local Exhaust Systems
Publication Z9.2-79

Practices for Respiratory Protection, Publication Z88.2-80

4.4 EPA Guidance Documents: Those that discuss asbestos abatement work, hauling and disposal of asbestos waste materials are listed below only for the Contractor's information. These documents do not describe the work and are not a part of the work of this contract.

Guidance for Controlling Asbestos-Containing Materials in Buildings (Purple Book) EPA560/5-85-024.

Asbestos Waste Management Guidance EPA 530-SW-85-007.

4.5 As used in or in connection with these specifications the following terms shall mean:

Abatement - Procedures to control fiber release from asbestos material. This includes removal, encapsulation and enclosure.

Aggressive sampling - A method of sampling in which the person collecting the air sample creates activity by the use of mechanical equipment during the sampling period to stir up settled dust and simulate activity in that area of the building.

AIHA - The American Industrial Hygiene Association, 475 Wolf Ledges Parkway, Akron, Ohio 44311.

Airlock - A system for permitting entrance and exit while restricting air movement between a containment area and an uncontaminated area. It consists of two curtained doorways separated by a distance of at least three feet such that one passes through one

doorway into the airlock, allowing the doorway sheeting to overlap and close off the opening before proceeding through the second doorway, thereby preventing flow-through contamination.

Air sampling - The process of measuring the fiber content of a known volume of air collected during a specific period of time.

Amended water - Water to which a surfactant has been added.

Approved asbestos safety program - A program approved by the Commissioner of Health providing training in the handling and use of asbestos and asbestos material, education concerning safety and health risks inherent in such handling and use and training in techniques for minimizing exposure of the public to asbestos fibers, which shall include but not be limited to the requirements set forth in the specifications.

Area air sampling - Any form of air sampling or monitoring where the sampling device is placed at some stationary location.

Asbestos - Any naturally occurring hydrated mineral silicate separable into commercially usable fibers, including chrysotile (serpentine), amosite (cummingtonite-gunerite), crocidolite, tremolite, anthophyllite and actinolite.

Asbestos contract - A written agreement contained in one or more documents for the performance of work on asbestos project and includes all labor, goods and service.

Asbestos handler - An individual that installs, removes, applies, encapsulates, or encloses asbestos or asbestos material or who disturbs friable asbestos.

Asbestos handling certificate - A certificate issued by the Commissioner of Labor of the State of New York or the Commissioner of the Department of Environmental Protection (in New York City) to a person who has satisfactorily completed an approved asbestos safety program.

Asbestos material - Any material containing one percent or more by weight of asbestos.

Asbestos project - Any form of work performed in connection with the alteration, renovation, modification demolition of a building or structure which will disturb more than 25 linear feet or ten square feet of friable asbestos material.

Asbestos Safety Technician (AST) - Designated to represent the Consultant at the job site during the removal program.

Asbestos waste material - Asbestos material or asbestos-contaminated objects requiring disposal.

Authorized visitor - The Building Owner, his or her representative or any representative of a regulatory or other agency having jurisdiction over the project.

Background level monitoring - A method used to determine airborne asbestos fiber concentrations inside and outside of a building or structure prior to starting an asbestos project.

Building Owner - The person in whom legal title to the premises is vested unless the

premises are held in land trust, in which instance Building Owner means the person in whom beneficial title is vested.

Clean room - An uncontaminated area or room that is a part of the personal decontamination enclosure with provisions for storage of persons' street clothes and protective equipment.

Cleanup - The utilization of HEPA vacuuming and/or wet cleaning to control and eliminate accumulations of asbestos material and asbestos waste material.

Clearance air monitoring - The employment of aggressive sampling techniques with a volume of air collected to determine the airborne concentration of residual fibers upon conclusion of an asbestos abatement project.

Commissioner - Commissioner of the New York State Department of Labor.

Contractor - A Company, non-incorporated association, firm, partnership or corporation and any owner or operator thereof, which engages in an asbestos project or employs persons engaged in an asbestos project.

Curtained doorway - A device that consists of at least three overlapping sheets of plastic over an existing or temporarily framed doorway. One sheet shall be secured at the top and left side, the second sheet at the top and right side, and the third sheet at the top and left side. All sheets shall have weights attached to the bottom to ensure that the sheets hang straight and maintain a seal over the doorway when not in use.

Decontamination enclosure system - A series of connected rooms, separated from the work area and from each other by air locks, for the decontamination of persons, materials, equipment, and authorized visitors.

Encapsulant (sealant) or encapsulating agent - A liquid material which can be applied to asbestos material and which prevents the release of asbestos fibers from the material either by creating a membrane over the surface (bridging encapsulant) or by penetrating into the material and binding its components together (penetrating encapsulant).

Enclosure - The construction of airtight walls, ceilings and floors between the asbestos material and the facility environment, or around surfaces coated with asbestos materials, or any other appropriate procedure as determined by the department that prevents the release of asbestos materials.

Environmental Consultant - Consultant hired by the Building Owner to provide abatement specifications.

Equipment room - A contaminated area or room that is part of the personal decontamination enclosure system with provisions for the storage of contaminated clothing and equipment.

Fixed object - A unit of equipment, furniture or other fixture in the work area which cannot be readily removed from the work area.

Flooring/Floor covering materials – all materials covering the slab or a floor of the building (i.e. mastics, glue, felts, flash patch, floor tiles, linoleum, etc.)

Friable Asbestos Material - Any ACM that can be crumbled, pulverized, or reduced to powder when dry, by hand or other mechanical pressure.

Friable material containment - The encapsulation or enclosure of any friable asbestos-containing material.

Glovebag technique - A method for removing asbestos material from heating, ventilating, and air conditioning (HVAC) ducts, piping runs, valves joints, elbows, and other non-planar surfaces in a non-contained work area. The glovebag assembly is a manufactured device consisting of a glovebag constructed of at least six mil transparent plastic, two inward-projecting long-sleeved gloves, which may contain an inward-projecting waterwand sleeve, an internal tool pouch, and an attached, labeled receptacle or portion for asbestos waste. The glovebag is constructed and installed in such a manner that it surrounds the object or area to be decontaminated and to contain all asbestos fibers released during the abatement process.

HEPA filter - A high efficiency particulate air filter capable of trapping and retaining 99.97 percent of asbestos fibers greater than 0.3 microns equivalent aerodynamic diameter.

HEPA vacuum equipment - Vacuuming equipment with a high-efficiency particulate air filtration system.

Holding area - A chamber in the waste decontamination enclosure located between the washroom and an adjacent uncontaminated area.

Homogeneous work area - A site within the abatement work area that contains one type of asbestos material and where one type of abatement is used.

Large asbestos project - An asbestos project involving the installation, removal, disturbance, enclosure, or encapsulation of 160 square feet or more of asbestos or asbestos material or 260 linear feet or more of asbestos or asbestos material.

Minor asbestos project - An asbestos project involving the installation, removal, disturbance, enclosure, or encapsulation of 10 square feet or less of asbestos or asbestos material, or 25 linear feet or less of asbestos or asbestos - material.

Movable object - A unit of equipment, furniture or fixture in the work area that can be readily removed from the work area.

Negative air pressure equipment - A local exhaust system equipped with HEPA filtration. The system shall be capable of creating and maintaining a negative pressure differential between the outside and the inside of the work area.

Non-asbestos material - Any material containing one percent or less by weight

Occupied area - Any frequented portion of the work site where abatement is not taking place.

Outside air - The air outside the building or structure.

Personal air monitoring - A method used to determine an individual's exposure to airborne fibers. The sample is collected outside the respirator in person's breathing zone.

Plasticize - To cover floors, walls, ceilings and other surfaces with plastic sheeting as herein specified.

Project - Any form of work performed in connection with the abatement of asbestos or alteration, renovation, modification or demolition of a building or structure that may disturb asbestos or asbestos material.

Project Designer – A person who holds a valid Project Designer Certificate issued by the New York State Department of Labor.

Project Monitor – A person who holds a valid Project Monitor Certificate issued by the New York State Department of Labor.

Removal - The stripping of any asbestos material.

Repair - Corrective action using required work practices to control fiber release from damaged areas.

Respiratory protection - Respiratory protection required of authorized visitors in accordance with the applicable laws.

Registered Design Professional – A person licensed and registered to practice the professions of architecture or engineering under the Education Law of the State of New York.

Third Party Air Monitoring Firm - Monitoring Firm hired by the Building Owner to provide project and air monitoring and analytical laboratory services.

Satisfactory clearance air monitoring results - For all post-abatement samples, airborne concentrations of asbestos fibers that are less than 0.01 fibers per cubic centimeter or background levels as indicated by this document.

Shower room - A room between the clean room and the equipment room in the personal decontamination enclosure with hot and cold running water controllable at the tap and arranged for complete showering during decontamination.

Small asbestos project - An asbestos project involving the installation, removal, disturbance, enclosure, or encapsulation of more than 10 and less than 160 square feet of asbestos or asbestos material of more than 25 and less than 260 linear feet of asbestos of asbestos material.

Staging area - The area near the waste transfer airlock where containerized asbestos waste has been placed prior to removal from the work area.

Surfactant - A chemical wetting agent added to water to improve its penetration.

Visible emissions - Any emissions of particulate material that can be seen without the aid of instruments.

Washroom - A room between the work area and the holding area in the waste decontamination enclosure system, where equipment and waste containers are wet cleaned and/or HEPA vacuumed.

Waste decontamination enclosure system - An area, consisting of a washroom and a holding area, designated for the controlled transfer of materials and equipment.

Wet cleaning - The process of eliminating asbestos contamination from surfaces, equipment or other objects by using cloths, mops, or other cleaning tools that have been dampened with amended water.

Work area - Shall mean designated rooms, spaces, or areas of the building or structure where asbestos abatement activities take place. For glovebag procedures, the work area shall also include the areas contiguous to where the procedure takes place.

Work Place Safety Plan – Documents prepared by a registered design professional and submitted for review by DEP in order to obtain an asbestos abatement permit. Such plan shall include, but not limited to, plans, sections, and details of the work area clearly showing the extent, sequence, and means and methods by which the work is to be performed.

Work site - Premises where asbestos abatement is taking place.

Work Surface - Substrate surface from which asbestos-containing material has been removed.

PART 5 - SPECIAL ON-SITE PROVISIONS

5.1 The Abatement Contractor shall provide, within 48-hours of award and at his own expense, all electrical, water, and waste connections, tie-ins, extensions, and construction materials, supplies, etc.

5.2 All connections must be approved in advance by the Building Owner and all work relative to the utilities must be in accordance with the applicable building codes.

5.3 SCAFFOLDING:

A. If required or necessary, the Abatement Contractor shall provide scaffolding, ladders and staging, etc. as necessary to accomplish the work of this contract. Scaffolding may be of suspension type or standing type such as metal or cantilever type. The type, erection and use of all scaffolding shall comply with all applicable OSHA provisions including height to width ratios.

5.4 FACILITIES:

A. All connections to the Building Owner's water system shall include reduced pressure backflow protection or double check and double gate valves.

B. Valves shall be temperature and pressure rated for operation of the temperatures and pressures encountered. After completion of use, connections and fittings shall be removed without damage or alteration to existing water piping and equipment. Leaking or dripping valves shall be piped to the nearest drain or located over an existing sink or grade where water will not damage existing finish or equipment.

- C. The Abatement Contractor shall use only heavy-duty abrasion resistant hoses with a pressure rating greater than the maximum pressure of the water distribution system to provide water into each work area and to each decontamination unit. All water must be shut off at the end of each work shift.

5.5 ELECTRICAL SUPPLY:

- A. The Abatement Contractor shall provide service to decontamination unit electrical sub-panel with minimum 60 amp, 2 pole circuit breaker or fused disconnect and ground-fault circuit interrupters (GFCI), reset button and pilot light, connected to the buildings main distribution panel.
- B. All electrically driven devices, motors and equipment shall be powered by this or a comparable GFCI circuit. It will be the Abatement Contractor's responsibility to ensure that this and all applicable electrical usage are in compliance with all Department of Buildings, UL, and NFPA guidelines.
- C. Sub-panel and disconnect shall be sized and equipped to accommodate all electrical equipment required for completion of the work. This electrical sub-panel shall be used for hot water heater, PAPR battery recharging, etc.
- D. The Abatement Contractor shall provide a UL rated 40-gallon electric hot water heater to supply hot water for the decontamination unit shower. Activate from 30-amp circuit breaker located within the decontamination unit electrical sub-panel. Provide with relief valve compatible with water heater operation; relief valve down to drip pan on floor with type L copper. Wiring of the hot water heater shall be in compliance with NEMA, NEC, and UL standards.
- E. The Abatement Contractor shall provide identification/warning signs at power outlets that are other than 110-120 volt power. Provide polarized outlets for plug-in type outlets, to prevent insertion of 110-120 plugs into higher voltage outlets. Dry transformers shall be provided where required to provide voltages necessary for work operations.
- F. Ground fault circuit interrupters (GFCI) at the power source must protect outlets or power supplies.
- G. The Abatement Contractor shall use only grounded extension cords; use "hard-service" cords where exposed to abrasion and traffic. Use single lengths or use waterproof connectors to connect separate lengths of electric cords, if single lengths will not reach areas of work.
- H. The Abatement Contractor shall provide general service incandescent lamps of wattage indicated or required for adequate illumination. Protect lamps with guard cages or tempered glass enclosures, where fixtures are exposed to breakage by construction operations. Provide exterior fixtures where fixtures are exposed to the weather or moisture.

5.6 WORKING CONDITIONS:

- A. The Abatement Contractor shall be responsible for maintaining acceptable working temperatures inside and immediately outside the work areas. The equipment shall have

been tested and labeled by UL, FM or another recognized trade association related to the fuel being used. The Abatement Contractor shall also provide a comfortable working environment for occupied areas that are impacted by the asbestos removal.

- B. The Abatement Contractor shall comply with recommendations of the NFPA 10 standard in regard to the use and application of fire extinguishers. Locate fire extinguishers where they are most convenient and effective for their intended purpose, but provide not less than one extinguisher in each work area, equipment room, clean room and outside the work area.

PART 6 - ASBESTOS ABATEMENT PROCEDURES

6.1 PERSONNEL DECONTAMINATION ENCLOSURE SYSTEM

- A. The personal decontamination enclosure shall be constructed prior to preparation of the work area (s). The personal decontamination enclosure system shall consist of a clean room, a shower room, and an equipment room, in series, separated from each other and from the work area by three airlocks.
- B. There shall be one (1) shower per six (6) full shift abatement persons calculated on the basis of the largest shift.
- C. The personal decontamination enclosure system shall be fully framed and covered with 3/8-inch thick (minimum) fire-retardant hard sheathing and shall be capable of withstanding extreme weather conditions.
- D. Personal decontamination enclosure systems constructed at the work site shall utilize at least six-mil fire retardant plastic sheeting. The enclosure shall be fully lined with at least two (2) layers of opaque six-mil fire retardant plastic sheeting shall be used for the flooring of this area. The floor of the enclosure shall be lined with at least two (2) layers of reinforced 6-mil plastic sheeting.
- E. All prefabricated or trailer decontamination units shall be completely decontaminated and sealed prior to separation and removal from the work area.
- F. The clean room shall be sized to accommodate all authorized persons. Benches, lockers and hooks shall be provided for street clothes. Shelves for storing respirators shall also be provided. Clean clothing, replacement filters for respirators, towels and other necessary items shall be provided.
- G. The clean room shall not be used for the storage of tools, equipment or materials. It shall not be used for office space. A lockable door shall be provided to permit access to the clean room from outside the work area or enclosure and shall be kept locked during off-shift hours.
- H. The shower room shall contain one or more showers. Each showerhead shall be supplied with hot and cold water adjustable at the tap. The shower enclosure shall be constructed to ensure against leakage of any kind. Uncontaminated soap, shampoo and towels shall be available at all times. Shower water shall be drained, collected and filtered through a system with at least 5.0-micron particle size collection efficiency.

- I. A system containing a series of several filters with progressively smaller pore sizes shall be used to avoid rapid clogging of the filtration system by large particles. Filtered wastewater shall be discharged in accordance with applicable codes and used filters disposed of as asbestos waste.
- J. The equipment room shall be used for the storage of equipment and tools after decontamination using a HEPA filtered vacuum and/or wet cleaning. A one-day supply of replacement filters, in sealed containers, for HEPA vacuums and negative pressure ventilation equipment, extra tools, containers of surfactant and other materials and equipment that may be required during the abatement Project may also be stored here.
- K. A walk-off pan filled with water and surfactant shall be located in the work area just outside the equipment room for persons to clean foot coverings when leaving the work area. A drum lined with a six-mil double plastic bag is required for collection of clothing shall be labeled and located in this room. Contaminated footwear and work clothes shall be stored in this area.

6.2 WASTE DECONTAMINATION ENCLOSURE

A. General Requirements:

A waste decontamination enclosure system shall consist of the following:

A washroom/cleanup room shall be constructed with an airlock doorway to the work area and another airlock doorway to the holding area.

The holding area shall be constructed with an airlock doorway to the washroom/cleanup room and another lockable door to the outside.

- B. The waste decontamination enclosure system shall be fully framed and covered with 3/8-inch thick (minimum) hard sheathing and shall be capable of withstanding extreme weather conditions.
- C. The waste washroom shall be equipped with a drain installed to collect water and deliver it to the shower drain where it shall be filtered as described under Section 1.9, Personnel Decontamination. Waste shall be transferred only during times when the showers are not in use.

6.3 DECONTAMINATION PROCEDURES

- A. The following procedures shall be followed throughout the asbestos abatement project until satisfactory clearance air monitoring results have been achieved:
 - 1. All persons shall enter and exit the work area through the personal decontamination enclosure system.
 - 2. All persons who enter the work area or an enclosure shall sign the entry/exit log, located in the clean room, upon every entry and exit.
 - 3. All persons, before entering the work area, or an enclosure shall read and be familiar with all posted regulations, personal protection requirements, including work area entry and exit procedures, and emergency procedures. The entry/exit log headings shall indicate, and the signatures shall be used to acknowledge, that these have been reviewed and understood by all persons prior to entry.

4. All persons shall proceed first to the clean room, remove all street clothing, store these items in clean areas/lockers and don coveralls, head covering, foot covering and gloves. All authorized visitors shall also don NIOSH approved respiratory protection. Authorized visitors entering the work area must wear clean respirators and protective clothing. Respirators shall be inspected prior to each use and tested for proper seal using quantitative or qualitative fit checks.
 5. Persons wearing designated personal protective equipment shall proceed from the clean room through the shower room to the equipment room, where the necessary tools are collected and any additional clothing shall be donned, before entry into the work area.
 6. Before leaving the work area, all persons shall remove gross contamination from the outside of respirators and protective clothing by brushing, wet cleaning, and/or HEPA vacuuming.
 7. Persons shall proceed to the equipment room where all coveralls, head covering, foot covering and gloves shall be removed. Disposable clothing shall be deposited into labeled containers for disposal. Reusable contaminated clothing, footwear, head gear and gloves shall be stored in the equipment room when not being used in the work area.
 8. Still wearing respirators, persons shall proceed to the shower area, clean the outside of the respirator and the exposed face area under running water prior to removal of the respirator, and then fully and vigorously shower and shampoo to remove residual asbestos contamination. Respirators shall be washed thoroughly with soap and water. Some types of respirators will require slight modification of these procedures. An airline respirator with
 9. HEPA filtered disconnect protection shall be disconnected in the equipment room and worn into the shower. A powered air-purifying respirator face piece shall be disconnected from the filter/power pack assembly prior to entering the shower.
 10. After showering and drying, all persons shall proceed to the clean room and don clean personal protective equipment if returning to the work area or street clothing if exiting the enclosure.
- B. The following procedures shall be followed throughout the asbestos abatement project until satisfactory clearance air monitoring results have been achieved:
1. 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. These work area persons shall not enter the airlock. These contaminated items shall be removed from the airlock by persons stationed in the washroom during waste removal operations.
 2. These washroom persons shall remove gross contamination from the exterior of their respirators and protective clothing by brushing, HEPA vacuuming and/or wet cleaning.
 3. Once in the waste decontamination enclosure system, external surfaces of

- contaminated containers and equipment will be cleaned a second time by wet cleaning.
4. The cleaned containers of asbestos material and equipment are to be dried of any excessive pooled or beaded liquid, placed in uncontaminated plastic bags or sheeting and sealed airtight.
 5. The clean re-containerized items shall be moved into the airlock that leads to the holding area. The washroom persons shall not enter this airlock or the work area until waste removal is finished for that period.
 6. Containers and equipment shall be moved from the airlock and into the holding area by persons dressed in clean personal protective equipment, who have entered from uncontaminated areas.
 7. The cleaned containers of asbestos material and equipment shall be placed in watertight 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.
 8. The exit from the decontamination enclosure system shall be secured to prevent unauthorized entry.
 9. Where the waste removal enclosure is part of the personal decontamination enclosure, waste removal shall not occur during shift changes or when otherwise occupied. Precautions shall be taken to prevent short-circuiting and cycling or air outward through the shower and clean room.

PART 7 – MATERIALS AND EQUIPMENT

- 7.1 Materials shall be stored off the ground, away from wet or damp surfaces and under protective cover to prevent damage or contamination. Supplies and materials shall be stored outside the work area during abatement.
- 7.2 Damaged/deteriorating materials shall not be used and must be removed from the premises.
- 7.3 Fire Retardant plastic sheeting of at least six-mil thickness in sizes and shapes to minimize the number of joints shall be employed for containment. Duct tape shall be capable of sealing joints of adjacent sheets of plastic, facilitating attachment of plastic sheets to finished or unfinished surfaces of dissimilar materials and adhering under both dry and wet conditions.
- 7.4 Any surfactant used shall be non-carcinogenic and not generally toxic in normal use. Aqua-gro by Aquatrols Corporation or Asbestite 1000 by Arpin Products or approved equal shall be used.
- 7.5 Water-tight fiber containers shall be provided to receive and retain any asbestos containing or contaminated material for storage until disposal. These fiber containers are to be utilized in the waste packaging of all abated materials, which are inappropriate for disposal in asbestos waste bags, i.e. sharp or edged wastes, excessively heavy debris, etc.

- 7.6 Plastic bags used for waste storage or disposal shall be at least six-mil in thickness.
- 7.7 All containers used for storage or disposal shall be marked with asbestos caution labels in large, bold letters on a contrasting background in confirmation with OSHA and US DOT regulations.
- 7.8 The labels shall contain the following information:

DANGER
CONTAINS ASBESTOS FIBERS
AVOID BREATHING DUST
CANCER AND LUNG DISEASE HAZARD
RQ HAZARDOUS SUBSTANCE
SOLID, NOS, ORM-E, NA9188
(ASBESTOS)

- 7.9 The Abatement Contractor shall make available to authorized visitors, ladders and/or scaffolds of sufficient dimension and quantity so that all work surfaces can be easily and safely reached. Scaffold joints and ends shall be sealed with tape to prevent incursion of asbestos. Scaffolds and ladders shall comply with all applicable codes.
- 7.10 The following procedures shall be followed while conducting lockdown encapsulation after removal of asbestos-containing materials to seal in non-visible residue:
- 7.11 Only encapsulants rated as acceptable or marginally acceptable on the basis of Battelle Columbus Laboratory test procedures and rating requirements developed under the 1978 USEPA contract shall be used for lockdown encapsulation. Latex paint with solids content greater than 15% shall be considered a lockdown sealant for coating all non-metallic surfaces. Acceptable materials are Chil-Abate CP-210, Childer Products Company; Serpiflex Shield, International Protective Coatings Corp.; or approved alternate.
- 7.12 Sealants considered for use in encapsulation shall first be tested to ensure that the sealant is adequate for its intended use. A section of the work surface shall be evaluated following this initial test application of the sealant to quantitatively determine the sealant effectiveness in terms of penetrating and locking down the asbestos fibers.
- 7.13 The American Society of Testing and Materials (ASTM) Committee E06.21.06E on Encapsulation of Building Materials has developed a guidance document to assist in the selection of an encapsulant.
- 7.14 Encapsulants shall be applied using airless spray equipment. Spraying is to occur at the lowest pressure range possible to minimize fiber release from encapsulant impact at the surface. It shall be applied with a consistent horizontal or vertical motion.
- 7.15 Encapsulation shall be utilized after first cleaning and prior to first sheeting removal - once the work area(s) has been rendered free of visible residues. It shall be employed as a surface sealant to any surfaces in the work area, which were not subject of removal or other remediation. It shall not be applied to any surfaces in the work area that was the subject of removal or other remediation activities prior to obtaining

satisfactory clearance air monitoring results.

PART 8 – PROJECT AIR MONITORING

- 8.1 The Third Party Air Monitoring Firm will designate a Project Monitor (PM) during the abatement work. The PM must be on the job site at all times during abatement work. Absolutely no abatement or preparation work will occur without the presence of the PM.
- 8.2 The PM will likely conduct five (5) milestone inspections:
- A. Pre-commencement inspection shall be conducted as follows:
 - B. Notification in writing to the Consultant shall be made by the Abatement Contractor to request a pre-commencement inspection at least 48 hours in advance of the desired date of inspection. This inspection shall be requested each time another work site is started.
 - C. The PM shall ensure that:
 - D. The job site is properly prepared and that all containment measures are in place.
 - E. All workers shall present to the inspector a valid work permit issued by the New York State Department of Labor and New York City Department of Environmental Protection (as applicable).
 - F. Measures for the disposal of removed asbestos material are in place and shall conform to the adopted standards;
 - G. The Abatement Contractor has a list of emergency telephone numbers at the job site which shall include the Environmental Consultant and Third Party Air Monitoring Firm employed by the Building Owner and telephone numbers for fire, police, emergency squad, local hospital and health officer.
 - H. If all is in order, the PM shall issue a written notice to proceed in the field. If the job site is not in order, then any needed corrective action must be taken before any work is to commence. Conditional approvals shall not be granted.
 - I. Progress inspection shall be conducted as follows:
 - J. Primary responsibility for ensuring that the abatement work progresses in accordance with these technical abatement document(s) rests with the PM. The PM shall continuously be present to observe the progress of work and perform required tests.
 - K. If the PM observes irregularities at any time, he shall direct such corrective action as may be necessary. If the Abatement Contractor fails to take the corrective action required, or if the Abatement Contractor or any of their employees habitually and/or excessively violate the requirements of any regulation, then the PM shall inform the Building Owner and General Contractor who shall issue a Stop Work Order to the Abatement Contractor and have the work site secured until all violations are abated.
- 8.3 Pre-sealant inspection:

- A. The pre-sealant inspection will be conducted by the PM before the sealant is applied. It is the Abatement Contractor's responsibility to request the pre-sealant inspection in writing 48 hours in advance. If the pre-sealant inspection is acceptable, the PM will indicate the approval in writing.
- B. The pre-sealant inspection will be conducted only in work areas where ACM's have been removed from substrates that are to be encapsulated.

8.4 Clean-up inspections shall be conducted as follows:

- A. Notice for clean-up inspection shall be requested by the Abatement Contractor at least 48 hours in advance of the desired date of inspection;
- B. The clean-up inspection shall be conducted prior to the removal of any isolation or critical barriers and before final air clearance monitoring;

8.5 The PM shall ensure that:

- A. The work site has been properly cleaned and is free of visible asbestos and asbestos-containing material and is consistent with pre-agreed "bench mark" area.
- B. All removed asbestos has been properly placed in a locked secure container outside of the work area.

8.6 If all is in order, the PM shall issue a written notice of authorization to remove surface barriers from the work area.

8.7 Final inspection shall be conducted as follows:

- A. Upon notice by the Building Owner or by the Abatement Contractor and at least 48 hours after the removal of the critical barriers, a final inspection shall be made to ensure the absence of any visible signs of asbestos or asbestos-containing materials.
- B. The PM shall ensure that all asbestos waste and asbestos-contaminated waste has been removed from the work site in a registered vehicle by a registered waste hauler.
- C. Sampling pumps shall have a minimum flow rate capacity of two (2) liters per minute and shall be pre-calibrated and post-calibrated each time they are used. The calibrations shall be recorded. All air samples shall be accompanied by a chain-of-custody record.
- D. Upon receipt of final air samples at the conclusion of each asbestos abatement project location, the Project Monitor is required to sign off that the work has been successfully completed.

8.8 ASBESTOS PROJECT AIR SAMPLING & ANALYSIS REQUIREMENTS

- A. Air sampling and analysis shall be conducted by the Third Party Air Monitoring Firm in accordance with the methods of abatement as prescribed by the Abatement Contractors methods of abatement and filing application/variance requests, but is to include following as a minimum:

- B. Pre-Abatement; During-Abatement and Post-Abatement area sampling for a Large Asbestos Project shall be performed as detailed by the method of abatement and/or all variance requests.

Phase Contrast Microscopy (PCM) analysis is a minimally acceptable method of analysis. PCM will be utilized during the removal phase of the project. Transmission Electron Microscopy (TEM) analysis shall be performed in accordance with 40 CFR Part 763, Subpart E, Appendix A – Section IV –

- C. Mandatory Interpretation of Transmission Electron Microscopy Results to Determine Completion of Response Actions, and will be utilized for background and final clearance data.
- D. Whichever methodology is selected must be used consistently for pre-abatement, abatement, and post-abatement monitoring.

8.9 PRE-ABATEMENT AIR SAMPLING:

- A. For pre-abatement monitoring, a minimum of five area samples shall be taken from within and at the barriers of each homogeneous work area.
- B. In addition to the five sample minimum requirement set forth above, one representative area sample for every 5,000 square feet above 25,000 square feet of floor space, shall be taken.

8.10 DURING ABATEMENT AIR SAMPLING:

- A. Once abatement activities have begun, the following schedule of samples shall be required, as a minimum, on a daily basis:
- B. Two area samples shall be taken outside the work area and the enclosures, but within the building or structure, in uncontaminated areas that are within ten feet of the isolation barriers. Where negative ventilation exhaust ducts run through uncontaminated areas, one of the area samples shall be taken in one of these areas. Where adjacent non-work areas do not exist, an additional exterior area sample, remote from that in item (b) below, shall be taken.
- C. Primary location selection shall be within 10 feet of isolation barriers. Where negative ventilation exhaust ducting runs through uncontaminated building areas, one of the area samples will be required in these areas to monitor any potential fiber release.
- D. One area sample shall be taken outside the work area, in uncontaminated areas that are within ten feet of and within the actual environment of the entrance/exit of each personnel decontamination and waste decontamination enclosure.
- E. One area sample shall be taken outside the building or structure.
One area sample shall be taken within five feet of each unobstructed, negative pressure ventilation equipment exhaust.
- F. Note: The size of the abatement project will determine the number of samples necessary.

8.11 POST ABATEMENT AIR SAMPLING:

- A. For post-abatement monitoring, a minimum of five area samples for each homogeneous work area shall be taken from within the work area, or as prescribed by the methods, filing and variance request(s) obtained to perform this work.
- B. Sampling shall not commence until at least four hours after the third wet cleaning has been completed and (2) no visible pools of liquid or condensation remain, as applicable.
- C. Air samplers shall be placed at random around the work area. If the work area contains the number of rooms equivalent to the number of required samples based on floor area, place a sampler in each room. When the number of room is greater than the required number of samples, a representative sample of room shall be selected.
- D. The following aggressive sampling techniques shall be used for all clearance air monitoring:
 - E. Before starting the sampling pumps, the exhaust of forced air equipment shall be directed against all walls, ceilings, floors, ledges and other surfaces in the rooms. This shall continue for at least five minutes per 1000 square feet of floor.
At least a 20-inch fan shall be placed in the center of each room. One fan per 10,000 cubic feet of room space shall be used. The fan shall be operated on slow speed and pointed toward the ceiling.
- F. The sampling pumps shall then be turned on. A minimum volume of eighteen hundred (1,250) liters of air shall be sampled.
- G. When sampling has been completed, the sampling pumps shall be turned off first, followed by the fan.
- H. During clearance air monitoring, the negative air filtration equipment shall be reduced to two air changes per hour.
- I. For clearance air monitoring, the samplers, placed outside the work area but within the building or structure, shall be so located as to avoid any air that might escape through the isolation barriers.
- J. Note: Minimum distances should be at least fifty feet from the entrance to the work area and twenty-five feet from the plastic barrier.

8.12 ANALYSIS AND RESULTS:

- A. The methodology chosen for sampling and analysis and the microscope type, make and model number shall be included in the results.
- B. Laboratory analyses of air samples shall be considered evidence of compliance with these specifications only if they conform to the following requirements:
 - 1. Analytical results for air samples collected and analyzed via PCM shall be posted

on site within 24 hours of collection.

2. Preparation and analysis of area samples by PCM shall be by NIOSH method 7400, using B Rules.
3. Preparation and analysis of samples by TEM shall be by the EPA Provisional
4. Methodology for the Measurement of Airborne Asbestos by Electron Microscopy.
5. PCM analysis results shall be reported as a fiber concentration (f/cc) for each sample.

C. TEM analysis results shall be reported as follows:

1. The level of analysis of each sample.
2. The fiber count in each category: chrysotile, amphibole group, ambiguous, non-asbestos and no identification.
3. Total Chrysotile and amphibole group fiber concentration (f/cc) and mass concentration ($\mu\text{g}/\text{cc}$ or appropriate units) for each sample.
4. Fiber concentration (f/cc) for all fibers of 0.25 microns to 3 microns diameter and 5.0 microns length or greater with an aspect ratio 5 to 1 or greater for each sample. This fraction may be used for comparison with PCM results.
5. Fiber concentration (f/cc) of chrysotile and amphibole group fibers of 0.25 microns to 3.0 microns diameter and 5.0 microns length or greater with an aspect ratio of 5 to 1 or greater for each sample (Assume the density of chrysotile is $2.6 \text{ g}/\text{cm}^3$ and the density of amphiboles is $3.0 \text{ g}/\text{cm}^3$).

D. Work shall stop for inspection, and the integrity of barriers shall be restored if air samples collected outside of the work area during abatement activities indicate airborne fiber concentrations greater than original background levels or greater than the 0.01 f/cc as determined by phase contrast microscopy, whichever is larger. Clean-up of surfaces outside of the work area using HEPA vacuums or wet cleaning techniques shall be done prior to resuming abatement activities.

E. When visible emissions outside the work area or any area air sample indicates a determinant level of fiber concentrations greater than the larger of baseline levels, or equal or greater than 0.01 f/cc, work shall stop for inspection, to remedy the levels.

F. For mass removal, the integrity of containment barriers, if disturbed, shall be restored. Clean-up of surfaces outside of the work area using HEPA vacuums or wet cleaning techniques shall be done prior to resuming activities. Additional air sampling shall be conducted outside the isolation barriers to determine the extent of contamination.

8.13 CLEARANCE CRITERIA:

A. The clearance criteria shall be applied to each homogenous work area independently.

- B. For PCM analysis the clearance air monitoring shall be considered satisfactory when every sample is less than or equal to 0.01 f/cc or less than the ambient concentration, whichever is larger.
- C. For TEM analysis, the clearance monitoring will be considered satisfactory when the average of the measured work area levels is statistically no larger than the average of the outdoor measured levels. TEM release criteria shall involve coefficient of variation evaluation as specified in "Measuring Airborne Asbestos Following an Abatement Action", USEPA document 600/4-85-049 (November 1985).
- D. Personnel Air (OSHA) monitoring shall be performed by the Abatement Contractor during each full shift during which abatement activities occur and in each containment area in order to accurately determine the concentrations of airborne asbestos to which workers may be exposed.
- E. A qualified air sampling professional shall conduct personnel air monitoring in accordance with the NIOSH Standard Method 7400 and CFR 1926.58 (OSHA), Appendix A.
- F. Results of personnel air sample analyses shall be posted on site within 24 hours of collection.
- G. The Abatement Contractor shall provide:
 - 1. sufficient electrical hook up for all equipment to be used by the Consultant
 - 2. sufficient linear footage of electrical wiring to reach each and every corner of the abatement area
 - 3. one stand by of each type of equipment to be utilized for the project

PART 9 - RESPIRATORY PROTECTION

- 9.1 Respiratory protection shall be worn by all individuals inside the work area from the initiation of the asbestos project until all areas have successfully passed clearance air monitoring in accordance with these specifications. The Abatement Contractor shall keep available at all times two PAPR's with new filters and charged batteries for use by authorized visitors.
- 9.2 All respiratory protection shall be MSHA/NIOSH approved in accordance with the provisions of 30 CFR Part II. All respiratory protection shall be provided by the Abatement Contractor, and used by workers in conjunction with the written respiratory protection program.
- 9.3 The Abatement Contractor shall provide respirators selected by an Industrial Hygienist that meets the following requirements:
 - A. Full face-piece Type C supplied-air respirators operated in pressure demand mode equipped with an auxiliary positive pressure self-contained breathing apparatus shall be worn during gross removal, demolition renovation and/or other disturbance of ACM whenever airborne fiber concentrations inside the work area are equal to or greater than 10.0 f/cc.

- B. Full face-piece Type C supplied-air respirators operated in pressure demand mode with HEPA filter disconnect protection shall be worn during gross removal, demolition, renovation and/or whenever airborne fiber concentrations inside the work area are equal to or greater than 2.0 f/cc and less than 10.0 f/cc.
- C. Full face-piece powered air-purifying respirators (PAPR) equipped with HEPA filters shall be worn during the removal, encapsulation, enclosure, repair and/or other disturbance of friable ACM whenever airborne fiber concentrations inside the work area are less than 0.5 f/cc.
- D. A supply of charged replacement batteries, HEPA filters and flow test meter shall be available in the clean room for use with powered air-purifying respirators. HEPA filters shall be changed daily or as flow testing indicates change is necessary. Any Type C supplied-air respirator operated in continuous flow may be substituted for a PAPR.
- E. Half-mask or full face air-purifying respirators with HEPA filters shall be worn only during the preparation of the work area, non-friable abatement activities, performance of repairs (e.g. using glovebag techniques) and final clean up procedures provided airborne fiber concentrations inside the work area are less than 0.1 f/cc. Use of single use dust respirators is prohibited for the above respiratory protection.
- F. Where not in violation of NIOSH and OSHA requirements and where more stringent than the requirements of C above, the Abatement Contractor shall provide the following minimum respiratory protection to the maximum use concentrations indicated:

| MSHA/NIOSH Approved Respirator Protection | Maximum Use Concentrations |
|---|-------------------------------|
| Half Mask Air-Purifying With HEPA Filters | 0.1 f/cc |
| Full Face-piece Air Purifying, HEPA Filters and Quantitative Fit Test | 0.5 f/cc |
| Powered Air Purifying (PAPR), Loose fitting Helmet or Hood, HEPA Filter | 0.25 f/cc |
| Powered Air Purifying (PAPR), Full Face-piece, HEPA Filter. | 0.5 f/cc |
| Supplied Air, Continuous Flow Loose fitting Helmet or Hood | 0.25 f/cc |
| Supplied Air, Continuous Flow, Full Face-piece, HEPA Filter | 0.5 f/cc |
| Full Face-piece Supplied-Air, Pressure Demand, HEPA Filter | 10 f/cc |
| Full Face-piece Supplied-Air, Pressure Demand, w/Aux. SCBA, | >10 f/cc |

Pressure Demand or Cont. Flow

Workers shall be provided with personally issued and individually marked respirators. Respirators shall not be marked with any equipment that will alter the fit of the respirator in any way. Only waterproof identification markers shall be used.

- G. The Abatement Contractor shall ensure that the workers are qualitatively or quantitatively fit tested by an Industrial Hygienist initially and every six months thereafter with the type of respirator he/she will be using.
- H. Whenever the respirator design permits, workers shall perform the positive and negative air pressure fit test each time a respirator is worn. Powered air-purifying respirators shall be tested for adequate flow as specified by the manufacturer.
- I. No facial hairs (beards) shall be worn when wearing respiratory protection that requires a mask-to-face seal.
- J. Contact lenses shall not be worn in conjunction with respiratory protection on asbestos projects. If a worker wears glasses, a spectacle kit to fit their respirator shall be provided by the Abatement Contractor at the Contractor's expense.
- K. Respiratory Protection maintenance and decontamination procedures shall meet the following requirement:
 - 1. Respiratory protection shall be inspected and decontaminated on a daily basis in accordance with OSHA 29 CFR 1910.134(b);
 - 2. HEPA filters for negative pressure respirators shall be changed after each shower;
 - 3. Respiratory protection shall be the last piece of worker protection equipment to be removed. Workers must wear respirators in the shower when going through decontamination procedures;
 - 4. Airline respirators with HEPA filtered disconnect shall be disconnected in the equipment room and worn into the shower. Powered air-purifying respirator face-pieces shall be worn into the shower. Filtered/power pack assemblies shall be decontaminated in accordance with manufacturer's recommendations;
 - 5. Respirators shall be stored in a dry place and in such a manner that the face-piece and exhalation valves are not distorted and;
 - 6. Organic solvents shall not be used for washing of respirators.
 - 7. No visitors shall be allowed to enter the contaminated area if they do not have their medical certification and their own respirator and training certificate. Authorized visitors shall be provided with suitable respirators and instructions on the proper use of respirators whenever entering the work area. Qualitative fit test shall be done to ensure proper fit of respirator.

PART 10 - WASTE DISPOSAL

10.1 GENERAL REQUIREMENTS:

All asbestos waste shall be stored, transported and disposed of as per, but not limited to, the following Regulations:

NYS DOS
NYS DOL

NYS DEC

EPA NESHAPS 40 CFR 61

USEPA ASBESTOS WASTE MANAGEMENT
GUIDANCE EPA/530-SW-85-007

10.2 TRANSPORTER AND DISPOSAL SITE:

- A. The Environmental Consultant shall approve the Abatement Contractor's Transporter (hauler) and disposal site.
- B. The Abatement Contractor shall give 24-hour notification prior to removing any waste from the site. Waste shall be removed from site only during normal working hours. No waste may be taken from the site without authorization from the Environmental Consultant.
- C. The Abatement Contractor shall have the transporting company give the date and time of arrival at the disposal site. Upon arrival at the removal site, the Transport company must possess and present to the Environmental Consultant a valid State Department of Environmental Conservation asbestos hauling permit. The Environmental Consultant may verify the authenticity of the hauling permit.
- D. The waste transport company, with the Abatement Contractor and the Environmental Consultant, shall inspect all material in the transport container prior to taking possession and signing the Asbestos Waste Manifest.
- E. The Waste Transporter shall not have any off-site transfers of the waste or allow the waste to be combined or transported with any other off-site asbestos material. The Transporter must travel directly to the disposal site with no unauthorized stops.

10.3 WASTE STORAGE CONTAINER:

- A. All waste containers shall be fully enclosed and lockable (i.e. enclosed Dumpster, 40' Trailer, etc.).
- B. NO OPEN CONTAINERS WILL BE ALLOWED (i.e. open Dumpster with canvas cover, etc.).
- C. The containers shall be lined with six-mil polyethylene sheeting and sealed with a minimum of one (1) layer of six-mil polyethylene on the sides and two (2) layers of six-mil polyethylene sheeting on the floor. The container shall be labeled with EPA Danger signage:

DANGER
CONTAINS ASBESTOS FIBERS
AVOID CREATING DUST
CANCER AND LUNG DISEASE HAZARD

- D. The NYS DEC waste transporter's permit number shall be on both sides and back of the container.
- E. The container will not be permitted to leave the site without the proper signage.
- F. Once the container(s) are loaded at the site, the door(s) will be locked and the door(s) locked. The seals shall be removed at the disposal site by the Owner or operator of the disposal facility and returned by the disposal facility directly to the Environmental Consultant with the completed waste manifest.
- G. The Owner may initiate random checks at the disposal site to insure that the procedures outlined herein are complied with.

10.4 WASTE DISPOSAL MANIFEST:

- A. The Asbestos Waste Manifest shall be provided to the Building Owner and is the only manifest to be utilized.
- B. The Waste Manifest shall be completed by the Abatement Contractor and verified by the Environmental Consultant that all the information is accurate and the proper signatures are in place. The Waste Manifest shall have the signatures of the Environmental Consultant, the Abatement Contractor and the Transporter prior to any waste being removed from the site. A copy of the completed Waste Manifest shall be retained by the Environmental Consultant and remain on site for inspection.
- C. Upon arrival at the Disposal Facility, the Waste Manifest shall be signed by the Disposal Facility owner or operator to certify receipt of asbestos containing materials covered by the manifest. The Disposal Facility owner or operator shall return the Waste Manifest, dump ticket/invoice and the container seals to the Environmental Consultant.
- D. Copies of the completed Manifest are to be sent by Disposal Facility owner or operator to the Building Owner and the Abatement Contractor.

E. COMPLIANCE:

The Environmental Consultant shall decide as to the meaning and applicability of any part of the technical abatement document(s) and its decision shall be binding and final unless overruled by the Building Owner in writing prior to any deviation from the Environmental Consultant's instruction.

Failure to adhere to these procedures shall constitute a material breach of the Contract and the Building Owner shall have the right to and may terminate the Contract provided, however, the failure of the Building Owner to so terminate shall not relieve the Contractor from future compliance.

END OF DOCUMENT

End of Section

SECTION 033000 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes cast-in-place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Design Mixtures: For each concrete mixture.
- C. Steel Reinforcement Shop Drawings: Placing Drawings that detail fabrication, bending, and placement.

1.3 INFORMATIONAL SUBMITTALS

- A. Material certificates.
- B. Material test reports.
- C. Floor surface flatness and levelness measurements indicating compliance with specified tolerances.

1.4 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
 - 1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."
- B. Testing Agency Qualifications: An independent agency, acceptable to authorities having jurisdiction, qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.

1.5 PRECONSTRUCTION TESTING – Not Used

1.6 FIELD CONDITIONS

- A. Cold-Weather Placement: Comply with ACI 306.1.

1. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.
- B. Hot-Weather Placement: Comply with ACI 301 (ACI 301M).

PART 2 - PRODUCTS

2.1 CONCRETE, GENERAL

- A. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:
1. ACI 301 (ACI 301M).

2.2 FORM-FACING MATERIALS

- A. Smooth-Formed Finished Concrete: Form-facing panels that provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.
- B. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.

2.3 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 (Grade 420), deformed.
- B. Epoxy-Coated Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed bars, ASTM A 775/A 775M, epoxy coated, with less than 2 percent damaged coating in each 12-inch (300-mm) bar length.
- C. Plain-Steel Welded-Wire Reinforcement: ASTM A 1064/A 1064M, plain, fabricated from as-drawn steel wire into flat sheets.
- D. Deformed-Steel Welded-Wire Reinforcement: ASTM A 1064/A 1064M, flat sheet.
- E. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded-wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice."

2.4 CONCRETE MATERIALS

- A. Cementitious Materials:
1. Portland Cement: ASTM C 150/C 150M, Type I, gray.
- B. Normal-Weight Aggregates: ASTM C 33/C 33M, graded.

1. Maximum Coarse-Aggregate Size: 1 inch (25 mm) nominal.
 2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
- C. Chemical Admixtures: Certified by manufacturer to be compatible with other admixtures and that do not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.
1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
 2. Retarding Admixture: ASTM C 494/C 494M, Type B.
 3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
 4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
 5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
 6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.
- D. Water: ASTM C 94/C 94M and potable.

2.5 FIBER REINFORCEMENT – Not Used

2.6 WATERSTOPS

- A. Flexible Rubber Waterstops: CE CRD-C 513, with factory-installed metal eyelets, for embedding in concrete to prevent passage of fluids through joints. Factory fabricate corners, intersections, and directional changes.

2.7 RETARDERS

- A. Sheet Vapor Retarder: ASTM E 1745, Class A. Include manufacturer's recommended adhesive or pressure-sensitive tape.

2.8 CURING MATERIALS

- A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.
- B. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- C. Water: Potable.
- D. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating.

2.9 RELATED MATERIALS

- A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber.

2.10 CONCRETE MIXTURES, GENERAL

- A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301 (ACI 301M).
- B. Admixtures: Use admixtures according to manufacturer's written instructions.
 - 1. Use admixture in concrete, as required, for placement and workability.

2.11 CONCRETE MIXTURES FOR BUILDING ELEMENTS

- A. Normal-Weight Concrete:
 - 1. Minimum Compressive Strength: 5000 psi (34.5 MPa).
 - 2. Maximum W/C Ratio: 0.45.
 - 3. Slump Limit: 4 inches (100 mm)

2.12 FABRICATING REINFORCEMENT

- A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

2.13 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M and ASTM C 1116/C 1116M, and furnish batch ticket information.
 - 1. When air temperature is between 85 and 90 deg F (30 and 32 deg C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.1 FORMWORK INSTALLATION

- A. Design, erect, shore, brace, and maintain formwork, according to ACI 301 (ACI 301M), to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.
- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117 (ACI 117M).
- C. Chamfer exterior corners and edges of permanently exposed concrete.

3.2 EMBEDDED ITEM INSTALLATION

- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.

3.3 VAPOR-RETARDER INSTALLATION

- A. Sheet Vapor Retarders: Place, protect, and repair sheet vapor retarder according to ASTM E 1643 and manufacturer's written instructions.
 - 1. Lap joints 6 inches (150 mm) and seal with manufacturer's recommended tape.

3.4 STEEL REINFORCEMENT INSTALLATION

- A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
 - 1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.

3.5 JOINTS

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.

3.6 WATERSTOP INSTALLATION

- A. Waterstops: Install in construction joints and at other locations indicated, according to manufacturer's written instructions.

3.7 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections are completed.
- B. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete is placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.
 - 1. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301 (ACI 301M).

3.8 FINISHING FORMED SURFACES

- A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defects repaired and patched. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
 - 1. Apply to concrete surfaces not exposed to public view.
- B. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defects. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
 - 1. Apply to concrete surfaces exposed to public view.
- C. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

3.9 FINISHING FLOORS AND SLABS

- A. General: Comply with ACI 302.1R recommendations for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
- B. Float Finish: Consolidate surface with power-driven floats or by hand floating if area is small or inaccessible to power-driven floats. Restraighten, cut down high spots, and fill low spots. Repeat float passes and restraightening until surface is left with a uniform, smooth, granular texture.
 - 1. Apply float finish to surfaces to receive trowel finish.

3.10 CONCRETE PROTECTING AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 301 (ACI 301M) for hot-weather protection during curing.
- B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h (1 kg/sq. m x h) before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- C. Formed Surfaces: Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces. If forms remain during curing period, moist cure after loosening forms. If removing forms before end of curing period, continue curing for remainder of curing period.
- D. Cure concrete according to ACI 308.1, by one or a combination of the following methods:
 - 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days.

2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches (300 mm), and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period, using cover material and waterproof tape.
3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.
 - a. Removal: After curing period has elapsed, remove curing compound without damaging concrete surfaces by method recommended by curing compound manufacturer.
4. Curing and Sealing Compound: Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Repeat process 24 hours later and apply a second coat. Maintain continuity of coating and repair damage during curing period.

3.11 CONCRETE SURFACE REPAIRS

- A. Defective Concrete: Repair and patch defective areas when approved by Architect. Remove and replace concrete that cannot be repaired and patched to Architect's approval.

3.12 FIELD QUALITY CONTROL

- A. Special Inspections: Owner will engage a special inspector and qualified testing and inspecting agency to perform field tests and inspections and prepare test reports.

END OF SECTION 033000

SECTION 042200 - CONCRETE UNIT MASONRY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Solid and Hollow load bearing Concrete masonry units at new window openings.
2. Hollow non-loading bearing concrete masonry partitions
3. Steel reinforcing bars.

1.2 DEFINITIONS

- A. CMU(s): Concrete masonry unit(s).
- B. Reinforced Masonry: Masonry containing reinforcing steel in grouted cells.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: For reinforcing steel. Detail bending, lap lengths, and placement of unit masonry reinforcing bars. Comply with ACI 315.

1.4 INFORMATIONAL SUBMITTALS

- A. Material Certificates: For each type and size of the following:
 1. Masonry units.
 - a. For masonry units include data on material properties.
- B. Mix Designs: For each type of mortar and grout. Include description of type and proportions of ingredients.
 1. Include test reports for mortar mixes required to comply with property specification. Test according to ASTM C 109/C 109M for compressive strength, ASTM C 1506 for water retention, and ASTM C 91/C 91M for air content.
 2. Include test reports, according to ASTM C 1019, for grout mixes required to comply with compressive strength requirement.

PART 2 - PRODUCTS

2.1 UNIT MASONRY, GENERAL

- A. Masonry Standard: Comply with TMS 602/ACI 530.1/ASCE 6 except as modified by requirements in the Contract Documents.
- B. Defective Units: Referenced masonry unit standards may allow a certain percentage of units to contain chips, cracks, or other defects exceeding limits stated. Do not use units where such defects are exposed in the completed Work.

2.2 CONCRETE MASONRY UNITS

- A. Shapes: Provide shapes indicated and as follows, with exposed surfaces matching exposed faces of adjacent units unless otherwise indicated.
 - 1. Provide special shapes for lintels, jambs, and other special conditions.
- B. Integral Water Repellent: Provide units made with integral water repellent.
- C. CMUs: ASTM C 90.
 - 1. Unit Compressive Strength: Provide units with minimum average net-area compressive strength of 2800 psi (19.3 MPa).
 - 2. Density Classification: Normal weight. Insert other forms of block (e.g., sound absorbing or preinsulated) where required.

2.3 MORTAR AND GROUT MATERIALS

- A. Portland Cement: ASTM C 150/C 150M, Type I or II, except Type III may be used for cold-weather construction. Provide natural color or white cement as required to produce mortar color indicated.
- B. Hydrated Lime: ASTM C 207, Type S.
- C. Portland Cement-Lime Mix: Packaged blend of portland cement and hydrated lime containing no other ingredients.
- D. Masonry Cement: ASTM C 91/C 91M.
- E. Aggregate for Mortar: ASTM C 144.
 - 1. White-Mortar Aggregates: Natural white sand or crushed white stone.
- F. Aggregate for Grout: ASTM C 404.
- G. Cold-Weather Admixture: Nonchloride, noncorrosive, accelerating admixture complying with ASTM C 494/C 494M, Type C, and recommended by manufacturer for use in masonry mortar of composition indicated.

- H. Water-Repellent Admixture: Liquid water-repellent mortar admixture intended for use with CMUs containing integral water repellent from same manufacturer.
- I. Water: Potable.

2.4 REINFORCEMENT

- A. Uncoated Steel Reinforcing Bars: ASTM A 615/A 615M or ASTM A 996/A 996M, Grade 60 (Grade 420).
- B. Reinforcing Bar Positioners: Wire units designed to fit into mortar bed joints spanning masonry unit cells and to hold reinforcing bars in center of cells. Units are formed from 0.148-inch (3.77-mm) steel wire, hot-dip galvanized after fabrication. Provide units designed for number of bars indicated.
- C. Masonry-Joint Reinforcement, General: Ladder type complying with ASTM A 951/A 951M.
 - 1. Exterior Walls: Hot-dip galvanized carbon steel.
 - 2. Wire Size for Side Rods: 0.148-inch (3.77-mm) diameter.
 - 3. Wire Size for Cross Rods: 0.148-inch (3.77-mm) diameter.
 - 4. Spacing of Cross Rods: Not more than 16 inches (407 mm) o.c.

2.5 TIES AND ANCHORS

- A. General: Ties and anchors shall extend at least 1-1/2 inches (38 mm) into masonry but with at least a 5/8-inch (16-mm) cover on outside face.

2.6 EMBEDDED FLASHING MATERIALS

- A. Metal Flashing: Provide metal flashing complying with Section 076200 "Sheet Metal Flashing and Trim" and as follows:
 - 1. Fabricate metal drip edges from stainless steel. Extend at least 3 inches (76 mm) into wall and 1/2 inch (13 mm) out from wall, with outer edge bent down 30 degrees.
 - 2. Fabricate metal sealant stops from stainless steel. Extend at least 3 inches (76 mm) into wall and out to exterior face of wall. At exterior face of wall, bend metal back on itself for 3/4 inch (19 mm) and down into joint 1/4 inch (6 mm) to form a stop for retaining sealant backer rod.
- B. Flexible Flashing: Use the following unless otherwise indicated:
 - 1. Copper-Laminated Flashing: 5-oz./sq. ft. (1.5-kg/sq. m) copper sheet bonded between two layers of glass-fiber cloth. Use only where flashing is fully concealed in masonry.
- C. Single-Wythe CMU Flashing System: System of CMU cell flashing pans and interlocking CMU web covers made from UV-resistant, high-density polyethylene. Cell flashing pans have integral weep spouts designed to be built into mortar bed joints and that extend into the cell to prevent clogging with mortar.

- D. Solder and Sealants for Sheet Metal Flashings: As specified in Section 076200 "Sheet Metal Flashing and Trim."
- E. Adhesives, Primers, and Seam Tapes for Flashings: Flashing manufacturer's standard products or products recommended by flashing manufacturer for bonding flashing sheets to each other and to substrates.

2.7 MORTAR AND GROUT MIXES

- A. General: Do not use admixtures, including pigments, air-entraining agents, accelerators, retarders, water-repellent agents, antifreeze compounds, or other admixtures unless otherwise indicated.
 - 1. Do not use calcium chloride in mortar or grout.
 - 2. Use mortar cement mortar unless otherwise indicated.
- B. Preblended, Dry Mortar Mix: Furnish dry mortar ingredients in form of a preblended mix. Measure quantities by weight to ensure accurate proportions, and thoroughly blend ingredients before delivering to Project site.
- C. Mortar for Unit Masonry: Comply with ASTM C 270, Proportion Specification. Provide the following types of mortar for applications stated unless another type is indicated or needed to provide required compressive strength of masonry.
 - 1. For reinforced masonry, use Type N.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Use full-size units without cutting if possible. If cutting is required to provide a continuous pattern or to fit adjoining construction, cut units with motor-driven saws; provide clean, sharp, unchipped edges. Allow units to dry before laying unless wetting of units is specified. Install cut units with cut surfaces and, where possible, cut edges concealed.

3.2 TOLERANCES

- A. Dimensions and Locations of Elements:
 - 1. For dimensions in cross section or elevation, do not vary by more than plus 1/2 inch (12 mm) or minus 1/4 inch (6 mm).
 - 2. For location of elements in plan, do not vary from that indicated by more than plus or minus 1/2 inch (12 mm).
 - 3. For location of elements in elevation, do not vary from that indicated by more than plus or minus 1/4 inch (6 mm) in a story height or 1/2 inch (12 mm) total.
- B. Lines and Levels:

1. For bed joints and top surfaces of bearing walls, do not vary from level by more than 1/4 inch in 10 feet (6 mm in 3 m), or 1/2-inch (12-mm) maximum.
2. For conspicuous horizontal lines, such as lintels, sills, parapets, and reveals, do not vary from level by more than 1/8 inch in 10 feet (3 mm in 3 m), 1/4 inch in 20 feet (6 mm in 6 m), or 1/2-inch (12-mm) maximum.
3. For vertical lines and surfaces do not vary from plumb by more than 1/4 inch in 10 feet (6 mm in 3 m), 3/8 inch in 20 feet (9 mm in 6 m), or 1/2-inch (12-mm) maximum.
4. For conspicuous vertical lines, such as external corners, door jambs, reveals, and expansion and control joints, do not vary from plumb by more than 1/8 inch in 10 feet (3 mm in 3 m), 1/4 inch in 20 feet (6 mm in 6 m), or 1/2-inch (12-mm) maximum.
5. For lines and surfaces, do not vary from straight by more than 1/4 inch in 10 feet (6 mm in 3 m), 3/8 inch in 20 feet (9 mm in 6 m), or 1/2-inch (12-mm) maximum.

C. Joints:

1. For bed joints, do not vary from thickness indicated by more than plus or minus 1/8 inch (3 mm), with a maximum thickness limited to 1/2 inch (12 mm).
2. For head and collar joints, do not vary from thickness indicated by more than plus 3/8 inch (9 mm) or minus 1/4 inch (6 mm).
3. For exposed head joints, do not vary from thickness indicated by more than plus or minus 1/8 inch (3 mm).

3.3 LAYING MASONRY WALLS

- A. Lay out walls in advance for accurate spacing of surface bond patterns with uniform joint thicknesses and for accurate location of openings, movement-type joints, returns, and offsets. Avoid using less-than-half-size units, particularly at corners, jambs, and, where possible, at other locations.
- B. Bond Pattern for Exposed Masonry: Unless otherwise indicated, lay exposed masonry in running bond; do not use units with less-than-nominal 4-inch (100-mm) horizontal face dimensions at corners or jambs.
- C. Built-in Work: As construction progresses, build in items specified in this and other Sections. Fill in solidly with masonry around built-in items.
- D. Fill space between steel frames and masonry solidly with mortar unless otherwise indicated.
- E. Where built-in items are to be embedded in cores of hollow masonry units, place a layer of metal lath, wire mesh, or plastic mesh in the joint below, and rod mortar or grout into core.
- F. Fill cores in hollow CMUs with grout 24 inches (600 mm) under bearing plates, beams, lintels, posts, and similar items unless otherwise indicated.

3.4 MORTAR BEDDING AND JOINTING

- A. Lay hollow CMUs as follows:
 1. Bed face shells in mortar and make head joints of depth equal to bed joints.

2. Bed webs in mortar in all courses of piers, columns, and pilasters.
 3. Bed webs in mortar in grouted masonry, including starting course on footings.
 4. Fully bed entire units, including areas under cells, at starting course on footings where cells are not grouted.
- B. Lay solid CMUs with completely filled bed and head joints; butter ends with sufficient mortar to fill head joints and shove into place. Do not deeply furrow bed joints or slush head joints.
- C. Set cast-stone trim units in full bed of mortar with full vertical joints. Fill dowel, anchor, and similar holes.
1. Clean soiled surfaces with fiber brush and soap powder and rinse thoroughly with clear water.
 2. Wet joint surfaces thoroughly before applying mortar.
 3. Rake out mortar joints for pointing with sealant.
- D. Rake out mortar joints at pre-faced CMUs to a uniform depth of 1/4 inch (6 mm) and point with epoxy mortar to comply with epoxy-mortar manufacturer's written instructions.
- E. Tool exposed joints slightly concave when thumbprint hard, using a jointer larger than joint thickness unless otherwise indicated.
- F. Cut joints flush for masonry walls to receive plaster or other direct-applied finishes (other than paint) unless otherwise indicated.
- G. Cut joints flush where indicated to receive waterproofing unless otherwise indicated.

3.5 FLASHING

- A. General: Install embedded flashing at ledges and other obstructions to downward flow of water in wall where indicated.
- B. Install flashing as follows unless otherwise indicated:
1. Prepare masonry surfaces so they are smooth and free from projections that could puncture flashing. Where flashing is within mortar joint, place through-wall flashing on sloping bed of mortar and cover with mortar. Before covering with mortar, seal penetrations in flashing with adhesive, sealant, or tape, as recommended by flashing manufacturer.
 2. At lintels, extend flashing a minimum of 6 inches (150 mm) into masonry at each end. At heads and sills, extend flashing 6 inches (150 mm) at ends and turn up not less than 2 inches (50 mm) to form end dams.
 3. Interlock end joints of ribbed sheet metal flashing by overlapping ribs not less than 1-1/2 inches (38 mm) or as recommended by flashing manufacturer, and seal lap with elastomeric sealant complying with requirements in Section 079200 "Joint Sealants" for application indicated.
- C. Install single-wythe CMU flashing system in bed joints of CMU walls where indicated to comply with manufacturer's written instructions. Install CMU cell pans with upturned edges located below face shells and webs of CMUs above and with weep spouts aligned with face of wall.

Install CMU web covers so that they cover upturned edges of CMU cell pans at CMU webs and extend from face shell to face shell.

3.6 REPAIRING, POINTING, AND CLEANING

- A. In-Progress Cleaning: Clean unit masonry as work progresses by dry brushing to remove mortar fins and smears before tooling joints.
- B. Final Cleaning: After mortar is thoroughly set and cured, clean exposed masonry as follows:
 - 1. Test cleaning methods on sample wall panel; leave one-half of panel uncleaned for comparison purposes. Obtain Architect's approval of sample cleaning before proceeding with cleaning of masonry.
 - 2. Clean concrete masonry by applicable cleaning methods indicated in NCMA TEK 8-4A.

END OF SECTION 042200

SECTION 051200 - STRUCTURAL STEEL FRAMING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Structural steel.
2. Grout.

1.2 DEFINITIONS

- A. Structural Steel: Elements of the structural frame indicated on Drawings and as described in AISC 303, "Code of Standard Practice for Steel Buildings and Bridges."

1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: Show fabrication of structural-steel components.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer fabricator.
- B. Welding certificates.
- C. Mill test reports for structural steel, including chemical and physical properties.
- D. Source quality-control reports.
- E. Field quality-control and special inspection reports.

1.6 QUALITY ASSURANCE

- A. Fabricator Qualifications: A qualified fabricator that participates in the AISC Quality Certification Program and is designated an AISC-Certified Plant, Category STD, or is accredited by the IAS Fabricator Inspection Program for Structural Steel (AC 172).

- B. Installer Qualifications: A qualified installer who participates in the AISC Quality Certification Program and is designated an AISC-Certified Erector, Category ACSE.
- C. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."
- D. Comply with applicable provisions of the following specifications and documents:
 - 1. AISC 303.
 - 2. AISC 360.
 - 3. RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Connections: Provide details of simple shear connections required by the Contract Documents to be selected or completed by structural-steel fabricator to withstand loads indicated and comply with other information and restrictions indicated.
 - 1. Select and complete connections using schematic details indicated and AISC 360.

2.2 STRUCTURAL-STEEL MATERIALS

- A. W-Shapes: ASTM A 992/A 992M, ASTM A 572/A 572M, Grade 50 (345).
- B. Channels, Angles, M, S-Shapes: ASTM A 36/A 36M, ASTM A 572/A 572M, Grade 50 (345).
- C. Plate and Bar: ASTM A 36/A 36M, ASTM A 572/A 572M, Grade 50 (345).
- D. Cold-Formed Hollow Structural Sections: ASTM A 500/A 500M, Grade B, structural tubing.
- E. Steel Pipe: ASTM A 53/A 53M, Type E or Type S, Grade B.
- F. Welding Electrodes: Comply with AWS requirements.

2.3 BOLTS, CONNECTORS, AND ANCHORS

- A. High-Strength Bolts, Nuts, and Washers: ASTM A 325 (ASTM A 325M), Type 1, heavy-hex steel structural bolts; all with plain finish.
 - 1. Direct-Tension Indicators: ASTM F 959, Type 325 (ASTM F 959M, Type 8.8), compressible-washer type with plain finish.

2.4 PRIMER

- A. Primer: Fabricator's standard lead- and chromate-free, nonasphaltic, rust-inhibiting primer complying with MPI#79 and compatible with topcoat.
- B. Galvanizing Repair Paint: ASTM A 780/A 780M.

2.5 GROUT

- A. Metallic, Shrinkage-Resistant Grout: ASTM C 1107/C 1107M, factory-packaged, metallic aggregate grout, mixed with water to consistency suitable for application and a 30-minute working time.
- B. Nonmetallic, Shrinkage-Resistant Grout: ASTM C 1107/C 1107M, factory-packaged, nonmetallic aggregate grout, noncorrosive and nonstaining, mixed with water to consistency suitable for application and a 30-minute working time.

2.6 FABRICATION

- A. Structural Steel: Fabricate and assemble in shop to greatest extent possible. Fabricate according to AISC 303, "Code of Standard Practice for Steel Buildings and Bridges," and to AISC 360.
 - 1. Camber structural-steel members where indicated.
 - 2. Fabricate beams with rolling camber up.
 - 3. Identify high-strength structural steel according to ASTM A 6/A 6M and maintain markings until structural steel has been erected.
 - 4. Mark and match-mark materials for field assembly.
 - 5. Complete structural-steel assemblies, including welding of units, before starting shop-priming operations.
- B. Thermal Cutting: Perform thermal cutting by machine to greatest extent possible.
 - 1. Plane thermally cut edges to be welded to comply with requirements in AWS D1.1/D1.1M.
- C. Bolt Holes: Cut, drill, or punch standard bolt holes perpendicular to metal surfaces.
- D. Finishing: Accurately finish ends of columns and other members transmitting bearing loads.
- E. Cleaning: Clean and prepare steel surfaces that are to remain unpainted according to SSPC-SP 1, "Solvent Cleaning."
- F. Shear Connectors: Prepare steel surfaces as recommended by manufacturer of shear connectors. Use automatic end welding of headed-stud shear connectors according to AWS D1.1/D1.1M and manufacturer's written instructions.
- G. Steel Wall-Opening Framing: Select true and straight members for fabricating steel wall-opening framing to be attached to structural-steel frame. Straighten as required to provide uniform, square, and true members in completed wall framing. Build up welded framing, weld exposed joints continuously, and grind smooth.

- H. Welded Door Frames: Build up welded door frames attached to structural-steel frame. Weld exposed joints continuously and grind smooth. Plug-weld fixed steel bar stops to frames. Secure removable stops to frames with countersunk machine screws, uniformly spaced not more than 10 inches (250 mm) o.c. unless otherwise indicated.
- I. Holes: Provide holes required for securing other work to structural steel and for other work to pass through steel members.
 - 1. Cut, drill, or punch holes perpendicular to steel surfaces. Do not thermally cut bolt holes or enlarge holes by burning.
 - 2. Baseplate Holes: Cut, drill, mechanically thermal cut, or punch holes perpendicular to steel surfaces.
 - 3. Weld threaded nuts to framing and other specialty items indicated to receive other work.

2.7 SHOP CONNECTIONS

- A. High-Strength Bolts: Shop install high-strength bolts according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts" for type of bolt and type of joint specified.
 - 1. Joint Type: Snug tightened.
- B. Weld Connections: Comply with AWS D1.1/D1.1M and AWS D1.8/D1.8M for tolerances, appearances, welding procedure specifications, weld quality, and methods used in correcting welding work.

2.8 SHOP PRIMING

- A. Shop prime steel surfaces except the following:
 - 1. Surfaces embedded in concrete or mortar. Extend priming of partially embedded members to a depth of 2 inches (50 mm).
 - 2. Surfaces to be field welded.
 - 3. Surfaces of high-strength bolted, slip-critical connections.
 - 4. Surfaces to receive sprayed fire-resistive materials (applied fireproofing).
 - 5. Galvanized surfaces.
 - 6. Surfaces enclosed in interior construction.
- B. Surface Preparation: Clean surfaces to be painted. Remove loose rust and mill scale and spatter, slag, or flux deposits. Prepare surfaces according to the following specifications and standards:
 - 1. SSPC-SP 2, "Hand Tool Cleaning."
- C. Priming: Immediately after surface preparation, apply primer according to manufacturer's written instructions and at rate recommended by SSPC to provide a minimum dry film thickness of 1.5 mils (0.038 mm). Use priming methods that result in full coverage of joints, corners, edges, and exposed surfaces.

2.9 SOURCE QUALITY CONTROL

- A. Testing Agency: Owner engage a qualified testing agency to perform shop tests and inspections.
 - 1. Provide testing agency with access to places where structural-steel work is being fabricated or produced to perform tests and inspections.
- B. Bolted Connections: Inspect and test shop-bolted connections according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."
- C. Welded Connections: Visually inspect shop-welded connections according to AWS D1.1/D1.1M and the following inspection procedures, at testing agency's option:
 - 1. Liquid Penetrant Inspection: ASTM E 165.
 - 2. Magnetic Particle Inspection: ASTM E 709; performed on root pass and on finished weld. Cracks or zones of incomplete fusion or penetration are not accepted.
 - 3. Ultrasonic Inspection: ASTM E 164.
 - 4. Radiographic Inspection: ASTM E 94.
- D. Prepare test and inspection reports.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify, elevations of concrete- and masonry-bearing surfaces and locations of anchor rods, bearing plates, and other embedments for compliance with requirements.
 - 1. Prepare a survey of existing conditions. Include bearing surfaces, anchor rods, bearing plates, and other embedments showing dimensions, locations, angles, and elevations.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Provide temporary shores, guys, braces, and other supports during erection to keep structural steel secure, plumb, and in alignment against temporary construction loads and loads equal in intensity to design loads. Remove temporary supports when permanent structural steel, connections, and bracing are in place unless otherwise indicated.
 - 1. Do not remove temporary shoring supporting composite deck construction until cast-in-place concrete has attained its design compressive strength.

3.3 ERECTION

- A. Set structural steel accurately in locations and to elevations indicated and according to AISC 303 and AISC 360.

- B. Baseplates Bearing Plates and Leveling Plates: Clean concrete- and masonry-bearing surfaces of bond-reducing materials, and roughen surfaces prior to setting plates. Clean bottom surface of plates.
 - 1. Set plates for structural members on wedges, shims, or setting nuts as required.
 - 2. Weld plate washers to top of baseplate.
 - 3. Snug-tighten anchor rods after supported members have been positioned and plumbed. Do not remove wedges or shims but, if protruding, cut off flush with edge of plate before packing with grout.
 - 4. Promptly pack grout solidly between bearing surfaces and plates so no voids remain. Neatly finish exposed surfaces; protect grout and allow to cure. Comply with manufacturer's written installation instructions for shrinkage-resistant grouts.
- C. Maintain erection tolerances of structural steel within AISC 303, "Code of Standard Practice for Steel Buildings and Bridges."

3.4 FIELD CONNECTIONS

- A. High-Strength Bolts: Install high-strength bolts according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts" for type of bolt and type of joint specified.
 - 1. Joint Type: Snug tightened.
- B. Weld Connections: Comply with AWS D1.1/D1.1M and AWS D1.8/D1.8M for tolerances, appearances, welding procedure specifications, weld quality, and methods used in correcting welding work.
 - 1. Comply with AISC 303 and AISC 360 for bearing, alignment, adequacy of temporary connections, and removal of paint on surfaces adjacent to field welds.
 - 2. Remove backing bars or runoff tabs where indicated, back gouge, and grind steel smooth.
 - 3. Assemble and weld built-up sections by methods that maintain true alignment of axes without exceeding tolerances in AISC 303, "Code of Standard Practice for Steel Buildings and Bridges," for mill material.

3.5 FIELD QUALITY CONTROL

- A. Special Inspections: Owner will engage a qualified special inspector to perform the following special inspections:
 - 1. Verify structural-steel materials and inspect steel frame joint details.
 - 2. Verify weld materials and inspect welds.
 - 3. Verify connection materials and inspect high-strength bolted connections.
- B. Bolted Connections: Inspect and test bolted connections according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."
- C. Welded Connections: Visually inspect field welds according to AWS D1.1/D1.1M.

1. In addition to visual inspection, test and inspect field welds according to AWS D1.1/D1.1M and the following inspection procedures, at testing agency's option:
 - a. Liquid Penetrant Inspection: ASTM E 165.
 - b. Magnetic Particle Inspection: ASTM E 709; performed on root pass and on finished weld. Cracks or zones of incomplete fusion or penetration are not accepted.
 - c. Ultrasonic Inspection: ASTM E 164.
 - d. Radiographic Inspection: ASTM E 94.

END OF SECTION 051200

SECTION 055116 - METAL STAIRS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes industrial-type, alternating tread stairs with steel floor plate treads and railings attached to metal floor plate stairs.

1.2 ACTION SUBMITTALS

- A. Product Data: For alternating tread stairs.
- B. Sustainable Design Submittals:
- C. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.
- D. Delegated-Design Submittal: For stairs, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design stairs.
- B. Structural Performance of Stairs: Metal stairs shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:
 - 1. Uniform Load: 100 lbf/sq. ft. (4.79 kN/sq. m).
 - 2. Concentrated Load: 300 lbf (1.33 kN) applied on an area of 4 sq. in. (2580 sq. mm).
 - 3. Uniform and concentrated loads need not be assumed to act concurrently.
 - 4. Stair Framing: Capable of withstanding stresses resulting from railing loads in addition to loads specified above.
- C. Seismic Performance of Stairs: Metal stairs shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.
 - 1. Component Importance Factor: 1.5.
- D. Manufacturer/Distributor/Model: Global Industrial, Model ATS-8-56.

2.2 METALS

- A. Metal Surfaces, General: Provide materials with smooth, flat surfaces unless otherwise indicated. For components exposed to view in the completed Work, provide materials without seam marks, roller marks, rolled trade names, or blemishes.
- B. Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.
- C. Rolled-Steel Floor Plate: ASTM A 786/A 786M, rolled from plate complying with ASTM A 36/A 36M or ASTM A 283/A 283M, Grade C or D.

2.3 FASTENERS

- A. Provide zinc-plated fasteners with coating complying with ASTM B 633 or ASTM F 1941 (ASTM F 1941M), Class Fe/Zn 12 for exterior use, and Class Fe/Zn 5 where built into exterior walls. Select fasteners for type, grade, and class required.

2.4 MISCELLANEOUS MATERIALS

- A. Shop Primers: Provide primers that comply with Section 099123 "Interior Painting."
- B. Universal Shop Primer: Fast-curing, lead- and chromate-free, universal modified-alkyd primer complying with MPI#79 and compatible with topcoat.
- C. Galvanizing Repair Paint: High-zinc-dust-content paint complying with SSPC-Paint 20 and compatible with paints specified to be used over it.

2.5 FABRICATION, GENERAL

- A. Provide complete stair assemblies, including metal framing, hangers, clips, brackets, bearing plates, and other components necessary to support and anchor stairs and platforms on supporting structure.
 - 1. Join components by welding unless otherwise indicated.
 - 2. Use connections that maintain structural value of joined pieces.
 - 3. Fabricate treads and platforms of exterior stairs so finished walking surfaces slope to drain.
- B. Weld connections to comply with the following:
 - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
 - 2. Obtain fusion without undercut or overlap.
 - 3. Remove welding flux immediately.
 - 4. Weld exposed corners and seams continuously unless otherwise indicated.
 - 5. At exposed connections, finish exposed welds to comply with NOMMA's "Voluntary Joint Finish Standards" for Type 4 welds: good quality, uniform undressed weld with minimal splatter.

- C. Fabricate joints that will be exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate.

2.6 STEEL-FRAMED STAIRS

- A. NAAMM Stair Standard: Comply with "Recommended Voluntary Minimum Standards for Fixed Metal Stairs" in NAAMM AMP 510, "Metal Stairs Manual," industrial class, unless more stringent requirements are indicated.
- B. Stair Framing:
 - 1. Fabricate stringers of steel plates or channels
 - a. Provide closures for exposed ends of channel stringers.
 - 2. Construct platforms of steel plate or channel headers and miscellaneous framing members as needed to comply with performance requirements
 - 3. Weld or bolt stringers to headers; weld or bolt framing members to stringers and headers.
- C. Metal Floor Plate Stairs: Form treads and platforms to configurations shown from rolled-steel floor plate of thickness needed to comply with performance requirements, but not less than 1/8 inch (3.2 mm).

2.7 STAIR RAILINGS

- A. Comply with applicable requirements in Section 055213 "Pipe and Tube Railings."
 - 1. Rails may be bent at corners, rail returns, and wall returns, instead of using prefabricated fittings.
 - 2. Connect posts to stair framing by direct welding unless otherwise indicated.

2.8 FINISHES

- A. Finish metal stairs after assembly.
- B. Preparation for Shop Priming: Prepare uncoated ferrous-metal surfaces to comply with SSPC-SP 3, "Power Tool Cleaning."
- C. Apply shop primer to uncoated surfaces of metal stair components, except those with galvanized finishes and those to be embedded in concrete or masonry unless otherwise indicated. Comply with SSPC-PA 1, "Paint Application Specification No. 1: Shop, Field, and Maintenance Painting of Steel," for shop painting.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing metal stairs. Set units accurately in location, alignment, and elevation, measured from established lines and levels and free of rack.
- B. Field Welding: Comply with requirements for welding in "Fabrication, General" Article.

3.2 ADJUSTING AND CLEANING

- A. Touchup Painting: Immediately after erection, clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with same material as used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.
- B. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A 780/A 780M.

END OF SECTION 055116

SECTION 055213 - PIPE AND TUBE RAILINGS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Steel pipe and tube railings.

B. Related Requirements:

1. Section 055116 "Metal Pan Stairs" for steel tube railings associated with metal stairs.

1.2 COORDINATION

- A. Coordinate selection of shop primers with topcoats to be applied over them. Comply with paint and coating manufacturers' written recommendations to ensure that shop primers and topcoats are compatible with one another.
- B. Coordinate installation of anchorages for railings. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- C. Schedule installation so wall attachments are made only to completed walls. Do not support railings temporarily by any means that do not satisfy structural performance requirements.

1.3 ACTION SUBMITTALS

A. Product Data: For the following:

1. Manufacturer's product lines of mechanically connected railings.
2. Railing brackets.
3. Grout, anchoring cement, and paint products.

B. Sustainable Design Submittals:

C. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.

D. Samples: For each type of exposed finish required.

E. Delegated-Design Submittal: For railings, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1.4 INFORMATIONAL SUBMITTALS

- A. Product Test Reports: For pipe and tube railings, for tests performed by a qualified testing agency, according to ASTM E 894 and ASTM E 935.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design railings, including attachment to building construction.
- B. Structural Performance: Railings, including attachment to building construction, shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:
 - 1. Handrails and Top Rails of Guards:
 - a. Uniform load of 50 lbf/ ft. (0.73 kN/m) applied in any direction.
 - b. Concentrated load of 200 lbf (0.89 kN) applied in any direction.
 - c. Uniform and concentrated loads need not be assumed to act concurrently.
 - 2. Infill of Guards:
 - a. Concentrated load of 50 lbf (0.22 kN) applied horizontally on an area of 1 sq. ft. (0.093 sq. m).
 - b. Infill load and other loads need not be assumed to act concurrently.

2.2 METALS, GENERAL

- A. Brackets, Flanges, and Anchors: Cast or formed metal of same type of material and finish as supported rails unless otherwise indicated.
 - 1. Provide type of bracket with [flange tapped for concealed anchorage to threaded hanger bolt] [predrilled hole for exposed bolt anchorage] and that provides 1-1/2-inch (38-mm) clearance from inside face of handrail to finished wall surface.

2.3 STEEL AND IRON

- A. Tubing: ASTM A 500 cold formed or ASTM A 513.
- B. Pipe: ASTM A 53/A 53M, Type F or Type S, Grade A, Standard Weight (Schedule 40), unless another grade and weight are required by structural loads.
 - 1. Provide galvanized finish for exterior installations and where indicated.
- C. Plates, Shapes, and Bars: ASTM A 36/A 36M.

2.4 FASTENERS

- A. General: Provide the following:
 - 1. Ungalvanized-Steel Railings: Plated steel fasteners complying with ASTM B 633 or ASTM F 1941 (ASTM F 1941M), Class Fe/Zn 5 for zinc coating.
- B. Post-Installed Anchors: Torque-controlled expansion anchors capable of sustaining, without failure, a load equal to 6 times the load imposed when installed in unit masonry and 4 times the load imposed when installed in concrete, as determined by testing according to ASTM E 488/E 488M, conducted by a qualified independent testing agency.
 - 1. Material for Interior Locations: Carbon-steel components zinc-plated to comply with ASTM B 633 or ASTM F 1941 (ASTM F 1941M), Class Fe/Zn 5, unless otherwise indicated.

2.5 MISCELLANEOUS MATERIALS

- A. Welding Rods and Bare Electrodes: Select according to AWS specifications for metal alloy welded.
- B. Etching Cleaner for Galvanized Metal: Complying with MPI#25.
- C. Galvanizing Repair Paint: High-zinc-dust-content paint complying with SSPC-Paint 20 and compatible with paints specified to be used over it.
- D. Shop Primers: Provide primers that comply with Section 099123 "Interior Painting."
- E. Universal Shop Primer: Fast-curing, lead- and chromate-free, universal modified-alkyd primer complying with MPI#79 and compatible with topcoat.
- F. Epoxy Zinc-Rich Primer: Complying with MPI#20 and compatible with topcoat.
- G. Shop Primer for Galvanized Steel: Primer formulated for exterior use over zinc-coated metal and compatible with finish paint systems indicated.
- H. Epoxy Intermediate Coat: Complying with MPI #77 and compatible with primer and topcoat.
- I. Polyurethane Topcoat: Complying with MPI #72 and compatible with undercoat.
- J. Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D 1187/D 1187M.
- K. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107/C 1107M. Provide grout specifically recommended by manufacturer for interior and exterior applications.

2.6 FABRICATION

- A. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch (1 mm) unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.
- B. Form work true to line and level with accurate angles and surfaces.
- C. Welded Connections: Cope components at connections to provide close fit, or use fittings designed for this purpose. Weld all around at connections, including at fittings.
 - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
 - 2. Obtain fusion without undercut or overlap.
 - 3. Remove flux immediately.
 - 4. At exposed connections, finish exposed surfaces smooth and blended so no roughness shows after finishing and welded surface matches contours of adjoining surfaces.
- D. Welded Connections for Aluminum Pipe: Fabricate railings to interconnect members with concealed internal welds that eliminate surface grinding, using manufacturer's standard system of sleeve and socket fittings.
- E. Nonwelded Connections: Connect members with concealed mechanical fasteners and fittings. Fabricate members and fittings to produce flush, smooth, rigid, hairline joints.
- F. Form changes in direction by bending or by inserting prefabricated elbow fittings.
- G. For changes in direction made by bending, use jigs to produce uniform curvature for each repetitive configuration required. Maintain cross section of member throughout entire bend without buckling, twisting, cracking, or otherwise deforming exposed surfaces of components.
- H. Close exposed ends of railing members with prefabricated end fittings.
- I. Provide wall returns at ends of wall-mounted handrails unless otherwise indicated.
- J. Brackets, Flanges, Fittings, and Anchors: Provide wall brackets, flanges, miscellaneous fittings, and anchors to interconnect railing members to other work unless otherwise indicated.
 - 1. At brackets and fittings fastened to plaster or gypsum board partitions, provide crush-resistant fillers or other means to transfer loads through wall finishes to structural supports and prevent bracket or fitting rotation and crushing of substrate.

2.7 STEEL AND IRON FINISHES

- A. Preparation for Shop Priming: Prepare uncoated ferrous-metal surfaces to comply with -SP 3, "Power Tool Cleaning."
- B. Primer Application: Apply shop primer to prepared surfaces of railings unless otherwise indicated. Comply with requirements in SSPC-PA 1, "Shop, Field, and Maintenance Painting of

Steel," for shop painting. Primer need not be applied to surfaces to be embedded in concrete or masonry.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Set railings accurately in location, alignment, and elevation; measured from established lines and levels and free of rack.
 - 1. Do not weld, cut, or abrade surfaces of railing components that are coated or finished after fabrication and that are intended for field connection by mechanical or other means without further cutting or fitting.
 - 2. Set posts plumb within a tolerance of 1/16 inch in 3 feet (2 mm in 1 m).
 - 3. Align rails so variations from level for horizontal members and variations from parallel with rake of steps and ramps for sloping members do not exceed 1/4 inch in 12 feet (6 mm in 3.5 m).
- B. Control of Corrosion: Prevent galvanic action and other forms of corrosion by insulating metals and other materials from direct contact with incompatible materials.
 - 1. Coat, with a heavy coat of bituminous paint, concealed surfaces of aluminum that are in contact with grout, concrete, masonry, wood, or dissimilar metals.

3.2 ANCHORING POSTS

- A. Use metal sleeves preset and anchored into concrete for installing posts. After posts are inserted into sleeves, fill annular space between post and sleeve with nonshrink, nonmetallic grout or anchoring cement, mixed and placed to comply with anchoring material manufacturer's written instructions.
- B. Form or core-drill holes not less than 5 inches (125 mm) deep and 3/4 inch (20 mm) larger than OD of post for installing posts in concrete. Clean holes of loose material, insert posts, and fill annular space between post and concrete with nonshrink, nonmetallic grout or anchoring cement], mixed and placed to comply with anchoring material manufacturer's written instructions.
- C. Anchor posts to metal surfaces with oval flanges, angle type, or floor type as required by conditions, connected to posts and to metal supporting members as follows:

3.3 ATTACHING RAILINGS

- A. Attach railings to wall with wall brackets, except where end flanges are used. Locate brackets as indicated or, if not indicated, at spacing required to support structural loads.
- B. Secure wall brackets and railing end flanges to building construction as follows:

1. For concrete and solid masonry anchorage, use drilled-in expansion shields and hanger or lag bolts.
2. For hollow masonry anchorage, use toggle bolts.
3. For wood stud partitions, use hanger or lag bolts set into studs or wood backing between studs. Coordinate with carpentry work to locate backing members.
4. For steel-framed partitions, use hanger or lag bolts set into fire-retardant-treated wood backing between studs. Coordinate with stud installation to locate backing members.
5. For steel-framed partitions, use self-tapping screws fastened to steel framing or to concealed steel reinforcements.
6. For steel-framed partitions, use toggle bolts installed through flanges of steel framing or through concealed steel reinforcements.

3.4 ADJUSTING AND CLEANING

- A. Touchup Painting: Immediately after erection, clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material as used for shop painting to comply with SSPC-PA 1 requirements for touching up shop-painted surfaces.
- B. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas, and repair galvanizing to comply with ASTM A 780/A 780M.

END OF SECTION 055213

SECTION 061053 - MISCELLANEOUS ROUGH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Framing with dimension lumber.
 - 2. Rooftop equipment bases and support curbs.
 - 3. Wood blocking, cants, and nailers.
 - 4. Wood furring and grounds.
 - 5. Joist hangers, post sleeves
 - 6. Plywood backing panels.

1.3 DEFINITIONS

- A. Boards or Strips: Lumber of less than 2 inches nominal (38 mm actual) size in least dimension.
- B. Dimension Lumber: Lumber of 2 inches nominal (38 mm actual) or greater size but less than 5 inches nominal (114 mm actual) size in least dimension.

1.4 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.
 - 1. 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.
 - 2. 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 D 5664.
 - 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.
- B. Sustainable Design Submittals:

1.5 INFORMATIONAL SUBMITTALS

A. Evaluation Reports: For the following, from ICC-ES:

1. Preservative-treated wood.
2. Fire-retardant-treated wood.
3. Power-driven fasteners.
4. Post-installed anchors.
5. Metal framing anchors.

1.6 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.

1.7 DELIVERY, STORAGE, AND HANDLING

- ### A. 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

2.1 WOOD PRODUCTS, GENERAL

- #### A. 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.
2. Dress lumber, S4S, unless otherwise indicated.

- #### B. Maximum Moisture Content of Lumber: 19 percent for 2-inch nominal (38-mm actual) thickness or less, 19 percent for more than 2-inch nominal (38-mm actual) thickness unless otherwise indicated.

2.2 WOOD-PRESERVATIVE-TREATED MATERIALS

- #### A. Preservative Treatment by Pressure Process: AWP A U1; Use Category UC2 for interior construction not in contact with ground, Use Category UC3b for exterior construction not in contact with ground, and Use Category UC4a for items in contact with ground.

1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium. Do not use inorganic boron (SBX) for sill plates.

- B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or 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.
- 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.

2.3 FIRE-RETARDANT-TREATED MATERIALS

- A. General: Where fire-retardant-treated materials are indicated, materials shall comply 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 E 84, and with no evidence of significant progressive combustion when the test is extended an additional 20 minutes, and with the flame front not extending more than 10.5 feet (3.2 m) beyond the centerline of the burners at any time during the test.
 - 1. Treatment shall not promote corrosion of metal fasteners.
 - 2. 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 D 2898. Use for exterior locations and where indicated.
 - 3. Interior Type A: Treated materials shall have a moisture content of 28 percent or less when tested according to ASTM D 3201 at 92 percent relative humidity. Use where exterior type is not indicated.
 - 4. Design Value Adjustment Factors: Treated lumber shall be tested according to ASTM D 5664, and design value adjustment factors shall be calculated according to ASTM D 6841.
- 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.
 - 1. 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.
- E. For exposed items indicated to receive a stained or natural finish, chemical formulations shall not bleed through, contain colorants, or otherwise adversely affect finishes.

- F. Application: Treat all miscellaneous carpentry unless otherwise indicated.

2.4 DIMENSION LUMBER FRAMING

- A. Non-Load-Bearing Interior Partitions: Construction or No. 2 Standard, Stud, or No. 3 grade of any of the following species:
 - 1. Hem-fir (north); NLGA.

2.5 MISCELLANEOUS LUMBER

- A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
 - 1. Blocking.
 - 2. Nailers.
 - 3. Rooftop equipment bases and support curbs.
 - 4. Cants.
 - 5. Furring.
- B. Dimension Lumber Items: Construction or No. 2 grade lumber of any of the following species:
 - 1. Hem-fir (north); NLGA.

2.6 PLYWOOD BACKING PANELS

- A. Equipment Backing Panels: Plywood, DOC PS 1, Exposure 1, C-D Plugged, fire-retardant treated, in thickness indicated or, if not indicated, not less than 3/4-inch (19-mm) nominal thickness.

2.7 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.
 - 1. Where 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 A 153/A 153M.
- B. Nails, Brads, and Staples: ASTM F 1667.
- C. Screws for Fastening to Metal Framing: ASTM C 1002, length as recommended by screw manufacturer for material being fastened.
- D. Power-Driven Fasteners: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.

- E. Post-Installed Anchors: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC01 as appropriate for the substrate.
 - 1. Material: Carbon-steel components, zinc plated to comply with ASTM B 633, Class Fe/Zn 5.
 - 2. Material: Stainless steel with bolts and nuts complying with ASTM F 593 and ASTM F 594, Alloy Group 1 or 2 (ASTM F 738M and ASTM F 836M, Grade A1 or A4).

2.8 MISCELLANEOUS MATERIALS

- A. Heavy duty Galvanized metal framing anchors, joist hangers and post bases suitable for intended use.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Framing Standard: Comply with AF&PA's WCD 1, "Details for Conventional Wood Frame Construction," unless otherwise indicated.
- B. Set carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit carpentry accurately to other construction. Locate furring, nailers, blocking, grounds, and similar supports to comply with requirements for attaching other construction.
- C. Install plywood backing panels by fastening to studs; coordinate locations with utilities requiring backing panels. Install fire-retardant-treated plywood backing panels with classification marking of testing agency exposed to view.
- D. Install metal framing anchors to comply with manufacturer's written instructions. Install fasteners through each fastener hole.
- 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.
 - 1. 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 (406 mm) 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 (2438 mm) 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 (2438 mm) 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 (38-mm actual) thickness.

3. Fire block concealed spaces between floor sleepers with same material as sleepers to limit concealed spaces to not more than 100 sq. ft. (9.3 sq. m) and to solidly fill space below partitions.
 - H. Sort and select lumber so that natural characteristics do not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.
 - I. Comply with AWPAC M4 for applying field treatment to cut surfaces of preservative-treated lumber.
 1. Use inorganic boron for items that are continuously protected from liquid water.
 2. Use copper naphthenate for items not continuously protected from liquid water.
 - J. Where wood-preservative-treated lumber is installed adjacent to metal decking, install continuous flexible flashing separator between wood and metal decking.
 - K. Securely attach carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
 1. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.
 - L. Use steel common nails unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood. Drive nails snug but do not countersink nail heads unless otherwise indicated.
- 3.2 WOOD BLOCKING AND NAILER INSTALLATION
- A. Install where indicated and where required for 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.
 - C. Provide permanent grounds of dressed, pressure-preservative-treated, key-beveled lumber not less than 1-1/2 inches (38 mm) wide and of thickness required to bring face of ground to exact thickness of finish material. Remove temporary grounds when no longer required.
- 3.3 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.

- B. Furring to Receive Gypsum Board or Plaster Lath: Install 1-by-2-inch nominal- (19-by-38-mm actual-) size furring vertically at 16 inches o.c.

3.4 PROTECTION

- A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.
- B. Protect miscellaneous rough carpentry from weather. If, despite protection, miscellaneous rough carpentry becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

END OF SECTION 061053

SECTION 062023 - INTERIOR FINISH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:

- 1. Wood stair and railings
- 2. Interior trim

- B. Related Requirements:

- 1. Section 061053 "Miscellaneous Rough Carpentry" for furring, blocking, and other carpentry work not exposed to view.
- 2. Section 099123 "Interior Painting" for priming and backpriming of interior finish carpentry.

1.3 DEFINITIONS

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials, dimensions, profiles, textures, and colors and include construction and application details.

- 1. 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 chemical-treatment manufacturer's written instructions for finishing treated material.
- 2. Include data for fire-retardant treatment from chemical-treatment manufacturer and certification by treating plant that treated materials comply with requirements.
- 3. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced before shipment to Project site to levels specified.

- B. Samples for Initial Selection: For each type of product involving selection of colors, profiles, or textures.

- C. Samples for Verification:

1. For each species and cut of lumber and panel products with nonfactory-applied finish, with half of exposed surface finished, 50 sq. in. (300 sq. cm) for lumber and 8 by 10 inches (200 by 250 mm) for panels.
2. For foam plastic moldings, with half of exposed surface finished; 50 sq. in. (300 sq. cm).
3. For each finish system and color of lumber and panel products with factory-applied finish, 50 sq. in. (300 sq. cm) for lumber and 8 by 10 inches (200 by 250 mm) for panels.
4. For interior wood columns, include quarter-section

1.5 INFORMATIONAL SUBMITTALS

- A. Evaluation Reports: For fire-retardant-treated wood, from ICC-ES.
- B. Sample Warranty: For manufacturer's warranty.

1.6 SHOP DRAWINGS

- A. Provide dimensioned fabrication drawings for wood stair and railings, fasteners and brackets.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Stack lumber, plywood, and other panels flat with spacers between each bundle to provide air circulation. Protect materials from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.
- B. Deliver interior finish carpentry materials only when environmental conditions comply with requirements specified for installation areas. If interior finish carpentry materials must be stored in other than installation areas, store only where environmental conditions comply with requirements specified for installation areas.

1.8 FIELD CONDITIONS

- A. Environmental Limitations: Do not deliver or install interior finish carpentry materials until building is enclosed and weatherproof, wet work in space is completed and nominally dry, and HVAC system is operating and maintaining temperature and relative humidity at occupancy levels during the remainder of the construction period.
- B. Do not install finish carpentry materials that are wet, moisture damaged, or mold damaged.
 1. Indications that materials are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
 2. Indications that materials are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

1.9 WARRANTY – NOT USED

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, comply with the applicable rules of any rules-writing agency certified by the American Lumber Standard Committee's Board of Review. Grade lumber by an agency certified by the American Lumber Standard Committee's 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.
 - 2. For exposed lumber, mark grade stamp on end or back of each piece, or omit grade stamp and provide certificates of grade compliance issued by grading agency.
- B. Softwood Plywood: DOC PS 1.
- C. Hardboard: ANSI A135.4.

2.2 WOOD-PRESERVATIVE-TREATED MATERIALS

- A. Preservative Treatment by Pressure Process: AWWA U1; Use Category UC1 UC2.
 - 1. Kiln dry lumber and plywood after treatment to a maximum moisture content of 19 and 18 percent, respectively.
 - 2. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.
 - 3. For exposed items indicated to receive transparent finish, do not use chemical formulations that contain colorants or that bleed through or otherwise adversely affect finishes.
 - 4. Do not use material that is warped or does not comply with requirements for untreated material.
 - 5. Mark lumber with treatment-quality mark of an inspection agency approved by the American Lumber Standard Committee's Board of Review.

2.3 FIRE-RETARDANT-TREATED MATERIALS

- A. General: For applications indicated, use materials complying with requirements in this article that are acceptable to authorities having jurisdiction and comply with testing requirements; testing will be conducted 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 E 84, with no evidence of significant progressive combustion when the test is extended an additional 20 minutes, and with the flame front not extending more than 10.5 feet (3.2 m) beyond the centerline of the burners at any time during the test.
 - 1. Kiln dry lumber and plywood after treatment to a maximum moisture content of 19 and 15 percent, respectively.

- C. Do not use material that does not comply with requirements for untreated material or is warped or discolored.
- D. Identify fire-retardant-treated wood with appropriate classification marking of testing and inspecting agency acceptable to authorities having jurisdiction.
- E. Application: Where indicated.

2.4 INTERIOR TRIM

- A. Lumber Trim for Opaque Finish (Painted Finish):
 - 1. Species and Grade: Eastern white pine, D Select; NeLMA or NLGA.
 - 2. Species and Grade: Eastern white, Idaho white, lodgepole, ponderosa, radiata, or sugar pine, D Select (Quality); NeLMA, NLGA, or WWPA.
 - 3. Maximum Moisture Content: 19 percent.
 - 4. Maximum Moisture Content: 13 percent.
 - 5. Finger Jointing: Not allowed.
 - 6. Face Surface: Surfaced (smooth).

2.5 FABRICATION

- A. Back out or kerf backs of the following members, except those with ends exposed in finished work:
 - 1. Interior standing and running trim.
- B. Ease edges of lumber less than 1 inch (25 mm) in nominal thickness to 1/16-inch (1.5-mm) radius and edges of lumber 1 inch (25 mm) or more in nominal thickness to 1/8-inch (3-mm) radius.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Examine finish carpentry materials before installation. Reject materials that are wet, moisture damaged, and mold damaged.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Clean substrates of projections and substances detrimental to application.

- B. Before installing interior finish carpentry, condition materials to average prevailing humidity in installation areas for a minimum of 24 hours.

3.3 INSTALLATION, GENERAL

- A. Do not use materials that are unsound; warped; improperly treated or finished; inadequately seasoned; too small to fabricate with proper jointing arrangements; or with defective surfaces, sizes, or patterns.
- B. Install interior finish carpentry level, plumb, true, and aligned with adjacent materials. Use concealed shims where necessary for alignment.
 - 1. Scribe and cut interior finish carpentry to fit adjoining work. Refinish and seal cuts as recommended by manufacturer.
 - 2. Where face fastening is unavoidable, countersink fasteners, fill surface flush, and sand unless otherwise indicated.
 - 3. Install to tolerance of 1/8 inch in 96 inches (3 mm in 2438 mm) for level and plumb. Install adjoining interior finish carpentry with 1/32-inch (0.8-mm) maximum offset for flush installation and 1/16-inch (1.5-mm) maximum offset for reveal installation.

3.4 STANDING AND RUNNING TRIM INSTALLATION

- A. Install with minimum number of joints practical, using full-length pieces from maximum lengths of lumber available. Do not use pieces less than 24 inches (610 mm) long, except where necessary. Stagger joints in adjacent and related standing and running trim. Miter at returns, miter at outside corners, and cope at inside corners to produce tight-fitting joints with full-surface contact throughout length of joint. Use scarf joints for end-to-end joints. Plane backs of casings to provide uniform thickness across joints where necessary for alignment.
 - 1. Install trim after gypsum-board joint finishing operations are completed.
 - 2. Install without splitting; drill pilot holes before fastening where necessary to prevent splitting. Fasten to prevent movement or warping. Countersink fastener heads on exposed carpentry work and fill holes.

3.5 ADJUSTING

- A. Replace interior finish carpentry that is damaged or does not comply with requirements. Interior finish carpentry may be repaired or refinished if work complies with requirements and shows no evidence of repair or refinishing. Adjust joinery for uniform appearance.

3.6 CLEANING

- A. Clean interior finish carpentry on exposed and semiexposed surfaces. Restore damaged or soiled areas and touch up factory-applied finishes if any.

3.7 PROTECTION

- A. Protect installed products from damage from weather and other causes during construction.

- B. Remove and replace finish carpentry materials that are wet, moisture damaged, and mold damaged.
 - 1. Indications that materials are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
 - 2. Indications that materials are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

END OF SECTION 062023

SECTION 064116 - PLASTIC-LAMINATE-FACED ARCHITECTURAL CABINETS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Plastic-laminate-faced architectural cabinets, shelves and countertops
2. Wood furring, blocking, shims, and hanging strips.

1.2 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.

- B. Shop Drawings: For plastic-laminate-faced architectural cabinets.

1. Include plans, elevations, sections, and attachment details.
2. Apply AWI Quality Certification Program label to Shop Drawings.

- C. Samples: For each exposed product and for each color and texture specified.

1.4 INFORMATIONAL SUBMITTALS

- A. Quality Standard Compliance Certificates: AWI Quality Certification Program

1.5 QUALITY ASSURANCE

- A. Fabricator Qualifications: Shop that employs skilled workers who custom fabricate products similar to those required for this Project and whose products have a record of successful in-service performance.

1. Shop Certification: AWI's Quality Certification Program accredited participant.

PART 2 - PRODUCTS

2.1 ARCHITECTURAL CABINET FABRICATORS

- A. Fabricators: Subject to compliance with requirements

2.2 PLASTIC-LAMINATE-FACED ARCHITECTURAL CABINETS

- A. Quality Standard: Unless otherwise indicated, comply with the "Architectural Woodwork Standards" for grades of cabinets indicated for construction, finishes, installation, and other requirements.
 - 1. Provide inspections of fabrication and installation together with labels and certificates from AWI certification program indicating that woodwork complies with requirements of grades specified.
- B. Grade: Custom.
- C. Type of Construction: Face frame.
- D. Door and Drawer-Front Style: Flush overlay.
- E. High-Pressure Decorative Laminate: NEMA LD 3, grades as indicated or if not indicated, as required by quality standard.
- F. Laminate Cladding for Exposed Surfaces:
 - 1. Horizontal Surfaces: Grade HGS.
 - 2. Postformed Surfaces: Grade HGP.
 - 3. Vertical Surfaces: Grade HGS.
 - 4. Edges: Grade HGS
- G. Concealed Backs of Panels with Exposed Plastic-Laminate Surfaces: High-pressure decorative laminate, NEMA LD 3, Grade BKL.
- H. Drawer Construction: Fabricate with exposed fronts fastened to subfront with mounting screws from interior of body.
 - 1. Join subfronts, backs, and sides with glued rabbeted joints supplemented by mechanical fasteners.
- I. Colors, Patterns, and Finishes: Provide materials and products that result in colors and textures of exposed laminate surfaces complying with the following requirements:
 - 1. As indicated by laminate manufacturer's designations.
 - 2. Match Architect's sample.
 - 3. As selected by Architect from laminate manufacturer's full range in the following categories:
 - a. Solid colors, matte finish.
 - b. Solid colors with core same color as surface, matte finish.
 - c. Patterns, matte finish.

2.3 WOOD MATERIALS

- A. Wood Products: Provide materials that comply with requirements of referenced quality standard for each type of architectural cabinet and quality grade specified unless otherwise indicated.

1. Wood Moisture Content: 8 to 13 percent.
- B. Composite Wood and Agrifiber Products: Provide materials that comply with requirements of referenced quality standard for each type of architectural cabinet and quality grade specified unless otherwise indicated.
 1. Medium-Density Fiberboard (MDF): ANSI A208.2, Grade 130.
 2. Softwood Plywood: DOC PS 1, medium-density overlay.

2.4 FIRE-RETARDANT-TREATED MATERIALS

- A. Fire-Retardant-Treated Materials, General: Where fire-retardant-treated materials are indicated, use materials that are acceptable to authorities having jurisdiction as determined by testing performed on identical products by a qualified testing agency.
 1. Use treated materials that comply with requirements of referenced quality standard. Do not use materials that are warped, discolored, or otherwise defective.
 2. Use fire-retardant-treatment formulations that do not bleed through or otherwise adversely affect finishes. Do not use colorants to distinguish treated materials from untreated materials.
 3. Identify fire-retardant-treated materials with appropriate classification marking of qualified testing agency in the form of removable paper label or imprint on surfaces that will be concealed from view after installation.

2.5 CABINET HARDWARE AND ACCESSORIES

- A. General: Provide cabinet hardware and accessory materials associated with architectural cabinets except for items specified in Section 087100 "Door Hardware."
- B. Butt Hinges: 2-3/4-inch (70-mm), five-knuckle steel hinges made from 0.095-inch- (2.4-mm-) thick metal, and as follows:
 1. Semiconcealed Hinges for Flush Doors: BHMA A156.9, B01361.
- C. Back-Mounted Pulls: BHMA A156.9, B02011.
- D. Wire Pulls: Back mounted, solid metal, 5 inches (127 mm) long, 2-1/2 inches (63.5 mm) deep, and 5/16 inch (8 mm) in diameter.
- E. Catches: Magnetic catches, BHMA A156.9, B03141.
- F. Adjustable Shelf Standards and Supports: BHMA A156.9, B04071; with shelf rests, B04081.
- G. Drawer Slides: BHMA A156.9.
 1. Grade 1 and Grade 2: Side mounted and extending under bottom edge of drawer.
 - a. Type: Full extension.
 - b. Material: Zinc-plated steel with polymer rollers.

2. Grade 1HD-100 and Grade 1HD-200: Side mounted; full-extension type; zinc-plated-steel ball-bearing slides.
3. For drawers more than 3 inches (75 mm) high, but not more than 6 inches (150 mm) high and not more than 24 inches (600 mm) wide, provide Grade 1.

H. Door and Drawer Silencers: BHMA A156.16, L03011.

I. For concealed hardware, provide manufacturer's standard finish that complies with product class requirements in BHMA A156.9.

2.6 MISCELLANEOUS MATERIALS

A. Furring, Blocking, Shims, and Hanging Strips: Fire-retardant-treated softwood lumber, kiln-dried to less than 15 percent moisture content.

B. Anchors: Select material, type, size, and finish required for each substrate for secure anchorage. Provide metal expansion sleeves or expansion bolts for post-installed anchors. Use nonferrous-metal or hot-dip galvanized anchors and inserts at inside face of exterior walls and at floors.

C. Adhesive for Bonding Plastic Laminate: Contact cement.

1. Adhesive for Bonding Edges: Hot-melt adhesive or adhesive specified above for faces.

2.7 FABRICATION

A. Complete fabrication, including assembly and hardware application, to maximum extent possible before shipment to Project site. Disassemble components only as necessary for shipment and installation. Where necessary for fitting at site, provide ample allowance for scribing, trimming, and fitting.

B. Shop-cut openings to maximum extent possible to receive hardware, appliances, electrical work, and similar items. Locate openings accurately and use templates or roughing-in diagrams to produce accurately sized and shaped openings. Sand edges of cutouts to remove splinters and burrs.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Before installation, condition cabinets to humidity conditions in installation areas for not less than 72 hours.

B. Grade: Install cabinets to comply with quality standard grade of item to be installed.

C. Anchor cabinets to anchors or blocking built in or directly attached to substrates. Secure with wafer-head cabinet installation screws.

- D. Install cabinets level, plumb, and true in line to a tolerance of 1/8 inch in 96 inches (3 mm in 2400 mm) using concealed shims.
1. Scribe and cut cabinets to fit adjoining work, refinish cut surfaces, and repair damaged finish at cuts.
 2. Install cabinets without distortion so doors and drawers fit openings and are accurately aligned. Adjust hardware to center doors and drawers in openings and to provide unencumbered operation. Complete installation of hardware and accessory items as indicated.
 3. Fasten wall cabinets through back, near top and bottom, and at ends not more than 16 inches (400 mm) o.c. with No. 10 wafer-head screws sized for not less than 1-1/2-inch (38-mm) penetration into wood framing, blocking, or hanging strips

END OF SECTION 064116

SECTION 072100 - THERMAL INSULATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Extruded polystyrene foam-plastic board.
2. Polyisocyanurate foam-plastic board.
3. Glass-fiber blanket.
4. Glass-fiber board.

Note: Roofing insulation is specified in Section 075216

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.

PART 2 - PRODUCTS

2.1 EXTRUDED POLYSTYRENE FOAM-PLASTIC BOARD

- A. Extruded polystyrene boards in this article are also called "XPS boards." Roman numeral designators in ASTM C 578 are assigned in a fixed random sequence, and their numeric order does not reflect increasing strength or other characteristics.
- B. Extruded Polystyrene Board, Type IV: ASTM C 578, Type IV, 25-psi (173-kPa) minimum compressive strength; unfaced; maximum flame-spread and smoke-developed indexes of 25 and 450, respectively, per ASTM E 84.
1. Fire Propagation Characteristics: Passes NFPA 285 testing as part of an approved assembly.

2.2 GLASS-FIBER BLANKET

- A. Glass-Fiber Blanket, Reinforced-Foil Faced: ASTM C 665, Type III (reflective faced), Class A (faced surface with a flame-spread index of 25 or less); Category 1 (membrane is a vapor barrier), faced with foil scrim, foil-scrim kraft, or foil-scrim polyethylene.
- B. Glass-Fiber Board, Faced: ASTM C 612, Type IA; faced on one side with foil-scrim-kraft or foil-scrim-polyethylene vapor retarder, with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively, per ASTM E 84. Nominal density of 4.25 lb/cu. ft. (68 kg/cu. m), thermal resistivity of 4.3 deg F x h x sq. ft./Btu x in. at 75 deg F (29.8 K x m/W at 24 deg C).

2.3 ACCESSORIES

- A. Insulation for Miscellaneous Voids:
 - 1. Glass-Fiber Insulation: ASTM C 764, Type II, loose fill; with maximum flame-spread and smoke-developed indexes of 5, per ASTM E 84.
 - 2. Spray Polyurethane Foam Insulation: ASTM C 1029, Type II, closed cell, with maximum flame-spread and smoke-developed indexes of 75 and 450, respectively, per ASTM E 84.
- B. Adhesive for Bonding Insulation: Product compatible with insulation and air and water barrier materials, and with demonstrated capability to bond insulation securely to substrates without damaging insulation and substrates.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Comply with insulation manufacturer's written instructions applicable to products and applications.
- B. Install insulation that is undamaged, dry, and unsoiled and that has not been left exposed to ice, rain, or snow at any time.
- C. Extend insulation to envelop entire area to be insulated. Fit tightly around obstructions and fill voids with insulation. Remove projections that interfere with placement.
- D. Provide sizes to fit applications and selected from manufacturer's standard thicknesses, widths, and lengths. Apply single layer of insulation units unless multiple layers are otherwise shown or required to make up total thickness or to achieve R-value.

3.2 INSTALLATION OF FOUNDATION WALL INSULATION-NOT USED

3.3 INSTALLATION OF INSULATION IN FRAMED CONSTRUCTION

- A. Blanket Insulation: Install in cavities formed by framing members according to the following requirements:
 - 1. Use insulation widths and lengths that fill the cavities formed by framing members. If more than one length is required to fill the cavities, provide lengths that will produce a snug fit between ends.
 - 2. Place insulation in cavities formed by framing members to produce a friction fit between edges of insulation and adjoining framing members.
 - 3. Maintain 3-inch (76-mm) clearance of insulation around recessed lighting fixtures not rated for or protected from contact with insulation.
 - 4. Attics: Install eave ventilation troughs between roof framing members in insulated attic spaces at vented eaves.

5. For metal-framed wall cavities where cavity heights exceed 96 inches (2438 mm), support unfaced blankets mechanically and support faced blankets by taping flanges of insulation to flanges of metal studs.
 6. For wood-framed construction, install blankets according to ASTM C 1320 and as follows:
 - a. With faced blankets having stapling flanges, lap blanket flange over flange of adjacent blanket to maintain continuity of vapor retarder once finish material is installed over it.
 7. Vapor-Retarder-Faced Blankets: Tape joints and ruptures in vapor-retarder facings, and seal each continuous area of insulation to ensure airtight installation.
 - a. Exterior Walls: Set units with facing placed toward interior of construction.
 - b. Interior Walls: Set units with facing placed toward areas of high humidity.
- B. Miscellaneous Voids: Install insulation in miscellaneous voids and cavity spaces where required to prevent gaps in insulation using the following materials:
1. Glass-Fiber Insulation: Compact to approximately 40 percent of normal maximum volume equaling a density of approximately 2.5 lb/cu. ft. (40 kg/cu. m).
 2. Spray Polyurethane Insulation: Apply according to manufacturer's written instructions.

END OF SECTION 072100

SECTION 075216 - SBS MODIFIED BITUMEN ROOFING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. The Work of this Section includes providing all plant, labor, materials, equipment, testing and services necessary to complete the work shown on the schedules, keynotes, drawings, as specified herein, and as may be required by conditions and authorities having jurisdiction, including, but not limited to, the following:

1. Remove existing gravel surfacing, roofing, flashing, insulation, vapor barrier, underlayment, and wood blocking. Clean residual material from the surface of the deck.
 - a. The work includes removing asbestos containing roofing materials. Refer to the asbestos abatement specification Section 028000 for additional information and asbestos removal requirements.
 - b. Coordinate removals and new roof with Phasing Requirements in Division 1.
2. Install a new SBS Modified Bitumen roofing system, including a cover board, roofing plies, a cap sheet, flashing, stripping and roof accessories integrally related to the roof system.
3. Install new flashings at all roof mounted or roof penetrating devices.
4. Provide any miscellaneous mechanical, electrical, hoisting and similar work needed, and adjust, modify, disconnect and reconnect existing roof-mounted and roof-penetrating devices to enable the installation of new roofing and flashings.

- B. Related Requirements

1. Asbestos Removal - Section 028000
2. Miscellaneous Rough Carpentry - Section 061053
3. Sheet Metal Flashing & Accessories - Section 076200

1.3 CODE APPROVAL REQUIREMENTS

- A. Install roofing and insulation system components to meet the following minimum requirements:
 1. New York State Uniform Fire Prevention and Building Code.
 2. Underwriters Laboratories Inc. Class A Fire External Fating for Roof Covering Materials.
 3. ASCE 7 minimum uplift resistance calculated using a safety factor of 2.
 - a. Field Zone - 75 psf
 - b. Perimeter Zones - 120 psf
 - c. Corner Zone - 190 psf

- B. Provide written certification from the Manufacturer, before beginning work, to confirm the roofing system meets these requirements.

1.4 QUALITY ASSURANCE

A. Installer Qualifications:

1. A firm ("Installer") with at least 5 continuous years of experience performing roofing work similar to that required for this project, employing personnel skilled in the work specified.
2. The Installer shall provide a reference list of at least three previously completed projects of comparable size and similar design, within a fifty mile radius of this project, which may be observed by representatives of the Owner:
 - a. The reference list shall include at a minimum, a description of the work performed, the Owner's name - contact person - phone number and address and the Architect's name - contact person and phone number.
 - b. The Installer shall provide the reference list prior to contract award if requested.
3. The Installer shall directly employ the personnel performing the work of this section.
4. The Installer shall have a full time supervisor on the roof when roofing work is in progress. The Supervisor shall have a minimum of 5 years experience in roofing work similar in nature and scope to this project, and speak fluent English.
 - a. The Installer shall provide the Supervisor's resume prior to contract award if requested.
5. The Installer shall be acceptable to or licensed by the Manufacturer of the primary roofing materials, and provide written certification from the Manufacturer to confirm this prior to award if requested.

- B. Material Quality: Obtain each product, including the cover board, base, ply, cap and flashing sheets, and the cements, primers and adhesives from a single Manufacturer which has manufactured the same products in the United States of America for not less than 5 continuous years.

1.5 Pre-Construction Conference: Meet at the project site approximately two weeks prior to starting work, with the Architect, Owner and other representatives to discuss the following:

1. How the building will be kept watertight as old roofing is removed and the work progresses.
2. How new roofing will be coordinated with the installation of the adjoining sloped roofing, the cover board, flashings and other items to provide a watertight installation.
3. Generally accepted industry practice and the Manufacturer's instructions for handling and installing his products.

4. The condition of the substrate (deck), curbs, penetrations and other preparatory work needed.
5. Incomplete submittals; note that progress payments will be not processed until all submittals are received and approved.
6. The construction schedule, weather forecast, availability of materials, personnel, equipment and facilities needed to proceed and complete the work on schedule.
7. A schedule for Manufacturer and Architect inspections.

1.6 SUBMITTALS

- A. Submit these items far enough in advance to obtain approval prior to performing any work:
 1. Pre-work site and building inspection report with photos to document conditions before work starts.
 2. Written certification from the Manufacturer stating the Installer is acceptable or licensed to install the specified roofing, if not previously provided.
 3. Manufacturer's technical data sheets for each material component.
 4. A sample of the cap sheet.
 5. Samples of Contractor's and Manufacturer's warranty forms.
 6. Simultaneously provide all technical submittals needed for this section.
 - a. Technical submittals shall be prepared and made by the firm that will perform the actual work.
- B. Simultaneously provide all Safety Data Sheets needed for this project, collated by section, in three ring binders. Provide two binders for each building.
- C. Payment requisitions will not be processed until all submittals are received and approved.

1.7 JOB CONDITIONS - CAUTIONS AND WARNINGS

- A. Exercise extreme caution when working on the roof, and with bituminous adhesives, cements and solvents. Avoid excessive exposure to bitumen vapors and fumes. Note that many of the products are flammable.
- B. Observe OSHA requirements and local codes.

1.8 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to the site in unopened original containers identified with the Manufacturer's name and brand and labeled with pertinent information regarding grades, quantities and types.
 1. Cover stored materials, except sealed cans of primers, cements and asphalt blocks, with watertight tarpaulins immediately upon delivery.
 2. Immediately and permanently remove from the site insulation, cants, felts, rolls and similar materials which get wet.
 3. Do not overload the structure when storing materials on the roof.
 4. Do not store material within 10 feet of a roof edge.
 5. Secure all material immediately upon delivery.
- B. Store and install materials within the Manufacturer's recommended temperature range.

1.9 GUARANTEE/WARRANTY

- A. Provide a written Manufacturer's "Full System Guarantee/Warranty" which warrants that the roofing system, including the cover board and bituminous flashings, will remain in a watertight condition for a twenty year period beginning upon Final Completion.
1. Guarantee/Warranty coverage shall remain in effect for gust wind speeds up to 72 miles per hour, measured at ground level at the site.
 2. Guarantee and Warranty coverage shall have no dollar value limit.
- B. Provide a Contractor's written Guarantee which warrants that all work will remain free of material and workmanship defects and in a watertight condition for a five year period beginning upon Final Completion:
1. Defective work includes but is not limited to the following types of failure: leakage, delamination, lifting, loosening, splitting, cracking, and undue expansion.
 2. The Contractor's Guarantee shall provide that the Contractor will make the repairs and modifications necessary to enable the work to perform as warranted at his own expense.
 3. The Guarantee shall include the removal and replacement of items or materials installed as part of the original work, if removal is needed to affect guaranteed repairs.
- C. The Manufacturer's and Contractor's Guarantees/Warranties shall be issued no more than 30 days before the satisfactory completion of punch list work.
- D. Guarantees/Warranties shall include the removal and replacement of items or materials installed with the original roof, if removal and replacement is needed to make warranty repairs.
- E. Guarantee/Warranty coverage may be cancelled, for the affected portion of the roof, if the work is damaged by winds in excess of 72 mph, by hail, lightning, insects or animals, by failure of the structural substrate, by exposure to harmful chemicals, by other trades on the roof, or by vandalism, or if the Owner fails to maintain the roof in accordance with, or makes roof alterations contrary to, the Manufacturer's printed recommendations.
- F. Guarantee/Warranty coverage shall be reinstated, for the remainder of the original period; if the Owner restores the roof to the condition it was in prior to the damage occurring.
- G. The Contractor's Surety Company may add a rider to the Performance Bond which clarifies that Bond Coverage expires two years after Final Completion; i.e., Performance Bond Coverage does not run for the entire five year term of the Contractor's Guarantee.

1.10 SUBSTITUTIONS

- A. The following factors will be considered when evaluating a possible alternative to the roofing system specified:
1. The wording and intent of the warranty to be issued.

2. The financial status, number of years in business and stability of the entity's that will issue the warranty and guaranty.
3. A reference list of at least five projects of comparable size, with a successful functional history of at least five years, within an approximate fifty mile radius of the Project.
4. Technical aspects of the system, especially relating to durability, serviceability and performance.
5. The capacity and history of the Manufacturer in providing technical response, on-site inspections and assistance.
6. The availability of local authorized applicators to install and maintain the proposed alternate system.
7. The Manufacturer's willingness and history responding to warranty claims previously made by the Owner, Architect, or any Consultant involved in this project.

PART 2 - PRODUCTS

2.1 GENERAL

- A. Roof system components are specified as products of Siplast Icopal Group to establish a standard of quality. Equal products and systems will be considered if offered as a substitute with sufficient technical data to establish that the substitute meets the criteria established in this specification.
- B. Primary products include:
 1. Primer
 2. Cold Adhesive
 3. Cover Board
 4. Cants & Tapered Edge Strips
 5. Asphalt Cement
 6. Base Sheet
 7. Ply Sheet
 8. Cap Sheet
 9. Flashing Sheet

2.2 MATERIALS

- A. Primer: Low VOC asphalt / solvent primer meeting ASTM D41 Type II.
- B. Cover Board Fasteners: No. 14 Fluoropolymer coated corrosion resistant screws and galvanized metal plates.
- C. Cover Board: 1/2 inch thick, moisture resistant, fire rated, square edge, gypsum board with a primed surfaced, manufactured as roof underlayment: Dens Deck Prime or Securock
- D. Cants and Tapered Edge Strips: Factory fabricated from expanded perlite based insulation boards.

- E. Ply Sheet: SBS modified smooth surfaced polyester and glass scrim reinforced base ply sheet meeting ASTM D 6163 Type II, Grade S – Siplast: Paradiene 20
- F. Cap Sheet: Fire resistant SBS modified granular surfaced polyester and glass scrim reinforced cap sheet meeting ASTM D 6163 Type I, Grade G – Siplast: Paradiene 30 BW FR.
- G. Flashing Sheet: Fire resistant SBS modified granular surfaced polyester and glass scrim reinforced cap sheet meeting ASTM D 6163 Type II, Grade G – Siplast: Paradiene 40 BW FR.
- H. Cold Adhesive: asphalt cut-back adhesive containing non-asbestos fibers and bond enhancing modifiers, formulated for use with SBS modified bitumen roofing products on roof inclines that exceed 1/4 inch per foot: Siplast PA-311M Adhesive.
- I. Cold Applied Liquid Flashings: High performance, multi-component, fast curing liquid membrane: Parapro.
- J. Asphalt Cement:
 - 1. Flashing cement - Two component urethane based, trowel grade elastomeric asphalt cement.
 - 2. Utility cement - One component, urethane based, trowel grade elastomeric asphalt cement.

PART 3 - EXECUTION

3.1 GENERAL

- A. Construct the new roofing system in a watertight, workmanlike manner, meeting the guarantee requirements specified herein, in accordance with the drawings, and in conformance with the Manufacturer's requirements except as enhanced in this specification.
- B. Perform work on areas with roof mounted mechanical equipment to coincide with shutdown periods of the equipment. Temporarily cover mechanical equipment air openings and windows next to the work area with 6 mil fire retardant polyethylene so dirt, dust and odors do not enter the equipment or building. Remove the polyethylene at the end of each workday.
- C. Clean the roof substrate of laitance, dirt, oil, grease or other foreign matter which might affect the quality of the installation.
- D. Install roof system components on dry surfaces only. Do not install any items when weather conditions and outside temperatures are not suitable in accordance with the Manufacturer's recommendations.
- E. **COORDINATE WITH SECTION 028000 ASBESTOS ABATEMENT FOR PHASED WORK TO BE DONE AFTER EACH AREA OF EXISTING ROOF REMOVAL AND ABATEMENT.** Complete all work in sequence as quickly as possible so the smallest area possible is under construction at any one time. Complete the entire work area begun each day, the same day, and make all exposed edges watertight at the end of each day's work.

3.2 SUBSTRATE INSPECTION AND DECK REPAIR

- A. Remove existing roofing, insulation, flashings and underlayments - and carefully check the existing deck to confirm it is well secured to the underlying structure and not rotted or otherwise deteriorated.
- B. Immediately notify the Architect and Owner by telephone and in writing if defects in the substrate are discovered.
- C. Maintain the building watertight in the interim, but do not install new roofing until defects have been corrected.

3.3 DECK REPAIR

- A. Replace damaged metal deck sections.
 - 1. Remove damaged deck sections by a length equal to a minimum of two joist bays.
 - 2. Install new decking to match the thickness and size of the existing deck.

3.4 GYPSUM BOARD

- A. Install gypsum boards over the wood deck in neat straight rows with joints in subsequent rows offset 12 inches. Lay boards with tight joints. Fill spaces over 1/4 inch between boards.
- B. Fasten gypsum board to the deck with galvanized screws and plates.
 - 1. Install 16 screws per 4 by 8 foot board in the field of the roof.
 - 2. Install 28 screws per 4 by 8 foot board in 8 foot wide perimeter zones.
 - 3. Install 32 screws per 4 by 8 foot board in 8 foot wide corner zones.

3.5 ROOF

- A. Starting at the low point of the roof, apply asphalt adhesive uniformly using a notched squeegee, and embed one field sheet ply, lapping each ply 3 inches, and each end lap 6 inches. .
- B. Immediately roll the field sheet with a 75 pound weighted roller after application to ensure complete adhesion and elimination of all air pockets.
- C. Install field sheet flashings, after the field sheet has been installed and before installing the cap sheet.
- D. Starting at the low point of the roof, apply asphalt adhesive uniformly using a notched squeegee, and embed the cap sheet.
- E. Stagger ply lines between the field sheet and cap sheet, half the width of the sheet. Offset the end laps a minimum of 2 feet between the field and the cap sheets, and within each ply.
- F. Overlap cap sheets no less than 4 inches at the ply lines and no less than 6 inches at the ends. Fully adhere all surfaces and laps.
- G. Carefully install cold adhesive, especially under the cap sheet to achieve only the minimum required bleed out and maintain an aesthetically pleasing appearance. Broadcast loose color

matching mineral granules over the adhesive bleed out while the bitumen is still sticky, to ensure a monolithic surface color.

- H. Install the cap sheet only after the Manufacturer and Architect have inspected and accepted each section of roof covered with field sheet.

3.6 BASE FLASHING AND STRIPPING

- A. Install a cant between the roof surface and vertical junctures.
- B. Install primer on metal flashing and masonry wall surfaces, and allow it to dry before installing flashings and stripping.
- C. Install each ply of roofing in sequence to the top of the cant and cut it off cleanly; then install the appropriate flashing ply.
- D. Carefully position and adhere each flashing ply, extending the full flashing height, down the cant and out onto the roof a minimum of 4 inches in front of the cant, and 2 inches past the previous ply.
- E. Install separate base and finish ply flashings, in sequence with each ply of membrane.
- F. Overlap adjoining pieces of membrane flashing a minimum of 6 inches.
- G. Roll all membrane flashing and flashing seams to achieve complete adhesion.
- H. Coat both the back of the first flashing ply and the surface to which it is being adhered, with adhesive or flashing cement, then flop the ply into position, i.e., “mop and flop”, and then rub the sheet to achieve complete adhesion.
- I. Mechanically attach the top edge of finished flashings by nailing them 6 inches on center about 1 inch from the top of the flashing. Use nails driven through 1 inch diameter flat tin disks into wood nailers. Use Zamac type nail-ins with 1 inch steel washers into masonry walls. Use screws with 1 inch steel washers into metal curbs.
- J. Trowel plastic cement along the top edge of the flashing sheet and over the fastener heads, before positioning the cap flashing over them.

3.7 MISCELLANEOUS

- A. Provide any miscellaneous roofing, flashing, caulking, and metal work shown or otherwise needed to leave the Work complete and watertight, executed in a workmanlike manner.

3.8 CLEANING, PROTECTION AND WATERTIGHTNESS

- A. Inspect the interior and exterior of the building and grounds, and submit a written report with photos to document any pre-existing leakage or damage, prior to performing any work.
- B. The Owner will conduct a similar inspection at the completion of the work, and the Contractor will be charged for all leakage or damage which was not documented in the Contractor’s report, or repaired to the Owners satisfaction at the Contractor’s expense.

- C. Provide any equipment, material and labor necessary to protect the site, the building, its contents and occupants, pedestrians, and surrounding landscaped and paved areas from damage due to the construction work or from inclement weather during construction.
- D. Do not perform work during inclement weather. Protect incomplete work and the building from damage by inclement weather which may occur unexpectedly. Make all work areas watertight at the end of each day's work.
- E. Frequently clean up all refuse, rubbish, scrap materials and debris so the work site presents a neat, orderly and workmanlike appearance.
- F. Carefully clean the roof to remove all residual debris when work is complete. After cleaning the roof, thoroughly clean all drain sumps, drain lines, leader heads and leaders. Do not allow debris to enter the drainage system.

3.9 ROOF INSPECTIONS BY MANUFACTURER

- A. Arrange for an authorized representative of the roofing Manufacturer to make a minimum of three inspections and provide a written report to the Architect and Owner within one week following each inspection, in accordance with this schedule:
 - 1. First inspection during the first two days of new roof installation.
 - 2. Second inspection when roofing is approximately 1/2 complete.
 - 3. Third inspection when all SBS roofing and flashings are installed.
- B. Provide 72 hours advance written notice to the Architect and Owner, so they may have representatives attend the inspection.
- C. Payment requisitions will not be reviewed or approved until the inspection reports are received.

END OF SECTION

SECTION 076200 - SHEET METAL FLASHINGS & SPECIALTIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. The Work of this Section includes providing all plant, labor, materials, equipment, testing and services necessary to complete the work shown on the schedules, keynotes, drawings, as specified herein, and as may be required by conditions and authorities having jurisdiction, including, but not limited to, the following:

- 1. Sheet metal work that is compatible with the roofing systems specified, including cap flashings, hook strips, fascia, drip edges, gravel stops, copings, scuppers, leaders, and miscellaneous flashings.

- B. Related Requirements

- 1. Concrete Unit masonry Section - Section 042200
 - 2. Miscellaneous Rough Carpentry - Section 061053
 - 3. SBS Modified Bitumen Roofing - Section 075216

1.3 CODE APPROVAL REQUIREMENTS

- A. Fabricate and install roof perimeter flashings that comply with the NY State Uniform Fire Prevention and Building Code and with ANSI/SPRI ES-1 "Wind Design Standard for Edge Systems Used with Low Slope Roofing Systems" requirements.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications:

- 1. A firm (Installer) with at least 5 continuous years experience performing sheet metal work similar to that required for this project, employing personnel skilled in the work specified.
 - 2. The Installer shall provide a reference list of at least three previously completed projects of comparable size and similar design, within a fifty mile radius of this project, which may be observed by representatives of the Owner:
 - a. The reference list shall include at a minimum, the completion date, a description of the work performed, the Owner's name - contact person - phone number and address and the Architect's name - contact person and phone number.
 - b. The Installer shall provide the reference list prior to contract award if requested.
 - 3. The Installer shall directly employ the personnel performing the work of this section.

4. The Installer shall have a full time supervisor on the roof when work is in progress. The Supervisor shall have a minimum of 5 years experience with work similar in nature and scope to this project, and speak fluent English.
 - a. The Installer shall provide the Supervisor's resume prior to contract award if requested.
- B. Material Quality: Obtain each product from a single Manufacturer which has manufactured the same product in the United States of America for not less than 5 continuous years.
 1. Obtain copper and pre-finished sheet metal items from the same mill and paint run to maintain consistent color hue and surface finish.
- C. Pre-Construction Conference: Meet at the project site between one and two weeks prior to starting work, with the Architect, Owner and other representatives concerned about the work, to discuss the following:
 1. How the building will be kept watertight as work progresses.
 2. How sheet metal work will be coordinated with the installation of the wood blocking, cover board, roofing, flashings, roof accessories and other items to provide a watertight installation.
 3. Generally accepted industry practice and the Manufacturer's instructions for handling and installing his products.
 4. The condition of the substrate, curbs, penetrations and other preparatory work needed.
 5. Incomplete submittals; note that progress payments will not be processed until all submittals are received and approved.
 6. The construction schedule, weather forecast, availability of materials, personnel, equipment and facilities needed to proceed and complete the work on schedule.
 7. A schedule for Manufacturer and Architect inspections.

1.5 SUBMITTALS

- A. Submit the following items far enough in advance to obtain approval prior to performing any work:
 1. Pre-work site and building inspection report with photos to document conditions before work starts.
 2. 2 foot long samples of each sheet metal item, to show how it will relate and fit on adjoining masonry and wood blocking assemblies, and with the roof, stripping, and flashings.
 3. 6 inch square pieces of each type of sheet metal to show surface finish, texture and color.
 4. Technical literature for each type of sheet metal, sealant and fastener.

5. A sample of the Contractor's guarantee form.
6. Simultaneously provide all technical submittals needed for this project, for all technical sections, collated by section.
 - a. Technical submittals shall be prepared and made by the firm that will perform the actual work.
- E. Safety Data Sheets: Simultaneously provide all Safety Data Sheets needed for this project, for all specification sections - collated by section, in three ring binders. Provide two binders for each building.
- F. Payment requisitions will not be processed until all submittals are received and approved.

1.6 JOB MOCK-UPS – NOT USED

1.7 GUARANTEE

- A. Provide a Contractor's written Guarantee which warrants that all work will remain free of material and workmanship defects and in a watertight condition for a five year period beginning upon Final Completion:
 1. Defective work includes but is not limited to the following types of failure: peeling paint, leakage, adhesive separation, delamination, lifting, loosening, splitting, cracking, and undue expansion.
 2. The Contractor's Guarantee shall provide that the Contractor will make the repairs and modifications necessary to enable the work to perform as warranted at his own expense.
 3. The Guarantee shall include the removal and replacement of items or materials installed as part of the original work, if removal is needed to affect guaranteed repairs.
- B. Provide one Contractor's Guarantee that covers "all work performed" when a single contractor is awarded work specified in multiple Sections.
- C. The Guarantee shall be issued no more than 30 days before the satisfactory completion of punch list work.
- D. The Contractor's Surety Company may add a rider to the Performance Bond which clarifies that Bond Coverage expires two years after Final Completion; i.e., Performance Bond Coverage does not run for the entire five year term of the Contractor's Guarantee.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Copper sheet: ASTM B370, 99.0 % pure copper, thickness 16 ounces per square foot. Use copper for all metal items not otherwise indicated
- B. Zinc-Tin coated copper: copper sheet, coated on both sides, with a smooth uniform coating of zinc and tin, base metal weight 16 ounces per square foot, cold rolled temper, available as FreedomGray Copper by Revere.

- C. Solder:
 - 1. 50-50 tin and lead for plain copper, supplied in one pound bars with the alloy mixture stamped into the bar by the Manufacturer.
 - 2. Lead free / or pure tin solder for zinc-tin coated copper, Number 497 by Johnson Manufacturing.
- D. Flux:
 - 1. Water-Soluble Liquid Flux, Kester #3345 for iron soldering of brass and copper.
 - 2. Tin-bearing flux such as "Flux-N-Solder E127 with pure tin" by Johnson Manufacturing.
- E. Aluminum fascias, hook strips, gravel stops and miscellaneous trim: #3105-H14 alloy aluminum, minimum thickness .050 inches unless otherwise indicated, factory finished with a Fluoropolymer Kynar 500 finish, color as selected by the Architect, from the full range of custom and standard colors.
- F. Fasteners: stainless steel, or to match the sheet metal being fastened.
- G. Underlayment: one ply of high temperature ice & water shield and one ply of 5 pound rosin paper.
- H. Exterior mounted scupper accessories: 16 ounce copper ogee style miters and outlet tubes, concealed brass fascia brackets, and copper wire basket strainers.
- I. Sealant: High performance, solvent free, formulated and moisture curing silyl-terminated polyether sealant, ASTM C-920, Type S, Grade NS, Class 25, NovaLink construction sealant by ChemLink, color as selected.
- J. Ice and Water Shield: high temperature 30 mil thick slip resistant buytl based adhesive coated sheet, with a plastic release layer for peel and stick application directly to a prepared roof deck: Grace Ultra.

PART 3 - EXECUTION

3.1 GENERAL

- A. Accurately reproduce the details and design shown, and form profiles, bends and intersections, sharp, true and even. Fabricate sheet metal in the shop whenever possible, and form joints, laps, splices and connections to shed water and condensation in the direction of flow.
- B. Provide any miscellaneous flashing and sheet metal work not shown on the drawings but otherwise needed to leave the project complete and entirely watertight, neatly and carefully executed in a thorough and workmanlike manner.

3.2 INSPECTION

- A. Examine surfaces to receive work of this section and report any defects to the Owner. Commencement of work will be construed as complete acceptance of surfaces.

3.3 INSTALLATION

- A. Fabricate and install copper work in accordance with the current edition of "Copper and Common Sense" as published by the Revere Copper and Brass Company, unless otherwise indicated.

1. Form all joints, except loose locked sealant filled expansion joints, to overlap 2 inches.
 2. Secure the joints with rivets spaced 1 inch on center positioned about 1/2 inch from the top edge of the joint, then sweat solder the joint.
 3. Use solder only to fill and seal the joint, not for mechanical strength. Form soldered joints continuous, strong and free from defects, with well heated soldering irons. Do not use open flame torches for soldering.
 4. Clean soldered joints daily, immediately after soldering, by washing them with soap and water applied with a soft bristle brush, then rinsing with clear water.
- B. Securely fasten and anchor all work, and make provisions for thermal expansion. Submit details of expansion joints for approval. Install fasteners through one edge of metal only, use a hook strip on the other edge.
- C. Use stainless steel pin Zamac type nail-in fasteners, or stainless steel screws and washers with neoprene inserts where fasteners will be exposed.

3.4 CAP FLASHINGS

- A. Install new aluminum cap flashings in saw cut reglets in the masonry walls properly joined to all related materials in a watertight manner.

3.5 COPINGS

- A. Fabricate new copings to engage a continuous 3/4 inch wide hook strip under the outside face, and fasten the copings with exposed stainless steel screws & washers with neoprene inserts / Zamac type nail-in fasteners, driven through 1 inch diameter stainless steel washers with neoprene inserts spaced 18 inches apart through the inside face 1 inch above the bottom hem.
1. Install 6 inch wide cover plates set into a solid bed of sealant at all joints. Overlap, rivet and install sealant at all miters and special conditions. Form the coping to turn up 6 inches at all rising walls, and cover the turn up with a cap flashing.

3.6 DRIP EDGES

- A. Fabricate drip edges to extend 1-1/2 inches past the roof edge, and turn down to ensure water cannot track back and run down the fascia. Secure the drip edge with roofing nails along the top edge, spaced 4 inches apart along the raw metal edge. Form joints in the drip edge with 6 inch wide concealed under plates which duplicate the profile of the drip edge. Set the underplates in a full bed of sealant.

3.7 HOOK STRIPS

- A. Form continuous hook strips with locks that engage the superimposed trim piece a minimum of 3/4 inch, and to cover the entire underside edge of the wood blocking and neatly extend to the building wall.
- B. Fasten hook strips along their bottom edge, just above the 45 degree bend, with nails spaced 4 inches on center into underlying wood blocking; Zamac type nail-in type fasteners spaced 8

inches on center into masonry surfaces, or screws spaced 8 inches on-center into sheet metal surfaces.

3.8 FASCIA

- A. Fabricate new fascia to engage the hook strip 3/4 inch minimum and extend to the top of the wood fascia blocking. Secure the fascia with a continuous hook strip along the bottom edge and roofing nails along the top edge spaced 8 inches apart, positioned to be covered by the roof edge trim. Form joints in the fascia with 6 inch wide concealed under plates which duplicate the profile of the fascia. Set the underplates in a full bed of sealant.

3.9 GUTTERS & DOWNSPOUTS

- A. Carefully remove and save the existing gutters and downspouts, then reinstall them as the work progresses.
 - 1. Furnish and install new hidden fascia brackets as needed to augment the existing brackets to support the gutters with brackets positioned 12 inches on center.
 - 2. Install new inside and outside miters; rivet and solder the miters to the existing gutters.
 - 3. Install new drop tubes and wire basket strainers.
 - 4. Install new downspout elbows, straps and pieces of downspout as needed to augment and reset the existing downspouts; secure the downspouts with leader straps positioned approximately 7 feet apart, and at the same heights all around the building.

3.10 GRAVEL STOPS

- A. Fabricate new gravel stops with 4 inch wide nailing flanges. Secure the gravel stop with a continuous hook strip and by nailing the flange 4 inches apart along the raw edge with roofing nails. Form joints in the gravel stop with a 6 inch wide underplates set in a full bed of sealant. Form the gravel stop to turn up 5 inches at rising walls, extend the stripping up the wall and terminate it under a cap flashing.

3.11 CLEANING, PROTECTION AND WATERTIGHTNESS

- A. Inspect the interior and exterior of the building and grounds, and submit a written report with photos to document any pre-existing leakage or damage, prior to performing any work.
- B. The Owner will conduct a similar inspection at the completion of the work, and the Contractor will be charged for all leakage or damage which was not documented in the Contractor's report, or repaired to the Owners satisfaction at the Contractor's expense.
- C. Provide any equipment, material and labor necessary to protect the site, the building, its contents and occupants, pedestrians, and surrounding landscaped and paved areas from damage due to the construction work or from inclement weather during construction.
- D. Do not perform work during inclement weather. Protect incomplete work and the building from damage by inclement weather which may occur unexpectedly. Make all work areas watertight at the end of each day's work.

- E. Frequently clean up all refuse, rubbish, scrap materials and debris so the work site presents a neat, orderly and workmanlike appearance.
- F. Carefully clean the roof to remove all residual debris when work is complete. After cleaning the roof, thoroughly clean all drain sumps, drain lines, leader heads and leaders. Do not allow debris to enter the drainage system.

END OF SECTION

SECTION 079200 - JOINT SEALANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Silicone joint sealants.
 - 2. Butyl joint sealants.
 - 3. Latex joint sealants.

1.3 ACTION SUBMITTALS

- A. Product Data: For each joint-sealant product.
- B. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.
- C. 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.

1.4 WARRANTY

- A. Special Installer's Warranty: Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
 - 1. Warranty Period: Two years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 JOINT SEALANTS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.
- B. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.
- C. Manufacturers: Dow/Corning, General electric, Pecora

2.2 SILICONE JOINT SEALANTS

- A. Silicone, S, NS, 50, NT: Single-component, nonsag, plus 50 percent and minus 50 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 50, Use NT.

2.3 BUTYL JOINT SEALANTS

- A. Butyl-Rubber-Based Joint Sealants: ASTM C 1311.

2.4 LATEX JOINT SEALANTS

- A. Acrylic Latex: Acrylic latex or siliconized acrylic latex, ASTM C 834, Type OP, Grade NF.

2.5 JOINT-SEALANT BACKING

- A. Sealant Backing Material, General: Nonstaining; compatible with joint substrates, sealants, primers, and other joint fillers; and approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin) Type O (open-cell material) 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.

2.6 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
 - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
 - 2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air.
 - 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.
- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

- C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 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 C 1193 unless otherwise indicated.

3.4 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.

3.5 PROTECTION

- A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out, remove, and repair damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

3.6 JOINT-SEALANT SCHEDULE

- A. Joint-Sealant Application: Interior joints in vertical surfaces and horizontal nontraffic surfaces not subject to significant movement.
 - 1. Joint Locations:
 - a. Control joints on exposed interior surfaces of exterior walls.
 - b. Perimeter joints between interior wall surfaces and frames of interior doors and windows.
 - c. Other joints as indicated on Drawings.
 - 2. Joint Sealant: Acrylic latex.
 - 3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.
- B. Joint-Sealant Application: Mildew-resistant interior joints in vertical surfaces and horizontal nontraffic surfaces.
 - 1. Joint Locations:
 - a. Joints between plumbing fixtures and adjoining walls, floors, and counters.
 - b. Tile control and expansion joints where indicated.
 - c. Other joints as indicated on Drawings.
 - 2. Joint Sealant: Silicone, mildew resistant, acid curing, S, NS, 25, NT
 - 3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.
- C. Joint-Sealant Application: Concealed mastics.
 - 1. Joint Locations:
 - a. Aluminum thresholds.
 - b. Sill plates.
 - c. Other joints as indicated on Drawings.
 - 2. Joint Sealant: Butyl-rubber based.
 - 3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

END OF SECTION 079200

SECTION 081113 - HOLLOW METAL DOORS AND FRAMES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes:
 - 1. Interior standard steel doors and frames.
- B. Related Requirements:
 - 1. Section 087100 Door Hardware for door hardware for hollow-metal doors.

1.3 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.
- B. Coordinate requirements for installation of door hardware, electrified door hardware, and access control and security systems.

1.4 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:
 - 1. 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.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver hollow-metal doors and frames palletized, packaged, or crated to provide protection during transit and Project-site storage. Do not use nonvented 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 doors and frames vertically under cover at Project site with head up. Place on minimum 4-inch- (102-mm-) high wood blocking. Provide minimum 1/4-inch (6-mm) space between each stacked door to permit air circulation.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Pioneer Industries
- B. Bilt-Rite Steel Buck Corp.

2.2 PERFORMANCE 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.

2.3 INTERIOR STANDARD STEEL DOORS AND FRAMES

- A. Construct hollow-metal doors and frames to comply with standards indicated for materials, fabrication, hardware locations, hardware reinforcement, tolerances, and clearances, and as specified.
- B. Standard-Duty Doors and Frames: SDI A250.8, Level 1; SDI A250.4, Level C. At locations indicated in the Door and Frame Schedule.
 - 1. Doors:
 - a. Type: As indicated in the Door and Frame Schedule.
 - b. Thickness: **1-3/8 inches (34.9 mm)**.
 - c. Face: Uncoated steel sheet, minimum thickness of 18 gal.
 - d. Edge Construction: Model 1, Full Flush
 - e. Edge Bevel: Provide manufacturer's standard beveled or square edges.
 - f. Core: Manufacturer's standard
 - g. Fire-Rated Core: Manufacturer's standard vertical steel stiffener core for fire-rated doors.

2. Frames:
 - a. Materials: Uncoated steel sheet, minimum thickness of 0.042 inch (1.0 mm).
 - b. Construction: Welded.
3. Exposed Finish: Prime.

2.4 FRAME ANCHORS

- A. Jamb Anchors:
 1. Type: Anchors of minimum size and type required by applicable door and frame standard, and suitable for performance level indicated.
 2. Quantity: Minimum of three anchors per jamb, with one additional anchor for frames with no floor anchor. Provide one additional anchor for each 24 inches (610 mm) of frame height above 7 feet (2.1 m).
 3. Postinstalled Expansion Anchor: Minimum 3/8-inch- (9.5-mm-) diameter bolts with expansion shields or inserts, with manufacturer's standard pipe spacer.
- B. Floor Anchors: Provide floor anchors for each jamb and mullion that extends to floor.
- C. Floor Anchors for Concrete Slabs with Underlayment: Adjustable-type anchors with extension clips, allowing not less than 2-inch (51-mm) height adjustment. Terminate bottom of frames at top of underlayment.
- D. Material: ASTM A 879/A 879M, Commercial Steel (CS), 04Z (12G) coating designation; mill phosphatized.

2.5 MATERIALS

- A. Cold-Rolled Steel Sheet: ASTM A 1008/A 1008M, Commercial Steel (CS), Type B; suitable for exposed applications.
- B. Hot-Rolled Steel Sheet: ASTM A 1011/A 1011M, Commercial Steel (CS), Type B; free of scale, pitting, or surface defects; pickled and oiled.
- C. Metallic-Coated Steel Sheet: ASTM A 653/A 653M, Commercial Steel (CS), Type B.
- D. Inserts, Bolts, and Fasteners: Hot-dip galvanized according to ASTM A 153/A 153M.
- E. Power-Actuated Fasteners in Concrete: Fastener system of type suitable for application indicated, fabricated from corrosion-resistant materials, with clips or other accessory devices for attaching hollow-metal frames of type indicated.
- F. Mineral-Fiber Insulation: ASTM C 665, Type I (blankets without membrane facing); consisting of fibers manufactured from slag or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively; passing ASTM E 136 for combustion characteristics.

2.6 FABRICATION

- A. Hollow-Metal Frames: Fabricate in one piece except where handling and shipping limitations require multiple sections. Where frames are fabricated in sections, provide alignment plates or angles at each joint, fabricated of metal of same or greater thickness as frames.
 - 1. 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 welding, or by rigid mechanical anchors.
 - 2. Provide countersunk, flat- or oval-head exposed screws and bolts for exposed fasteners unless otherwise indicated.
 - 3. 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. Hardware Preparation: Factory prepare hollow-metal doors and frames to receive templated mortised hardware, and electrical wiring; include cutouts, reinforcement, mortising, drilling, and tapping according to SDI A250.6, the Door Hardware Schedule, and templates.
 - 1. Reinforce doors and frames to receive nontemplated, mortised, and surface-mounted door hardware.
 - 2. Comply with BHMA A156.115 for preparing hollow-metal doors and frames for hardware.

2.7 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 SDI A250.10; recommended by primer manufacturer for substrate; compatible with substrate and field-applied coatings despite prolonged exposure.

PART 3 - EXECUTION

3.1 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. Touch up factory-applied finishes where spreaders are removed.
- B. Drill and tap doors and frames to receive nontemplated, mortised, and surface-mounted door hardware.

3.2 INSTALLATION

- A. General: Install hollow-metal doors and frames plumb, rigid, properly aligned, and securely fastened in place. Comply with approved Shop Drawings and with manufacturer's written instructions.

- B. Hollow-Metal Frames: Comply with SDI A250.11.
1. Set frames accurately in position; plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is complete, remove temporary braces without damage to completed Work.
 2. Floor Anchors: Secure with postinstalled expansion anchors.
 3. 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 or mortar.
 5. 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.
 6. Installation Tolerances: Adjust hollow-metal frames to the following tolerances:
 - a. Squareness: Plus or minus 1/16 inch (1.6 mm), measured at door rabbet on a line 90 degrees from jamb perpendicular to frame head.
 - b. Alignment: Plus or minus 1/16 inch (1.6 mm), measured at jambs on a horizontal line parallel to plane of wall.
 - c. Twist: Plus or minus 1/16 inch (1.6 mm), measured at opposite face corners of jambs on parallel lines, and perpendicular to plane of wall.
 - d. Plumbness: Plus or minus 1/16 inch (1.6 mm), measured at jambs at floor.
- C. Hollow-Metal Doors: Fit and adjust hollow-metal doors accurately in frames, within clearances specified below.
1. Non-Fire-Rated Steel Doors: Comply with SDI A250.8.

3.3 CLEANING AND TOUCHUP

- A. 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.
- B. Metallic-Coated Surface Touchup: Clean abraded areas and repair with galvanizing repair paint according to manufacturer's written instructions.
- C. Factory-Finish Touchup: Clean abraded areas and repair with same material used for factory finish according to manufacturer's written instructions.
- D. Touchup Painting: Cleaning and touchup painting of abraded areas of paint are specified in painting Sections.

END OF SECTION 081113

SECTION 085113 - ALUMINUM WINDOWS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes aluminum windows for exterior locations.

1.2 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: Include plans, elevations, sections, hardware, accessories, insect screens, operational clearances, and details of installation, including anchor, flashing, and sealant installation.
- C. Samples: For each exposed product and for each color specified.

1.4 INFORMATIONAL SUBMITTALS

- A. Product test reports.
- B. Sample warranties.

1.5 WARRANTY

- A. Manufacturer's Warranty: Manufacturer agrees to repair or replace aluminum windows that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period:
 - a. Window: 10 years from date of Substantial Completion.
 - b. Glazing Units: Five years from date of Substantial Completion.
 - c. Aluminum Finish: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 WINDOW PERFORMANCE REQUIREMENTS

- A. Product Standard: Comply with AAMA/WDMA/CSA 101/I.S.2/A440 for definitions and minimum standards of performance, materials, components, accessories, and fabrication unless more stringent requirements are indicated.
 - 1. Window Certification: AAMA certified with label attached to each window.
- B. Performance Class and Grade: AAMA/WDMA/CSA 101/I.S.2/A440 as follows:
 - 1. Minimum Performance Class: AW.
 - 2. Minimum Performance Grade: 40.
- C. Thermal Transmittance: NFRC 100 maximum whole-window U-factor of 0.30 Btu/sq. ft. x h x deg F (1.71 W/sq. m x K).
- D. Solar Heat-Gain Coefficient (SHGC): NFRC 200 maximum whole-window SHGC of 0.27.
- E. Condensation-Resistance Factor (CRF): Provide aluminum windows tested for thermal performance according to AAMA 1503, showing a CRF of 52.
- F. Thermal Movements: Provide aluminum windows, including anchorage, that allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures by preventing buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
 - 1. Temperature Change: 120 deg F (67 deg C) ambient;

2.2 ALUMINUM WINDOWS

- A. Operating Types: Fixed and Sliding
- B. Frames and Sashes: Aluminum extrusions complying with AAMA/WDMA/CSA 101/I.S.2/A440.
 - 1. Thermally Improved Construction: Fabricate frames, sashes, and muntins with an integral, concealed, low-conductance thermal barrier located between exterior materials and window members exposed on interior side in a manner that eliminates direct metal-to-metal contact.
- C. Insulating-Glass Units: ASTM E 2190.
 - 1. Glass: ASTM C 1036, Type 1, Class 1, q3.
 - a. Tint: Clear.
 - 2. Lites: Two.

3. Filling: Fill space between glass lites with argon.
 4. Low-E Coating: Pyrolytic on second surface.
- D. Glazing System: Manufacturer's standard factory-glazing system that produces weathertight seal.
- E. Hardware, General: Provide manufacturer's standard corrosion-resistant hardware sized to accommodate sash weight and dimensions.
1. Exposed Hardware Color and Finish: As selected by Architect from manufacturer's full range.
- F. Horizontal-Sliding Window Hardware:
1. Sill Cap/Track: Designed to comply with performance requirements indicated and to drain to the exterior.
 2. Locks and Latches: Operated from the inside only.
 3. Roller Assemblies: Low-friction design.
- G. Weather Stripping: Provide full-perimeter weather stripping for each operable sash unless otherwise indicated.
- H. Fasteners: Noncorrosive and compatible with window members, trim, hardware, anchors, and other components.
1. Exposed Fasteners: Do not use exposed fasteners to greatest extent possible. For application of hardware, use fasteners that match finish hardware being fastened.

2.3 INSECT SCREENS

- A. General: Fabricate insect screens to integrate with window frame. Provide screen for each operable exterior sash. Screen wickets are not permitted.
1. Type and Location: Half, outside for sliding sashes.
- B. Aluminum Frames: Complying with SMA 1004 or SMA 1201.
- C. Glass-Fiber Mesh Fabric: 20-by-20 0.85-by-0.85-mm mesh of PVC-coated, glass-fiber threads; woven and fused to form a fabric mesh resistant to corrosion, shrinkage, stretch, impact damage, and weather deterioration. Comply with ASTM D 3656/D 3656M.
1. Mesh Color: Manufacturer's standard.

2.4 FABRICATION

- A. Fabricate aluminum windows in sizes indicated. Include a complete system for assembling components and anchoring windows.
- B. Glaze aluminum windows in the factory.
- C. Weather strip each operable sash to provide weathertight installation.

- D. Weep Holes: Provide weep holes and internal passages to conduct infiltrating water to exterior.
- E. Provide water-shed members above side-hinged sashes and similar lines of natural water penetration.
- F. Mullions: Provide mullions and cover plates, matching window units, complete with anchors for support to structure and installation of window units. Allow for erection tolerances and provide for movement of window units due to thermal expansion and building deflections. Provide mullions and cover plates capable of withstanding design wind loads of window units.
- G. Complete fabrication, assembly, finishing, hardware application, and other work in the factory to greatest extent possible. Disassemble components only as necessary for shipment and installation.

2.5 ALUMINUM FINISHES

- A. Baked-Enamel Finish: AA-C12C42R1x (Chemical Finish: cleaned with inhibited chemicals; Chemical Finish: acid-chromate-fluoride-phosphate conversion coating; Organic Coating: as specified below). Apply baked enamel complying with paint manufacturer's written instructions for cleaning, conversion coating, and painting.
 - 1. Organic Coating: Thermosetting, modified-acrylic or polyester enamel primer/topcoat system complying with AAMA 2603, except with a minimum dry film thickness of 1.5 mils (0.04 mm), medium gloss.
 - 2. Color: As selected by Architect from full range of industry colors and color densities.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Comply with manufacturer's written instructions for installing windows, hardware, accessories, and other components. For installation procedures and requirements not addressed in manufacturer's written instructions, comply with installation requirements in ASTM E 2112.
- B. Install windows level, plumb, square, true to line, without distortion or impeding thermal movement, anchored securely in place to structural support, and in proper relation to wall flashing and other adjacent construction to produce weathertight construction.
- C. Install windows and components to drain condensation, water penetrating joints, and moisture migrating within windows to the exterior.
- D. Separate aluminum and other corrodible surfaces from sources of corrosion or electrolytic action at points of contact with other materials.
- E. Adjust operating sashes and hardware for a tight fit at contact points and weather stripping for smooth operation and weathertight closure.
- F. Clean exposed surfaces immediately after installing windows. Avoid damaging protective coatings and finishes. Remove excess sealants, glazing materials, dirt, and other substances.

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- G. Remove and replace glass that has been broken, chipped, cracked, abraded, or damaged during construction period.

END OF SECTION 085113

SECTION 087100 - DOOR HARDWARE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Mechanical door hardware for the following:
 - a. Swinging doors.

1.3 COORDINATION

- A. Installation Templates: Distribute for doors, frames, and other work specified to be factory prepared. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing door hardware to comply with indicated requirements.
- B. Security: Coordinate installation of door hardware, keying, and access control with Owner.
- C. Existing Openings: Where hardware components are scheduled for application to existing construction or where modifications to existing door hardware are required, field verify existing conditions and coordinate installation of door hardware to suit opening conditions and to provide proper door operation.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
- B. Samples: For each exposed product in each finish specified, in manufacturer's standard size.
 - 1. Tag Samples with full product description to coordinate Samples with door hardware schedule.
- C. Samples for Initial Selection: For each type of exposed finish.

- D. Door Hardware Schedule: Prepared by or under the supervision of Installer's Architectural Hardware Consultant. Coordinate door hardware schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware.
 - 1. Submittal Sequence: Submit door hardware schedule concurrent with submissions of Product Data, Samples, and Shop Drawings. Coordinate submission of door hardware schedule with scheduling requirements of other work to facilitate the fabrication of other work that is critical in Project construction schedule.
 - 2. Format: Use same scheduling sequence and format and use same door numbers as in door hardware schedule in the Contract Documents.
 - 3. Content: Include the following information:
 - a. Identification number, location, hand, fire rating, size, and material of each door and frame.
 - b. Locations of each door hardware set, cross-referenced to Drawings on floor plans and to door and frame schedule.
 - c. Complete designations, including name and manufacturer, type, style, function, size, quantity, function, and finish of each door hardware product.

- E. Keying Schedule: Prepared by or under the supervision of Installer's Architectural Hardware Consultant, detailing Owner's final keying instructions for locks. Include schematic keying diagram and index each key set to unique door designations that are coordinated with the Contract Documents.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Architectural Hardware Consultant.
- B. Product Certificates: For each type of electrified door hardware.
 - 1. Certify that door hardware for use on each type and size of labeled fire-rated doors complies with listed fire-rated door assemblies.
- C. Field quality-control reports.
- D. Sample Warranty: For special warranty.

1.6 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For each type of door hardware to include in maintenance manuals.
- B. Schedules: Final door hardware and keying schedule.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Inventory door hardware on receipt and provide secure lock-up for door hardware delivered to Project site.

- B. Tag each item or package separately with identification coordinated with the final door hardware schedule, and include installation instructions, templates, and necessary fasteners with each item or package.
- C. Deliver keys to manufacturer of key control system for subsequent delivery to Owner.
- D. Deliver keys and permanent cores to Owner by registered mail or overnight package service.

1.8 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of door hardware that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Structural failures including excessive deflection, cracking, or breakage.
 - b. Faulty operation of doors and door hardware.
 - c. Deterioration of metals, metal finishes, and other materials beyond normal weathering and use.
 - 2. Warranty Period: Three years from date of Substantial Completion unless otherwise indicated below:

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Source Limitations: Obtain each type of door hardware from single manufacturer.

- 1. Manufacturers: Sargeant, Russwin, Corbin

2.2 PERFORMANCE REQUIREMENTS

- A. Fire-Rated Door Assemblies: Where fire-rated doors are indicated, provide door hardware complying with NFPA 80 that is listed and labeled by a qualified testing agency, for fire-protection ratings indicated, based on testing at positive pressure according to NFPA 252 or UL 10C.
- B. Means of Egress Doors: Latches do not require more than 15 lbf (67 N) to release the latch. Locks do not require use of a key, tool, or special knowledge for operation.
- C. Accessibility Requirements: For door hardware on doors in an accessible route, comply with the DOJ's "2010 ADA Standards for Accessible Design"
 - 1. Provide operating devices that do not require tight grasping, pinching, or twisting of the wrist and that operate with a force of not more than 5 lbf (22.2 N).
 - 2. Comply with the following maximum opening-force requirements:

- a. Interior, Non-Fire-Rated Hinged Doors: 5 lbf (22.2 N) applied perpendicular to door.
 - b. Fire Doors: Minimum opening force allowable by authorities having jurisdiction.
3. Bevel raised thresholds with a slope of not more than 1:2. Provide thresholds not more than 1/2 inch (13 mm) high.
 4. Adjust door closer sweep periods so that, from an open position of 90 degrees, the door will take at least 5 seconds to move to a position of 12 degrees from the latch.
 5. Adjust spring hinges so that, from an open position of 70 degrees, the door will take at least 1.5 seconds to move to the closed position.

2.3 SCHEDULED DOOR HARDWARE

- A. Provide products for each door that comply with requirements indicated in Part 2 and door hardware schedule.

1. Door hardware is scheduled in Part 3.

2.4 HINGES

- A. Hinges: BHMA A156.1. Provide template-produced hinges for hinges installed on hollow-metal doors and hollow-metal frames.

2.5 MECHANICAL LOCKS AND LATCHES

- A. Lock Functions: As indicated in door hardware schedule.
- B. Lock Throw: Comply with testing requirements for length of bolts required for labeled fire doors, and as follows:
 1. Bored Locks: Minimum 1/2-inch (13-mm) latchbolt throw.
 2. Deadbolts: Minimum 1-inch (25-mm) bolt throw.
- C. Lock Backset: 2-3/4 inches (70 mm) unless otherwise indicated.
- D. Lock Trim:
 1. Description: As indicated on Schedule
 2. Levers: Cast. Escutcheons (Roses): Cast.
 3. Dummy Trim: Match lever lock trim and escutcheons.
- E. Strikes: Provide manufacturer's standard strike for each lock bolt or latchbolt complying with requirements indicated for applicable lock or latch and with strike box and curved lip extended to protect frame; finished to match lock or latch.
- F. Bored Locks: BHMA A156.2; Grade 1; Series 4000.
- G. Push-Pull Latches: Bored, BHMA A156.2; Series 4000; with paddle handles that retract latchbolt; capable of being mounted vertically or horizontally.

1. Grade: 1.

2.6 EXIT DEVICES AND AUXILIARY ITEMS

- A. Exit Devices and Auxiliary Items: BHMA A156.3.

2.7 LOCK CYLINDERS

- A. Lock Cylinders: Tumbler type, constructed from brass or bronze, stainless steel, or nickel silver. Provide cylinder from same manufacturer of locking devices.
- B. Standard Lock Cylinders: BHMA A156.5; Grade 1 permanent cores; face finished to match lockset.
 1. Core Type: Removable.
- C. Construction Master Keys: Provide cylinders with feature that permits voiding of construction keys without cylinder removal. Provide 10 construction master keys.
- D. Construction Cores: Provide construction cores that are replaceable by permanent cores. Provide 10 construction master keys.

2.8 KEYING

- A. Keying System: Factory registered, complying with guidelines in BHMA A156.28, appendix. Provide one extra key blank for each lock. Incorporate decisions made in keying conference.
 1. No Master Key System: Only change keys operate cylinders.
 - a. Provide three cylinder change keys.
 2. Keyed Alike: Key all cylinders to same change key.
- B. Keys: Nickel silver.

2.9 OPERATING TRIM

- A. Operating Trim: BHMA A156.6; bronze unless otherwise indicated.

2.10 SURFACE CLOSERS

- A. Surface Closers: BHMA A156.4; rack-and-pinion hydraulic type with adjustable sweep and latch speeds controlled by key-operated valves and forged-steel main arm. Comply with manufacturer's written instructions for size of door closers depending on size of door, exposure to weather, and anticipated frequency of use. Provide factory-sized closers, adjustable to meet field conditions and requirements for opening force.

2.11 DOOR GASKETING

- A. Door Gasketing: BHMA A156.22; with resilient or flexible seal strips that are easily replaceable and readily available from stocks maintained by manufacturer.
- B. Maximum Air Leakage: When tested according to ASTM E 283 with tested pressure differential of 0.3-inch wg (75 Pa), as follows:

2.12 FABRICATION

- A. Manufacturer's Nameplate: Do not provide products that have manufacturer's name or trade name displayed in a visible location except in conjunction with required fire-rating labels and as otherwise approved by Architect.
 - 1. Manufacturer's identification is permitted on rim of lock cylinders only.
- B. Base Metals: Produce door hardware units of base metal indicated, fabricated by forming method indicated, using manufacturer's standard metal alloy, composition, temper, and hardness. Furnish metals of a quality equal to or greater than that of specified door hardware units and BHMA A156.18.
- C. Fasteners: Provide door hardware manufactured to comply with published templates prepared for machine, wood, and sheet metal screws. Provide screws that comply with commercially recognized industry standards for application intended, except aluminum fasteners are not permitted. Provide Phillips flat-head screws with finished heads to match surface of door hardware unless otherwise indicated.
 - 1. Concealed Fasteners: For door hardware units that are exposed when door is closed, except for units already specified with concealed fasteners. Do not use through bolts for installation where bolt head or nut on opposite face is exposed unless it is the only means of securely attaching the door hardware. Where through bolts are used on hollow door and frame construction, provide sleeves for each through bolt.
 - 2. Fire-Rated Applications:
 - a. Wood or Machine Screws: For the following:
 - 1) Hinges mortised to doors or frames; use threaded-to-the-head wood screws for wood doors and frames.
 - 2) Strike plates to frames.
 - 3) Closers to doors and frames.
 - b. Steel Through Bolts: For the following unless door blocking is provided:
 - 1) Surface hinges to doors.
 - 2) Closers to doors and frames.
 - 3) Surface-mounted exit devices.
 - 3. Spacers or Sex Bolts: For through bolting of hollow-metal doors.

4. Gasketing Fasteners: Provide noncorrosive fasteners for exterior applications and elsewhere as indicated.

2.13 FINISHES

- A. Provide finishes complying with BHMA A156.18 as indicated in door hardware schedule.
- B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- C. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine doors and frames, with Installer present, for compliance with requirements for installation tolerances, labeled fire-rated door assembly construction, wall and floor construction, and other conditions affecting performance of the Work.
- B. Examine roughing-in for electrical power systems to verify actual locations of wiring connections before electrified door hardware installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Steel Doors and Frames: For surface-applied door hardware, drill and tap doors and frames according to ANSI/SDI A250.6.
- B. Wood Doors: Comply with door and hardware manufacturers' written instructions.

3.3 INSTALLATION

- A. Mounting Heights: Mount door hardware units at heights to comply with DHI's "Recommended Locations for Architectural Hardware for Wood Flush Doors."
- B. Install each door hardware item to comply with manufacturer's written instructions. Where cutting and fitting are required to install door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing work. Do not install surface-mounted items until finishes have been completed on substrates involved.

1. Set units level, plumb, and true to line and location. Adjust and reinforce attachment substrates as necessary for proper installation and operation.
 2. Drill and countersink units that are not factory prepared for anchorage fasteners. Space fasteners and anchors according to industry standards.
- C. Hinges: Install types and in quantities indicated in door hardware schedule, but not fewer than the number recommended by manufacturer for application indicated or one hinge for every **30 inches (750 mm)** of door height, whichever is more stringent, unless other equivalent means of support for door, such as spring hinges or pivots, are provided.
- D. Lock Cylinders: Install construction cores to secure building and areas during construction period.
- E. Key Control System:
- F. Thresholds: Set thresholds for exterior doors and other doors indicated in full bed of sealant complying with requirements specified in Section 079200 "Joint Sealants."
- G. 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 will impede traffic.
- H. Perimeter Gasketing: Apply to head and jamb, forming seal between door and frame.
1. Do not notch perimeter gasketing to install other surface-applied hardware.
- I. Meeting Stile Gasketing: Fasten to meeting stiles, forming seal when doors are closed.
- J. Door Bottoms: Apply to bottom of door, forming seal with threshold when door is closed.

3.4 ADJUSTING

- A. Initial Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.
1. Door Closers: Adjust sweep period to comply with accessibility requirements and requirements of authorities having jurisdiction.
 2. Spring Hinges: Adjust to achieve positive latching when door is allowed to close freely from an open position of 70 degrees and so that closing time complies with accessibility requirements of authorities having jurisdiction.
 3. Electric Strikes: Adjust horizontal and vertical alignment of keeper to properly engage lock bolt.
- B. Occupancy Adjustment: Approximately three months after date of Substantial Completion, Installer's Architectural Hardware Consultant shall examine and readjust each item of door hardware, including adjusting operating forces, as necessary to ensure function of doors, door hardware, and electrified door hardware.

3.5 CLEANING AND PROTECTION

- A. Clean adjacent surfaces soiled by door hardware installation.
- B. Clean operating items as necessary to restore proper function and finish.
- C. Provide final protection and maintain conditions that ensure that door hardware is without damage or deterioration at time of Substantial Completion.

3.6 MAINTENANCE SERVICE

- A. Maintenance Tools and Instructions: Furnish a complete set of specialized tools and maintenance instructions for Owner's continued adjustment, maintenance, and removal and replacement of door hardware.

3.7 DOOR HARDWARE SCHEDULE

- A. Each Door:

| | | |
|---------------------------------|--------------------|-------------------------|
| 1. Butts | 1 -1/2 pair 4-1/2" | McKinney TB2714 |
| 2. Lockset | 1 | Sargent 49-8238 LNB |
| 3. Surface Mounted Door Closer | 1 | LCN 1461 DEL |
| 4. Overhead Stop without Holder | 1 | Glynn Johnson 81 Series |
| 5. Silencers | 3 | Ives SR64 |
| 6. Kick-Plate | 1 | Ives 8400-BHMA 630 |

END OF SECTION 087100

SECTION 089119 - FIXED LOUVERS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes fixed, extruded-aluminum louvers.
- B. Related Requirements:
 - 1. Section 131200 Pre-Engineered Building
 - 2. Section 076200 Sheet Metal Flashing

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. For louvers specified to bear AMCA seal, include printed catalog pages showing specified models with appropriate AMCA Certified Ratings Seals.
- B. Shop Drawings: For louvers and accessories. Include plans, elevations, sections, details, and attachments to other work. Show frame profiles and blade profiles, angles, and spacing.
- C. Samples: For each type of metal finish required.

1.3 INFORMATIONAL SUBMITTALS

- A. Product Test Reports: Based on tests performed according to AMCA 500-L.
- B. Windborne-debris-impact-resistance test reports.

PART 2 - PRODUCTS

- A. Delegated Design: Design louvers, including comprehensive engineering analysis by a qualified professional engineer, using structural and seismic performance requirements and design criteria indicated.
- B. Structural Performance: Louvers shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated without permanent deformation of louver components, noise or metal fatigue caused by louver-blade rattle or flutter, or permanent damage to fasteners and anchors. Wind pressures shall be considered to act normal to the face of the building.
 - 1. Wind Loads: Determine loads based on a uniform pressure of 30 lbf/sq. ft. (1436 Pa), acting inward or outward.

- C. Windborne-Debris-Impact Resistance: Louvers located within 30 feet (9.1 m) of grade shall pass basic-protection, large-missile testing requirements in ASTM E 1996 for Wind Zone 1 when tested according to ASTM E 1886. Test specimens shall be no smaller in width and length than louvers indicated for use on Project.
- D. Seismic Performance: Louvers, including attachments to other construction, shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.
 - 1. Design earthquake spectral response acceleration, short period (Sds) for Project is <Insert value>.
 - 2. Component Importance Factor: 1.5.
- E. Louver Performance Ratings: Provide louvers complying with requirements specified, as demonstrated by testing manufacturer's stock units identical to those provided, except for length and width according to AMCA 500-L.

2.2 FIXED, EXTRUDED-ALUMINUM LOUVERS

- A. Horizontal, Wind-Driven-Rain-Resistant Louver :
 - 1. Louver Depth: 4 inches (100 mm)
 - 2. Frame and Blade Nominal Thickness: Not less than [0.080 inch (2.03 mm)] [0.060 inch (1.52 mm) for blades and 0.080 inch (2.03 mm) for frames].
 - 3. Louver Performance Ratings:
 - a. Free Area: as shown on drawing.
 - b. Air Performance: Not more than 0.10-inch wg (25-Pa) static pressure drop at 600-fpm (3.0-m/s) free-area intake velocity.
 - c. Wind-Driven Rain Performance: Not less than 80 percent effectiveness when subjected to a rainfall rate of 3 inches (75 mm) per hour and a wind speed of 29 mph (13 m/s) at a core-area intake velocity of 300 fpm (1.5 m/s).
 - 4. AMCA Seal: Mark units with AMCA Certified Ratings Seal.

2.3 FIXED, FORMED-METAL LOUVERS – NOT USED

2.4 LOUVER SCREENS

- A. General: Provide screen at each exterior louver.
 - 1. Screen Location for Fixed Louvers: Interior face.
 - 2. Screening Type: Bird screening.
- B. Louver Screen Frames: Same type and form of metal as indicated for louver to which screens are attached.
- C. Louver Screening for Aluminum Louvers:
 - 1. Bird Screening: Aluminum, 1/2-inch- (13-mm-) square mesh, 0.063-inch (1.60-mm) wire.

2.5 MATERIALS

- A. Aluminum Extrusions: ASTM B 221 (ASTM B 221M), Alloy 6063-T5, T-52, or T6.
- B. Aluminum Sheet: ASTM B 209 (ASTM B 209M), Alloy 3003 or 5005 with temper as required for forming, or as otherwise recommended by metal producer for required finish.
- C. Fasteners: Use types and sizes to suit unit installation conditions.
 - 1. Use Phillips pan-head screws for exposed fasteners unless otherwise indicated.
 - 2. For fastening aluminum, use aluminum or 300 series stainless-steel fasteners.
 - 3. For color-finished louvers, use fasteners with heads that match color of louvers.
- D. Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D 1187.

2.6 FABRICATION

- A. Fabricate frames, including integral sills, to fit in openings of sizes indicated, with allowances made for fabrication and installation tolerances, adjoining material tolerances, and perimeter sealant joints.
- B. Join frame members to each other and to fixed louver blades with fillet welds threaded fasteners, or both, as standard with louver manufacturer unless otherwise indicated or size of louver assembly makes bolted connections between frame members necessary.

2.7 ALUMINUM FINISHES

- A. High-Performance Organic Finish: Two-coat fluoropolymer finish complying with AAMA 2604 and containing not less than 50 percent PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
 - 1. Color and Gloss: As selected by Architect from manufacturer's full range.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Locate and place louvers level, plumb, and at indicated alignment with adjacent work.
- B. Use concealed anchorages where possible. Provide brass or lead washers fitted to screws where required to protect metal surfaces and to make a weathertight connection.
- C. Provide perimeter reveals and openings of uniform width for sealants and joint fillers, as indicated.

- D. Protect unpainted galvanized and nonferrous-metal surfaces that are in contact with concrete, masonry, or dissimilar metals from corrosion and galvanic action by applying a heavy coating of bituminous paint or by separating surfaces with waterproof gaskets or nonmetallic flashing.

3.2 ADJUSTING

- A. Restore louvers damaged during installation and construction so no evidence remains of corrective work. If results of restoration are unsuccessful, as determined by Architect, remove damaged units and replace with new units.

END OF SECTION 089119

SECTION 092900 - GYPSUM BOARD

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Interior gypsum board.
 - 2. Tile backing panels.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.

1.4 DELIVERY, STORAGE AND HANDLING

- A. Store materials inside under cover and keep them dry and protected against weather, condensation, direct sunlight, construction traffic, and other potential causes of damage. Stack panels flat and supported on risers on a flat platform to prevent sagging.

1.5 FIELD CONDITIONS

- A. Environmental Limitations: Comply with ASTM C 840 requirements or gypsum board manufacturer's written instructions, whichever are more stringent.
- B. Do not install paper-faced gypsum panels until installation areas are enclosed and conditioned.
- C. Do not install panels that are wet, moisture damaged, and mold damaged.
 - 1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
 - 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Fire-Resistance-Rated Assemblies: For fire-resistance-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 119 by an independent testing agency.

2.2 GYPSUM BOARD, GENERAL

- A. Size: Provide maximum lengths and widths available that will minimize joints in each area and that correspond with support system indicated.

2.3 INTERIOR GYPSUM BOARD

- A. Mold-Resistant Gypsum Board: ASTM C 1396/C 1396M. With moisture- and mold-resistant core and paper surfaces.
 - 1. Manufacturer: U.S. Gypsum
 - 2. Core: As indicated.
 - 3. Long Edges: Tapered.
 - 4. Mold Resistance: ASTM D 3273, score of 10 as rated according to ASTM D 3274.

2.4 TILE BACKING PANELS

- A. Glass-Mat, Water-Resistant Backing Board: ASTM C 1178/C 1178M, with manufacturer's standard edges.
 - 1. Manufacturer: U.S. Gypsum
 - 2. Core: 1/2 inch (12.7 mm), regular type
 - 3. Mold Resistance: ASTM D 3273, score of 10 as rated according to ASTM D 3274.

2.5 TRIM ACCESSORIES

- A. Interior Trim: ASTM C 1047.
 - 1. Material: Galvanized or aluminum-coated steel sheet, rolled zinc, plastic, or paper-faced galvanized-steel sheet
 - 2. Shapes:
 - a. Cornerbead.
 - b. Bullnose bead.
 - c. LC-Bead: J-shaped; exposed long flange receives joint compound.
 - d. L-Bead: L-shaped; exposed long flange receives joint compound.
 - e. U-Bead: J-shaped; exposed short flange does not receive joint compound.
 - f. Expansion (control) joint.

2.6 JOINT TREATMENT MATERIALS

- A. General: Comply with ASTM C 475/C 475M.
- B. Joint Tape:
 - 1. Interior Gypsum Board: Paper.
 - 2. Glass-Mat Gypsum Sheathing Board: 10-by-10 glass mesh.
 - 3. Tile Backing Panels: As recommended by panel manufacturer.
- C. Joint Compound for Interior Gypsum Board: For each coat, use formulation that is compatible with other compounds applied on previous or for successive coats.
 - 1. Prefilling: At open joints, rounded or beveled panel edges, and damaged surface areas, use setting-type taping compound.
 - 2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use drying-type, all-purpose compound.
 - 3. Fill Coat: For second coat, use drying-type, all-purpose compound.
 - 4. Finish Coat: For third coat, use drying-type, all-purpose compound.
 - 5. Skim Coat: For final coat of Level 5 finish, use setting-type, sandable topping compound
- D. Joint Compound for Tile Backing Panels:
 - 1. Glass-Mat, Water-Resistant Backing Panel: As recommended by backing panel manufacturer.
 - 2. Cementitious Backer Units: As recommended by backer unit manufacturer.
 - 3. Water-Resistant Gypsum Backing Board: Use setting-type taping compound and setting-type, sandable topping compound.

2.7 AUXILIARY MATERIALS

- A. General: Provide auxiliary materials that comply with referenced installation standards and manufacturer's written instructions.
- B. Laminating Adhesive: Adhesive or joint compound recommended for directly adhering gypsum panels to continuous substrate.
- C. Steel Drill Screws: ASTM C 1002 unless otherwise indicated.
 - 1. For fastening cementitious backer units, use screws of type and size recommended by panel manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and substrates including welded hollow-metal frames and support framing, with Installer present, for compliance with requirements and other conditions affecting performance of the Work.

- B. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 APPLYING AND FINISHING PANELS, GENERAL

- A. Comply with ASTM C 840.
- B. Install ceiling panels across framing to minimize the number of abutting end joints and to avoid abutting end joints in central area of each ceiling. Stagger abutting end joints of adjacent panels not less than one framing member.
- C. Install panels with face side out. Butt panels together for a light contact at edges and ends with not more than 1/16 inch (1.5 mm) of open space between panels. Do not force into place.
- D. Locate edge and end joints over supports, except in ceiling applications where intermediate supports or gypsum board back-blocking is provided behind end joints. Do not place tapered edges against cut edges or ends. Stagger vertical joints on opposite sides of partitions. Do not make joints other than control joints at corners of framed openings.
- E. Form control and expansion joints with space between edges of adjoining gypsum panels.
- F. Cover both faces of support framing with gypsum panels in concealed spaces (above ceilings, etc.), except in chases braced internally.
 - 1. Unless concealed application is indicated or required for sound, fire, air, or smoke ratings, coverage may be accomplished with scraps of not less than 8 sq. ft. (0.7 sq. m) in area.
 - 2. Fit gypsum panels around ducts, pipes, and conduits.
 - 3. Where partitions intersect structural members projecting below underside of floor/roof slabs and decks, cut gypsum panels to fit profile formed by structural members; allow 1/4- to 3/8-inch- (6.4- to 9.5-mm-) wide joints to install sealant.
- G. Isolate perimeter of gypsum board applied to non-load-bearing partitions at structural abutments. Provide 1/4- to 1/2-inch- (6.4- to 12.7-mm-) wide spaces at these locations and trim edges with edge trim where edges of panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.
- H. Wood Framing: Install gypsum panels over wood framing, with floating internal corner construction. Do not attach gypsum panels across the flat grain of wide-dimension lumber, including floor joists and headers. Float gypsum panels over these members or provide control joints to counteract wood shrinkage.

3.3 APPLYING INTERIOR GYPSUM BOARD

- A. Install interior gypsum board in the following locations:
 - 1. Locker Room Ceilings – Mold Resistant
 - 2. Offices Furred Walls – Mold Resistant
- B. Single-Layer Application:

1. On ceilings, apply gypsum panels before wall/partition board application to greatest extent possible and at right angles to framing unless otherwise indicated.
 2. On partitions/walls, apply gypsum panels horizontally (perpendicular to framing) unless otherwise indicated or required by fire-resistance-rated assembly, and minimize end joints.
 - a. Stagger abutting end joints not less than one framing member in alternate courses of panels.
 - b. At stairwells and other high walls, install panels horizontally unless otherwise indicated or required by fire-resistance-rated assembly.
 3. On Z-shaped furring members, apply gypsum panels vertically (parallel to framing) with no end joints. Locate edge joints over furring members.
 4. Fastening Methods: Apply gypsum panels to supports with steel drill screws.
- C. Laminating to Substrate: Where gypsum panels are indicated as directly adhered to a substrate (other than studs, joists, furring members, or base layer of gypsum board), comply with gypsum board manufacturer's written instructions and temporarily brace or fasten gypsum panels until fastening adhesive has set.

3.4 APPLYING TILE BACKING PANELS

- A. Glass-Mat, Water-Resistant Backing Panels: Comply with manufacturer's written installation instructions and install at locations indicated to receive tile. Install with 1/4-inch (6.4-mm) gap where panels abut other construction or penetrations.
- B. Water-Resistant Backing Board: Install where indicated with 1/4-inch (6.4-mm) gap where panels abut other construction or penetrations.
- C. Where tile backing panels abut other types of panels in same plane, shim surfaces to produce a uniform plane across panel surfaces.

3.5 INSTALLING TRIM ACCESSORIES

- A. General: For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.
- B. Control Joints: Install control joints at locations indicated on Drawings.
- C. Interior Trim: Install in the following locations:
 1. Cornerbead: Use at outside corners.
 2. Bullnose Bead: Use where indicated.
 3. U-Bead: Use where indicated.

3.6 FINISHING GYPSUM BOARD

- A. General: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.

- B. Prefill open joints, rounded or beveled edges, and damaged surface areas.
- C. Apply joint tape over gypsum board joints, except for trim products specifically indicated as not intended to receive tape.
- D. Gypsum Board Finish Levels: Finish panels to levels indicated below and according to ASTM C 840:
 - 1. Level 1: Ceiling plenum areas, concealed areas, and where indicated.
 - 2. Level 2: Panels that are substrate for tile, Where indicated on Drawings.

3.7 PROTECTION

- A. Protect adjacent surfaces from drywall compound and promptly remove from floors and other non-drywall surfaces. Repair surfaces stained, marred, or otherwise damaged during drywall application.
- B. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.
- C. Remove and replace panels that are wet, moisture damaged, and mold damaged.
 - 1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
 - 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

END OF SECTION 092900

SECTION 093013 - CERAMIC TILING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Ceramic mosaic floor tile.
 - 2. Glazed wall tile and base.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples for Initial Selection: For tile, grout, and accessories involving color selection.

1.4 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match and are from same production runs as products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Tile and Trim Units: Furnish quantity of full-size units equal to 10 percent of amount installed for each type, composition, color, pattern, and size indicated.
 - 2. Grout: Furnish quantity of grout equal to 10 percent of amount installed for each type, composition, and color indicated.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and store packaged materials in original containers with seals unbroken and labels intact until time of use. Comply with requirements in ANSI A137.1 for labeling tile packages.
- B. Store tile and cementitious materials on elevated platforms, under cover, and in a dry location.
- C. Store aggregates where grading and other required characteristics can be maintained and contamination can be avoided.
- D. Store liquid materials in unopened containers and protected from freezing.

1.6 FIELD CONDITIONS

- A. Environmental Limitations: Do not install tile until construction in spaces is complete and ambient temperature and humidity conditions are maintained at the levels indicated in referenced standards and manufacturer's written instructions.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Source Limitations for Tile: Obtain tile of each type and color or finish from single source or producer.
 - 1. 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.
- B. Source Limitations for Setting and Grouting Materials: Obtain ingredients of a uniform quality for each mortar, adhesive, and grout component from single manufacturer and each aggregate from single source or producer.
 - 1. Obtain setting and grouting materials, except for unmodified Portland cement and aggregate, from single manufacturer.

2.2 PRODUCTS, GENERAL

- A. ANSI Ceramic Tile Standard: Provide tile that complies with ANSI A137.1 for types, compositions, and other characteristics indicated.
 - 1. Provide tile complying with Standard grade requirements unless otherwise indicated.
- B. ANSI Standards for Tile Installation Materials: Provide materials complying with ANSI A108.02, ANSI standards referenced in other Part 2 articles, ANSI standards referenced by TCNA installation methods specified in tile installation schedules, and other requirements specified.
- C. Factory Blending: For tile exhibiting color variations within ranges, blend tile in factory and package so tile units taken from one package show same range in colors as those taken from other packages and match approved Samples.
- D. Mounting: For factory-mounted tile, provide back- or edge-mounted tile assemblies as standard with manufacturer unless otherwise indicated.

2.3 TILE PRODUCTS

- A. Ceramic Tile Type CT: Factory-mounted glazed ceramic mosaic tile.
 - 1. Daltile
 - 2. Composition: Porcelain

3. Certification: Porcelain tile certified by the Porcelain Tile Certification Agency.
4. Module Size: 2 by 2 inches (50.8 by 50.8 mm).
5. Thickness: 1/4 inch (6.4 mm).
6. Face: Plain with cushion edges.
7. Surface: Smooth, without abrasive admixture.
8. Dynamic Coefficient of Friction: Not less than 0.42.
9. Finish: Mat, opaque glaze.
10. Tile Color and Pattern: As selected by Architect from manufacturer's full range.
11. Grout Color: As selected by Architect from manufacturer's full range.
12. Trim Units: Coordinated with sizes and coursing of adjoining flat tile where applicable and matching characteristics of adjoining flat tile. Provide shapes as follows, selected from manufacturer's standard shapes:

B. Ceramic Tile Type CT: Glazed wall tile.

1. Daltile
2. Module Size: 4-1/4 by 4-1/4 inches (108 by 108 mm)
3. Face Size Variation: Rectified.
4. Thickness: 5/16 inch (8 mm).
5. Face: Plain with cushion edges
6. Finish: Bright, opaque glaze.
7. Tile Color and Pattern: As selected by Architect from manufacturer's full range.
8. Grout Color: As selected by Architect from manufacturer's full range.
9. Mounting: Factory, back mounted.
10. Mounting: PregROUTED sheets of tiles are factory assembled and grouted with manufacturer's standard white silicone rubber.
11. Trim Units: Coordinated with sizes and coursing of adjoining flat tile where applicable and matching characteristics of adjoining flat tile. Provide shapes as follows, selected from manufacturer's standard shapes:
 - a. Base for Portland Cement Mortar Installations: Coved, module size [4-1/4 by 4-1/4 inches (108 by 108 mm)]
 - b. Base for Thinset Mortar Installations: Straight, module size 4-1/4 by 4-1/4 inches (108 by 108 mm)
 - c. Internal Corners: Field-buttet square corners. For coved base and cap use angle pieces designed to fit with stretcher shapes.

2.4 THRESHOLDS

- A. General: Fabricate to sizes and profiles indicated or required to provide transition between adjacent floor finishes.
1. Bevel edges at 1:2 slope, with lower edge of bevel aligned with or up to 1/16 inch (1.5 mm) above adjacent floor surface. Finish bevel to match top surface of threshold. Limit height of threshold to 1/2 inch (12.7 mm) or less above adjacent floor surface.
- B. Marble Thresholds: ASTM C 503/C 503M
1. Description: Uniform, fine- to medium-grained white stone with gray veining.

2.5 TILE BACKING PANELS

- A. Cementitious Backer Units: ANSI A118.9 or ASTM C 1325, Type A, in maximum lengths available to minimize end-to-end butt joints.
 - 1. Thickness: 1/2 inch (12.7 mm) As indicated.
- B. Fiber-Cement Backer Board: ASTM C 1288, in maximum lengths available to minimize end-to-end butt joints.
 - 1. Thickness: 1/2 inch (12.7 mm) As indicated.

2.6 SETTING MATERIALS

- A. Organic Adhesive: ANSI A136.1, Type I.

2.7 GROUT MATERIALS

- A. Sand-Portland Cement Grout: ANSI A108.10, consisting of white or gray cement and white or colored aggregate as required to produce color indicated.
- B. Standard Cement Grout: ANSI A118.6.

2.8 MISCELLANEOUS MATERIALS

- A. Trowelable Underlayments and Patching Compounds: Latex-modified, portland cement-based formulation provided or approved by manufacturer of tile-setting materials for installations indicated.
- B. 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.

2.9 MIXING MORTARS AND GROUT

- A. Mix mortars and grouts to comply with referenced standards and mortar and grout manufacturers' written instructions.
- B. Add materials, water, and additives in accurate proportions.
- C. Obtain and use type of mixing equipment, mixer speeds, mixing containers, mixing time, and other procedures to produce mortars and grouts of uniform quality with optimum performance characteristics for installations indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions where tile will be installed, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
 - 1. Verify that substrates for setting tile are firm; dry; clean; free of coatings that are 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 installation of grounds, anchors, recessed frames, electrical and mechanical units of work, and similar items located in or behind tile has been completed.
 - 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.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Fill cracks, holes, and depressions in concrete substrates for tile floors installed with adhesives with trowelable leveling and patching compound specifically recommended by tile-setting material manufacturer.
- B. Where indicated, prepare substrates to receive waterproofing by applying a reinforced mortar bed that complies with ANSI A108.1A and is sloped 1/4 inch per foot (1:50) toward drains.
- C. Blending: For tile exhibiting color variations, verify that tile has been factory blended and packaged so tile units taken from one package show same range of 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.

3.3 CERAMIC TILE INSTALLATION

- A. Comply with TCNA's "Handbook for Ceramic, Glass, and Stone Tile Installation" for TCNA installation methods specified in tile installation schedules. Comply with parts of the ANSI A108 series "Specifications for Installation of Ceramic Tile" that are referenced in TCNA installation methods, specified in tile installation schedules, and apply to types of setting and grouting materials used.
 - 1. For the following installations, follow procedures in the ANSI A108 series of tile installation standards for providing 95 percent mortar coverage:
 - a. Tile floors in wet areas.
- B. Extend tile work into recesses and under or behind equipment and fixtures to form complete covering without interruptions unless otherwise indicated. Terminate work neatly at obstructions, edges, and corners without disrupting pattern or joint alignments.

- C. 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 plates, collars, or covers overlap tile.
- D. Provide manufacturer's standard trim shapes where necessary to eliminate exposed tile edges.
- E. Where accent tile differs in thickness from field tile, vary setting-bed thickness so that tiles are flush.
- F. Jointing Pattern: Lay tile in grid pattern unless otherwise indicated. Lay out tile work and center tile fields in both directions in each space or on each wall area. Lay out tile work to minimize the use of pieces that are less than half of a tile. Provide uniform joint widths unless otherwise indicated.
 - 1. For tile mounted in sheets, make joints between tile sheets same width as joints within tile sheets so joints between sheets are not apparent in finished work.
 - 2. Where adjoining tiles on floor, base, walls, or trim are specified or indicated to be same size, align joints.
 - 3. Where tiles are specified or indicated to be whole integer multiples of adjoining tiles on floor, base, walls, or trim, align joints unless otherwise indicated.
- G. Joint Widths: Unless otherwise indicated, install tile with the following joint widths:
 - 1. Ceramic Mosaic Tile: 1/16 inch (1.6 mm).
 - 2. Glazed Wall Tile: 1/16 inch (1.6 mm).

3.4 ADJUSTING AND CLEANING

- A. Remove and replace tile that is damaged or that does not match adjoining tile. Provide new matching units, installed as specified and in a manner to eliminate evidence of replacement.
- B. Cleaning: On completion of placement and grouting, clean all ceramic tile surfaces so they are free of foreign matter.
 - 1. Remove grout residue from tile as soon as possible.
 - 2. Clean grout smears and haze from tile according to tile and grout manufacturer's written instructions but no sooner than 10 days after installation. Use only cleaners recommended by tile and grout manufacturers and only after determining that cleaners are safe to use by testing on samples of tile and other surfaces to be cleaned. Protect metal surfaces and plumbing fixtures from effects of cleaning. Flush surfaces with clean water before and after cleaning.

3.5 PROTECTION

- A. Protect installed tile work with kraft paper or other heavy covering during construction period to prevent staining, damage, and wear. If recommended by tile manufacturer, apply coat of neutral protective cleaner to completed tile walls and floors.

- B. Prohibit foot and wheel traffic from tiled floors for at least seven days after grouting is completed.
- C. Before final inspection, remove protective coverings and rinse neutral protective cleaner from tile surfaces.
- D. Interior Floor Installations, on concrete
 - 1. : TCNA F142; organic adhesive.
 - a. Ceramic Tile Type: 2"x2" Mosaic.
 - b. Grout: Standard sanded cement grout.

END OF SECTION 093013

SECTION 096513 - RESILIENT BASE AND ACCESSORIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Vinyl molding accessories.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each exposed product and for each color and texture specified.

PART 2 - PRODUCTS

2.1 VINYL BASE

- A. Manufacturer: Tarkett, Mercer, Johnsonite
- B. Product Standard: ASTM F 1861, Type TV (vinyl, thermoplastic).
 - 1. Group: I (solid, homogeneous)
 - 2. Style and Location:
 - a. Style B, Cove:
- C. Minimum Thickness: 0.125 inch (3.2 mm).
- D. Height: 6 inches (152 mm)
- E. Lengths: Cut lengths 48 inches (1219 mm) long or coils in manufacturer's standard length.
- F. Outside Corners: Preformed
- G. Inside Corners: Preformed
- H. Colors and Patterns: Match Architect's sample

2.2 VINYL MOLDING ACCESSORY

- A. Description: Vinyl reducer strip for resilient floor covering.
- B. Locations: Provide vinyl molding accessories at exposed edges of tile.
- C. Colors and Patterns: As selected by Architect's.

2.3 INSTALLATION MATERIALS

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland-cement-based or blended hydraulic-cement-based formulation provided or approved by resilient-product manufacturer for applications indicated.
- B. Adhesives: Water-resistant type recommended by resilient-product manufacturer for resilient products and substrate conditions indicated.
- C. Stair-Tread Nose Filler: Two-part epoxy compound recommended by resilient stair-tread manufacturer to fill nosing substrates that do not conform to tread contours.
- D. Floor Polish: Provide protective, liquid floor-polish products recommended by resilient stair-tread manufacturer.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.
- B. Concrete Substrates for Resilient Stair Accessories: Prepare horizontal surfaces according to ASTM F 710.
 - 1. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
 - 2. Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by manufacturer. Do not use solvents.
 - 3. Alkalinity and Adhesion Testing: Perform tests recommended by manufacturer. Proceed with installation only after substrate alkalinity falls within range on pH scale recommended by manufacturer in writing, but not less than 5 or more than 10 pH.
 - 4. Moisture Testing: Perform tests so that each test area does not exceed 200 sq. ft. (18.6 sq. m), and perform no fewer than three tests in each installation area and with test areas evenly spaced in installation areas.
 - a. Anhydrous Calcium Chloride Test: ASTM F 1869. Proceed with installation only after substrates have maximum moisture-vapor-emission rate of 3 lb of water/1000 sq. ft. in 24 hours.

- b. Relative Humidity Test: Using in-situ probes, ASTM F 2170. Proceed with installation only after substrates have a maximum 75 percent relative humidity level measurement.
- C. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound; remove bumps and ridges to produce a uniform and smooth substrate.
- D. Do not install resilient products until materials are the same temperature as space where they are to be installed.
- E. Immediately before installation, sweep and vacuum clean substrates to be covered by resilient products.

3.2 RESILIENT BASE INSTALLATION

- A. Comply with manufacturer's written instructions for installing resilient base.
- B. Apply resilient base to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.
- C. Install resilient base in lengths as long as practical without gaps at seams and with tops of adjacent pieces aligned.
- D. Tightly adhere resilient base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.
- E. Do not stretch resilient base during installation.
- F. On masonry surfaces or other similar irregular substrates, fill voids along top edge of resilient base with manufacturer's recommended adhesive filler material.
- G. Preformed Corners: Install preformed corners before installing straight pieces.

3.3 RESILIENT ACCESSORY INSTALLATION

- A. Comply with manufacturer's written instructions for installing resilient accessories.

3.4 CLEANING AND PROTECTION

- A. Comply with manufacturer's written instructions for cleaning and protecting resilient products.
- B. Floor Polish: Remove soil, adhesive, and blemishes from resilient stair treads before applying liquid floor polish.
 - 1. Apply three coat(s).
- C. Cover resilient products subject to wear and foot traffic until Substantial Completion.

END OF SECTION 096513

SECTION 096519 - RESILIENT TILE FLOORING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Vinyl composition floor tile.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: For each type of resilient floor tile.
 - 1. Include floor tile layouts, edges, columns, doorways, enclosing partitions, built-in furniture, cabinets, and cutouts.
 - 2. Show details of special patterns.
- C. Samples: Full-size units of each color, texture, and pattern of floor tile required.
 - 1. For heat-welding bead, manufacturer's standard-size Samples, but not less than 9 inches (230 mm) long, of each color required.
- D. Samples for Initial Selection: For each type of floor tile indicated.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.

1.5 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For each type of floor tile to include in maintenance manuals.

1.6 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. Floor Tile: Furnish one box of each type, color, and pattern of floor tile installed.

1.7 QUALITY ASSURANCE

- A. Installer Qualifications: An entity that employs installers and supervisors who are competent in techniques required by manufacturer for floor tile installation and seaming method indicated.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Store floor tile and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 deg F (10 deg C) or more than 90 deg F (32 deg C). Store floor tiles on flat surfaces.

1.9 FIELD CONDITIONS

- A. Maintain ambient temperatures within range recommended by manufacturer, but not less than 70 deg F (21 deg C) or more than 95 deg F (35 deg C), in spaces to receive floor tile during the following periods:
 - 1. 48 hours before installation.
 - 2. During installation.
 - 3. 48 hours after installation.
- B. After installation and until Substantial Completion, maintain ambient temperatures within range recommended by manufacturer, but not less than [55 deg F (13 deg C)] or more than 95 deg F (35 deg C)
- C. Close spaces to traffic during floor tile installation.
- D. Close spaces to traffic for 48 hours after floor tile installation.
- E. Install floor tile after other finishing operations, including painting, have been completed.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Fire-Test-Response Characteristics: For resilient floor tile, as determined by testing identical products according to ASTM E 648 or NFPA 253 by a qualified testing agency.
 - 1. Critical Radiant Flux Classification: Class I, not less than 0.45 W/sq. cm.

2.2 VINYL COMPOSITION FLOOR TILE

- A. Manufacturer/Series: Tarkett/Signals
- B. Tile Standard: ASTM F 1066, Class 2, through pattern
- C. Wearing Surface: Smooth.
- D. Thickness: 0.125 inch
- E. Size: 12 by 12 inches (305 by 305 mm).
- F. Colors and Patterns: As Selected by Architect

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
 - 1. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of floor tile.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Prepare substrates according to floor tile manufacturer's written instructions to ensure adhesion of resilient products.
- B. Concrete Substrates: Prepare according to ASTM F 710.
 - 1. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
 - 2. Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by floor tile manufacturer. Do not use solvents.
 - 3. Alkalinity and Adhesion Testing: Perform tests recommended by floor tile manufacturer. Proceed with installation only after substrate alkalinity falls within range on pH scale recommended by manufacturer in writing, but not less than 5 or more than 10/P.H.
- C. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound; remove bumps and ridges to produce a uniform and smooth substrate.
- D. Do not install floor tiles until materials are the same temperature as space where they are to be installed.

1. At least 48 hours in advance of installation, move resilient floor tile and installation materials into spaces where they will be installed.
- E. Immediately before installation, sweep and vacuum clean substrates to be covered by resilient floor tile.

3.3 FLOOR TILE INSTALLATION

- A. Comply with manufacturer's written instructions for installing floor tile.
- B. Lay out floor tiles from center marks established with principal walls, discounting minor offsets, so tiles at opposite edges of room are of equal width. Adjust as necessary to avoid using cut widths that equal less than one-half tile at perimeter.
1. Lay tiles square with room axis
- C. Match floor tiles for color and pattern by selecting tiles from cartons in the same sequence as manufactured and packaged, if so numbered. Discard broken, cracked, chipped, or deformed tiles.
1. Lay tiles with grain running in one direction
- D. Scribe, cut, and fit floor tiles to butt neatly and tightly to vertical surfaces and permanent fixtures including built-in furniture, cabinets, pipes, outlets, and door frames.
- E. Extend floor tiles into toe spaces, door reveals, closets, and similar openings. Extend floor tiles to center of door openings.
- F. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on floor tiles as marked on substrates. Use chalk or other nonpermanent marking device.
- G. Adhere floor tiles to substrates using a full spread of adhesive applied to substrate to produce a completed installation without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, and other surface imperfections.

3.4 CLEANING AND PROTECTION

- A. Comply with manufacturer's written instructions for cleaning and protecting floor tile.
- B. Perform the following operations immediately after completing floor tile installation:
1. Remove adhesive and other blemishes from surfaces.
 2. Sweep and vacuum surfaces thoroughly.
 3. Damp-mop surfaces to remove marks and soil.
- C. Protect floor tile from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.
- D. Floor Polish: Remove soil, adhesive, and blemishes from floor tile surfaces before applying liquid floor polish.

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1. Apply two coats
- E. Cover floor tile until Substantial Completion.

END OF SECTION 096519

SECTION 099123 - PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes surface preparation and the application of paint systems on the following substrates:
 - 1. Concrete.
 - 2. Concrete masonry units (CMUs).
 - 3. Steel and iron.
 - 4. Wood.
 - 5. Gypsum board.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
 - 1. Include Printout of current "MPI Approved Products List" for each product category specified, with the proposed product highlighted.
 - 2. Indicate VOC content.

1.4 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: **2 gal.** of each material and color applied.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F (7 deg C).
 - 1. Maintain containers in clean condition, free of foreign materials and residue.
 - 2. Remove rags and waste from storage areas daily.

1.6 FIELD CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F (10 and 35 deg C).
- B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Products: Subject to compliance with requirements, provide product listed in the Interior Painting Schedule for the paint category indicated.

2.2 PAINT, GENERAL

- A. MPI Standards: Products shall comply with MPI standards indicated and shall be listed in its "MPI Approved Products Lists."
- B. Material Compatibility:
 - 1. Materials for use within each paint system shall be compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
 - 2. For each coat in a paint system, products shall be recommended in writing by topcoat manufacturers for use in paint system and on substrate indicated.
- C. Colors: As selected by Architect from manufacturer's full range

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
 - 1. Concrete: 12 percent.
 - 2. Fiber-Cement Board: 12 percent.
 - 3. Masonry (Clay and CMUs): 12 percent.
 - 4. Wood: 15 percent.
 - 5. Gypsum Board: 12 percent.
- C. Gypsum Board Substrates: Verify that finishing compound is sanded smooth.

- D. Verify suitability of substrates, including surface conditions and compatibility, with existing finishes and primers.
- E. Proceed with coating application only after unsatisfactory conditions have been corrected.
 - 1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates and paint systems indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
 - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
- C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
 - 1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.
- D. 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.
- E. Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces or mortar joints exceeds that permitted in manufacturer's written instructions.
- F. Steel Substrates: Remove rust, loose mill scale, and shop primer, if any. Clean using methods recommended in writing by paint manufacturer.
- G. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and areas where shop paint is abraded. Paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.
- H. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.
- I. Aluminum Substrates: Remove loose surface oxidation.
- J. Wood Substrates:
 - 1. Scrape and clean knots, and apply coat of knot sealer before applying primer.
 - 2. 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 bond of paints to substrates.

3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions and to recommendations in "MPI Manual."
1. Use applicators and techniques suited for paint and substrate indicated.
 2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
 3. Paint 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:
1. 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.
 2. Paint portions of internal surfaces of metal ducts, without liner, behind air inlets and outlets that are visible from occupied spaces.

3.4 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.5 PAINTING SCHEDULE

A. Concrete Substrates, Traffic Surfaces:

1. Alkyd Floor Enamel System MPI INT 3.2B:

- a. Prime Coat: Floor enamel, alkyd, matching topcoat.
- b. Intermediate Coat: Floor enamel, alkyd, matching topcoat.
- c. Topcoat: Floor enamel, alkyd, gloss (MPI Gloss Level 6), MPI #27.

B. CMU Interior Substrates:

1. Latex System MPI INT 4.2A:

- a. Block Filler: Block filler, latex, interior/exterior, MPI #4.
- b. Intermediate Coat: Latex, interior, matching topcoat.
- c. Topcoat: Latex, interior, flat (MPI Gloss Level 1), MPI #53.

C. Ferrous Metal Surfaces: Steel doors and frames, stairs and railings, exposed metal deck, structural steel, miscellaneous metal.

- a. 1st coat – Alkyd Modified Acrylic Rust Preventive
Latex Primer 1.6 Mils DFT
- b. 2nd & 3rd Coats – Semi-Gloss Vinyl Acrylic Latex
Enamel 1.3 Mils DFT each coat

D. Gypsum Board Substrates:

1. Latex over Latex Sealer System MPI INT 9.2A:

- a. Prime Coat: Primer sealer, latex, interior, MPI #50.
- b. Prime Coat: Latex, interior, matching topcoat.
- c. Intermediate Coat: Latex, interior, matching topcoat.
- d. Topcoat: Latex, interior, semi-gloss MPI Gloss Level 1, MPI #53.

END OF SECTION 099123

SECTION 102113.13 - METAL TOILET COMPARTMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes painted steel toilet compartments configured as toilet enclosures, entrance screens and urinal screens and shower bases, seats, curtains rod and curtain.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Sustainable Design Submittals:
- C. Shop Drawings: For toilet compartments. Include plans, elevations, sections, and attachment details.
- D. Samples for each type of toilet compartment material indicated.

1.3 INFORMATIONAL SUBMITTALS

- A. Product certificates.

1.4 CLOSEOUT SUBMITTALS

- A. Maintenance data.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines for Buildings and Facilities and ICC A117.1 for toilet compartments designated as accessible.

2.2 PAINTED STEEL TOILET COMPARTMENTS

- A. Manufacturers: Global Steel Products, Metpar Steel Products, Flush Metal Partition Corp.
- B. Toilet-Enclosure Style: Floor and ceiling anchored.
- C. Entrance-Screen Style: Floor and ceiling anchored.

- D. Urinal-Screen Style: Post to ceiling.
- E. Door, Panel, and Pilaster Construction: Seamless, metal facing sheets pressure laminated to core material; with continuous, interlocking molding strip or lapped-and-formed edge closures; corners secured by welding or clips and exposed welds ground smooth. Exposed surfaces shall be free of pitting, seam marks, roller marks, stains, discolorations, telegraphing of core material, or other imperfections.
1. Core Material: Manufacturer's standard sound-deadening honeycomb of resin-impregnated kraft paper in thickness required to provide finished thickness of 1 inch (25 mm) for doors and panels and 1-1/4 inches (32 mm) for pilasters.
 2. Grab-Bar Reinforcement: Provide concealed internal reinforcement for grab bars mounted on units of size and material adequate for panel to withstand applied downward load on grab bar of at least 250 lbf (1112 N), when tested according to ASTM F 446, without deformation of panel.
 3. Tapping Reinforcement: Provide concealed reinforcement for tapping (threading) at locations where machine screws are used for attaching items to units.
- F. Urinal-Screen Construction:
1. Flat-Panel Urinal Screen: Matching panel construction.
 2. Integral-Flange, Wall-Hung Urinal Screen: Similar to panel construction, with integral full-height flanges for wall attachment, and maximum 1-1/4 inches (32 mm) thick.
 3. Wedge-Shaped, Wall-Hung Urinal Screen: Similar to panels, V-shaped, fabricated for concealed wall attachment, and maximum 6 inches (152 mm) wide at wall and minimum 1 inch (25 mm) wide at protruding end.
- G. Facing Sheets and Closures: Electrolytically coated steel sheet with nominal base-metal (uncoated) thicknesses as follows:
1. Pilasters, Braced at Both Ends: Manufacturer's standard thickness, but not less than 0.036 inch (0.91 mm).
 2. Pilasters, Unbraced at One End: Manufacturer's standard thickness, but not less than 0.048 inch (1.21 mm).
 3. Panels: [Manufacturer's standard thickness, but not less than 0.036 inch (0.91 mm).
 4. Doors: Manufacturer's standard thickness, but not less than 0.030 inch (0.76 mm).
 5. Flat-Panel Urinal Screens: Thickness matching the panels.
 6. Integral-Flange, Wall-Hung Urinal Screens: Manufacturer's standard thickness, but not less than 0.030 inch (0.76 mm).
 7. Wedge-Shaped, Wall-Hung Urinal Screens: Manufacturer's standard thickness, but not less than 0.036 inch (0.91 mm).
- H. Pilaster Shoes and Sleeves Caps: Stainless-steel sheet, not less than 0.031-inch (0.79-mm) nominal thickness and 3 inches (76 mm) high, finished to match hardware.
- I. Urinal-Screen Post: Manufacturer's standard post design of 1-3/4-inch- (44-mm-) square, aluminum tube with satin finish with shoe and sleeve (cap) matching that on the pilaster.
- J. Brackets (Fittings):
1. Stirrup Type: Ear or U-brackets; chrome-plated zamac

- K. Steel Sheet Finish: Manufacturer's standard baked-on finish.
 - 1. Color: As selected by Architect from manufacturer's full range
 - a. Allow for application of one color in each room.

2.3 HARDWARE AND ACCESSORIES

- A. Hardware and Accessories: Manufacturer's standard operating hardware and accessories.
 - 1. Material: Chrome-plated zamac.
 - 2. Provide units that comply with regulatory requirements for accessibility at compartments designated as accessible.
- B. Hardware and Accessories: Manufacturer's heavy-duty stainless-steel operating hardware and accessories.
 - 1. Provide units that comply with regulatory requirements for accessibility at compartments designated as accessible.
- C. Overhead Bracing: Manufacturer's standard continuous, extruded-aluminum head rail with antigrip profile and in manufacturer's standard finish.
- D. Anchorages and Fasteners: Manufacturer's standard exposed fasteners of stainless steel, finished to match the items they are securing, with theft-resistant-type heads. Provide sex-type bolts for through-bolt applications. For concealed anchors, use stainless steel, hot-dip galvanized steel, or other rust-resistant, protective-coated steel compatible with related materials.

2.4 SHOWER RECEPTOR

- A. General: Manufacturer's standard, prefabricated, terrazzo receptor complete with integral drain.
 - 1. Provide each unit with a ramped entrance surface for accessible compartments.
 - 2. Drain Strainer: Manufacturer's standard; removable.
 - 3. Drain Gasket: Manufacturer's standard gasket sized to fit waste pipe.

2.5 SHOWER ACCESSORIES

- A. Curtain Rod with Hooks: Manufacturer's standard, 1-inch- (25-mm-) diameter, stainless-steel curtain rod with matching hooks.
- B. Curtain: Flame-resistant, manufacturer's standard fabric that is stain resistant, self-sanitizing, antistatic, antimicrobial, and launderable to a temperature of not less than [90 deg F (32 deg C)]
 - 1. Flame Resistance: Passes NFPA 701 tests when tested by a testing and inspecting agency acceptable to authorities having jurisdiction.
 - 2. Labeling: Identify fabrics with appropriate markings of applicable testing and inspecting agency.

3. Length: Where curtain extends to a floor surface, size so that bottom hem clears finished floor by not more than 1 inch (25 mm) and not less than 1/2 inch (13 mm) above floor surface. Where curtains extend to a shower-receptor curb, size so that bottom hem hangs above curb line and clears curb line by not more than 1/2 inch (13 mm).
 4. Color and Pattern: As selected by Architect from manufacturer's full range.
- C. Soap Holder: Surface-mounted, seamless stainless-steel soap dish.
- D. Seats: Manufacturer's standard, panel-mounted benches.
1. Material: Solid phenolic.
 2. Operation: Folding
 3. Finish: As selected by Architect from manufacturer's full range.
- E. Anchorages and Fasteners: Manufacturer's standard, exposed fasteners of stainless steel, chrome-plated steel, or solid brass, finished to match the items they are securing; with theft-resistant-type heads. Provide sex-type bolts for through-bolt applications.

2.6 FABRICATION

- A. Fabrication, General: Fabricate toilet compartment components to sizes indicated. Coordinate requirements and provide cutouts for through-partition toilet accessories, and solid blocking within panel where required for attachment of toilet accessories.
- B. Overhead-Braced Units: Provide manufacturer's standard corrosion-resistant supports, leveling mechanism, and anchors at pilasters to suit floor conditions. Provide shoes at pilasters to conceal supports and leveling mechanism.
- C. Floor-Anchored Units: Provide manufacturer's standard corrosion-resistant anchoring assemblies with leveling adjustment nuts at pilasters for structural connection to floor. Provide shoes at pilasters to conceal anchorage.
- D. Ceiling-Hung Units: Provide manufacturer's standard corrosion-resistant anchoring assemblies with leveling adjustment nuts at pilasters for connection to structural support above finished ceiling. Provide assemblies that support pilasters from structure without transmitting load to finished ceiling. Provide sleeves (caps) at tops of pilasters to conceal anchorage.
- E. Floor-and-Ceiling-Anchored Units: Provide manufacturer's standard corrosion-resistant anchoring assemblies with leveling adjustment at tops and bottoms of pilasters. Provide shoes and sleeves (caps) at pilasters to conceal anchorage.
- F. Urinal-Screen Posts: Provide manufacturer's standard corrosion-resistant anchoring assemblies with leveling adjustment at tops and bottoms of posts. Provide shoes and sleeves (caps) at posts to conceal anchorage.
- G. Door Size and Swings: Unless otherwise indicated, provide 24-inch- (610-mm-) wide, in-swinging doors for standard toilet compartments and 36-inch- (914-mm-) wide, out-swinging doors with a minimum 32-inch- (813-mm-) wide, clear opening for compartments designated as accessible.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. General: Comply with manufacturer's written installation instructions. Install units rigid, straight, level, and plumb. Secure units in position indicated with manufacturer's recommended anchoring devices.
1. Maximum Clearances:
 - a. Pilasters and Panels: 1/2 inch (13 mm).
 - b. Panels and Walls: 1 inch (25 mm).
 2. Stirrup Brackets: Secure panels to walls and to pilasters with no fewer than three brackets attached at midpoint and near top and bottom of panel.
 - a. Locate wall brackets so holes for wall anchors occur in masonry or tile joints.
 - b. Align brackets at pilasters with brackets at walls.
 3. Full-Height (Continuous) Brackets: Secure panels to walls and to pilasters with full-height brackets.
 - a. Locate bracket fasteners so holes for wall anchors occur in masonry or tile joints.
 - b. Align brackets at pilasters with brackets at walls.

3.2 ADJUSTING

- A. Hardware Adjustment: Adjust and lubricate hardware according to hardware manufacturer's written instructions for proper operation. Set hinges on in-swinging doors to hold doors open approximately 30 degrees from closed position when unlatched. Set hinges on out-swinging doors to return doors to fully closed position.

END OF SECTION 102113.13

SECTION 102800 – TOILET ACCESSORIES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Toilet room accessories
 - 2. Underlavatory guards

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: Full size, for each exposed product and for each finish specified.

1.3 INFORMATIONAL SUBMITTALS

- A. Sample warranty.

1.4 CLOSEOUT SUBMITTALS

- A. Maintenance data.

1.5 WARRANTY

- A. Manufacturer's Special Warranty for Mirrors: Manufacturer agrees to repair or replace mirrors that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period: 15 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

2.2 PUBLIC-USE WASHROOM ACCESSORIES

- A. Toilet Tissue (Roll) Dispenser

1. Description: Double-roll dispenser.
 2. Mounting: Partition mounted, serving two adjacent toilet compartments and Surface mounted.
 3. Operation: Noncontrol delivery with standard spindle
 4. Capacity: Designed for 4-1/2- or 5-inch- (114- or 127-mm-) diameter tissue rolls.
 5. Material and Finish: Stainless steel, No. 4 finish (satin)
- B. Paper Towel (Folded) Dispenser
1. Mounting: Surface mounted].
 2. Minimum Capacity: 400 C-fold or 525 multifold towels
 3. Material and Finish: Stainless steel, No. 4 finish (satin)
 4. Lockset: Tumbler type.
 5. Refill Indicator: Pierced slots at sides or front.
- C. Liquid-Soap Dispenser
1. Description: Designed for dispensing antibacterial soap in liquid or lotion form.
 2. Mounting: Vertically oriented, surface mounted.
 3. Capacity: 12 oz. (mL).
 4. Materials: stainless steel
 5. Lockset: NA.
 6. Refill Indicator: Window type.
- D. Grab Bar
1. Mounting: Flanges with exposed fasteners.
 2. Material: Stainless steel, 0.05 inch (1.3 mm) thick.
 - a. Finish: Smooth, No. 4 finish (satin) on ends and slip-resistant texture in grip area.
 3. Outside Diameter: 1-1/2 inches (38 mm).
 4. Configuration and Length: As indicated on Drawings.
- E. Mirror Unit
1. Frame: Stainless steel, fixed tilt.
 - a. Corners: Manufacturer's standard.
 2. Integral Shelf: 5 inches (127 mm) deep.
 3. Hangers: Produce rigid, tamper- and theft-resistant installation, using method indicated below.
 - a. One-piece, galvanized-steel, wall-hanger device with spring-action locking mechanism to hold mirror unit in position with no exposed screws or bolts.
 - b. Wall bracket of galvanized steel, equipped with concealed locking devices requiring a special tool to remove.
 4. Size: As indicated on Drawings
- F. Coat Hook
1. Description: Double prong unit.

2. Material and Finish: Polished chrome-plated zinc alloy (zamac)

2.3 PUBLIC-USE SHOWER ROOM ACCESSORIES

A. Robe Hook

1. Description: Double-prong unit.
2. Material and Finish: Polished chrome-plated zinc alloy (zamac).

2.4 UNDERLAVATORY GUARDS

A. Underlavatory Guard

1. Description: Insulating pipe covering for supply and drain piping assemblies that prevents direct contact with and burns from piping; allow service access without removing coverings.
2. Material and Finish: Antimicrobial, molded plastic, white.

2.5 FABRICATION

- ### A. Keys: Provide universal keys for internal access to accessories for servicing and resupplying. Provide minimum of six keys to Owner's representative.

PART 3 - EXECUTION

3.1 INSTALLATION

- #### A. Install accessories according to manufacturers' written instructions, using fasteners appropriate to substrate indicated and recommended by unit manufacturer. Install units level, plumb, and firmly anchored in locations and at heights indicated.
- #### B. Grab Bars: Install to withstand a downward load of at least 250 lbf (1112 N), when tested according to ASTM F 446.

END OF SECTION 102800

SECTION 105113 - METAL LOCKERS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Metal lockers.
 - 2. Locker benches.

1.2 ACTION SUBMITTALS

- A. Product data.
- B. Sustainable Design Submittals:
- C. Shop Drawings: Include plans, elevations, sections, details, attachments to other work, and locker identification system and numbering sequence.
- D. Samples: For each color specified.

1.3 INFORMATIONAL SUBMITTALS

- A. Sample warranties.

1.4 CLOSEOUT SUBMITTALS

- A. Maintenance data.

1.5 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of metal lockers that fail in materials or workmanship, excluding finish, within specified warranty period.
 - 1. Warranty Period for Welded Metal Lockers: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Accessibility Requirements: For lockers indicated to be accessible, comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines and ICC A117.1.

2.2 METAL LOCKERS

- A. Doors: One piece; fabricated from 0.060-inch (1.52-mm) nominal-thickness steel sheet; formed into channel shape with double bend at vertical edges and with right-angle single bend at horizontal edges.
1. Reinforcement: Manufacturer's standard reinforcing angles, channels, or stiffeners for doors more than 15 inches (381 mm) wide; welded to inner face of doors.
 2. Stiffeners: Manufacturer's standard full-height stiffener fabricated from 0.048-inch (1.21-mm) nominal-thickness steel sheet; welded to inner face of doors.
 3. Door Style: Vented panel as follows:
 - a. Louvered Vents: No fewer than three louver openings at top and bottom for double-tier
- B. Body: Assembled by riveting or bolting body components together. Fabricate from unperforated steel sheet with thicknesses as follows:
1. Tops, Bottoms, and Intermediate Dividers: 0.024-inch (0.61-mm) nominal thickness, with single bend at sides.
 2. Backs and Sides: 0.024-inch (0.61-mm) nominal thickness, with full-height, double-flanged connections.
 3. Shelves: 0.024-inch (0.61-mm) nominal thickness, with double bend at front and single bend at sides and back.
- C. Frames: Channel formed; fabricated from 0.060-inch (1.52-mm) nominal-thickness steel sheet; lapped and factory welded at corners; with top and bottom main frames factory welded into vertical main frames. Form continuous, integral, full-height door strikes on vertical main frames.
- D. Hinges:
1. Knuckle Hinges: Steel, full loop, five or seven knuckles, tight pin; minimum 2 inches (51 mm) high. Provide no fewer than three hinges for each door more than 42 inches (1067 mm) high.
- E. Projecting Door Handle and Latch: Finger-lift latch control designed for use with either built-in combination locks or padlocks; positive automatic latching, chromium plated; pry and vandal resistant.

1. Latch Hooks: Equip doors 48 inches (1219 mm) and higher with three latch hooks and doors less than 48 inches (1219 mm) high with two latch hooks; fabricated from 0.105-inch (2.66-mm) nominal-thickness steel sheet; welded or riveted to full-height door strikes; with resilient silencer on each latch hook.
 2. Latching Mechanism: Manufacturer's standard, rattle-free latching mechanism and moving components isolated to prevent metal-to-metal contact, and incorporating a prelocking device that allows locker door to be locked while door is open and then closed without unlocking or damaging lock or latching mechanism.
- F. Locks: Combination padlocks
- G. Identification Plates: Manufacturer's standard, etched, embossed, or stamped aluminum plates, with numbers and letters at least 3/8 inch (9 mm) high.
- H. Hooks: Manufacturer's standard ball-pointed type hooks, aluminum or steel; zinc plated.
- I. Continuous Zee Base: Fabricated from manufacturer's standard thickness, but not less than 0.060-inch (1.52-mm) nominal-thickness steel sheet.
1. Height: 4 inches (102 mm)
- J. Recess Trim: Fabricated from 0.048-inch (1.21-mm) nominal-thickness steel sheet.
- K. Filler Panels: Fabricated from manufacturer's standard thickness, but not less than 0.036-inch (0.91-mm) nominal-thickness steel sheet.
- L. Boxed End Panels: Fabricated from 0.060-inch (1.52-mm) nominal-thickness steel sheet.
- M. Finished End Panels: Fabricated from 0.024-inch (0.61-mm) nominal-thickness steel sheet.
- N. Materials:
1. Cold-Rolled Steel Sheet: ASTM A 1008/A 1008M, Commercial Steel (CS), Type B, suitable for exposed applications.
 2. Metallic-Coated Steel Sheet: ASTM A 653/A 653M, Commercial Steel (CS), Type B; with A60 (ZF180) zinc-iron, alloy (galvannealed) coating designation.
- O. Finish: Baked enamel or powder coat.
1. Color: As selected by Architect from manufacturer's full range.
- 2.3 LOCKER BENCHES
- A. Provide bench units with overall assembly height of 17-1/2 inches (445 mm).
- B. Bench Tops: Manufacturer's standard one-piece units, with rounded corners and edges.
1. Size: Minimum 9-1/2 inches wide by 1-1/4 inches thick (241 mm wide by 32 mm thick).
 2. Laminated clear hardwood with one coat of clear sealer on all surfaces and one coat of clear lacquer on top and sides.

- C. Fixed Pedestals: Manufacturer's standard tubular steel supports, with predrilled fastener holes for attaching bench top and anchoring to floor, complete with fasteners and anchors.
 - 1. Color: Match metal lockers
 - 2. Finish: Black anodic finish.
- D. Materials:
 - 1. Stainless Steel: ASTM A 666, Type 304.
 - 2. Steel Tube: ASTM A 500/A 500 M, cold rolled.

2.4 FABRICATION

- A. Fabricate metal lockers square, rigid, without warp, and with metal faces flat and free of dents or distortion. Make exposed metal edges safe to touch and free of sharp edges and burrs.
- B. Fabricate each metal locker with an individual door and frame; individual top, bottom, and back; and common intermediate uprights separating compartments. Factory weld frame members of each metal locker together to form a rigid, one-piece assembly.
- C. Continuous Base: Formed into channel or zee profile for stiffness, and fabricated in lengths as long as practical to enclose base and base ends of metal lockers; finished to match lockers.
- D. Continuous Sloping Tops: Fabricated in lengths as long as practical, without visible fasteners at splice locations; finished to match lockers.
- E. Recess Trim: Fabricated with minimum 2-1/2-inch (64-mm) face width and in lengths as long as practical; finished to match lockers.
- F. Filler Panels: Fabricated in an unequal leg angle shape; finished to match lockers. Provide slip-joint filler angle formed to receive filler panel.
- G. Boxed End Panels: Fabricated with 1-inch- (25-mm-) wide edge dimension, and designed for concealing fasteners and holes at exposed ends of nonrecessed metal lockers; finished to match lockers.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. General: Install lockers level, plumb, and true; shim as required, using concealed shims.
 - 1. Anchor locker runs at ends and at intervals recommended by manufacturer, but not more than 36 inches (910 mm) o.c. Using concealed fasteners, install anchors through backup reinforcing plates, channels, or blocking as required to prevent metal distortion.
 - 2. Anchor single rows of metal lockers to walls near top of lockers and to floor.
 - 3. Anchor back-to-back metal lockers to floor.

- B. Trim: Fit exposed connections of trim, fillers, and closures accurately together to form tight, hairline joints, with concealed fasteners and splice plates.
 - 1. Attach recess trim to recessed metal lockers with concealed clips.
 - 2. Attach filler panels with concealed fasteners.
 - 3. Attach sloping-top units to metal lockers, with closures at exposed ends.

- C. Fixed Locker Benches: Provide no fewer than two pedestals for each bench, uniformly spaced not more than 72 inches (1830 mm) apart.

END OF SECTION 105113

SECTION 113100 - RESIDENTIAL APPLIANCES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Cooking appliances.
2. Kitchen exhaust ventilation.
3. Refrigeration appliances.
4. Cleaning appliances.

1.2 PREINSTALLATION MEETINGS

- ##### A. Preinstallation Conference: Conduct conference at Project site

1.3 ACTION SUBMITTALS

- ##### A. Product Data: For each type of product.
- ##### B. Samples: For each exposed product and for each color and texture specified.

1.4 INFORMATIONAL SUBMITTALS

- ##### A. Product certificates.
- ##### B. Field quality-control reports.
- ##### C. Sample warranties.

1.5 CLOSEOUT SUBMITTALS

- ##### A. Operation and maintenance data.

1.6 QUALITY ASSURANCE – NOT USED

1.7 WARRANTY

- ##### A. Special Warranties: Manufacturer agrees to repair or replace residential appliances or components that fail in materials or workmanship within specified warranty period.
1. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Electrical Appliances: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

2.2 RANGES

- A. Electric Range Slide-in range with one oven and complying with AHAM ER-1.
 - 1. Electric Burner Elements: Four radiant-type burners.
 - 2. Anti-Tip Device: Manufacturer's standard.
 - 3. Material: Stainless steel with manufacturer's standard cooktop.

2.3 MICROWAVE OVENS

- A. Microwave Oven
 - 1. GE Model # JVM3160RFSS
 - 2. Mounting: Wall cabinet
 - 3. Capacity: 1.5 cu. ft. (0.04 cu. m)
 - 4. Exhaust Fan: Two-speed fan, vented to outside and with manufacturer's standard capacity.
 - 5. Microwave Power Rating: Manufacturer's standard
 - 6. Material: Stainless steel.

2.4 KITCHEN EXHAUST VENTILATION

- A. Overhead Exhaust Hood
 - 1. Type: Wall-mounted, exhaust-hood system.
 - 2. Exhaust Fan: Two-speed fan built into hood and with manufacturer's standard 500-cfm (236-L/s) capacity.
 - a. Venting: Vented to outside through wall
 - 3. Finish: Stainless steel.

2.5 REFRIGERATOR/FREEZERS

- A. Refrigerator/Freezer Two-door refrigerator/freezer with freezer on top and complying with AHAM HRF-1.
 - 1. Type: Freestanding
 - 2. Storage Capacity:
 - a. Refrigeration Compartment Volume: 15.6 cu. ft. (0.44 cu. m)
 - b. Freezer Volume: 5.13 cu. ft. (0.15 cu. m).

3. General Features:
 - a. Interior light in refrigeration compartment.
 - b. Automatic defrost.
 - c. Interior light in freezer compartment.
4. ENERGY STAR: Provide appliances that qualify for the EPA/DOE ENERGY STAR product-labeling program.
5. Front Panel(s): Stainless steel

2.6 DISHWASHERS

- A. Dishwasher Complying with AHAM DW-1.
 1. Type: Built-in undercounter
 2. ENERGY STAR: Provide appliances that qualify for the EPA/DOE ENERGY STAR product-labeling program.
 3. Front Panel: Stainless steel

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Built-in Equipment: Securely anchor units to supporting cabinets or countertops with concealed fasteners. Verify that clearances are adequate for proper functioning and that rough openings are completely concealed.
- B. Freestanding Equipment: Place units in final locations after finishes have been completed in each area. Verify that clearances are adequate to properly operate equipment.
- C. Range Anti-Tip Device: Install at each range according to manufacturer's written instructions.

3.2 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections
 1. Perform visual, mechanical, and electrical inspection and testing for each appliance according to manufacturers' written recommendations. Certify compliance with each manufacturer's appliance-performance parameters.
 2. Leak Test: After installation, test for leaks. Repair leaks and retest until no leaks exist.
 3. Operational Test: After installation, start units to confirm proper operation.
 4. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and components.
- B. An appliance will be considered defective if it does not pass tests and inspections.
- C. Prepare test and inspection reports.

END OF SECTION 113100

SECTION 22 01 00 - GENERAL CONDITIONS

PART 1 - GENERAL

Applicable Provisions of the Conditions of the Contract and Division 1 General Requirements govern the work in this section.

1.1 GENERAL CONDITIONS

- A. Before submitting a proposal, Bidders shall examine all Drawings related to this work and shall become fully informed as to the extent and character of the work required and its relation to the other work in the building.
- B. Before commencing work, the Contractor will examine all conditions of the project upon which his work is in any way dependent for perfect workmanship according to the intent of this Specification. No "waiver of responsibility" for incomplete, inadequate or defective adjoining work will be considered unless notice has been filed by this Contractor and acceded to by the Owner's representative in writing before the Contractor begins any part of the work.
- C. The Contractor will pay for all licenses, permits and inspection fees required by civil authorities having jurisdiction. Comply with all laws, ordinances, regulations, fire underwriters' requirements applicable to work herein specified without additional expense to the Owner. (Also local building code requirements.).
- D. It is specifically intended that anything (whether material or labor) which is usually furnished as a part of such equipment as is hereinafter called for (and which is necessary for the completion and proper operation) shall be furnished as part of this Contract without additional cost the Owner, whether or not shown in detail on the Drawings or described in the Specifications.
- E. When Drawings and Specifications conflict or there is a question as to the proper intent of this Contract, the Contractor shall assume the more expensive method in his pricing. All questions shall be directed to the Architect/Engineer in writing only and only up to ten (10) days prior to bidding.
- F. The Drawings indicate the general runs of the piping, ductwork, etc. systems and the location of equipment and apparatus, but it shall be understood that the right is reserved by the Architect/Engineer to change the location of piping work, ductwork, equipment and apparatus to a reasonable extent as building conditions may dictate, prior to their installation without extra cost to the Owner.
- G. Small scale drilling through walls and floors which may contain asbestos shall be performed by a person with a "restricted asbestos handler allied trades certificate" and shall have a copy of it in his possession at all times while working on the project.
- H. Any changes from the Drawings and Specifications and any interpretation thereof shall have the prior approval of the Architect/Engineer. The Contractor shall submit in writing, at the time of signing the Contract, any items of necessary labor and materials, which, in his opinion, are lacking in requirements of the Drawings and Specifications to insure a complete job in all respects. No consideration will be granted to alleged misunderstanding of materials to be furnished, work to be done, or conditions to be complied with, it being understood that the tender of a proposal carries with it the agreement to all items and conditions referred to herein or indicated on the accompanying Drawings.

END OF SECTION 22 01 00

SECTION 22 01 25 - SCOPE OF WORK

PART 1 - GENERAL

Applicable Provisions of the Conditions of the Contract and Division 1 General Requirements govern the work in this section.

1.1 SCOPE OF WORK

- A. The work under this section includes all labor, materials, equipment, tools, transportation, cutting and patching, excavation and backfill and the performance of all work necessary and required for the furnishing and installation complete of all Plumbing and Drainage work as shown on Contract Drawings, as specified herein and as otherwise required by job conditions or reasonably implied, including but not necessarily limited to the following:
1. Provide complete new and altered sanitary, storm and vent piping from all new plumbing fixtures connecting to existing sanitary and vent system.
 2. Provide complete new and altered hot and cold water piping to all new plumbing fixtures, equipment, etc. as indicated.
 3. Provide all new plumbing fixtures where indicated, complete including traps, stops, drains, strainers, tailpieces, faucets, escutcheons, etc.
 4. Provide complete, new piping and final connections to equipment furnished under other Divisions.
 5. Provide all demolition, removal disconnecting, capping, sealing of all existing plumbing piping, apparatus, equipment, fixtures, specialties, accessories, etc. which are not included or incorporated in the new layout.
 6. Provide all required temporary connections to maintain all plumbing services without interruption.
 7. Pipe insulation.
 8. Tests and adjustments.
 9. This Contractor shall obtain all permits, bonds, approvals, etc. at no additional cost to the Owner.
 10. This Contractor shall provide all required sprinkler hydraulic calculations and corresponding drawings per all authorities having jurisdiction. Any deviation from Contract Documents will require calculations and drawings to be stamped and signed by a New York State Licensed Engineer.
 11. This Contractor shall provide shop drawings for all plumbing fixtures, piping, valves, insulation, equipment, etc.
 12. For Cutting and Patching refer to Front End Specification.

13. For Excavation and Backfill refer to Front End Specification.
 14. Furnish minimum 18" x 18" access doors for all valves, cleanouts, etc. in all inaccessible walls, ceilings, etc. Installation by General Contractor.
 15. Fire stopping per FM/UL and NFPA. Refer to Division 1.
- B. Coordination Drawings (if applicable): Attention is directed to Division 1 for coordination drawing requirements for this project. These drawings are critical to the proper execution of the work and failure to honor these requirements may become the basis for denial of any and all claims for either or both "time" and "money".

1.2 ALTERATION WORK

- A. All equipment, piping, plumbing, fixtures, etc. to be removed, shall be disposed of or salvaged as directed by the Owner. They shall not be removed from the premises without Owners approval.
- B. All piping to be removed shall be properly plugged or capped so that upon completion of all new work, all abandoned piping shall be concealed in finished areas.
- C. No dead ends shall be left on any piping upon completion of job.
- D. The existing systems shall be left in perfect working order upon completion of all new work.
- E. Location and sizes of existing piping are approximate. Exact sizes and locations of all existing piping shall be verified on the job.
- F. All removals shall be removed from the site.

END OF SECTION 22 01 25

SECTION 22 01 30 - WATER SUPPLY SYSTEM

PART 1 - GENERAL

Applicable Provisions of the Conditions of the Contract and Division 1 General Requirements govern the work in this section. Submit shop drawings for checking and approval.

1.1 DESCRIPTION OF WORK

- A. Furnish and install a complete cold-water distribution system to supply water to all new fixtures, water consuming equipment, and valved outlets for the use of other trades and connect to existing piping.
- B. The water supply system shall be complete with all pipe, fittings, valves, mains, risers, branches, shock absorbers, air chambers, hangers, anchors, expansion loops, connections to existing piping, covering, tests, etc. all as shown on the Drawings, as hereinafter specified.
- C. Furnish and install a complete hot water distribution system to supply water to all new fixtures and equipment requiring heated water.

PART 2 - PRODUCTS

2.1 PIPING, FITTINGS AND MATERIALS

- A. All components of water supply system shall confirm to all "No Lead" requirements including NSF/ANSI-372.
- B. The domestic water systems shall be of the following material and shall be in accordance with the latest ASTM and ASME Standards.
- C. Domestic water piping within the buildings shall be seamless drawn or extruded tubing type "L" copper. Both shall be of Chase, Anaconda, Revere, and approved equal, hard temper ASTM B88 with solder joint sweat end fittings. Fittings for use with copper tubing shall be cast brass of Muellers "Streamlin" pattern or approved equal.
- D. Joints for copper tubing shall be made with 95-5 (lead and antimony free) solder. Flanges where required shall be cast brass. Provide dielectric adapters between ferrous and non-ferrous pipe joints.

2.2 VALVES

- A. All shut-off valves 2" and smaller shall be ball valves equal to Apollo 70 Series or Milwaukee BA100 Series Valve. Bronze body with chrome plated trim
- B. This Contractor shall furnish all valves as indicated on the Drawings, or as may be required for the proper control of the pipe lines installed under this Specification, so that any fixture, line or piece of apparatus may be cut out for repair without interference or interruption of the service to the rest of the Facility.

- C. All domestic water valves shall have a minimum working pressure of 125 psig, steam rated unless otherwise noted on the Drawings or specified herein. All valves shall be of one manufacture as manufactured by Milwaukee Valve or Hammond.
- D. All gate valves within the buildings shall be wedge gauge valves with painted iron wheel handles, shall have gland followers in stuffing boxes, and shall be so constructed that they may be repacked while open and under pressure. All valves shall have the name of the manufacturer and working pressure cast or stamped thereon.
- E. All gate valves shall be all bronze with sweat or screwed joint ends as required by the piping system in which they are installed.
- F. Globe valves shall be of all bronze with composition disc, threaded or sweat joint ends as required by piping system in which they are installed.
- G. Check valves shall be all bronze swing check type with threaded or sweat joint ends. Check valves 4 inch and larger shall be iron body bronze mountings and shall be provided with screwed or flanged joint ends as required by piping system in which they are installed.
- H. Drain valves, at risers and at low points, shall be 3/4 inch heavy cast brass with composition washers with male thread for hose connections.

2.3 SHOCK ABSORBERS

- A. Shock absorbers shall be similar and equal to J.R. Smith 5000 series or Zurn Z1700 series with stainless steel pressurized shell sized in accordance with P.D.I. Bulletin WH-201.
- B. Provide shock absorbers on all fixtures and equipment having quick closing valves whether or not indicated on the Drawings.
- C. Provide access doors where shock absorbers are concealed.

2.4 VACUUM BREAKERS

- A. Provide vacuum breakers on water supply piping to each fixture and equipment with submerged inlets, and on faucets and outlets, within the facility to which hose can be, or is attached forming a submerged inlet.
- B. Set vacuum breakers in exposed readily accessible locations at least four inches above floor rim level of fixture, or high point of equipment.
- C. Vacuum breakers shall be chrome-plated brass. "Watts" or other approved.
- D. Vacuum breakers under constant pressure shall be of the continuous pressure type No. 9 "Watts" or Wilkins BFP-8CH or approved equal.

2.5 EXPANSION JOINTS, ANCHORS AND GUIDES

- A. The entire piping installation shall be installed with adequate provision for expansion. No rigid connections will be permitted. Refer to Drawings for locations of expansion joints and related guides and anchors. The joints, guides and anchors shall be as manufactured by Flexonics Products, Metraflex or Flex-weld.
- B. Branches shall be of sufficient length and have three elbow swings to allow for pipe expansion.
- C. Any breaks in the piping within the guarantee period due to improper provision for expansion must be replaced at the expense of this Contractor, and the conditions corrected to prevent future recurrence.
- D. Any damages to surrounding areas and equipment due to this failure shall also be repaired and paid for at the expense of this Contractor.
- E. Joints to have 150 psi rating, ANSI-B16.5 with liner and cover.

2.6 STERILIZATION

- A. The entire domestic water piping system shall be thoroughly sterilized with chlorine before acceptance for domestic operation.
- B. The amount of chlorine applied shall be such as to provide a dosage of not less than 50 parts per million for 24 hours or 200 p.p.m. for one hour. The chlorinating material shall be either liquid chlorine or sodium hypochlorite solution and shall be introduced into the system and drawn to all points of the system. If possible to do so, the lines shall be thoroughly flushed before introduction of the chlorinating material. After a contact period of not less than 24 hours, the system shall be flushed with clean water until the residual content is not greater than 0.2 parts per million. All valves in the lines being sterilized shall be opened and closed several times during the contact period.
- C. Sterilization and tests for purity of water in the entire piping system shall be performed by the Contractor through an approved independent testing laboratory and a certificate shall be furnished to the Architect certifying the quality of purity.
- D. Per ANSI/AWWA Standard C651-05.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. It is the intent that each part of the plumbing system shall be complete in all details and water lines provided with all control valves as indicated on Drawings, or as may be required for the proper control of the pipe lines under this Specification so that any fixture, line or piece of apparatus may be cut out for repair without interference or interruption of the service to the rest of the facility.
- B. This Contractor shall examine carefully the Architectural Drawings in detail and familiarize himself with all conditions relative to the installation of piping, particularly where same is concealed behind furring or in hung ceilings.

- C. In no case shall this Contractor permit his pipes to be exposed beyond finished walls or ceilings unless specifically shown on Drawings. He shall consult with the Contractors of other trades in the building and install his piping in such a way as to least interfere with the installation of other trades.
- D. The water piping shall all be installed so as to drain to a valve provided by this Contractor and branches shall not be trapped but shall have continuous pitch. Where necessary to raise or lower mains, the same shall be provided with a drip and shall be properly valved.
- E. Piping shall be installed, whether indicated or not, so as to rise and/or drop to clear any and all conduits, lighting fixtures, ductwork and heating mains to maintain the desired clear heights. This Contractor shall consult with the Contractors of other trades and facilitate the erection of the equipment and piping.
- F. Run piping straight and as direct as possible, in general forming right angles with or parallel to walls or other piping. Risers shall be erected plumb and true.
- G. After cutting, all pipes shall be reamed out to full bore and before erection the inside of all pipes shall be thoroughly cleaned.
- H. No piping or work shall be concealed or covered until all required tests have been satisfactorily completed and work has been approved by the Architect.
- I. All materials shall be new and installed in a first class manner.
- J. In erecting pipe, friction wrenches and vises shall be used exclusively, and any pipe cut, dented or otherwise damaged shall be replaced by this Contractor.
- K. All ferrous to non-ferrous pipe connections shall be made with approved dielectric pipe or flange unions isolating joints to prevent any electrolytic action between dissimilar materials.
- L. Any piece of pipe 6 inches in length or less shall be considered a nipple. All nipples with unthreaded portion 1-1/2 inch and less shall be of weight corresponding to fitting connected. Only shoulder nipples shall be used, close nipples will not be accepted.
- M. Revised water service shall be in accordance with the local water supply department requirements. All water lines are to be protected from freezing. Install new piping for water service below frost line and provide concrete separations when crossing other utilities. Provide concrete thrust mass at changes of pipe direction conforming to authorities having jurisdiction.

END OF SECTION 22 01 30

SECTION 22 01 60 - SANITARY AND STORM DRAINAGE SYSTEMS

PART 1 - GENERAL

Applicable Provisions of the Conditions of the Contract and Division 1 General Requirements govern the work in this section. Submit shop drawings for checking and approval.

1.1 DESCRIPTION OF WORK

- A. The work under this section includes all labor, materials, equipment and appliances necessary and required to completely install all drainage systems as required by the Drawings; code and as specified herein, including but not limited to the following:
- B. Complete sanitary drainage and venting systems including connections to the existing sanitary drainage and venting systems.
- C. Piping and final connections for equipment furnished under other Divisions.
- D. Alterations and removals to existing sanitary and vent systems.
- E. Tests.

PART 2 - PRODUCTS

2.1 PIPING AND FITTING MATERIALS

- A. All indoor underground storm soil, waste and vent piping shall be service weight cast iron with fittings of bell and spigot type. All exterior underground storm soil and waste piping shall be extra heavy cast iron. Each length shall have the size, weight per foot and the manufacturer's name clearly cast or stamped thereon. Weight shall be as defined by the Plumbing Code. Fittings and traps shall be similarly marked and of corresponding weights.
- B. All above ground storm, soil, waste and vent piping and fittings 3" and larger shall be service weight and fittings of bell and spigot type as specified in paragraph above. Above ground waste and vent piping 2" and smaller shall be galvanized steel, fittings on waste piping shall be galvanized cast iron, recessed drainage pattern, fitting on vent piping shall be galvanized cast iron, beaded pattern, screwed joints shall be made up to be perfectly tight without the use of lead or filler of any kind, except oil or graphite. Nipples for galvanized pipe shall be shoulder type. No close nipples shall be permitted.
- C. Joints shall be made with gasket or hemp or picked oakum and lead, at least 12 oz. of fine soft pig lead shall be used for each inch of diameter pipe used. Lead shall be run in one (1) pouring. All lead shall be pure and soft and of the best quality and shall be sufficiently heated to run joint full at one pouring without hardening. Dross shall not be allowed to accumulate in the melting pot. See 2.1, E. for joint options where permitted.
- D. All galvanized pipe and fittings shall be galvanized with prime western spelter by hot drip process.
- E. The Contractor has the option of using the following types of joints with hubbless cast iron pipe only if approved by the governing agencies. These joints shall be used throughout the project. No mixing of joints shall be permitted.

1. Neoprene gasketed joints similar to Ty-Seal (for above and underground application).
2. Hubless cast iron pipe with neoprene gaskets and stainless steel clamps (by Clamp-All or equal) above ground only. All in accordance with Cast Iron Soil and Pipe Institute Standard 301 latest edition. Hangers and supports shall be in accordance with manufacturer's recommendations.
3. Copper DWV system with 50-50 tin antimony solder, DWV with solvent welded or screwed joints meeting CS-270-65.

2.2 CLEANOUTS

- A. Provide easily accessible cleanouts where indicated at base of vertical stacks at ends of horizontal drainage lines and at intervals not exceeding 50 ft.; at each change of direction; on handholes of running traps, and where necessary to make entire drainage system accessible for rodding. Provide at least 18" clearance to permit access to cleanout plugs.
- B. Cleanouts for cast iron pipe shall consist of tarpped extra heavy cast iron ferrule caulked into cast iron fittings and extra heavy brass tapered screw plug with solid hexagonal unit. Cleanouts for wrought iron pipe shall consist of extra heavy brass screw plug in drainage fitting.
- C. Cleanouts turning out through walls and up through floors shall be made by long sweep ells or "Y" and 1/8 bends with plugs and face or deck plates to conform to Architectural finish in the room. Where no definite finish is indicated on the Architectural and/or Mechanical Drawings, wall plates shall be chrome plated cast brass and floor plates shall be nickel bronze.
- D. Cleanouts shall be full size at the pipe up to 6" inclusive. On larger size piping 6" size plugs shall be used.
- E. Cleanout fittings in vertical stacks shall consist of tapped tees capable of receiving a rough brass raised head cleanout plug, J.R. Smith S-4730, Zurn Z1445-A-BP or approved equal.
- F. All cleanout plugs shall be brass lubricated with graphite before installation.
- G. Cleanouts occurring in cast iron soil pipe above floor at change of direction of pipe run and at ends of horizontal runs shall be J.R. Smith S-4425, Zurn Z1441-A-BP or approved equal with cast iron ferrule for caulk connection and fitted with a straight threaded tapered bronze plug with raised hex head.
- H. Cleanout deck plates for finished areas shall be similar and equal to J.R. Smith 4020 series, Zurn ZB1400-X or approved equal with cast iron ferrule, scoriated cutoff sections, brass cleanout plus collar with brass bolts for waterproofed slabs. In tile floor areas the cleanout deck plates shall be recessed to tile.

2.3 FLASHING

- A. Provide 6 lb. lead flashing extending at least 10" beyond edge of all floor drains and vents through roof and all floor sleeves in floors with waterproofing or vapor barriers. Flashing shall be held securely in by clamping devices.
- B. All floor drains shall be provided with flashing rings and 24" square 6 lb. sheet lead flashing, properly flashed into flashing ring of the drain.

2.4 SANITARY DRAINAGE

- A. A complete system of drainage shall be provided as shown on the Drawings. The system shall include all drains, leaders, branches, house drains with all pipe fittings, hangers, anchors, etc. to make a complete sanitary drainage system. The systems shall extend through house drains and terminate as indicated on the Drawings.
- B. Piping shall be sizes as indicated on the Drawings. The sanitary drains shall have a pitch of 1/8" per ft. minimum unless otherwise noted. Branch connections to stacks and house drains shall pitch a minimum of 1/8" per ft.

2.5 PIPING AND FITTINGS

- A. Provide piping of one of the following materials, of weight/class indicated. Provide pipe fittings and accessories of same material and weight/class as pipes, with joining method as indicated.

PART 3 - EXECUTION

3.1 INSTALLATION OF PIPING

- A. The size of soil, waste and vent piping shall be as determined by the State codes, rules and regulations for plumbing and drainage, except where specifically noted to be larger by the Specifications or Drawings and all fixed rules of installation, as set forth in the codes, rules and regulations, shall be followed as part of the Specifications.
- B. This Contractor shall examine carefully the Architectural plans in detail and familiarize himself with all conditions relative to the installation of piping, particularly where same is concealed behind furring or in hung ceilings.
- C. In no case shall this Contractor permit his pipes to be exposed beyond finished plaster lines unless specifically shown on Drawings. He shall consult with the Contractors of other trades in the building and install his piping in such a way as to least interfere with the installation of other trades.
- D. Piping shall be installed, whether indicated or not, so to rise and/or drop to clear any and all conduits, lighting fixtures, ductwork and heating mains to maintain the desired cleat heights. This Contractor shall consult with the Contractors of other trades and facilitate the erection of the equipment and piping.
- E. Run piping straight and as direct as possible in general forming right angles with or parallel to walls or other piping. Risers and stacks shall be erected plumb and true. After cutting, all pipes shall be reamed out to full bore and before erection the inside of all pipes shall be thoroughly cleaned.
- F. No piping or work shall be concealed or covered until all required tests have been satisfactorily completed and work had been approved by the Architect and all other authorities having jurisdiction.

- G. Branch connections shall be made with "Wye" and long "Tee-Wye" fittings, short 1/4 bends, common offsets and double hubs will not be permitted. Short "Tee-Wye" fittings are to be used in vertical piping only. All fittings shall conform to code requirements.
- H. Cleanouts shall be provided at foot of all stacks, at changes of directions, at the ends of branch runs where shown and as required by code and shall be terminated as described under cleanouts.
- I. The house drains must be run at a minimum grade of 1/8" per ft. downward in the direction of flow. Wherever possible, a 1/4" per ft. pitch shall be maintained. Branch connections to stacks from fixtures shall pitch 1/4" per ft. where possible. Attention is again called to the necessity of maintaining the ceiling heights established.
- J. Furnish and install complete systems of vent pipes from the various plumbing fixtures and other equipment to which drainage connections are made. Vent pipes shall be connected to the discharge of each trap and shall be carried to a point above the ultimate overflow level of the fixture before connecting with any other vent pipe; in general, this will be approximately 3'-6" above the finished floor. Branches shall be arranged to pitch back to fixtures.
- K. The individual vent pipes shall be collected together in branch vent lines and connected to existing vent connections through roof.
- L. Any existing vents through roof, damaged, or if flashing on roof comes loose while connecting new vent to them shall be repaired and reflashed to the roof as required to maintain waterproofing the satisfaction of the Architect.

END OF SECTION 22 01 60

SECTION 22 03 00 - PLUMBING FIXTURES AND EQUIPMENT

PART 1 - GENERAL

Applicable Provisions of the Conditions of the Contract and Division 1 General Requirements govern the work in this section. Submit shop drawings for checking and approval.

1.1 DESCRIPTION OF WORK

- A. The work under this section shall consist of furnishing all labor, materials, equipment and appliances necessary and required to completely do all plumbing fixture work, as required by the Drawings and as specified herein, including but not limited to the following: plumbing fixtures, traps, fittings, trimmings, brackets, plates, anchor, chair carriers and supports.
- B. Just before the Owner's taking over the work in the building, this Contractor shall thoroughly clean all fixtures furnished and set under this Contract, leaving every fixture in perfect condition and ready for use.
- C. Submit shop drawings and roughing sheets for all equipment for checking and approval.

PART 2 - PRODUCTS

2.1 PLUMBING FIXTURES AND EQUIPMENT

- A. All fixtures shall be free from imperfections, true as to line angles, curves and color, smooth, watertight, complete in every respect and practically noiseless in operation, Fixtures specified are given as the typical standard required as manufactured by American Standard and they or other similar approved fixtures as made by Kohler or Eljer Companies shall be furnished, set and connected in good substantial, neat workmanlike manner.
- B. The letter designations hereinafter correspond with the schedule on the Drawings.
 - 1. Water Closet - Type A1
Flush valve type, wall mounted 2257.103 "Afwall" vitreous china, siphon jet action, elongated bowl, 1-1/2" top spud, Sloan Royal 115-1.6 or Zurn Z6000AV-2-WS1 low consumption flush valve, Olsonite #95 open front seat cover. Provide floor mounted carrier equal to Zurn Z1203 series or Z1204 series.
 - 2. Water Closet - Type A2 (Handicapped) Same as above except Handicapped.
 - 3. Lavatory - Type B1 (Handicapped)
0356.015 "Lucerne" white vitreous china lavatory with 8" centers, concealed arm support, 7723.018 offset grid drain, adjustable trap, loose key stops and all required trim. Chicago Faucet model 404-V665-E12 self-closing adjustable palm button faucet with vandal-proof aerator. Mount lavatory 34" above finished floor. Cover "P" trap and supplies and stops with Truebro "Handi-Lav-Guard" insulation kits.
 - 4. Double Bowl Stainless Steel Sink - Type B2

Elkay model no. STLR-3322-L 18 gauge stainless steel type 302, self-rimming, double bowl, Chicago Faucet model no. 989, 8 inch centers, L9-9-1/2 inch spout, 369 handles, E3 aerators, low profile spout base. Coordinate with General Contractor.

5. Urinal - Type C
6501.010 "Washbrook" white vitreous china, siphon jet urinal, wall hanger, 3/4" top spud, outlet connection threaded 2" inside, Sloan Royal 186-1 or Zurn Z-6003AV-WS1 low consumption flush valve with vacuum breaker and angle stop, Josam series 17800 or Zurn Z-1222 concealed chair carrier.
6. Shower - Type D
 - a. Concealed thermostatic mixing valve that provided temperature and pressure balancing equal to Powers type T425. Scald-proof with built-in temperature adjustment. Heavy cast brass body, stainless steel faceplate, die cast lever handle, corrosion resistant material. Maximum 125 psi, wall seal gasket, color-coded dial plate, ASSE 1016 standard, and CSA B125 standard. Provide check stop, # 141-377 chrome plated brass showerhead, arm and flange and vacuum breaker.
 - b. Shower floor shall be equal to Fiat model no. RM 36" x 36" of the Gibraltar Precast Terrazzo type. Shoulder shall not be less than 4" high inside, and not less than 3" wide. Rabbets shall be 1/8" wider than slabs used and shall not be less than 1/2" deep. Inside shoulder of rabbet shall be lower than outside shoulder. Drain body shall be stainless steel cast integral shall provide for a caulked lead connection of not less than 1" deep, to a 2" pipe. Strainer plate shall be of stainless steel, removable type. Terrazzo shall be made of marble chips cast in white Portland cement to produce a compressive strength of not less than 3000 psi, seven days after casting. Terrazzo surface shall be ground and polished with all air holes and/or pits to be grouted and excess removed. Specify color combination: black and white marble chips in white cement is standard. Optional, available at extra cost: white marble chips in white cement: green marble chips in white cement: tan marble chips in white cement.
 - c. Provide drains as shown on Drawings and described in Specifications. Coordinate with General Contractor.
7. Wash Basin - Type E
Bradley Terrazzo wash fountain Model WF2603 with foot peddle activation, 36" Semi-Circle.
8. Floor Drains: Josam series 30000A or Zurn Z415 type "B" coated cast iron, two-piece body with double drainage flange, flashing collar, weepholes, bottom outlet and adjustable strainer.
9. Wall Hydrants (Interior): J.R. Smith 5609 QT bronze nickel plated quarter turn with 3/4" hose connection, integral vacuum breaker with vandal resistant cap and T-handle key. Install under lavatories in all toilet rooms.
10. Domestic Hot Water Circulator Pump CP-1

Furnish and install domestic water circulator as indicated on Drawings between heater and storage tank. Grundfos model no. UP-43-75-BF, 22 gpm @ 15 ft. of head, 1/6 hp, stainless steel impeller, aluminum housing, bronze pump volute.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. All fixtures shown on Drawings shall be set, connected and tested by the Contractor. He shall also make all water; soil, waste, vent and other service connections to fixtures as shown on Drawings or as directed and shall set, furnish, connect and test all necessary fittings.
- B. All pipes at fixtures passing into walls, floors or partitions shall be provided with heavy cast brass escutcheons and security (tamperproof) set screws finished to match the pipe. No "waiving" of this section will be permitted.
- C. All fittings escutcheons, faucets, traps, exposed piping etc. shall be brass, chrome plated over nickel plate with polished finish. Any visible hanger nuts shall be security (tamperproof) type and shall likewise be chrome plated over nickel plate.
- D. This Contractor shall be responsible for protecting all plumbing fixtures including in these Specifications against injury from the building materials, tools and equipment. Any fixtures damaged during the construction period shall be replaced new. After all fixtures are set, this Contractor shall carefully grout all around fixtures.

END OF SECTION 22 03 00

SECTION 22 03 70 - SPRINKLER SYSTEM

PART 1 - GENERAL

Applicable Provisions of the Conditions of the Contract and Division 1 General Requirements govern the work in this section. Submit shop drawings for checking and approval.

1.1 DESCRIPTION OF WORK

- A. The work covered by this section consists of furnishing all labor, equipment, appliances, materials and performing all operations necessary for the installation of an automatic sprinkler systems all in strict conformance with NFPA, insurance regulatory agency and requirements of all authorities having jurisdiction. Provide approved hydraulically designed Drawings and calculations as required by insurance regulatory agency.

1.2 REFERENCES

- A. NFPA 13 - National Fire Protection Association Standard for the Installation of Sprinkler Systems.

1.3 SYSTEM DESCRIPTION

- A. Type of System: Wet System - Hydraulic.
- B. Occupancy Classification: Ordinary Hazard Occupancy.

1.4 SUBMITTALS

- A. Shop Drawings
 - 1. Complete sprinkler system layout indicating the locations of sprinkler heads, devices, and accessories. Include separate details of special or not easily visualized piping arrangements and inspectors test valves and connections.
 - 2. Hydraulic calculations shall be complete and cross referenced to the appropriate Drawing sheets per all Authorities having jurisdiction. Any deviations from Contract Documents require hydraulic calculations and sprinkler shop drawings to be stamped and signed by a Licensed NYS Professional Engineer.
 - 3. Submit four (4) copies of Drawings to Owner's Risk Management Group for approval.
- B. Product Data: Catalog sheets, specifications, and installation instructions. Indicate UL or FM approval for each product. Include the following additional information:
 - 1. Electrical Devices: Complete description of intended use, wiring diagrams, data plate information and, in the case of switching devices, whether normally on, or normally off. Include motor test data.
 - 2. Mechanical Devices: Complete description of intended use, including normal operating capacities and working pressures.
 - 3. Enclosures: Dimensions, materials, gauges of metals; type of door hinges and locks, and methods of securing the enclosure members to the building construction.
 - 4. Hose Threads: Verify that hose threads on fire department connections match threads on equipment used by the local or servicing fire department.
- C. Quality Control Submittals

1. Design Data: The portions of the sprinkler system not sized on the Contract Drawings shall be sized in accordance with NFPA requirements for Hydraulically Designed Systems. Submit Drawings and hydraulic calculations for approval.
2. Certificates: As required under Quality Assurance Article.
3. Installers Qualification Data
 - a. Name of each person who will be performing the Work.
 - b. Upon request, furnish names and addresses of the required number of similar projects that each person has worked on which meet the experience criteria.

D. Contract Closeout Submittals

1. Operation and Maintenance Data - Deliver 2 copies to the Owner's Representative
 - a. Instruction manual describing the operation and maintenance of the system.
 - b. Parts list for each mechanical and electrical device.
 - c. Publication NFPA 13A, Inspection, Testing, and Maintenance of Sprinkler Systems.

1.5 QUALITY ASSURANCE

- A. Qualifications: The persons employed to perform the work of this section and their supervisor shall be personally experienced in sprinkler work and shall have been regularly performing such work for a minimum of 5 years while in the employ of a company or companies engaged in the installation of sprinkler systems. Upon request, furnish to the Owner the names and addresses of five similar projects, which the foregoing people, have worked on during the past 3 years.
- B. Regulatory Requirements: Materials for the work of this section shall be Underwriter's Laboratories listed, and/or Factory Mutual approved.
- C. Certification: NFPA Contractor's Material and Test Certificate.

1.6 MAINTENANCE

- A. Spare Parts: Furnish the following items and deliver to the Owner's Representative for storage in spare sprinkler head cabinets:
 1. Spare sprinkler heads of required temperature range as follows:

| <u>Quantity</u> | <u>Type</u> |
|-----------------|-------------------|
| 5 | standard upright |
| 5 | concealed ceiling |
 2. One sprinkler head wrench to fit each type sprinkler head listed above.

PART 2 - PRODUCTS

2.1 VALVES AND ACCESSORIES (All Tamper Proof and Monitored)

A. Gate Valves (175 psig non-shock working pressure)

1. 3/4 inch to 2 inch: Bronze body, OS & Y indicating type; double or wedge disc with threaded ends.
2. 2-1/2 inch and larger: IBBM, OS & Y indicating type; double or wedge disc with end connections as required to suit the piping system.

B. Valve Locking Devices

1. Chain: 3/16 inch galvanized steel, welded link.
2. Padlock: Series 800 by Yale, Eaton Corp., Charlotte, NC: Key all locks alike. Furnish 2 keys for each lock.
3. Key Tags: 1-1/2 inch diameter, brass, stamped with valve number and service.
4. "S" Hooks: Brass, for securing keys to key tags.

C. Check Valves: IBBM, single clapper swing check with metal to metal or rubber faced checks, suitable for horizontal and vertical installation; end connections as required to suit the piping system; 175 psig non-shock working pressure. Ball Drip (where shown on Drawings): Brass, automatic; threaded on both ends.

D. Pressure Gauges: Range of 2 times system working pressure at point where installed. Equip with gauge cock and provisions for draining.

2.2 SPRINKLER HEADS AND APPURTENANCES

A. Sprinkler Heads: Brass or bronze, with standard 1/2 inch orifice, and deflector, as manufactured by Reliable Sprinkler Co., Grinnell, Fire Protection Co., or Elkhart Brass Manufacturing Co.

1. Upright or Pendent Type: (Quick Response) Provide in areas with no ceiling. Deflector designed to distribute water downward in a uniform hemispherical spray pattern. Reliable model GFR.
2. Concealed Type: (Quick Response) Provide in finished areas. All parts of sprinkler body including shank thread mounts above lower plane of finished ceiling, Reliable model G4QR.
3. Sidewall Type: (Quick Response) Equal to Reliable model GFR.
4. Markings: Stamp sprinkler type on deflector in addition to NFPA's color code requirements covering temperature classification.
5. Finish: White.

2.3 WATER FLOW ALARM DEVICE

A. Pressure Type Waterflow Switch - Equal to Reliable's model E having:

1. Corrosion-resistant vane.
2. Splash/dust resistant enclosure with anti-tamper switch.
3. Adjustable pneumatic retard.
4. Screw type wiring terminals.
5. Switch rated minimum 7.0 amps at 125 V ac and 0.25 amps at 125 V dc.

2.4 VALVE SUPERVISORY SWITCHES

- A. Mechanically actuated, designed to close contacts and sound an alarm when supervised valve is closed and when switch cover removed.
 1. For Gate Valves: Potter Electric Signal Co.'s OSYSU-A, or Grinnell's F640.
 2. For Post Indicator Valves: Potter Electric Signal Co.'s PIVSU-A2, or Potter-Roemer, Inc.'s 6223.

2.5 STEEL PIPE AND FITTINGS

- A. Steel Pipe for Threading: Standard weight, Schedule 40, black or galvanized; ASTM A53 or ASTM A135.
- B. Cast Iron Fittings
 1. Drainage Pattern, Threaded: ASME B16.12.
 2. Steam Pattern, Threaded: ASME B16.4.
 - a. Standard Weight: Class 125.
 - b. Extra Heavy Weight: Class 250.
 3. Flanged Fittings and Threaded Flanges: ASME B16.1.
 - a. Standard Weight: Class 125.
 - b. Extra Heavy: Class 250.
- C. Unions: Malleable iron, 250 lb. class, brass to iron or brass to brass seats.
- D. Couplings: Same material and pressure rating as adjoining pipe, conforming to standards for fittings in such pipe. Use taper tapped threaded type in screwed pipe systems operating in excess of 15 psig.
- E. Nipples: Same material and strength as adjoining pipe, except nipples having a length of less than one inch between threads shall be extra heavy.

2.6 DUCTILE IRON PIPE AND FITTINGS

- A. Water Pipe: Bitumen coated and cement-mortar lined; AWWA C151.
 1. 3 and 4 Inch Sizes: Class 51.
 2. 6 inch Size and Over: Class 50.
- B. Fittings: Bitumen coated and cement-mortar lined; AWWA C110.

2.7 BOLTED MECHANICAL BRANCH CONNECTION

- A. Victaulic Co.'s "Firelock" rigid coupling.

2.8 JOINING AND SEALANT MATERIALS

A. Thread Sealant

1. LA-CO Industries' Slic-Tite.
2. Loctite Corp.'s pipe sealant with Teflon.

B. Joint Packing

1. Oakum: FS A-A-1186.

C. Gaskets For Use With Ductile Iron Water 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.

D. Flange Gasket Material

1. For Use With Cold Water: 1/16 inch thick rubber.

E. Gaskets For Use With Grooved End Pipe and Fittings: Type and materials as recommended and furnished by the fitting manufacturer, for the service of piping system in which installed.

F. Anti-Seize Lubricant: Bostik Inc.'s Never Seez or Dow Corning Corp.'s Molykote 1000.

2.9 PACKING MATERIALS FOR BUILDING CONSTRUCTION PENETRATIONS

A. Oakum: FS A-A-1186.

B. Mechanical Modular Seals: Thunderline Corp.'s Link Seal wall and floor seals designed for the service of piping system in which installed.

2.10 PIPE SLEEVES

A. Type A: Schedule 40 steel pipe.

B. Type B: No. 16 gauge galvanized sheet steel.

C. Type C: Schedule 40 steel piping 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 through the metal deck.

D. Type D: No. 16 gauge galvanized sheet steel with 16 gauge 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 through the metal deck.

2.11 FLOOR, WALL AND CEILING PLATES

A. Cast Brass: Polished chrome plated finish, with set screw.

1. Solid Type: Models 5 and 5T by Pegasus Mfg. Inc., Cheshire, CT; and Models 951 - 960 (inclusive) by Bridgeport Plumbing Products, Moutrie, GA.

B. Cast Iron: Solid type, unplated, with set screw; Model 395 by Grinnell Corp., Cranston, RI.

2.12 SUPPORTS, HANGERS AND ANCHORS

A. Pipe hangers, supports anchors, etc. shall be designed and fabricated to comply with NFPA Code No. 13.

B. Hangers for piping below the roof shall be supported from the roof or the building structural steel. Where hangers cannot be supported directly from the building roof or structural members, any additional steel required to support the hangers shall be furnished and erected. No drilling or welding to, structural members shall be permitted. All structural attachments shall be beam clamps. Inserts and sleeves for supports shall be provided in concrete where necessary.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Unless otherwise shown or specified, install the Work of this section in accordance with NFPA 13, and the item manufacturer's installation instructions.

B. Before beginning work, Contractor shall obtain all bonds, permits, fees, etc. from all authorities having jurisdiction.

C. Locking Valves

1. Lock gate valves in open position with chain looped through handwheel and around adjacent sprinkler pipe. Secure with padlock.

2. Lock test outlet valve in closed position with padlock.

D. Spare Sprinkler Head Cabinet: Secure to building wall or other permanent structure in vicinity of main valve controlling sprinkler system, unless otherwise directed.

E. Signs: Install signs identifying the following:

1. Valves: One for each size, type and function.

2. Water Motor Alarm.

3. Hydraulically Designed System.

F. Workmanship

1. All work shall be performed in a practical and workmanlike manner by mechanics skilled in the work they are to do using the best practices of their trade.

2. No work shall be covered or hidden from view until it has been inspected and approved by the Engineer.
 3. Any workmanship or materials not meeting with the requirements of the Contract Documents and/or the satisfaction of the Engineer shall be rejected. The Contractor shall immediately replace defective work and materials as required by the Engineer, at no additional cost to the Owner.
- G. Cutting and Patching: Unless otherwise specified, the Contractor shall do all cutting and patching necessary for the installation of work in accordance with Division 1 of Specifications. This cutting and patching shall be done only after having obtained the Engineer's approval as to the location and extent of the cutting.
- H. Drain Connections: Contractor is cautioned to arrange his permanent installation of piping in such a manner to that all or any part of the work may be completely drained. All piping shall be pitched so as to drain to the main drain.
- I. As-Built Drawings: This Contractor shall keep an accurate dimensional record of all mechanical work on marked prints. The Contractor shall furnish one (1) set of as-builts at the completion of the project and before final payment shall be made.

3.2 FIELD QUALITY CONTROL

- A. Tests: Unless otherwise shown or specified, perform tests in accordance with NFPA 13.
1. Flushing: In addition to the requirements of the Standard, flush new piping before making final connection to existing systems and before performing hydrostatic test. Flush at rates of flow prescribed in the Contractor's Material and Test Certificate.
 2. After making final connections, flush entire system and assure that debris is removed from piping and there are no stoppages or obstructions in the system.
 3. System Tests
 - a. Test all New Work.
 - b. Notify the Owner's Representative when the work of this section is ready for testing.
 - c. Perform the tests when directed, and in the Owner's Representatives presence.
 4. Furnish Certificate of Approval for completed system to the Owner.

END OF SECTION 22 03 70

SECTION 22 04 20 - SUPPORTS, SLEEVES AND PLATES

PART 1 - GENERAL

Applicable Provisions of the Conditions of the Contract and Division 1 General Requirements govern the work in this section. Submit shop drawings for checking and approval.

1.1 DESCRIPTION OF WORK

- A. This Contractor shall furnish and install all plates, hangers and supports for his piping.
- B. All piping shall be hung or supported from structural members only.

PART 2 - PRODUCTS

2.1 PIPING

- A. All piping shall be supported from building structure in a neat and workmanlike manner wherever possible, parallel runs of horizontal piping shall be grouped together on trapeze hangers. Vertical risers shall be supported at each floor line with steel pipe clamps. Use of wire perforated metal to support pipes will not be permitted. Hanging pipes from other pipes will not be permitted.
- B. Necessary structural members, hangers and supports of approved design to keep piping in proper alignment and prevent transmission of injurious thrusts and vibrations shall be furnished and installed. In all cases where hangers, brackets, etc., are supported from concrete construction, care shall be taken not to weaken concrete or penetrate waterproofing.
- C. All hangers and supports shall be capable of screw adjustment after piping is erected. Hangers supporting piping expanding into loops, bends and offsets shall be secured to the building structure in such a manner that horizontal adjustment perpendicular to the run of piping supported may be made to accommodate displacement due to expansion. All such hangers shall be finally adjusted, both in the vertical and horizontal direction, when the supported piping is hot.
- D. Pipe hangers shall be as manufactured by Grinnell, whose catalog numbers are given herein, or equivalent Carpenter and Paterson, or F&S Mfg. Co.
- E. Piping shall be supported as follows unless otherwise indicated on the Drawings:
 - 1. Piping: 1-1/2 inch and smaller Fig. #260 adjustable clevis hanger. 2 inch and larger Fig. #174 one-rod swivel roll hanger.
 - 2. Two-rod hangers shall be used for piping close to the ceiling slab or where conditions prohibit use of other hanger types.
 - 3. Anchors for hanger rods shall be Phillips "Red Head" self-drilling type. Anchors shall be placed only in vertical surfaces.
 - 4. Spacing of pipe supports shall not exceed 6 feet for pipes up to 1-1/2 inch and 10 feet on all other piping.

5. Hangers shall pass around insulation and a 16 gauge steel protective band; 12 inch long shall be inserted between hangers and insulation.
 6. All piping shall be supported to allow free movement where expanding or contracting. Pipe shall be anchored as required or directed.
 7. All lateral runs of piping shall be securely supported on hangers, rolls, brackets, etc. and in a manner to allow for proper expansion and elimination of vibration.
 8. 2 inch and smaller pipe, where run on walls, shall be supported on wrought iron "J" hook brackets with anchor bolts.
 9. All horizontal pipe, where run overhead or on walls, shall be supported as follows unless otherwise indicated: On adjustable steel clevis type hangers suspended on hanger rods, pipe sizes up to and including 4 inch.
- F. Space limitations in hung ceilings spaces and conditions in other locations may require use of other type of hangers than those specified above. Suitable and approved pipe hangers shall be provided for such job conditions.
- G. All supports shall be fastened to structural members or additional steel supports furnished by this Contractor.
- H. Hanger rods shall be steel, threaded with nuts and lock nuts, sizes in accordance with following schedule:

| <u>Pipe Size</u> | <u>Rod Size</u> |
|-------------------------|-----------------|
| 3/4" to 2" inclusive | 3/8" |
| 2-1/2" and 3" inclusive | 1/2" |
| 4" and 5" inclusive | 5/8" |
| 6" | 3/4" |
| 8" to 12" inclusive | 7/8" |

- I. Cast iron piping shall be supported at intervals of not more than (5) feet (at each hub) on straight runs.

PART 3 - EXECUTION

3.1 PIPING

- A. Where pipes pass through masonry, concrete walls, foundations, or floors, this Contractor shall set sleeves as are necessary for passage of pipes. These sleeves shall be of sufficient size to permit insulation where required to be provided around pipe passing through. This Contractor shall be responsible for exact location of these sleeves.

- B. Sleeves shall not be used in any portion of building where use of same would impair strength or construction features of the building. Inserts for supporting lateral pipes and equipment shall be placed and secured to form work, and all sleeves inserts locations shall be thoroughly checked with Architect so as not to conflict with other trades.
- C. Where pipes pass through floor or walls, they shall be provided with chromium plated escutcheons.
- D. Anchor horizontal piping where indicated and wherever necessary to localize expansion or prevent undue strain on branches. Anchors shall be heavy forged construction entirely separate from supports.
- E. Anchor vertical piping wherever indicated and wherever necessary to prevent undue strains on offsets and branches. Anchors, unless otherwise noted shall be heavy steel clamps securely bolted and welded to pipes. Extension ends shall bear on building construction.
- F. Auxiliary steel supports that may be required for all mechanical equipment shall be furnished and installed by this Contractor.
- G. All operating equipment including pumps, piping, etc. shall be supported so as to produce minimum amount of noise transmission.

END OF SECTION 22 04 20

SECTION 22 04 30 - INSULATION

PART 1 - GENERAL

Applicable Provisions of the Conditions of the Contract and Division 1 General Requirements govern the work in this section. Submit shop drawings for checking and approval.

1.1 DESCRIPTION OF WORK

- A. The work under this section shall consist of furnishing all labor, materials, equipment and appliances necessary and required to completely do all insulation work as required by the Drawings and as specified herein including but not limited to the following: Insulation, covering, bands, tie wire.

PART 2 - PRODUCTS

2.1 INSULATION

- A. The materials as specified have been selected from the catalogs of Owens-Corning Fiberglass Corp. and Johns-Manville Sales Corporation and are representative of the quality, design and finish desired. Insulation as manufactured by Gustin Bacon Co., or other approved manufacturer may be submitted for approval provided the product meets fully in all respects (such as density, moisture absorption, alkalinity, thermal-conductivity, jackets) to the materials as delineated below.
- B. All insulation shall be UL rated non-combustible type classified flame spread-25, smoke-developed-50.

2.2 PIPING, FITTINGS AND VALVES

- A. All insulation thickness shall be in accordance with the latest edition of the New York State Energy Conservation Construction Code.
- B. Minimum pipe insulation shall be:
 - 1. Hot water piping up to 2"-1" insulation and piping 2-1/2" and larger - 1-1/2" insulation.
 - 2. Cold water piping up to 2" - 3/4" insulation and piping 2-1/2" and larger - 1" insulation.
- C. Domestic cold, hot water hot water return indirect waste, storm and piping aboveground. All piping shall be insulated with sectional glass fiber insulation, Owens-Corning 2 piece ASJ/SSL. Joints between sections shall be sealed with factory supplied 3 inch wide sealing strips. Sealing by means of Owens Corning self-sealing lap will also be acceptable. Install (anti-sweat) vapor barriers on all cold water piping.
- D. Domestic hot and cold water valves and fittings - Fittings, valves, etc. shall be insulated with flexible blanket insulation compressed to 1/2 its thickness, tied on with jute twine over which shall be applied a flood coat of Insul-Coustic IC-102 and 10-20 open weave glass cloth. Glass cloth to be finished within additional coat of IC-102. Insulation blanket shall be Owens-Corning wrap.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. All insulation on pipes running through walls, floors, partitions and beams shall be continuous through sleeves and openings.
- B. Insulation shall be installed only after all tests of the piping system have been completed.
- C. All insulation shall fit snugly.
- D. All surfaces shall be clean and dry when insulation is applied.
- E. Longitudinal joints shall be on least conspicuous side off the pipe.
- F. Valves shall be insulated up to the packing unit.
- G. As specified hereinbefore, all horizontal runs of piping will be supported on adjustable clevis or group trapeze type hangers. Pipe hangers will be installed outside of the insulation. Where hangers occur, prefabricated insulation protective saddles shall be "Insul-Shield-Multi-Purpose-Saddle" as manufactured by Insul-Coustic Corp. or approved equal.
- H. Hot and cold water branch piping extending through slab or knockout panels to serve equipment shall be insulated to a point 4 inch above the top of sleeve provided for pipe.
- I. The use of staples shall not be permitted.
- J. It is the intent of this Specification that all vapor barriers be continuous throughout. Reinstate existing piping at point of new pipe connections.

END OF SECTION 22 04 30

SECTION 22 04 70 - TESTS AND ADJUSTMENTS

PART 1 - GENERAL

Applicable Provisions of the Conditions of the Contract and Division 1 General Requirements govern the work in this section.

1.1 TESTS AND ADJUSTMENTS

- A. The Contractor shall, at his own expense, during the progress of the work or upon its completion as ordered make such tests as are specified or as required by and in the presence of the Architects, Building Inspectors, etc. At least 48 hours' notice shall be given in advance of all tests.
- B. The Contractors shall provide all apparatus, temporary work or other requirements necessary for all tests. He shall take all due precautions to prevent damage to the building, its contents or the work of the other Contractors, that may be incurred by all tests. This Contractors shall also be responsible for the work of other Contractors that may be damaged or disturbed by the tests or the repair or replacement of his work, and he shall without extra charges, restore to its original condition, any work of other Contractors to do the work of restoration.
- C. Tests on the various systems may be conducted in sections as the work progresses or when the systems are completed.
- D. No caulking of pipe joints to remedy leaks will be permitted except where joints are made with lead and oakum.
- E. Each section of the sanitary, storm and vent piping tested shall have all openings tightly closed with screw plugs, or equal device. The drainage and vent systems shall be filled with water and proven tight under a 10'-0" head for a minimum of four (4) hours. Water level must remain constant through test without adding water.
- F. Upon final completion of the sanitary systems and when all fixtures and appurtenances have been set and the systems are in complete working order, all traps in the systems shall be filled with water and a thick penetrating smoke shall be introduced into the entire system.
- G. As smoke appears at the stack openings on the roof, such openings on the roof shall be tightly closed and a pressure equivalent to 1-1/2 inch of water shall be maintained during the test. Oils of peppermint shall be added at the smoke making machines so that any leakage is readily discernible.
- H. Before any covering is applied to the domestic water piping systems, the entire domestic water piping systems shall be hydrostatically tested for eight (8) hours to a hydraulic pressure of 125 psig.
- I. At the completion of the test, Contractor shall furnish the Owner with one (1) copy of test certificates as issued by the insurance company.
- J. Adjustments: Tests and adjustments shall be repeated as often as necessary until the systems are tight and are to the entire satisfaction of the Plumbing Inspector, Engineers and any other authorities having jurisdiction.
 - 1. Contractor is to thoroughly instruct the building custodian in the proper care and operation of the entire system. Contractor shall prepare for use by custodian, detailed brochures of

instructions in non-technical terms, describing the maintenance and operation of all fixtures, apparatus, valves, controls etc. furnished by him.

2. Should any part of the work performed under this Contract fail to function because of cracked piping, obstructions, debris in piping, leaks in piping or any other cause, this Contractor shall disconnect, clean and reconstruct the work at his own expense and pay for any damages to adjoining work.
3. Water flow is to be balanced and adjusted to all flushvalves, faucets, etc.
4. All parts of the plumbing system are to be thoroughly flushed until cleared of all grease and sediment and all dirt pockets cleaned. Repeat as often as necessary, open all cleanouts and reset in graphite.
5. All new motors shall be oiled as required.
6. All new valves are to have stuffing boxes packed and adjusted.

END OF SECTION 22 04 70

SECTION 22 04 80 - TAGS, CHARTS AND IDENTIFICATION

PART 1 - GENERAL

Applicable Provisions of the Conditions of the Contract and Division 1 General Requirements govern the work in this section. Submit shop drawings for checking and approval.

1.1 TAGS, CHARTS AND IDENTIFICATION

- A. Every valve installed under this Contract shall be tagged or labeled as follows: Tag shall be etched brass securely fastened to valve handwheels with heavy brass "S" hooks, soldered closed. At lock shield and similar type valves, tags for same shall be securely wired to valve body.
- B. Charts shall be provided for each piping system, as approved and shall consist of schematic diagrams of piping layouts showing and identifying each valve and piece of equipment etc., and its use. Upon completion one (1) copy of diagrams and valve charts suitably framed under glass, shall be furnished and mounted where directed. One (1) copy of diagrams and valve charts shall be delivered to Owner.
- C. This Contractor shall provide on all piping, semi-rigid, wrap around plastic identification markers equal to Seton Snap-Around and/or Seton Strap-On pipe markers.
- D. Each marker background is to be appropriately color coded with a clearly printed legend to identify the contents of the pipe. Directions of flow arrows are to be included on each marker.
- E. Identification of all piping shall be adjacent to each valve, at each pipe passage through wall, floor and ceiling construction and at each branch and riser take-off.
- F. Identification shall be on all horizontal pipe runs, marked every 15 ft. as well as at each inlet outlet of equipment at changes in direction.

END OF SECTION 22 04 80

SECTION 22 04 90 - GUARANTEE

PART 1 - GENERAL

Applicable Provisions of the Conditions of the Contract and Division 1 General Requirements govern the work in this section.

1.1 GUARANTEE

- A. The Contractor shall remove, replace and/or repair at his own expense and at the convenience of the Owner, any defects in workmanship, materials, ratings, capacities and/or characteristics occurring in the work within one (1) year or within such longer period as may be provided in the Drawings and/or Section of the Specifications, which guarantee period shall commence with the final acceptance of the entire Contract in accordance with provisions stated in the General Conditions, and the Contractor shall pay for all damage to the system resulting from defects in the work and all expenses necessary to remove, replace and/or repair and any other work which may be damaged in removing, replacing and/or repairing the work.

END OF SECTION 22 04 90

SECTION 23 01 00 - GENERAL CONDITIONS MECHANICAL

PART 1 - GENERAL

Applicable Provisions of the Conditions of the Contract and Division 1 General Requirements govern work in this section.

1.1 GENERAL CONDITIONS

- A. Before submitting a proposal, Bidders shall examine all related to this work and shall become fully informed as to the extent and character of the work required and its relation to the other work in the building.
- B. Before commencing work, the Contractor will examine all conditions of the project upon which his work is in any way dependent for perfect workmanship according to the intent of this Specification. No "waiver of responsibility" for incomplete, inadequate or defective adjoining work will be considered unless notice has been filed by this Contractor and acceded to by the Owner's representative in writing before the Contractor begins any part of the work.
- C. The Contractor will pay for all licenses, permits and inspection fees required by civil authorities having jurisdiction. Comply with all laws, ordinances, regulations, and fire underwriter's requirements applicable to work herein specified without additional expense to the Owner.
- D. Small scale drilling through walls and floors or cutting of piping insulation which may contain asbestos shall be performed by a person with a "restricted asbestos handler allied trades certificate" and shall have a copy of it in his possession at all times while working of the project. This shall also apply to removal of piping, ductwork or equipment insulation.
- E. It is specifically intended that anything (whether material or labor), which is usually furnished as a part of such equipment, as is hereinafter called for (and which is necessary for the completion and proper operation) shall be furnished as part of this Contract without additional cost the Owner, whether or not shown in detail or described in the Specifications.
- F. When Drawings and Specifications conflict or there is a question as to the proper intent of this Contract, the Contractor shall assume the greater quantity, the higher quality and/or the more expensive method in his pricing. All questions shall be directed to the Architect/Engineer in writing only and only up to ten (10) days prior to bidding.
- G. The Drawings indicate the general runs of the piping, ductwork, etc. systems and the location of equipment and apparatus, however it shall be understood that the right is reserved by the Architect/Engineer to change the location of piping work, ductwork, equipment and apparatus to a reasonable extent as building conditions may dictate, prior to their installation without extra cost to the Owner.
- H. All components supplied by this Contractor shall be UL listed and/or ETL labeled and shall conform to ASHRAE Standard 15.
- I. Any changes from the Drawings and Specifications and any interpretation thereof shall have the prior approval of the Architect/Engineer. The Contractor shall submit in writing, at the time of signing the Contract, any items of necessary labor and materials, which, in his opinion, are lacking in requirements of the Drawings and Specifications to insure a complete job in all respects. No

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consideration will be granted to alleged misunderstanding of materials to be furnished, work to be done, or conditions to be complied with, it being understood that the tender of a proposal carries with it the agreement to all items and conditions referred to herein or indicated on the accompanying Drawings.

END OF SECTION 23 01 00

SECTION 23 01 10 - SCOPE OF WORK MECHANICAL

PART 1 - GENERAL

Applicable Provisions of the Conditions of the Contract and Division 1 General Requirements govern work in this section.

1.1 SCOPE OF WORK

- A. The work under this section includes all labor, materials, equipment, tools, transportation, and the performance of all work necessary and required for the furnishing and installation complete of all work as shown on the Contract Documents, including but not necessarily limited to the following:
1. Exhaust, fans and related appurtenances.
 2. Heat pumps and condensing units.
 3. All required piping, valves and related specialties.
 4. Sheetmetal ductwork and related accessories.
 5. Duct and pipe insulation.
 6. Registers, diffusers, and dampers.
 7. Rigging of equipment.
 8. Furnish all combination motor starter/disconnects for equipment (with the exception of starters and electric items already mounted on equipment or equipment not requiring same). Fan motor starter/disconnects shall have contacts for ATC connection and a terminal block connection for Fire Alarm fan shutdown. Starters per manufacturers recommendations. Underwriters inspection and certificate required. Coordinate with Electrical Contractor.
 9. Air and Water Balancing.
 10. Automatic temperature controls with complete wiring (regardless of voltage).
 11. Testing, adjusting and start-up of equipment.
 12. Painting and identification of all equipment and piping.
 13. Firestopping per NFPA requirements (UL approved systems).
 14. Operating and maintenance instructions.
 15. As-Built Drawings - Refer to Front End Specifications.
 16. Cutting and Patching - Refer to Front End Specifications.
 17. Excavation and Backfill - Refer to Front End Specifications.

- B. Coordination Drawings (if applicable): Attention is directed to Division 1 for coordination drawing requirements for this project. These drawings are critical to the proper execution of the work and failure to honor these requirements may become the basis for denial of any and all claims for either or both “time” and “money”.

1.2 REMOVALS

- A. Removals should be coordinated with other trades affected.
- B. Piping which penetrates the construction may be cut and capped provided capping is done beneath the finished surfaces so that construction over it can be achieved.
- C. All removals shall be removed from the site.

1.3 ALTERATION WORK

- A. All equipment, piping, control components, etc. to be removed, shall be disposed of or salvaged as directed by the Owner. They shall not be removed from the premises without the Owner’s approval.
- B. All piping to be removed shall be properly plugged or capped so that upon completion of all new work, all abandoned piping shall be concealed in finished areas.
- C. No dead ends shall be left on any piping upon completion of job. The existing system shall be left in perfect working order upon completion of new work.
- D. Location and sizes of existing piping, ductwork, equipment, etc. are approximate. Exact sizes and locations of all existing work shall be verified on the job.

END OF SECTION 23 01 10

SECTION 23 02 60 - DUCTLESS SPLIT SYSTEMS (HEAT PUMPS)

PART 1 - GENERAL

Applicable Provisions of the Conditions of the Contract and Division 1 General Requirements govern the work in this section. Submit shop drawings for checking and approval.

1.1 SYSTEM DESCRIPTION

- A. Indoor, High Wall mounted, direct-expansion fan coils are matched with a heat pump outdoor unit. Unit based on Toshiba Carrier or approved equal.

1.2 AGENCY LISTINGS

- A. Unit shall be rated per AHRI Standards 210/240 and listed in the AHRI directory as a matched system. Units shall be certified by UL and CSA.

1.3 DELIVERY, STORAGE AND HANDLING

- A. Units shall be stored and handled per unit manufacturer's recommendations.

1.4 WARRANTY

- A. One-year parts, 5-year compressor limited warranty.

PART 2 - PRODUCTS

2.1 EQUIPMENT (INDOOR UNIT)

- A. General: Indoor, direct-expansion, wall-mounted fan coil. Unit shall be complete with coil, fan, fan motor, piping connectors, electrical controls, microprocessor control system, and integral temperature sensing. Unit shall be furnished with integral wall mounting bracket and mounting hardware.
- B. Unit Cabinet: Cabinet discharge and inlet grilles shall be attractively styled, high-impact non-metallic material.
- C. Fans
 - 1. Fan shall be tangential direct-drive blower type with air intake at the top of the unit and discharge at the bottom front. Automatic, motor-driven vertical air sweep shall be provided standard.
 - 2. Vertical air sweep operation shall be user selectable using the remote control and the horizontal air direction may be set manually.
- D. Coil: Coil shall be copper tube with aluminum fins and galvanized steel tube sheets. Fins shall be bonded to the tubes by mechanical expansion and specially coated for enhanced wet-ability. A drip pan under the coil shall have a factory installed drain connection (on both ends) for hose attachment to remove condensate.
- E. Motors: Motors shall be totally enclosed, permanently lubricated ball bearing with inherent

overload protection. Fan motors shall be inverter controlled variable speed.

- F. Controls: Controls shall consist of a microprocessor-based control system which shall control space temperature, determine optimum fan speed, run self diagnostics, provide save mode and self-cleaning. The temperature control range shall be from 62°F to 86°F. User interface with the unit shall be accomplished through an accessory wired or wireless remote control (can be configured for °F or °C). The wired remote control shall be capable of running system diagnostics (displays operating conditions of the system).
- G. The unit shall have the following functions as a minimum:
1. Selectable automatic restart, after power failure the system will restart at the same operating conditions as before the failure.
 2. A timer function to provide a minimum 24-hour timer cycle for system Auto Start/Stop.
 3. Temperature-sensing controls shall sense return air temperature at the unit or at the remote control
 4. Indoor coil freeze protection in both cooling and heating (reversing valve failure) modes.
 5. Automatic air sweep control to provide multiple operating modes of the air sweep louvers.
 6. Dehumidification mode shall provide increased latent removal through total system modulation.
 7. Fan-only operation to provide room air circulation when no cooling is required.
 8. Diagnostics shall provide continuous checks of unit operation and warn of malfunctions. Error messages shall be displayed at the unit or the remote control.
 9. Fan speed control shall be user-selectable: high, medium, low, or microprocessor determined based on the differential between the room temperature and the set point during all modes of operations.
 10. Automatic changeover control shall include an adjustable dead band to prevent rapid mode cycling between heating and cooling.
 11. Indoor coil high temperature protection shall be provided to detect excessive indoor discharge temperature in heating.
 12. Cold blow prevention in heating.
 13. Adjustable compensation for air stratification in heating.
- H. Filters: Unit shall have factory-supplied cleanable filters, with adjustable filter cleaning reminder on wired remote control
- I. Operating Characteristics: The systems shall have a SEER in the range of 16.7 to 19.5, and an HSPF in the range of 9.8 to 11.5. For specific system ratings refer to the AHRI directory.
- J. Special Features (Accessories)
1. User Interface can be accomplished with:
Wired remote control (programmable or non-programmable) shall be capable of controlling from 1 to 8 daisy-chained units.
 2. Condensate pump and installation kit.
- 2.2 EQUIPMENT (OUTDOOR UNIT)
- A. General: Factory assembled, single piece, air-cooled outdoor unit. Contained within the unit enclosure shall be all factory wiring, piping, controls, and the compressor.

B. Unit Cabinet

1. Unit cabinet shall be constructed of pre-coated steel, finished on both inside and outside.
2. Unit access panels shall be removable with minimal screws and shall provide full access to the compressor, fan, and control components.
3. Compressor shall be isolated and have an acoustic wrap to assure quiet operation.
4. Compressor compartment shall be isolated to allow performing diagnostics while the system is running.

C. Fans

1. Outdoor fan(s) shall be direct-drive propeller type and shall discharge air horizontally. Fans shall draw air through the outdoor coil.
2. Outdoor fan motor(s) shall be totally-enclosed, inverter driven with permanently-lubricated ball bearings. Motor shall be protected by internal thermal overload protection.
3. Shaft shall have inherent corrosion resistance.
4. Fan blades shall be non-metallic and shall be statically and dynamically balanced.
5. Outdoor fan openings shall be equipped with non-metallic protective grille over fan.

D. Compressor

1. Compressor shall be fully hermetic, inverter driven, twin cylinder rotary type.
2. Compressor shall be equipped with oil system, operating oil charge, and motor. Internal overloads shall protect the compressor from over-temperature operation.
3. Motor shall be suitable for operation in an R-410A refrigerant atmosphere.
4. Compressor assembly shall be installed on rubber vibration isolators.
5. Compressors shall be available in inverter driven capacities from 18,000 Btu/hr to 24,000 Btu/hr.

E. Outdoor Coil: Coil shall be constructed of aluminum fins mechanically bonded to seamless copper tubes, which are cleaned, dehydrated, and sealed.

F. Refrigeration Components: Refrigerant circuit components shall include brass liquid line and suction line service valves, service gage port connections with Schrader type fittings, accumulator and reversing valve.

G. Controls and Safeties: Operating controls and safeties shall be factory selected, assembled, and tested. The minimum control functions shall include the following:

1. Controls
 - a. A time delay sequence is provided in the inverter control.
 - b. Automatic outdoor-fan motor speed control.
2. Safeties
 - a. Diagnostics provided by inverter control.
 - b. Compressor motor current and temperature protection.
 - c. Outdoor fan failure protection (High Pressure Switch).
 - d. Low pressure protection.
 - e. Fusible plug to vent refrigerant safely in case of a fire.

H. Electrical Requirements

1. All sizes shall utilize 208/230-1-60 field power supply.
2. Outdoor unit provides power to the indoor fan coil.
3. Two-way low voltage communication between outdoor and indoor unit.
4. All power and control wiring must be installed per NEC and all local electrical codes.

I. Refrigerant Line Lengths: The unit shall be capable of maximum line lengths of 165ft. The maximum vertical lift or drop is 100 ft.

J. Special Features

1. Crankcase oil temperature regulation by inverter control.
2. User activated forced defrost cycle.
3. User activated refrigerant pump down cycle.
4. Wind baffle to allow cooling operation down to 5 °F

2.3 AIR CONDITIONING CONDENSATE PUMP

(Provide In All Cases Where Condensate Cannot Drain By Gravity)

- A. Pump shall be equal to “Little Giant” model no. VCMA-15ULS-554401. Automatic, 15 ft. shut-off, 1/2 gallon tank, safety switch check valve, 6 ft. power cord power cord with plug.
- B. Provide 3/8” copper tubing discharge piping installed per manufacturer’s recommendations.
- C. For roof discharge applications provide pitch pocket, rigid 3/8” copper discharge piping and gooseneck turned down 12 inches above roof. Provide splash block and remove pump check valve before installation.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Inspect equipment space locations before beginning installation. Verify that the space is correct for entry and access. Do not proceed with installation of the equipment until unsatisfactory conditions have been corrected.

DUCTLESS SPLIT SYSTEMS
(HEAT PUMPS)

3.2 INSTALLATION

- A. Comply with manufacturer's instructions and recommendations for installation of equipment, accessories and components.
- B. All heating, ventilating and air conditioning equipment shall be carefully designed, constructed and installed so as to prevent any objectionable noise or vibration reaching any part of the building outside of the mechanical equipment room. Care shall also be taken to prevent transmission of noise or odor through ductwork into other spaces. The Contractor shall be required to rectify or replace at his own expense, any equipment not complying with the foregoing requirements.

3.3 CLEANING

- A. Clean interior and exterior surfaces promptly after installation of equipment and components. Take care to avoid damage to protective coatings and finishes. Remove excess sealants, lubrication, dirt and other foreign substances.

END OF SECTION 23 02 60

SECTION 23 03 00 - FANS

PART 1 - GENERAL

Applicable Provisions of the Conditions of the Contract and Division 1 General Requirements govern the work in this section. Submit shop drawings for checking and approval.

PART 2 - PRODUCTS

2.1 FANS

- A. Furnish and install fans of the type, models, size and capacity indicated on the Drawings. Models indicated are as manufactured by Carnes Company. ACME or Greenheck, with equivalent characteristics will be considered.
- B. Refer to Drawing schedule for required accessories and related appurtenances.

2.2 IN LINE FANS

- A. Construction: Unit exterior shall be constructed of heavy gauge galvanized steel. The fan housing shall be square in shape and readily attachable to building ductwork. Unit side panels shall be removable for easy access for maintenance and service. The power assembly shall be removable as a complete module.
- B. Wheel: Wheels shall be of the centrifugal backward inclined type. Wheels shall be constructed of aluminum and contain a matching inlet venturi for optimum performance. Wheels shall be statically and dynamically balanced.
- C. Shaft: Fan shafts shall be precision ground and polished. Shafts shall have a first critical speed of at least 125% of the fan's maximum operating speed.
- D. Bearings: Bearings shall be of the one piece, cast iron, pillow block type with relubricable zerk fittings. Bearings shall be designed for final system balancing.
- E. Drive: Drives shall be sized for a minimum of 150% of driven horsepower. Machined, cast iron motor sheaves shall be adjustable for final system balancing.
- F. Motor: Motor shall be heavy duty ball bearing type, closely matched to the fan load. All motors shall be listed by UL and/or CSA. A disconnect switch shall be factory installed and wired to the fan motors as standard. Motors shall be mounted on the outside of the unit isolated from the airstream. The belt and pillow block ball bearings shall be protected from the airstream by an enclosure.
- G. Backdraft Damper: When no motorized damper is indicated on Drawings at discharge of fan, provide gravity backdraft damper.
- H. Fans shall bear the AMCA ratings seal for Sound and Air performance. Fans shall carry the UL and/or CSA listing mark. Fans shall bear a permanently attached nameplate displaying model and serial number of the unit for future identification.

2.3 CEILING MOUNTED EXHAUST FANS

- A. Ceiling mounted exhaust fans shall be of the centrifugal direct driven type. The wheel shall be of the forward curved design, balanced for extremely low sound levels. The motor shall be a low r.p.m. and permanently lubricated for continuous operation. The motor shall be resilient mount to help reduce vibration.
- B. Duct connectors shall be provided and will include built-in automatic backdraft dampers. Grilles shall be of a durable, low profile design with a white finish. 8-way adjustable mounting brackets will be provided to permit a variety of mounting options. Cabinets shall be constructed of heavy gauge galvanized steel and shall include an acoustic lining.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Inspect equipment space locations before beginning installation. Verify that the space is correct for entry and access. Do not proceed with installation of the equipment until unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Comply with manufacturer's instructions and recommendations for installation of equipment, accessories and components.
- B. All heating, ventilating and air conditioning equipment shall be carefully designed, constructed and installed so as to prevent any objectionable noise or vibration reaching any part of the building outside of the mechanical equipment room. Care shall also be taken to prevent transmission of noise or odor through ductwork into other spaces. The Contractor shall be required to rectify or replace at his own expense, any equipment not complying with the foregoing requirements.

3.3 CLEANING

- A. Clean interior and exterior surfaces promptly after installation of equipment and components. Take care to avoid damage to protective coatings and finishes. Remove excess sealants, lubrication, dirt and other foreign substances.

END OF SECTION 23 03 00

SECTION 23 04 00 - SHEETMETAL WORK AND RELATED ACCESSORIES

PART 1 - GENERAL

Applicable Provisions of the Conditions of the Contract and Division 1 General Requirements shall govern work in this section. Submit shop drawings for checking and approval.

PART 2 - PRODUCTS

2.1 SHEETMETAL DUCTWORK

- A. Contractor shall furnish and install all sheet metal ducts as shown on the Drawings. While the Drawings shall be adhered to as closely as possible, the Engineer reserves the right to vary the run and size to meet the field conditions. Any duct size not shown shall be sized in proportion to the air carried at the same resistance in similar ductwork, or of size as directed.
- B. All ductwork shall be constructed of galvanized steel gauges in accordance with the latest edition of the ASHRAE/SMACNA Guide. Bracing angles for ductwork shall be hot dipped galvanized for steel ductwork and appropriate gauge for aluminum ductwork. All ducts 18" and over in width shall be cross broken to prevent flutter.
- C. Round ductwork shall be galvanized steel, spiral lock seam construction of gauges in accordance with the latest edition of ASHRAE/SMACNA guide. Fittings shall be constructed in standing seam manner. All seams, joints and collars shall be sealed in accordance with SMACNA guidelines for medium pressure ductwork to minimize noise and streaking. Ductwork and fittings shall be connected with Sheetmetal couplings and sealed as to allow no leakage.
- D. Ducts shall be braced as follows:
 - 1. All ducts not exceeding 24" on one side shall be assembled with airtight slip joints.
 - 2. 25" to 40" larger dimension 1" x 1" x 1/8" angles.
 - 3. 41" to 60" larger dimension 1-1/2" x 1-1/2" x 1/8" angles.
 - 4. All bracing angles shall be a minimum of 4' apart along the length of the duct.
 - 5. Furnish and install all angles and frames for all registers, diffusers, grilles, and louvers.
 - 6. Support horizontal ducts with hangers spaced not more than 8' apart. Place hangers at all changes in direction. Use strap hangers for cuts up to 30" wide.
- E. Comply with all State and Local regulations regarding fire stopping and fireproofing. Provide fusible link fire dampers as required by State, local and Underwriter authorities and where indicated on the Drawings. Each fire damper shall be installed in such a manner as to permit ready access for inspection and maintenance purposes.

- F. Provide splitter and butterfly dampers, deflecting vanes for control of air volume and direction and for balancing systems, where indicated, specified, directed and as required for the proper operation of the systems. Dampers shall be of the same material as the duct, at least one gauge heavier than the duct, reinforced where indicating quadrant and locking device for adjusting damper and locking in position.
- G. Where ducts fewer than 100 square inches penetrate a rated wall, steel ductwork system of a minimum 0.0127 inch thickness shall be used.
- H. All elbows shall have a minimum center line radius of 150% of duct width. If the radius is smaller, turning vanes shall be used: Turning vanes shall be double thickness, fitted into slide strips and screwed or riveted to duct below.
- I. Contractor shall furnish and install all access doors in ducts as required. Access doors shall be of the pan type 1" thick and shall be provided with two galvanized hinges and suitable latched. Access doors insulated with same thickness material as duct and shall be double casing construction.

2.2 REGISTERS AND DIFFUSERS

- A. Registers and diffusers shall be installed where shown on the Drawings and shall be of the sizes specified and the type indicated on the drawing schedule.
- B. All registers and diffusers shall be installed in accordance with manufacturer's recommendations.
- C. Registers and diffusers shall be as manufactured by Carnes, Hart and Cooley or Anemostat Co.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Inspect equipment space locations before beginning installation. Verify that the space is correct for entry and access. Do not proceed with installation of the equipment until unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Comply with manufacturer's instructions and recommendations for installation of equipment, accessories and components.
- B. All heating, ventilating and air conditioning equipment shall be carefully designed, constructed and installed so as to prevent any objectionable noise or vibration reaching any part of the building outside of the mechanical equipment room. Care shall also be taken to prevent transmission of noise or odor through ductwork into other spaces. The Contractor shall be required to rectify or replace at his own expense, any equipment not complying with the foregoing requirements.

3.3 CLEANING

- A. Clean interior and exterior surfaces promptly after installation of equipment and components. Take care to avoid damage to protective coatings and finishes. Remove excess sealants, lubrication, dirt and other foreign substances.

END OF SECTION 23 04 00

SECTION 23 04 20 - SUPPORTS, SLEEVES AND PLATES

PART 1 - GENERAL

Applicable Provisions of the Conditions of the Contract and Division 1 General Requirements govern work in this section. Submit shop drawings for checking and approval.

1.1 DESCRIPTION OF WORK

- A. This Contractor shall furnish and install all plates, hangers and supports for his equipment including piping, headers, fans expansion tank, ductwork, etc.
- B. All ductwork, piping and equipment shall be hung or supported from structural members only.

PART 2 - PRODUCTS

2.1 PIPING, DUCTWORK AND EQUIPMENT

- A. All piping shall be supported from building structure in a neat and workmanlike manner wherever possible, parallel runs of horizontal piping shall be grouped together on trapeze hangers. Vertical risers shall be supported at each floor line with steel pipe clamps. Use of wire perforated metal to support pipes will not be permitted. Hanging pipes from other pipes will not be permitted.
- B. Necessary structural members, hangers and supports of approved design to keep piping in proper alignment and prevent transmission of injurious thrusts and vibrations shall be furnished and installed. In all cases where hangers, brackets, etc., are supported from concrete construction, care shall be taken not to weaken concrete or penetrate waterproofing.
- C. All hangers and supports shall be capable of screw adjustment after piping is erected. Hangers supporting piping expanding into loops, bends and offsets shall be secured to the building structure in such a manner that horizontal adjustment perpendicular to the run of piping supported may be made to accommodate displacement due to expansion. All such hangers shall be finally adjusted, both in the vertical and horizontal direction, when the supported piping is hot.
- D. Pipe hangers shall be as manufactured by Grinnell, whose catalog numbers are given herein, or equivalent Carpenter and Paterson, or F&S Mfg. Co.
- E. Piping shall be supported as follows unless otherwise indicated on the Drawings:
 - 1. Heating piping shall be 1-1/2 " and smaller Fig. #260 adjustable clevis hanger. 2" and larger Fig. #174 one-rod swivel roll hanger.
 - 2. Two-rod hangers shall be used for piping close to the ceiling slab or where conditions prohibit use of other hanger types.
 - 3. Anchors for hanger rods shall be Phillips "Red Head" self-drilling type. Anchors shall be placed only in vertical surfaces.
 - 4. Spacing of pipe supports shall not exceed 8 feet for pipes up to 1-1/2" and 10 feet on all other piping.
 - 5. Hangers shall pass around insulation and a 16 gauge steel protective cradle; 12" long shall

be inserted between hangers and insulation. Insulation under cradle shall be high density calcium silicate or approved equal to prevent crushing.

6. All piping shall be supported to allow free movement where expanding or contracting. Pipe shall be anchored as required or directed.
 7. All lateral runs of piping shall be securely supported on hangers, rolls, brackets, etc. and in manner to allow for proper expansion and elimination of vibration.
 8. 2" and smaller pipe, where run on walls, shall be supported on wrought iron "J" hook brackets with anchor bolts.
 9. All horizontal pipes, where run overhead or on walls, shall be supported as follows unless otherwise indicated:
 - a. On adjustable steel clevis type hangers suspended on hanger rods, pipe sizes up to and including 4".
- F. Space limitations in hung ceilings spaces and conditions in other locations may require use of other type of hangers than those specified above. Suitable and approved pipe hangers shall be provided for such job conditions.
- G. All supports shall be fastened to structural members or additional steel supports furnished by this Contractor.
- H. Hanger rods shall be steel, threaded with nuts and lock nuts sizes in accordance with the following schedule:
- | <u>Pipe Size</u> | <u>Rod Size</u> |
|-------------------------|-----------------|
| 3/4" to 2" inclusive | 3/8" |
| 2-1/2" and 3' inclusive | 1/2" |
| 4" and 5" inclusive | 5/8" |
| 6" | 3/4" |
| 8" to 12" inclusive | 7/8" |
- I. Hangers for copper tubing shall be tacked up with formed lead sheet on which tubing, or pipe shall be placed.
- J. Where pipes pass through masonry, concrete walls, foundations, or floors, this Contractor shall set sleeves as are necessary for passage of pipes. These sleeves shall be of sufficient size to permit insulation where required to be provided around pipe passing through. This Contractor shall be responsible for exact location of these sleeves.
- K. Sleeves shall not be used in any portion of building where use of same would impair strength of construction features of the building. Inserts for supporting lateral pipes and equipment shall be

placed and secured to form work, and all sleeves inserts locations shall be thoroughly checked with Architect so as not to conflict with other trades.

- L. Where pipes pass through floor or walls, they shall be provided with chromium plated escutcheons.
- M. Anchor horizontal piping where indicated and wherever necessary to localize expansion or prevent undue strain on branches. Anchors: Heavy forged construction entirely separate from supports.
- N. Anchor vertical piping wherever indicated and wherever necessary to prevent undue strain on offsets and branches. Anchors, unless otherwise noted: Heavy steel clamps securely bolted and welded to pipes. Extension ends shall bear on building construction.
- O. Ducts shall be hung with 1" x 1/8" metal straps. When width of duct is less than 48", hangers shall be fastened to side of ducts. Auxiliary steel supports that may be required for all mechanical equipment shall be furnished and installed by this Contractor. All operating equipment including fans, piping, etc. shall be supported so as to produce minimum amount of noise transmission.
- P. Refer to "General Conditions" as well.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Inspect equipment space locations before beginning installation. Verify that the space is correct for entry and access. Do not proceed with installation of the equipment until unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Comply with manufacturer's instructions and recommendations for installation of equipment, accessories and components.
- B. All heating, ventilating and air conditioning equipment shall be carefully designed, constructed and installed so as to prevent any objectionable noise or vibration reaching any part of the building outside of the mechanical equipment room. Care shall also be taken to prevent transmission of noise or odor through ductwork into other spaces. The Contractor shall be required to rectify or replace at his own expense, any equipment not complying with the foregoing requirements.

3.3 CLEANING

- A. Clean interior and exterior surfaces promptly after installation of equipment and components. Take care to avoid damage to protective coatings and finishes. Remove excess sealants, lubrication, dirt and other foreign substances.

END OF SECTION 23 04 20

SECTION 23 04 30 - INSULATION AND COVERINGS

PART 1 - GENERAL

Applicable Provisions of the Conditions of the Contract and Division 1 General Requirements govern work in this section. Submit shop drawings for checking and approval.

1.1 DESCRIPTION OF WORK

- A. Furnish insulation for all piping, equipment and sheet metal work as noted.
- B. Insulate no piping, ducts or equipment until tested and approved for tightness. All piping and ducts shall be dry when covered. Where existing insulation has been damaged, altered or removed during the course of the work, it shall be replaced with new insulation in a neat manner to match the adjacent insulation.
- C. All insulation must be done by an approved Sub-Contractor or by mechanics skilled in this line of work.
- D. Fire hazard classification shall be 2550 per ASTM E-84, NFPA 255 and UL 723. Insulation shall be rated non-combustible type classified flame spread - 25, smoke developed - 50.

PART 2 - PRODUCTS

2.1 DUCTWORK (INDOOR)

- A. All supply, outside air intake and exhaust (on discharge side of fan) and return (in unconditioned spaces) ductwork shall be covered with fiberglass with aluminum foil vapor barrier. All joints shall be lapped so maximum coverage is achieved.
- B. All insulated ductwork shall be insulated with thick fiberglass board insulation with canvas finish in areas where ductwork is exposed.
- C. Insulation thickness shall be in accordance with the latest edition of the New York State Energy Conservation Construction Code.
- D. Thermal acoustic lining of ductwork where indicated shall be 1" thickness fiberglass unless otherwise noted. The lining shall have a mat facing and shall meet the Life Safety Standards as established by NFPA 90A and 9B and conform to the requirements of ASTM C 1071.
- E. Insulate Kitchen exhaust ductwork per NFPA requirements (minimum 2" calcium silicate insulation) and all other agencies having jurisdiction.

2.2 PIPING / EQUIPMENT (INDOOR)

- A. All new or altered heating and chilled water system supply and return piping shall be covered with Manville Micro-Lok or equal approved fiberglass insulation with all service (factory applied) vapor retardant jacket. Seal with type H mastic.
- B. Fittings shall be insulated with same material and thickness as adjoining pipe insulation and shall

be pre-molded fittings or mitre cut segmental insulation wired on. Over the insulation, apply a wrapper of OCF glass cloth sealed with type H mastic. Apply aluminum bands on pipe covering in addition to self-sealing feature.

- C. Insulation Material: Molded fibrous glass insulation, density not less than 4 lbs. per cubic foot.
- D. Insulation Thickness: Shall be in accordance with the latest edition of the New York State Energy Conservation Construction Code.
- E. Jacket and Finish: White flame-retardant type, meeting all requirements of "Fire Hazard Classification" of NFPA, similar to "Fiberglass" Type FRJ, Insul-Coustic, Johns-Manville or approved equal.
- F. Insulation and Finishes for Fittings, Valves and Flanges
 - 1. Valves, fittings and flanges other than vapor seal insulation: Insulated in same manner and same thickness as piping in which installed.
 - 2. Use pre-molded sectional covering where available; otherwise use mitered segments of pipe covering.
 - 3. Obtain written approval prior to using other than molded sectional covering.
- G. Vapor seal Insulation for Valves, Fittings and Flanges: Same as above, except joints sealed with vapor barrier adhesive and wrapped with glass mesh tape. Each fitting shall be finished with two coats of vapor seal mastic adhesive.
- H. Jacket and Finishes: Exposed fittings - 6 oz. canvas jacket adhered with lagging adhesive.
- I. Concealed fittings: Standard weight canvas jacket adhered with lagging adhesive and with bands of 18 gauge copper coated steel - 2 bands at elbows, 3 at tee.
- J. Insulation at Pipe Hangers
 - 1. Where shields are specified at hangers on piping with fibrous glass covering, provide load bearing calcium silicate between shields and piping as follows:
 - a. For pipe covering without vapor barrier jacket, furnish at each shield 12" - long calcium silicate section with canvas section with canvas jacket continuous between shield and insulation.
 - b. For pipe covering with vapor barrier jacket, furnish at each shield 12" - long vapor barrier jacket section with section of fibrous glass replaced with section of calcium silicate. Vapor barrier jacket, continuous between shield and insulation for continuous vapor barrier.
- K. Condensate drain and refrigerant piping shall be insulated with 1/2" Imcosheild un-split polyolefin insulation.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Inspect equipment space locations before beginning installation. Verify that the space is correct for entry and access. Do not proceed with installation of the equipment until unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Comply with manufacturer's instructions and recommendations for installation of equipment, accessories and components.
- B. All heating, ventilating and air conditioning equipment shall be carefully designed, constructed and installed so as to prevent any objectionable noise or vibration reaching any part of the building outside of the mechanical equipment room. Care shall also be taken to prevent transmission of noise or odor through ductwork into other spaces. The Contractor shall be required to rectify or replace at his own expense, any equipment not complying with the foregoing requirements.

3.3 CLEANING

- A. Clean interior and exterior surfaces promptly after installation of equipment and components. Take care to avoid damage to protective coatings and finishes. Remove excess sealants, lubrication, dirt and other foreign substances.

END OF SECTION 23 04 30

SECTION 23 04 40 - DAMPERS AND MISCELLANEOUS

PART 1 - GENERAL

Applicable Provisions of the Conditions of the Contract and Division 1 General Requirements govern work in this section. Submit shop drawings for checking and approval.

PART 2 - PRODUCTS

2.1 DAMPERS AND MISCELLANEOUS

- A. Furnish and install where shown on Drawings ARROW PIN-LOCK Dampers No. OBDPL-507 (Opposed) as manufactured by the Arrow Louver & Damper Corp. of Maspeth, NY 11378, or approved equal. Frames and blades to 1/8" extruded aluminum.
- B. Blades to be single unit PIN-LOCK design 6" wide, with the PIN-LOCK an integral section within the blade center axis. Frames to be a combination of 4" extruded aluminum channel and angle, with reinforcing bosses and groove inserts for vinyl seals.
- C. Pivot rods to be 1/2" diameter extruded aluminum, PIN-LOCK design interlocking into blade section. Bearings to be "Double-Sealed" type with Celcon inner bearing on rod riding in Merlon Polycarbonate outer bearing inserted in frame so that outer bearing cannot rotate.
- D. Blade linkage hardware is to be installed in angle or channel frame section out of air stream. All hardware to be of non-corrosive reinforced material or to be cadmium plated.
- E. Rod bearing to be designed for minimum air leakage by means of overlapping design and by extruded vinyl seals to fit into integral ribbed groove inserts in both frames and blades. All dampers in excess of 10 sq. ft. free area to have reinforced corners by means of gusset plates.
- F. Dampers shall be sized by the Control Manufacturer to properly control the flow of air and ensure minimum air stratification in mixing applications. Sizing shall be submitted for approval with information similar to that submitted on valve when sizing valve.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Inspect equipment space locations before beginning installation. Verify that the space is correct for entry and access. Do not proceed with installation of the equipment until unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Comply with manufacturer's instructions and recommendations for installation of equipment, accessories and components.

- B. All heating, ventilating and air conditioning equipment shall be carefully designed, constructed and installed so as to prevent any objectionable noise or vibration reaching any part of the building outside of the mechanical equipment room. Care shall also be taken to prevent transmission of noise or odor through ductwork into other spaces. The Contractor shall be required to rectify or replace at his own expense, any equipment not complying with the foregoing requirements.

3.3 CLEANING

- A. Clean interior and exterior surfaces promptly after installation of equipment and components. Take care to avoid damage to protective coatings and finishes. Remove excess sealants, lubrication, dirt and other foreign substances.

END OF SECTION 23 04 40

SECTION 23 04 70 - TESTING, START-UP AND ADJUSTMENTS

PART 1 - GENERAL

Applicable Provisions of the Conditions of the Contract and Division 1 General Requirements govern work in this section.

1.1 TESTING, START-UP AND ADJUSTMENTS

- A. Furnish all materials, supplies, labor and power required for testing. Make preliminary tests and prove work satisfactory. Notify Architect and all authorities having jurisdiction in ample time to be present for final testing of all piping. Test before insulating or concealing any piping. Repair defects disclosed by tests, or if required by Architect, replace defective work with new work without additional cost to Owner. Make tests in stages if so ordered by Architect to facilitate work of others. Use of wicking in tightening leaking joints not permitted.
- B. HVAC Contractor is responsible for work of other trades disturbed or damaged by tests and/or repair and replacement of his work and shall cause work so disturbed or damaged to be restored to its original condition at his own expense.
- C. Unless otherwise specified, all piping systems shall be hydrostatically tested to 150 p.s.i.g. Tests shall be of four (4) hour duration during which time piping shall show no leaks and during time no sealing of leaks will be permitted.
- D. HVAC Contractor shall balance out system and submit test reports showing operating data to include the following:
 - 1. C.F.M. of all air handling equipment.
 - 2. C.F.M. at each air outlet.
 - 3. G.P.M. for equipment.
 - 4. R.P.M. for each fan and fan motor.
 - 5. Motor power consumption.
 - 6. Air temperature readings before and after coils.
 - 7. Water temperature readings in and out of coils and through equipment.
 - 8. Pressure gauge readings before and out of all pertinent equipment.
- E. If the performance of the systems does not conform to the design parameters the Contractor shall return to the site until the systems perform as designed.
- F. HVAC Contractor shall furnish services of qualified personnel, thoroughly familiar with job, to operate and make all adjustments so that system and control equipment shall operate as intended. This shall include adjustment/replacement of sheaves/impellers to achieve design performance. Adjustments shall be made including balancing of water and air systems in cooperation with qualified representatives of mechanical equipment manufacturers and temperature control manufacturer. This shall include any required adjustment/replacement of sheaves, belts, impellers, etc. to achieve design performance. Architect/Engineer is to be notified when this balancing is to be performed.
- G. When all work is in an acceptable operating condition, furnish operating and maintenance manuals as specified in General Requirements.

- H. All HVAC equipment shall be carefully designed, constructed and installed so as to prevent any objectionable noise or vibration reaching any part of the building outside of the mechanical equipment room. Care shall also be taken to prevent transmission of noise or odor through ductwork into other spaces.
- I. Contractor shall include in his Bid, adjustment of air quantity below scheduled C.F.M. for air systems deemed “noisy” by Owner subsequent to initial balancing.
- J. The Contractor shall be required to rectify or replace at his own expense, any equipment not complying with the foregoing requirements.
- K. Final inspection and approval shall be made only after proper completion of all of above requirements.

END OF SECTION 23 04 70

SECTION 23 04 80 - GENERAL LABELING, VALVE CHARTS AND PIPING IDENTIFICATION

PART 1 - GENERAL

Applicable Provisions of the Conditions of the Contract and Division 1 General Requirements govern work in this section. Submit shop drawings for checking and approval.

1.1 GENERAL LABELING AND VALVE CHARTS

- A. This Contractor shall have appropriate descriptive labels, identification tags and nameplates of equipment, valves, etc. furnished and installed under this Contract and shall be properly placed and permanently secured to (or adjacent to) the item being installed. All such labels, identifications, tags, nameplates, etc. shall be selected by the Architect/Engineer.
- B. In general, labels shall be the lamacoid type of sufficient size to permit easy identification, black coated, white edged, with letters 3/16" high. Major equipment, apparatus, control panels, etc. shall have 8" x 4" lamacoid plates with lettering of appropriate size.
- C. Provide tags for all valves, automatic and manual dampers. Tags shall be Type #2020 anodized aluminum of #1420 lamacoid engraved. Tags may not necessarily be standard. Fasten tags to valve or damper with brass chain.
- D. All nameplates, labels, identifications and tags shall be as manufactured by the Seton Name Plate Co., of New Haven, CT or approved equal. Submit complete schedules, listings and descriptive data together with samples for checking and approval before purchasing. Labeling shall include the "number" of the equipment, valve, dampers, switch, etc. and service of the valve.
- E. Mount on laminated plastic boards with transparent surface all valves, wiring diagrams, control diagrams, instruction charts, permits, etc. Valve chart shall be non-fading with original copies laminated.

1.2 IDENTIFICATION OF PIPING

- A. This Contractor shall provide on all piping, semi-rigid, wrap around plastic identification markers equal to Seton Snap-Around and/or Seton Strap-On pipe markers.
- B. Each marker background is to be appropriately color coded with a clearly printed legend to identify the contents of the pipe. Directions of flow arrows are to be included on each marker.
- C. Identification of all piping shall be adjacent to each valve, at each pipe passage through wall, floor and ceiling construction and at each branch and riser take-off.
- D. Identification shall be on all horizontal pipe runs, marked every 15 ft. as well as at each inlet outlet of equipment.

END OF SECTION 23 04 80

SECTION 23 04 90 - GUARANTEE

PART 1 - GENERAL

Applicable Provisions of the Conditions of the Contract and Division 1 General Requirements govern work in this section.

1.1 GUARANTEE

- A. The Contractor shall remove, replace and/or repair at his own expense and at the convenience of the Owner, any defects in workmanship, materials, ratings, capacities and/or characteristics occurring in the work within one (1) year or within such longer period as may be provided in the Drawings and/or Section of the Specifications, which guarantee period shall commence with the final acceptance of the entire Contract in accordance with the guarantee provisions stated in the General Conditions, and the Contractor shall pay for all damage to the system resulting from defects in the work and all expenses necessary to remove, replace, and/or repair any other work which may be damaged in removing, replacing and/or repairing the work.

END OF SECTION 23 04 90

SECTION 26 01 00 - GENERAL CONDITIONS

PART 1 - GENERAL

Applicable provisions of the conditions of the Contract and Division 1 General Requirements govern the work in this section.

1.1 DESCRIPTION OF WORK

- A. It is the intention of the Specification and Drawings to call for finish work, tested and ready for operation.
- B. Any apparatus, appliance material or work not shown on the Drawings but mentioned in the Specifications, or vice versa, or any incidental accessories or ancillary devices necessary to make ready for operation even if not particularly specified, shall be furnished, delivered and installed under their respective Division without additional expense to the Owner.
- C. Minor details not usually shown or specified, but necessary for proper installation and operation, shall be included in the work as though they were hereinafter specified or shown.
- D. Work under each section shall include giving written notice to the Architect of any materials or apparatus believed inadequate or unsuitable, in violation of laws, ordinances, rules and regulations of authorities having jurisdiction; and any necessary items of work omitted. In the absence of such written notice, it is mutually agreed that work under each section has included the cost of all necessary items for the approved satisfactory functioning of the entire system without extra compensation.
- E. Small scale drilling through walls and floors which may contain asbestos shall be performed by a person with a "restricted asbestos handler allied trades certificate" and shall have a copy of it in his possession at all times while working of the project.

1.2 DRAWINGS

- A. Drawings are diagrammatic and indicate the general arrangement of the system and work included in the Contract. (Do not scale the drawings). Consult the Architectural Drawings and details for exact location of fixtures and equipment; where same are not definitely located, obtain this information from the general construction supervisor.
- B. Work under each section shall closely follow Drawings in layout of work; check Drawings of other Divisions to verify spaces in which work will be installed. Maintain maximum headroom; do not begin work until unsatisfactory conditions are corrected.
- C. Make reasonable modifications in the layout as needed to prevent conflict with work of other Sections of the Specifications or for proper execution of the work.
- D. It shall be understood that the right is reserved by the Architect/Engineer to change the location of equipment and apparatus to a reasonable extent as building conditions may dictate, prior to their installation without extra cost to the Owner.

1.3 SURVEYS AND MEASUREMENTS

- A. Base all measurements, both horizontal and vertical, from established benchmarks. All work shall agree with these established lines and levels. Verify all measurements at site and check the correctness of same as related to the work.
- B. Before proceeding with the work resolve discrepancies between actual measurements and those indicated, which prevent following good practice or intent of the Drawings or Specifications.

1.4 CODES AND STANDARDS – Coordinate with Division 1

- A. The Codes and Standards listed below apply to all Electrical work codes or standards that are mentioned in these Specifications; the latest edition or revision shall be followed:
 - 1. NEMA - Standards
 - 2. ANSI CI - National Electrical Code (NFPA 70)
 - 3. ANSI C50 - Rotating Electrical Machinery
 - 4. ANSI C51.1 - Construction and guide for selection, installation and use of electric motors.
 - 5. ANSI C52.1 - Motors and Generators
- B. The following State and Local Codes shall apply: New York State Uniform Fire Prevention and Building Code, and Local Building Codes.
- C. The following abbreviations are used within this Division of the Specifications:
 - 1. IES - Illuminating Engineering Society.
 - 2. NEC - National Electrical Code
 - 3. ANSI - American National Standards Institute
 - 4. ASTM - American Society for testing and materials
 - 5. EPA - Environmental Protection Agency
 - 6. IEEE - Institute of Electrical and Electronic Engineers
 - 7. NEMA - National Electrical Manufacturers Association
 - 8. NFPA - National Fire Protection Association.
 - 9. OSHA - Occupational Safety and Health Administration
 - 10. UL - Underwriter's Laboratories

1.5 PERMITS AND FEES

- A. Give all necessary notices, obtain all permits and pay all Government and State sales taxes and fees where applicable, and other costs, including utility connections or extensions in connection with work of this Division. File all necessary plans, prepare all documents and obtain all necessary approvals of all Governmental and State departments having jurisdiction; obtain all necessary certificates of inspections for his work and deliver a copy to the Architect before request for acceptance and final payment for the work. Pay fees for utility construction/connections.
- B. Include in the work, without extra cost to the Owner, any labor, materials, services, and apparatus, Drawings in order to comply with all applicable laws, ordinances, rules and regulations, whether or not shown on the Drawings and/or specified.
- C. All materials furnished and all work installed shall comply with the rules and recommendations of the National Fire Protection Association, with the requirements of the local utility companies, with the recommendations of fire insurance rating organization having jurisdiction and with the requirements of all governmental departments having jurisdiction.
- D. All materials and equipment for the electrical portion of the mechanical systems shall bear the

approval label of or shall be listed by the Underwriter's Laboratories, Inc.

1.6 TEMPORARY LIGHT AND POWER – See Division 1

- A. The Contractor shall furnish, install, maintain and, upon direction to do so, remove system of temporary lighting and power for the use of all construction trades.
- B. The Electrical Contractor shall provide adequate electrical service for the needs of all Contracting Trades.
- C. Wiring shall be provided for temporary use during building construction, including grounding and fused main cut-off switches. Temporary electric lines with branch switches shall be provided for lighting and for taps for electric tools, pumps and other temporary equipment; all connected to a main line looped through floor spaces and up stair wells or shafts. All power outlets shall be grounded to an equipment ground wire in an approved manner. Electric lines shall be extended to power tools, which cannot be located within reach of extension cords.
- D. Light bulbs shall be provided in sufficient quantity to light the building for safety purposes. Extension cords shall be provided as may be essential to the proper execution of the work. Temporary lighting shall be provided for all stairs and other locations where needed for safety or the proper execution of the work.
- E. The Electrical Contractor shall maintain temporary lighting and power systems in good working condition, including the relocation and reinstallation when required to avoid interference with the progress of construction.
- F. Provide ground-fault personnel ampere protection for all single phase, 15 and 20 ampere receptacles. All receptacles and portable cord connectors shall have NEMA standard locking type configurations.
- G. The Electrical Contractor shall turn lights on and off at the beginning and end of each working day of any trade unless otherwise directed. He shall arrange for all temporary light and power for all trades which do not have holidays (days off) similar to the electrical trade. The Electrical Contractor shall patch and repair all openings left damaged by the installation and removal of the temporary light and power.

1.7 MANUFACTURER'S IDENTIFICATION

- A. Manufacturer's nameplate, name or trademark and address shall be attached permanently to all equipment and materials furnished under this Division. The nameplate of a contractor or distributor may not be used.

1.8 SHOP DRAWINGS – See Division 1

- A. Submit for approval detailed shop drawings of all equipment and materials in accordance with working procedures.
- B. Furnish all necessary templates and patterns for installation work and for the purpose of making adjoining work conform; furnish setting plans and shop details to other trades as necessary.
- C. Submit shop drawings for the following:

1. Light fixtures.
2. Receptacles, switches, occupancy sensors.
3. Overcurrent protective devices.
4. Panelboards.
5. Fire alarm system.

1.9 MATERIALS AND WORKMANSHIP

- A. All materials and apparatus necessary for the work, except as specifically indicated otherwise, shall be new, of first class quality and shall be furnished, delivered, erected, connected and finished in every detail and shall be so selected and arranged as to fit properly into the building spaces. Where no specific kind or quality of material is given, a first class standard article as accepted by the Architect shall be furnished.
- B. Furnish the services of an experienced Superintendent who shall be constantly in charge of the installation of the work, together with all skilled workmen, helpers, and labor to unload, transfer, erect, connect up, adjust, start, operate and test each system.
- C. Unless otherwise specifically indicated on the Drawings or Specifications, all equipment and materials shall be installed in accordance with the recommendations of the manufacturer. This includes the performance of such tests as the manufacturer recommends.

1.10 PROTECTION

- A. Work under each Section shall include protecting the work and materials of all other Sections from damage from work or workmen and shall include making good all damage thus caused. Be responsible for work and equipment until finally inspected, tested, and accepted; protect work against theft, injury or damage; and carefully store material and equipment received on site, which is not immediately installed. Close open ends of work with temporary covers or plugs during construction to prevent entry of obstructing or other foreign material.
- B. Work under each section includes receiving, unloading, uncrating, storing, protecting, setting in place and connecting up completely of any equipment supplied under each section. Work under each section shall also include exercising special care in handling and protecting equipment and fixtures and shall include the cost of replacing any of the above equipment and fixtures which are missing or damaged by reason of mishandling or failure to protect on the part of the Contractor.

1.11 BASES AND SUPPORTS

- A. Unless specifically noted otherwise, provide all necessary supports, pads, bases, and piers required for all equipment under this Division. Provide all temporary bases and supports as required.
- B. All equipment, unless shown otherwise, shall be securely attached to the building structure. Attachments shall be of a strong and durable nature; any attachments that are, insufficient, shall be replaced as directed by the Architect.

1.12 SLEEVES, INSERTS AND ANCHOR BOLTS

- A. All conduits passing through floors, walls or partitions shall be provided with sleeves having an

- internal diameter one inch larger than the outside diameter of the conduit, or insulation enclosing the conduit.
- B. Furnish all sleeves, inserts, and anchor bolts necessary to be installed under other sections of the Specifications to accommodate work of this section.
 - C. Sleeves through outside walls shall be cast iron sleeves with intermediate integral flange. Sleeves shall be set with ends flush with each face of wall. The remaining space shall be packed with oakum to within 2 inches of each face of the wall. The remaining shall be packed and made watertight with a waterproof compound.
 - D. Sleeves through concrete floors or interior masonry walls shall be schedule 40 black steel pipe, set flush with finished walls or ceiling surfaces but extending 2 inches above finished floors.
 - E. Sleeves through interior partitions shall be 22 gauge galvanized sheet steel, set flush with finished surfaces or partitions.
 - F. Inserts shall be individual or strip type of pressed steel construction with accommodation for removable nuts and threaded rods up to 3/4" inch diameter, permitting lateral adjustment. Individual inserts shall have an opening at the top to allow reinforcing rods up to 1/2" diameter to be passed through the insert body. Strip inserts shall have attached rods having hooked ends to allow fastening to reinforcing rods. Inserts shall be as manufactured by Carpenter and Patterson, Inc. or Grinnell Co., Inc.
 - G. Penetrations through fire-rated walls, ceilings and floors in which cables, conduits pass, shall be sealed by a UL approved fire stop fitting classified for an hourly rating equal to the fire rating of the floor, wall or ceiling shall be Gedney Fire Seal Type CFSF of CAPS.
- 1.13 PAINTING - See Division 9; all work required shall be performed by this Contractor.
- A. All finish painting in finished areas shall be performed by others.
 - B. All materials shipped to the job site under the Division, such as panels and plates, shall have a prime coat and standard manufacturer's finish unless otherwise specified.
 - C. Inaccessible conduits, hangers, supports and anchors and ducts shall be coated prior to installing.
 - D. All components of the fire alarm system raceway shall be painted red. This includes but is not limited to conduit, junction boxes, pull boxes.
- 1.14 CUTTING AND PATCHING – See Division 1
- A. All cutting and patching required for the work of this Division shall be done by this Division.
 - B. Work under this Division shall include furnishing, locating and setting inserts and/or sleeves. Do all drilling and cutting necessary for the installation.
 - C. All holes cut through concrete slabs and structural steel shall be punched or drilled from the underside. No structural member shall be cut without the written acceptance of the Architect and all such cutting shall be done in a manner directed by him.

- D. Refer to Division 1 for additional requirements.
- 1.15 SCAFFOLDING, RIGGING AND HOISTING - Coordinate with Division 1
 - A. Furnish all scaffolding, rigging, hoisting, and services necessary for erection and delivery into the premises of any equipment and apparatus furnished under this Division. Remove same from premises when no longer needed.
- 1.16 EXCAVATING AND BACKFILLING
 - A. All excavation and backfilling for the work of this Division shall be performed by Division 2.
- 1.17 WATERPROOFING
 - A. Where any work penetrates waterproofing, including waterproof concrete and floors in wet areas. Submit proposed method of installation for review by the Architect before beginning work. Furnish all necessary sleeves, caulking and flashing necessary to make opening absolutely watertight.
- 1.18 ACCESSIBILITY AND ACCESS PANELS
 - A. Be responsible for the sufficiency of the size of shafts and chases, the adequate thickness of partitions, and the adequate clearance in double partitions and hung ceilings for the proper installation of the work of this Division.
 - B. Locate all equipment, which must be serviced, operated or maintained in fully accessible positions. Minor deviations from Drawings may be allowed for better accessibility with approval of the Architect.
- 1.19 SHUTDOWNS - See Division 1
 - A. When installation of a new system necessitates the temporary shutdown of an existing utility operating system the connection of the new system shall be performed at such time as designated by and in consultation with the Utility Company. Work required after normal business hours shall be done so at no additional cost to the Owner.
- 1.20 CLEANING - Coordinate with Division 1
 - A. Thoroughly clean all equipment of all foreign substances inside and out before being placed in operation.
 - B. If any foreign matter should stop any part of a system after being placed in operation, the system shall be disconnected, cleaned and reconnected whenever necessary to locate and remove obstructions. Any work damaged in the course of removing obstructions shall be repaired or replaced when the system is reconnected at no additional cost to the Owner.
 - C. Upon completion of work remove from the premises all rubbish, debris, and excess materials. Any oil or grease stains on floor areas caused by work of this Division shall be removed and floor areas left clean.
- 1.21 RECORD DRAWINGS – Work shall be governed by requirements set forth in Division 1.
 - A. Maintain at the job site a record set of Electrical Drawings on which any changes in location of equipment, panels, devices, and major conduits shall be recorded. Indicate dimensions of all items

installed underground or in concrete.

1.22 OPERATING INSTRUCTIONS – Coordinate with requirements set forth in Division 1

- A. Upon completion of all work and all tests, the Contractor shall furnish the necessary skilled labor and helpers for operating his system and equipment for a period specified under each applicable Section of this Division. During this period, he shall instruct the Owner or his representative fully in the operation, adjustment and maintenance of all equipment furnished. Give at least 7 days' notice to the Owner in advance of this period.
- B. The manufacturer shall attest in writing that his equipment has been properly installed prior to start. The following is some of the equipment necessary for this inspection: fire alarm system. These letters will be bound into the operating and maintenance books.

1.23 ADJUSTING AND TESTING

- A. After all equipment and accessories to be furnished are in place, they shall be put in final adjustment and subjected to such operating tests as will assure the Architect that they are in proper adjustment and in satisfactory permanent operating condition.
- B. This particular work shall include the services of a factory engineer to inspect the installation and assist in the initial startup and adjustment to the equipment. The period of these services shall be for such time as necessary to secure proper installation and adjustments. After the equipment is placed in permanent operation, there shall be furnished the service of said engineer for the purpose of supervising the initial operation of the equipment and to instruct the personnel responsible for operation and maintenance of the equipment.

- C. At the completion of the job when all panels, devices, etc. are at full working load the Contractor shall provide infrared scan thermographic inspection test of all connection points, terminals, etc. of wires #8 AWG and larger to detect "hot-spots" in the electrical current flow. Correct all hot-spots.

1.24 UNDERWRITER'S LABEL

- A. All electrical equipment and materials shall be new and shall comply with the standards of and shall bear the label of the Underwriter's Laboratories.

1.25 ELECTRICAL SAFETY INSPECTION

- A. Electrical Contractor shall arrange for an Electrical Safety Inspection to be performed by the Local Inspection Agency (i.e.: New York Electrical Inspection Services, Atlantic Inland, Middle Department Inspection Agency). A Certificate of Compliance "Underwriter's Certificate" shall be issued to the Owner. All costs and coordination required shall be included in this Contractors Base Bid.

1.26 REMOVALS - Coordinate with Division 1 and Division 2

- A. The scope of removals shown on the Drawings are diagrammatic only and indicate the intent of the work to be performed and not the complete scope of demolition and/or removal work. It shall be the responsibility of this Contractor to remove any electrical devices even if not specifically

indicated to be removed on these Drawings in order to accommodate new work.

- B. All power conductors, control wiring and conduit associated with mechanical equipment such as fans, pumps, etc. designated for removal on the HVAC Drawings shall be removed clear back to the source of power and disconnected. All motor starters, disconnect switches, control devices, etc. shall be removed. Refer to HVAC Drawings for extent of HVAC removals.
- C. Any device removed shall include (but shall not be limited to) the removal of all associated wiring, conduit, boxes, and auxiliary devices back to the previous device on the circuit, or back to the panelboard or origin of the circuit or any other items that are not incorporated in new layout, until such removal is complete. If the removal of any device interrupts service of any other device that is to remain, the Contractor shall provide all materials and labor to ensure continuity of service to those devices to remain.
- D. Junction boxes, pull boxes, wireways, conduits, or any other devices required to reconnect circuitry shall be installed concealed within the ceilings, partitions and/or walls, floors, no surface or exposed circuiting shall be permitted, unless specifically indicated.
- E. The Electrical Contractor shall patch all openings in walls, ceilings or roof that are left open as a result of removals. Refer to cutting and patching section.
- F. Any electrical device removed including but not limited to disconnect switches, panelboards, etc. shall be cleaned, protected and turned over to the Owner or disposed of as directed by Owner.

END OF SECTION 26 01 00

SECTION 26 01 25 - SCOPE OF WORK

PART 1 - GENERAL

Applicable Provisions of the Conditions of the Contract and Division 1 General Requirements govern work in this section.

1.1 SCOPE OF WORK

- A. The work under this section includes all labor, materials, equipment, tools, transportation and the performance of all work necessary and required for furnishing and installing all Electrical work shown on the Contract Documents, as specified herein and as otherwise required by job conditions or reasonably implied, including, but not necessarily limited to the following:
1. The addition of new fire alarm devices as shown on Drawings.
 2. The contractor shall dispose of all debris, including but not limited to fixtures, equipment, lamps, ballast, wiring devices and the like in accordance with, as defined by governing law and regulations of the jurisdiction where the work is being performed.
 3. Provisions for temporary fire prevention actions to be taken during the period of construction until the new fire alarm system is operational.
 4. Modifications to existing electrical distribution system as indicated on the Drawings.
 5. Service switchboards, distribution panelboard, circuit breaker panelboards, feeder, conduit, cables and branch circuit wiring with all connections complete.
 6. Conduit, conduit fittings, junction and pull boxes and all appurtenances necessary for the raceway systems including necessary supports and fasteners.
 7. Electrical conductors, connectors, fittings and connection lugs.
 8. Branch circuit devices, outlet boxes, pull boxes, motor disconnect switches, etc.
 9. Power wiring to HVAC and Plumbing equipment including disconnect switches as shown and/or required by NEC.
 10. Empty conduit for computer and telephone.
 11. Lighting fixtures, lamps, and occupancy sensor.
 12. Core drilled holes for conduit passing through walls, ceilings and floors.
 13. All necessary cutting, patching and core drilling incidental to the electrical work.
 14. Temporary light and power.
 15. Licenses, permits, inspection and approvals.
 16. Grounding as required as per NEC.

17. Sleeves for conduit and watertight caulking between conduit and sleeve.
18. Testing.
19. Cutting, patching and drilling.
20. Excavation and backfill by others. Sand bedding by Electrical Contractor.

B. Coordination Drawings (if applicable): Attention is directed to Division 1 for coordination drawing requirements for this project. These drawings are critical to the proper execution of the work and failure to honor these requirements may become the basis for denial of any and all claims for either or both "time" and "money".

1.2 WORK NOT INCLUDED

- A. The following related items will be done by others:
1. Furnishing motors and controllers.
 2. Concrete work.
 3. Excavation and backfill.

END OF SECTION 26 01 25

SECTION 26 01 50 - APPROVED MANUFACTURERS

PART 1 - GENERAL

Applicable provisions of the Conditions of the Contract and Division 1 General Requirements govern work in this section.

1.1 APPROVED MANUFACTURERS

A. The following list of manufacturers constitutes an approved list:

- | | | |
|-----|--------------------------|--|
| 1. | Panelboards | Siemens, Square D, GE |
| 2. | Disconnect Switches | Siemens, Square D, GE |
| 3. | Conduit (steel) | Wheatland, Allied, Republic Conduit |
| 4. | Conduit Fittings (steel) | Appleton, Crouse-Hind, O-Z, T&B, M&W |
| 5. | Wire and Cable | General, South Wire, Rome, Cerro |
| 6. | Splicing Connectors | 3M, O-Z, Thomas & Betts |
| 7. | Outlet Boxes | Appleton, National, Steel City, Raco |
| 8. | Wiring Devices | Arrow-Hart, Hubbell, P & S |
| 9. | Lamp | GE, Sylvania, Philips |
| 10. | Motion Sensors | Watt Stopper, Sensorswitch |
| 11. | Fire Alarm System | Edwards System Technologies or approved equal. |

B. All materials and appliances shall have listing of Underwriters Laboratories, Inc. and be so labeled, or shall conform to their requirements, in which case certified statements to that effect shall be furnished by the manufacturer with a copy of an examination report by a recognized independent testing laboratory acceptable to the Architect and his Engineer. Use new materials and appliances throughout.

C. Where several types or makes of materials are specified, the Contractor has the option of using any of these, but after a type or make has been selected and has received the approval of the Architect, it shall be used throughout.

D. The Contractor shall provide all structural supports for the proper attachment of equipment supplied by him and also for all equipment supplied to him under other sections of the Specifications for mounting and connections.

E. Secure all equipment to the building structure independently. Do not secure to work of other trades such as ceiling lath, piping racks, etc., unless specified or noted otherwise.

F. Wall mounted equipment shall be directly secured to wall by means of steel bolts. Maintain at least

1/4" air space between equipment and supporting wall. Pre-fabricated steel channels providing a high degree of mounting flexibility, such as those manufactured by Kindorf and Unistrut, shall be used for mounting arrays of equipment.

- G. All fastening, supports, hangers, anchors, etc., shall be of a type made for the specific purpose. On masonry walls, metallic expansion shield and machine screws shall be used. Screws with wooden plugs or anchors will not be acceptable on any part of the work.

END OF SECTION 26 01 50

SECTION 26 02 00 - CONDUIT

PART 1 - GENERAL

Applicable provisions of the conditions of the Contract and Division 1 General Requirements govern the work in this section. Submit shop drawings for checking and approval.

1.1 WORK INCLUDED

- A. The work under this section shall include the furnishing of all material, labor, tools and services necessary to install rigid metal conduit, electrical metallic tubing and liquid tight flexible metal conduit, including all fittings to complete all work shown on the Drawings or specified herein.

1.2 RELATED WORK

- A. Cutting and patching.
- B. Trenching: Excavation and backfill for conduit and utility on site.
- C. Sheet metal flashing and trim.

1.3 REFERENCE FOR METAL RACEWAY

- A. UL 5 - Surface Metal Raceways and Fittings.
- B. UL 870 - Wireways, Auxiliary Gutters, and Associated Fittings.

PART 2 - PRODUCTS

2.1 RIGID STEEL CONDUIT

- A. Industry standard heavy wall conduit.
- B. Minimum 3/4" trade size.
- C. Threaded.
- D. Hot dipped galvanized finish by means of plating after cutting of threads.

2.2 INTERMEDIATE METAL CONDUIT

- A. Industry standard steel conduit.
- B. Minimum 3/4" trade size.
- C. Threaded.
- D. Hot dipped galvanized finish by means of plating after cutting of threads.

2.3 ELECTRICAL METALLIC TUBING

- A. Industry standard thin wall conduit of galvanized steel only.
- B. Minimum 3/4" trade size.
- C. Maximum 4" trade size.

2.4 FLEXIBLE METAL CONDUIT

- A. Galvanized steel tape formed into an industry standard interlocking coil.
- B. Minimum 3/4" trade size except for connection of lighting fixtures.
- C. Grounding type.
- D. Separate ground conductor.
- E. Use for short connections to motor terminal box, other vibrating equipment using a minimum length of 18" with 50% slack and a maximum of 6'.
- F. From outlet box to recessed lighting fixtures with a maximum length of 6'.

2.5 WIREWAYS

- A. Lay-in type, UL listed as wireway or auxiliary gutter.
- B. Wireway shall be of code gauge steel construction (UL standard for Wireway Auxiliary Gutters and Associated Fittings) with removable cover. Tamperproof screws shall be provided for sealing covers to prevent access by unauthorized personnel. Wireway shall be provided with knockouts.
- C. Connector and covers shall be attached so that removal of connectors is not necessary to utilize the lay-in feature.
- D. Finish: All sheet metal parts shall be provided with a rust inhibiting phosphating coating and baked enamel finish. All hardware shall be plated to prevent corrosion. All screws extending into the wireway shall be protected by spring nuts or otherwise guarded to prevent wire insulation damage.

2.6 CONDUIT SUPPORTS

- A. Conduit clamps, straps and supports: Steel or malleable iron.

2.7 CONDUIT FITTINGS

- A. Use compression fittings for all EMT in exposed areas. Utilize set screw fittings only above hung ceilings and concealed areas.

2.8 SURFACE METAL RACEWAY

- A. Metal raceway shall be of a two-piece design with a base and snap-on cover.
- B. Raceway and all components shall be listed by Underwriters Laboratories
- C. Single Channel: Steel, zinc plated, off-white finish suitable for repainting. Two piece design with metal base and snap-on cover. Provide Wiremold V700, Hubbell Inc. 750 Series, or Panduit PMR5/PMR7.
- D. Dual Channel: Steel, galvanized, off-white finish but suitable for repainting. Two-piece design with metal base and snap-on cover, minimum 0.04" thick base and cover. Base shall be divided by a removable barrier section. Provide duplex receptacles mounted in top cell and communication outlets in the bottom cell. Coordinate communications jack requirements with owner's IT personnel. Provide Wiremold V4000, Wiremold DS4000 Series, Hubbell Inc. 4000 Series or Panduit PMR40.

PART 3 - EXECUTION

3.1 CONDUIT SIZING, ARRANGEMENT AND SUPPORT

- A. Minimum size - 3/4". Provide grounding bushings on all conduits 1-1/4" and larger.
- B. Arrange conduit to maintain headroom and present a neat appearance.
- C. Route exposed conduit and conduit above accessible ceilings parallel and perpendicular to walls and adjacent piping.
- D. Draw up couplings and fittings full and tight. Protect threads cut in field from corrosion. Paint newly threaded joints of steel conduit with T & B "Kopershield" compound before installation. Running threads prohibited; use three-piece unions or split couplings instead. Use only compression fittings for all EMT in areas where it will be exposed in finished and unfinished areas. Provide set screw fittings only when installed above hung ceilings.
- E. Maintain minimum 6-inch clearance between conduit and piping. Maintain 12-inch clearance between conduit and heat sources such as flues; steam pipes and heating appliances.
- F. Arrange conduit supports to prevent distortion of alignment by wire pulling operations. Fasten conduit using galvanized straps, lay-in adjustable hangers, clevis hangers, or bolted split stamped galvanized hangers.
- G. Group conduit in parallel runs where practical and use conduit rack constructed of steel channel with conduit straps or clamps. Provide space for 25 percent additional conduit.
- H. Do not fasten conduit with wire or perforated pipe straps. Remove all wire used for temporary conduit support during construction, before conductors are pulled.
- I. Exposed conduit on ceiling shall be parallel or perpendicular to wall and vice versa to ceiling when installed on wall. Secure conduit clamps and supports to masonry materials by toggle bolt, expansion bolt or steel insert. Spacing of conduit supports shall not exceed 7 feet.

3.2 CONDUIT INSTALLATION

- A. Cut conduit square using a saw or pipe cutter, Deburr cut ends.
 - B. Bring conduit to the shoulder of fittings and couplings and fasten securely.
 - C. Use conduit hubs or sealing locknuts for fastening conduit to cast boxes and for fastening conduit to sheet metal boxes in damp or wet locations.
 - D. Install no more than the equivalent of three 90-degree bends between boxes.
 - E. Use conduit bodies to make sharp changes in direction, as around beams.
 - F. Use hydraulic one-shot conduit bender or factory elbows for bends in conduit larger than 2-inch size.
 - G. Avoid moisture traps where possible; where unavoidable, provide junction box with drain fitting at conduit low point.
 - H. Use suitable conduit caps to protect installed conduit against entrance of dirt and moisture.
 - I. Provide No. 12 AWG insulated conductor or suitable pull string in empty conduit, except sleeves and nipples.
 - J. Install expansion-deflection joints where conduit crosses building expansion or seismic joints.
 - K. Where conduit penetrates fire-rated walls and floors, provide pipe sleeves two sizes larger than conduit; Pack void around conduit with fire-stop fittings with UL listed fire rating equal to wall or floor ratings; Seal opening around conduit with UL listed foamed silicone elastomer compound.
 - L. Installation of conduit in slab shall comply with ACI 318.
 - M. Route conduit through roof openings for piping and duct work where possible; otherwise, route through roof with pitch pocket.
 - N. Maximum size conduit in slabs above grade: 1 inch. Do not route conduits to cross each other in slabs above grade. Conduits crossing each other may not be larger than 3/4 inch.
 - O. All conduit used for fire alarm system shall be painted red.
 - P. For Surface Metal Raceway
 - 1. When installing surface metal raceway contractor shall provide boxes from the same manufacturer of the surface metal raceway.
 - 2. Install separate grounding conductor. Grounding conductors for surface metal raceways.
 - 3. Surface metallic raceways in close proximity of other trades, shall be arranged to allow for proper clearance for servicing and headroom. Surface metallic raceway shall be installed parallel to walls, floors and ceilings in a neat workmanlike manner.
- 3.3 CONDUIT INSTALLATION OF SCHEDULE
- A. Underground installations: PVC minimum Schedule 40, unless otherwise noted on Drawings.

- B. Installations in or under concrete slab: PVC minimum Schedule 40, unless otherwise noted on Drawings.
- C. Exposed outdoor locations: Rigid galvanized steel conduit.
- D. Wet interior locations: Rigid galvanized steel conduit.
- E. Concealed dry interior locations and above accessible ceiling for receptacle and lighting branch wiring: Electrical metallic tubing up to first junction box and flexible metallic tubing (MC cable only) thereafter.
- F. Concealed dry interior locations other than receptacle and lighting branch wiring: Electrical metallic tubing.
- G. Concealed dry interior locations and above accessible ceiling for fire alarm runs: Fire alarm armored cable type MC with red stripe as manufactured by AFC series 1800.
- H. Concealed and exposed dry interior location for feeder runs: Electric metallic tubing.
- I. Exposed dry interior in unfinished locations other than Boiler Rooms: Electric metallic tubing.
- J. Final connections to motors: Flexible metallic tubing (MC cable). Minimum of 10" to maximum of 6' for connections to motors.
- K. Existing exposed dry interior locations (finished spaces), for branch wiring and fire alarm wiring, one-piece steel raceway (similar to Wiremold V-500, V-700).
- L. Final connections to motors: Flexible metallic tubing (MC cable). Minimum of 18" to maximum of 6' for connections to motors.
- M. All conduit installed in boiler room up to 10'-0" AFF and lower shall be rigid galvanized steel conduit. All conduit above 10'-0" shall be electric metallic tubing.
- N. Final connections to equipment and/or motors in boiler room, outdoors and potentially wet indoor areas: liquid tight, flexible; minimum of 18" to maximum 6'-0" connections.

END OF SECTION 26 02 00

SECTION 26 03 00 - WIRE AND CABLE

PART 1 - GENERAL

Applicable provisions of the conditions of the Contract and Division 1 General Requirements govern the work in this section. Submit shop drawings for checking and approval.

1.1 WORK INCLUDED

- A. The work under this section shall include the furnishing of all material, labor, tools and services necessary to wire and cable in raceway specified in other sections to complete all work shown on the Drawings or specified herein.

PART 2 - PRODUCTS

2.1 BUILDING WIRE

- A. Thermoplastic-insulated building wire: Type THHN.
- B. Rubber insulated building wire: NEMA WC 3.
- C. Feeders and branch circuits larger than number 6 AWG: Copper, stranded conductor, 600 volt insulation, type THHN.
- D. Feeder and branch circuits 6 AWG and smaller: Copper conductor, 600 volt insulation, THWN/THHN, 6 and 8 AWG, stranded conductor; Smaller than 8 AWG, solid conductor.
- E. Service feeders and branch circuits in conduit in contact with earth shall be type XHHW.
- F. Control circuits: Copper, stranded conductor 600 volt insulation, THHN.

2.2 ARMORED CABLE

- A. BX or pre-manufactured cables are not acceptable except for Type MC for branch wiring after the first junction box (for receptacle and lighting branch circuits) and final connections to motors in interior dry accessible locations, minimum length shall be 18" with a maximum length of 6' for motors. Except for outdoor and boiler room equipment and/or motors. Provide flexible liquid tight conduit.
- B. Type MC fire alarm cable with red stripe for concealed fire alarm wiring as manufactured by AFC series 1800.
- C. Armored cable, Type MC size 14 through 6 AWG: Copper conductor, 600 volt thermoplastic insulation, rated 90 degrees C., with separate green ground conductor.

2.3 REMOTE CONTROL AND SIGNAL CABLE

- A. Control cable for Class 2 or Class 3 remote control and signal circuits: Copper conductor, 300 volt insulation, rated 60 degree C, individual conductors twisted together shielded and covered with a nonmetallic jacket; UL listed for use in air handling ducts, hollow spaces used as ducts and plenums. Verify wiring type with manufacturer.

2.4 COLOR CODING

- A. All wiring shall be color-coded. Neutral wire shall be white throughout and each phase wire shall be identified any place in the system by its color code. All conductors in panel boxes and junction boxes shall be properly tagged with red non-flammable tags properly attached.
- B. Wire shall be color coded as follows:
- | <u>120/208 volt system</u> | <u>Fire Alarm</u> | |
|----------------------------|-------------------|-----|
| A Phase | Black | Red |
| B Phase | Red | |
| C Phase | Blue | |
- C. Equipment ground wires or ground jumpers shall be Green.
- D. In addition to the basic color-coding described the following additional identification and tagging shall apply.
1. The switch legs for the local wall switches and in switch panel shall have distinctive stripes. In instances where color-coding is not practicable, such as short runs of heavy feeder cables, taping the ends of the cable with coded colors as indicated above or tagging will be permitted.
 2. Cables shall be tagged in all pull boxes, wireways and wiring gutters of panels.
 3. Where two (2) or more circuits run to or through a control device, outlet box or junction box, each circuit shall be tagged as a guide in making connections.
 4. Tags shall identify wire or cable by number and/or piece of equipment served as shown on the Drawings.

PART 3 - EXECUTION

3.1 GENERAL WIRING METHODS

- A. Use no wire smaller than 12 AWG for power and lighting circuits, and no smaller than 14 AWG for control wiring.
- B. Use 10 AWG conductor for 20 ampere, 120 volt branch circuit home runs longer than 75 feet and for 20 ampere.
- C. Place an equal number of conductors for each phase of a circuit in same raceway or cable. No more than one of each phase shall be supported by a single neutral.
- D. Splice only in junction or outlet boxes.
- E. Neatly tag, identify, train and lace wiring inside boxes, equipment and panelboards.
- F. Make conductor lengths for parallel circuits equal.

3.2 WIRING INSTALLATION IN RACEWAYS

- A. Pull all conductors into a raceway at the same time. Use UL listed wire pulling lubricate for pulling 4 AWG and larger wires.

- B. Completely and thoroughly swab raceway system before installing conductors.
- C. Install wire in raceway after interior of building has been physically protected from the weather and all mechanical work likely to injure conductors has been completed.

3.3 CABLE INSTALLATION

- A. Support cables above accessible ceilings; do not rest on ceiling tiles. Use spring metal clips or metal cable ties to support cables from structure (not ceiling suspension system). Include bridle rings or drive rings.
- B. Use suitable cable fitting and connectors.

3.4 WIRING CONNECTIONS AND TERMINATIONS

- A. Splice only in accessible junction boxes.
- B. Use solderless pressure connections with insulating covers for copper wire splices and tape, 8 AWG and smaller. For 10 AWG and smaller, use insulated spring wire connectors with plastic caps.
- C. Provide extended gutters and tap blocks or pull boxes with tap rail systems similar to Burndy MT Series or Burndy Electrorail system for wire splices 6 AWG and larger.
- D. Tape uninsulated conductors with electrical tape to 150 percent of the insulation value of conductor.
- E. Thoroughly clean wires before installing lugs and connectors.
- F. Make splices, taps and terminations to carry full ampacity of conductors without perceptible temperature rise.
- G. Terminate spare conductors with electrical tape.

3.5 FIELD QUALITY CONTROL

- A. Field inspection and testing will be performed under provisions of the Specifications.
- B. Inspect wire and cable for physical damage and proper connection.
- C. Torque test conductor connections and terminations to manufacturer's recommended values.
- D. Perform continuity test on all power and equipment branch circuit conductors. Verify proper phasing connections.

3.6 WIRE AND CABLE INSTALLATION SCHEDULE

- A. All wiring and cable shall be installed in conduit unless otherwise noted. Refer to conduit section 26 02 00 for conduit types at various locations.

END OF SECTION 26 03 00

SECTION 26 03 20 - OVERCURRENT PROTECTIVE DEVICES

PART 1 - GENERAL

Applicable Provisions of the Conditions of the Contract and Division 1 General Requirements govern the work in this section. Submit shop drawings for checking and approval.

1.1 WORK INCLUDED

- A. Work of this section includes all labor, materials, equipment and services necessary to complete the electrical work as shown of the Drawings and specified herein, including, but not limited to, the following:
- B. Circuit Breakers
 - 1. Standard molded case circuit breakers "bolted in" type.
 - 2. Solid state circuit breakers.
 - 3. Current limiting circuit breakers.
 - 4. Enclosed circuit breakers.

1.2 SUBMITTALS

- A. Shop drawings showing dimensions, location of equipment and method of installation.
- B. Product Data: Manufacturer's printed data, catalog cuts.

1.3 DISCONNECT SWITCHES

- A. Fusible switch assemblies: Quick-make, quick-break, load interrupter enclosed knife switch with externally operable handle interlocked to prevent opening front cover when switch is in ON position. Handle lockable in OFF position. Fuse clips shall be designed to accommodate Class R, J fuses.
- B. Non-fusible switch assemblies: Quick-make, quick-break, load interrupter enclosed knife switch with externally operable handle interlocked to prevent opening front cover when switch is in ON position. Handle lockable in OFF position.
- C. Enclosures: NEMA Type 1, 3R or 4 as required.

1.4 CIRCUIT BREAKERS

- A. "Bolted-In" type, manually operated, quick-make, quick-break, mechanically trip-free operating mechanisms for simultaneous operation, of all poles, with contacts, arc interrupters and trip elements for each pole. "Plug-in" breakers are not permitted. New circuit breakers to be installed in existing panelboards shall be U.L. certified for installation in those panelboards and be labeled with make and model.
- B. Tripping units shall be "thermal-magnetic" type having bimetallic elements for time delay overload protection, and magnetic elements for short circuit protection.

- C. Manually operable by mean of toggle type operating handles having tripped positions midway between the "on-off" position. Handle to be clearly labeled as to breaker rating.
- D. Minimum frame size for all circuit breakers, 1, 2, or 3 pole shall be 100 amperes.
- E. Their interrupting rating shall not be less than 25,000 amperes RMS symmetrical at 208 volt for distribution panels and 10,000 amperes for power panels.

1.5 APPLICATIONS

- A. Category of Application for Circuit Breakers
 - 1. Panelboards.
 - 2. Switchboards.
 - 3. Individual enclosures.
 - 4. Combination motor starters.

1.6 SPARE FUSES

- A. Upon Engineer's acceptance of the electrical distribution system, provide spare fuses as follows: 10% of each type and rating installed 600 amperes and smaller (minimum of 3). Provide spare fuse cabinet with directory to store all spare fuses. Locate as directed by Engineer and/or Owner.

1.7 APPROVED MANUFACTURERS

- A. Fuses: Bussman, Ferraz-Shawmut.
- B. Circuit Breakers: Siemens, General Electric, Square D.

1.8 INSTALLATION

- A. All material installation shall be in accordance with manufacturer recommendations and the provisions of all applicable codes.
- B. All fuses and circuit breakers shall be selectively coordinated.
- C. Install disconnect switches where indicated on Drawings.
- D. Install fuses in fusible disconnect switches.
- E. Disconnects shall have NEMA 3R enclosure.

1.9 RECORD DRAWINGS

- A. Shop drawings showing dimensions, location of equipment and method of installation.
- B. Product Data: Manufacturer's printed data, catalog cuts, performance curves.

END OF SECTION 26 03 20

SECTION 26 03 50 - BOXES

PART 1 - GENERAL

Applicable provisions of the conditions of the Contract and Division 1 General Requirements govern the work in this section. Submit shop drawings for checking and approval.

1.1 WORK INCLUDED

- A. The work under this section shall include the furnishing of all material, labor, tools and services necessary to install wall and ceiling outlet boxes, floor boxes, pull and junction boxes to complete all work shown on the Drawings or specified herein.

1.2 RELATED WORK

- A. Access doors.
- B. Wiring devices: Service fittings and fire-rated poke-through fittings for floor boxes.
- C. Cabinets and enclosures.

PART 2 - PRODUCTS

2.1 OUTLET BOXES

- A. Sheet metal outlet boxes: ANSI/NEMA OS 1; Galvanized steel, with 1/2 inch male fixture studs where required.
- B. Cast boxes: Cast ferroalloy, deep type, gasketed cover, threaded hubs.
- C. Typical receptacle box shall be 4" square metal boxes, 30.8 cubic inch capacity with brackets as required. Provide 4" square raised device covers.

2.2 PULL AND JUNCTION BOXES

- A. Sheet metal boxes: ANSI/NEMA OS 1; Galvanized steel.
- B. Sheet metal boxes larger than 12 inches in any dimension: hinged enclosure in accordance with Section 26 04 50.
- C. Cast metal boxes for outdoor and wet location installations: NEMA 250; Type 4 and type 6, flat-flanged, surface-mounted junction box, UL listed as raintight. Galvanized cast iron box and cover with ground flange, neoprene gasket, and stainless steel cover screws.
- D. Cast metal boxes for underground installation: NEMA 250; Type 4, inside flanged, recessed cover box for flush mounting, UL listed as raintight. Galvanized cast iron box and plain cover with neoprene gasket and stainless cover screws.

PART 3 - EXECUTION

3.1 COORDINATION OF BOX LOCATIONS

- A. Provide electrical boxes as required in excess of that shown on Drawings and as required for splices, taps, wire pulling, equipment connections and code compliance.
- B. Electrical box locations shown on Contract Drawings are approximate unless dimensioned. Verify location of floor boxes and outlets in offices and work areas prior to rough-in.
- C. Locate and install boxes to allow access. Where installations are accessible, coordinate locations and sizes of required access doors with Division 1.
- D. Locate and install to maintain headroom and to present neat appearance.

3.2 OUTLET BOX INSTALLATION

- A. Do not install boxes back-to-back in walls. Provide minimum 6 inch separation, except provide minimum 24 inch separation in acoustic-rated walls.
- B. Locate boxes in masonry walls to require cutting of masonry unit corner only. Coordinate masonry cutting to achieve neat openings for boxes.
- C. Provide knockout closures for unused openings.
- D. Support boxes independently of conduit except for cast iron boxes that are connected of rigid metal conduits, both supported within 12 inches of box.
- E. Use multiple-gang boxes where more than one device is mounted together; do not use sectional boxes. Provide barriers to separate wiring of different voltage systems.
- F. Install boxes in wall without damaging wall insulation.
- G. Coordinate mounting heights and locations of outlets mounted above counters, benches and backspaces.
- H. Position outlets to locate luminaries as shown on reflected ceiling plans.
- I. In inaccessible ceiling areas, position outlets and junction boxes within 6 inches of recessed luminaire, to be accessible through luminaire ceiling opening.
- J. Provide recessed outlet boxes in finished areas; secure boxes to interior wall and partition studs, accurately positioning to allow for surface finish thickness. Use stamped steel stud bridges for flush outlets in hollow stud wall, and adjustable steel channel fasteners for flush ceiling outlet boxes.
- K. Align wall-mounted outlet boxes for switches, thermostats, and similar devices.
- L. Provide cast outlet boxes in exterior locations exposed to the weather and wet locations.

3.3 PULL AND JUNCTION BOX INSTALLATION

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- A. Locate pull boxes and junction boxes above accessible ceilings or in unfinished areas.
- B. Support pull and junction boxes independent of conduit.

END OF SECTION 26 03 50

SECTION 26 04 00 - WIRING DEVICES

PART 1 - GENERAL

Applicable Provisions of the Conditions of the Contract and Division 1 General Requirements govern work in this section. Submit shop drawings for checking and approval.

1.1 WORK INCLUDED

- A. The work under this section shall include the furnishing of all materials, labor, tools and services necessary to install receptacles, service fittings device plates and box covers to complete all work shown on the Drawings or specified herein.

1.2 REFERENCES

- A. FS W-C-596 - Electrical power connector, plug, receptacles and cable outlet.
- B. FS W-S-896 - Switch, toggle.
- C. NEMA WD 1 - General purpose wiring devices.
- D. NEMA WD 5 - Specific-purpose wiring devices.

1.3 SUBMITTALS

- A. Submit product data under Provisions of Contract and Division 1.
- B. Provide product data showing configurations, finishes, dimensions and manufacturer's instructions.

PART 2 - PRODUCTS

2.1 RECEPTACLES

- A. Convenience and straight-blade receptacles: 125 V, 2 pole, 3 wire, 20 ampere specification grade, ground fault interrupting or isolated ground type.
- B. Internal ground clip of receptacles shall be in one piece with the receptacle mounts.
- C. Receptacles with riveted ground clips will not be accepted.
- D. Isolated ground type receptacle shall be orange in color.

2.2 WALL SWITCHES

- A. Wall switches for lighting circuits and motor loads under 1/2 hp: AC general use snap switch with toggle handle, rated 20 amperes and 120-277 volts AC.
- B. Handle: Ivory plastic.
- C. Pilot light type: Lighted handle. Pilot strap in adjacent gang.
- D. Locator type: Lighted handle.

2.3 COVER PLATES

- A. Decorative cover plate: Stainless steel 302/304 smooth Hubbell "S" series.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install receptacles on roof along parapet wall.
- B. Install specific use receptacles at heights shown on contract drawings.
- C. Drill opening for poke - through fitting installation in accordance with manufacturer's instructions.
- D. Install plates on switch, receptacle, and blank outlets in finished areas, using jumbo size plates for outlets installed in masonry walls.
- E. Install galvanized steel plates on outlet boxes and junction boxes in unfinished areas, above accessible ceilings and on surface mounted outlets.
- F. Install devices and wall plates flush and level.

END OF SECTION 26 04 00

SECTION 26 04 50 - CABINETS AND ENCLOSURES

PART 1 - GENERAL

Applicable Provisions of the conditions of the Contract and Division 1 General Requirements govern the work in this section. Submit shop drawings for checking and approval.

1.1 WORK INCLUDED

- A. The work under this section shall include the furnishing of all materials, labor, tools and services necessary to install hinged cover enclosures to complete all work shown on the Drawings or specified herein.

1.2 REFERENCES

- A. NEMA 250 - Enclosures for electrical equipment (1000 volts maximum).
- B. Submittals - Submit product data under Provisions of Contract and Division 1.

PART 2 - PRODUCTS

2.1 HINGED COVER ENCLOSURES

- A. Construction: NEMA 250; Type 1 and 3R steel.
- B. Finished: Manufacturer's standard enamel finish.
- C. Covers: Continuous hinge, held closed by operable by key.
- D. Provide barriers between normal and emergency wiring. Barriers shall be of non-current carrying material of adequate thickness for mechanical strength but in no case less than 1/4". Each barrier shall have an angle iron framing support all around.

2.2 FABRICATION

- A. Shop assemble enclosures in accordance with ANSI/NEMA ISC 6.
- B. Provide knockouts on enclosures.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install enclosures plumb; Anchor securely to wall and structural supports at each corner, minimum.
- B. Provide necessary feet for free-standing equipment enclosures.
- C. Install trim plumb.

END OF SECTION 26 04 50

SECTION 26 05 00 - SUPPORTING DEVICES

PART 1 - GENERAL

Applicable Provisions of the Conditions of the Contract and Division 1 General Requirements govern work in this section. Submit shop drawings for checking and approval.

1.1 WORK INCLUDED

- A. The work under this section shall include the furnishing of all material, labor, tools and services necessary to install rigid metal conduit, electrical metallic tubing and flexible metal conduit, including all fittings to complete all work shown on the Drawings or specified herein.

1.2 RELATED WORK

- A. Conduit and equipment supports.
- B. Fastening hardware.

1.3 REFERENCES

- A. Conduit supports.

1.4 QUALITY ASSURANCE

- A. Support system shall be adequate for weight of equipment and conduit, including wiring, which they carry.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Support channel: Galvanized or painted steel.
- B. Hardware: Corrosion resistant.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Use toggle bolts or hollow wall fasteners in hollow masonry, plaster, or gypsum board partitions and walls; Expansion anchors or preset inserts in solid masonry walls; self-drilling anchors or expansion anchors on concrete surfaces; sheet metal screws in sheet metal studs and wood screws in wood construction.
- B. Do not fasten supports to piping, ductwork, mechanical equipment, or conduit.
- C. Do not use powder-actuated anchors.
- D. Fabricate supports from structural steel or steel channel, rigidly welded or bolted to present a neat

appearance. Use hexagon head bolts with spring lock washers under all nuts.

- E. In wet locations install free-standing electrical equipment on concrete pads.
- F. Install surface mounted cabinets and panelboards with minimum of four anchors. Provide steel channel supports to stand cabinet one inch off wall.
- G. Bridge studs top and bottom with channels to support flush mounted cabinets and panelboards in stud walls.

END OF SELECTION 26 05 00

SECTION 26 05 50 - GENERAL LABELING AND IDENTIFICATION

PART 1 - GENERAL

Applicable Provisions of the Conditions of the Contract and Division 1 General Requirements govern the work in this section. Submit shop drawings for checking and approval.

1.1 WORK INCLUDED

- A. The work under this section shall include the furnishing of all material, labor, tools and services necessary to install nameplates, tape labels, wire markers, conduit color coding to complete all work shown on the Drawings or specified herein.

1.2 RELATED WORK

- A. Painting.

1.3 SUBMITTALS

- A. Submit shop drawings under provisions of Division 1.
- B. Include schedule for nameplates and tape labels.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Nameplates: Engraved three-layer laminated plastic, white letters on a black background.
- B. Tape labels: Embossed adhesive tape with 3/16 inch black letters on a white background.
- C. Wire and cable markers: Cloth markers, split sleeve or tubing type.

PART 3 - EXECUTION

3.1 INSTALLATION

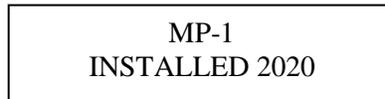
- A. De-grease and clean surfaces to receive nameplates and tape labels.
- B. Install nameplates and tape labels parallel to equipment lines.
- C. Secure nameplates to equipment fronts using screws, rivets, or adhesive. Secure nameplate to inside face of recessed panelboard doors in finished locations.
- D. Embossed tape will not be permitted for any application. Use embossed tape only for identification of individual wall switches and receptacles and control device stations.

3.2 WIRE IDENTIFICATION

- A. Provide wire markers on each conductor in panelboard gutters, pull boxes, outlet and junction boxes and at load connection. Identify each branch circuit or feeder number for power and lighting circuits and each control wire number as indicated on equipment manufacturer's shop drawings for control wiring.

3.3 NAMEPLATE ENGRAVING SCHEDULE

- A. Provide nameplates to identify all electrical distribution, control equipment and loads served including year of installation. Letter height: 1/2 inch for individual switches, loads served, distributions and control equipment identification. For example:



- B. Panelboards: 3/4 inch, identify equipment designation. 1/2 inch identify voltage rating and source of power.
- C. Individual circuit breakers, switches and motor starters in panelboards, switchboards and motor control centers: 1/4 inch, identify circuit and load served, including location.
- D. Individual circuit breakers, enclosed switches and motor starters: 1/2 inch, identify load served.

3.4 FIRE ALARM

- A. All fire alarm raceway components shall be painted red and identified.

END OF SECTION 26 05 50

SECTION 26 05 75 - INTERIOR LUMINAIRES

PART 1 - GENERAL

Applicable provisions of the Conditions of the Contract and Division 1 General Requirements govern work in this section. Submit shop drawings for checking and approval.

1.1 WORK INCLUDED

- A. Interior luminaires and accessories.
- B. Emergency lighting units.
- C. Exit signs.
- D. LED Driver.
- E. LED dimming and controls.
- F. LED emergency power supply.
- G. Lamps.
- H. Luminaire accessories.

1.2 REFERENCES

- A. ANSI/IES RP-16-10 – Nomenclature and Definitions for Illuminating Engineering.
- B. ANSI C78.37 7 – Specifications for the Chromaticity of Solid-State Lighting (SSL) Products.
- C. IES LM-79-08 – Electric and Photometric Measurements of Solid-State Lighting Products.
- D. IES LM-80-08 – Measuring Lumen Maintenance of LED Light Sources.
- E. IES 7M-21-11 – Projecting Long Term Lumen Maintenance of LED Light Sources.
- F. IES LM-82-11 – IES Approved Method for the Characterization of LED Light Engines and LED Lamps for Electrical and Photometric Properties as a Function of Temperature.
- G. UL 8750 – LED Equipment for Use in Lighting Products.
- H. NEMA WD 6 - Wiring Devices – Dimensional Requirements.
- I. NFPA 70 - National Electrical Code.
- J. NFPA 101- Life Safety Code.

1.3 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing the Products specified in this section with minimum five (5) years documented experience.

1.4 REGULATORY REQUIREMENTS

- A. Conform to requirements of NFPA 70 and to requirements of NFPA 101.
- B. Products: Listed and classified by Underwriters Laboratories, Inc. (UL), American National Standards Institute (ANSI) and Illuminating Engineering Society (IES).

PART 2 - PRODUCTS

2.1 LUMINAIRES

- A. Furnish Products as scheduled.

2.2 EXIT SIGNS

- A. Manufacturers: As scheduled.
- B. Description: Exit sign fixture suitable for use as emergency lighting unit.
- C. Housing: Extruded aluminum or steel as per schedule.
- D. Face: Aluminum stencil face with red letters, unless otherwise noted.
- E. Directional Arrows: Universal type for field adjustment, direction per drawing.
- F. Mounting: Universal, for field selection or per drawing.
- G. Lamps: L.E.D.
- H. Input Voltage: As scheduled.

2.3 LED DRIVERS

- A. Manufacturers: As scheduled.
- B. Voltage: As scheduled.

2.4 LAMPS

- A. Lamp Types: As specified for luminaire. LED source.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install suspended luminaires and exit signs using pendants supported from swivel hangers. Provide pendant length required to suspend luminaire at indicated height.
- B. Support luminaires 2 x 4 foot (600 x 1200 mm) and larger in size independent of ceiling framing.
- C. All lay-in luminaries shall be supported with chains to building structure.

- D. Install surface mounted luminaires and exit signs plumb and adjust to align with building lines and with each other. Secure to prevent movement.
- E. Exposed Grid Ceilings: Support surface mounted luminaires on grid ceiling directly from building structure. Provide auxiliary members spanning ceiling grid members to support surface mounted luminaires. Fasten surface mounted luminaires to ceiling grid members using bolts, screws, rivets, or suitable clips.
- F. Install wall mounted luminaires, emergency lighting units and exit signs at 80" above finished floor, unless otherwise noted.
- G. Install accessories furnished with each luminaire.
- H. Make wiring connections to branch circuit using building wire with insulation suitable for temperature conditions within luminaire.
- I. Bond products and metal accessories to branch circuit equipment grounding conductor.
- J. Install specified lamps in each emergency lighting unit, exit sign, and luminaire.

3.2 FIELD QUALITY CONTROL

- A. Operate each luminaire after installation and connection. Inspect for proper connection and operation.

3.3 ADJUSTING

- A. Aim and adjust luminaires as indicated.
- B. Position exit sign directional arrows as indicated.

3.4 CLEANING

- A. Clean electrical parts to remove conductive and deleterious materials.
- B. Remove dirt and debris from enclosures.
- C. Clean photometric control surfaces as recommended by manufacturer.
- D. Clean finished and touch up damage.

3.5 PROTECTION OF FINISHED WORK

- A. Relamp luminaires that have failed lamps as substantial completion.

END OF SECTION 26 05 75

SECTION 26 06 00 - DISCONNECT SWITCHES

PART 1 - GENERAL

Applicable provisions of the conditions of the Contract and Division 1 General Requirements govern the work in this section. Submit shop drawings for checking and approval.

1.1 WORK INCLUDED

- A. The work under this section shall include the furnishing of all materials, labor, tools and services necessary to install disconnect switches, fuses and enclosures to complete all work shown on the Drawings or specified herein.

1.2 SUBMITTALS

- A. Submit product data under Provisions of Contract and Division 1.
- B. Include outline Drawings with dimensions, equipment ratings for voltage, capacity, horsepower and short circuit.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS - DISCONNECT SWITCHES

- A. Siemens.
- B. Square 'D'.
- C. General Electric.
- D. Or approved equal.

2.2 DISCONNECT SWITCHES

- A. Non-fusible switch assemblies: Quick-make, quick-break, 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.
- B. Enclosures: NEMA Type 1; 3R; 4 as indicated on Drawings.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install disconnect switches where indicated on Drawings.
- B. Disconnects installed outdoors shall have NEMA 3R enclosures.
- C. Disconnects installed indoors in dry locations shall have NEMA 1 enclosure.

END OF SECTION 26 06 00

SECTION 26 06 50 - GROUNDING

PART 1 - GENERAL

Applicable provisions of the conditions of the Contract and Division 1 General Requirements govern the work in this section. Submit shop drawings for checking and approval.

1.1 WORK INCLUDED

- A. The work under this section shall include the furnishing of all materials, labor, tools and services necessary to install the power system grounding to complete all work shown on the Drawings or specified herein.

1.2 RELATED WORK

- A. Panelboards.
- B. Raceways.
- C. Connection Equipment.
- D. Electric Equipment.
- E. Tests and Acceptance.

1.3 SUBMITTALS

- A. Manufacturers' data, catalog cuts of ground rods, connectors, bushings, etc., along with recommended installation procedures.

PART 2 - PRODUCTS

2.1 WIRING

- A. All wiring used for grounding shall be insulated copper, unless otherwise noted. Size shall be in accordance with code for the application, minimum #12.
- B. Where used in conjunction with computer equipment, grounding conductors shall be equal in size to the phase conductors.
- C. Avoid splices in ground conductors.

2.2 RACEWAY

- A. Grounding continuity shall be maintained for all metallic raceways.
- B. Provide bonding jumpers across metal parts separated by non-conducting materials.
- C. Where a grounding conductor is installed as a supplement to metallic raceway serving as the equipment grounding conductor, bonding conductor to the raceway at each end.
- D. All raceway accessories, such as locknuts, bushings, expansion fittings, etc. shall be installed to provide maximum metal-to-metal bonding.

2.3 CLAMPS

- A. Provide approved ground clamps for connecting grounding conductors to pipe, conduits, wireways, building steel, grounding rods, etc.
- B. Where bond will be in an inaccessible location or as an alternate to ground clamps, provide exothermic weld, similar to Cadweld.

2.4 ACCESSORIES

- A. Provide all necessary accessories of appropriate size and material for connection or termination of grounding conductors including:
 - 1. Straps.
 - 2. Clamps.
 - 3. Lugs.
 - 4. Bars and buses.
 - 5. Isolators (where applicable).
 - 6. Locknuts and bushings.

2.5 ACCEPTABLE MANUFACTURERS

- A. Copperweld.
- B. Cadweld (for exothermic welds).
- C. O.Z. Gedney.
- D. Burndy.

PART 3 - EXECUTION

3.1 RACEWAYS

- A. Grounding continuity is to be maintained for all metallic raceways. Provide necessary clamps, bushings, straps and locknuts to assure continuity.
- B. For non-metallic or flexible raceways, provide a separate equipment-grounding conductor bonded to both ends.
- C. Where indicated, an additional equipment-grounding conductor shall be provided in metallic raceway.
- D. Where indicated, an isolated ground conductor shall be provided in addition to the equipment-grounding conductor. Bond at each end to the isolated ground terminal identified.

3.2 EQUIPMENT

- A. All equipment shall be grounded.
- B. Where isolated grounding is indicated, it shall be for the isolation of internal equipment components only. All metallic enclosures of such equipment shall be connected to the equipment ground system.

3.3 PANELBOARDS

- A. All panelboards and distribution panels shall be provided with a ground bar bonded to the enclosure. Provide an isolated ground bar connected to the incoming feeder ground where indicated.

3.4 TESTING

- A. Upon completion of the installation, confirm the grounding continuity of all raceways, conductors and equipment. Maximum allowable resistance is 25 ohms.

3.5 RECORD DRAWINGS

- A. Submit record As-Built Drawings indicating the location of all points where grounding conductors are bonded to steel, rods, plates, etc.
- B. Indicate the location of all grounding buses not installed within distribution equipment.

END OF SECTION 26 06 50

SECTION 26 07 00 - PANELBOARDS

PART 1 - GENERAL

Applicable provisions of the Conditions of the Contract and Division 1 General Requirements govern work in this section. Submit shop drawings for checking and approval.

1.1 WORK INCLUDED

- A. The work under this section shall include the furnishing of all materials, labor, tools and services necessary to install the power system grounding to complete all work shown on the Drawings or specified herein.

1.2 RELATED WORK

- A. Grounding
- B. Overcurrent Protection

1.3 SUBMITTALS

- A. Submit shop drawings for equipment and component devices under provisions of Division 1.
- B. Include outline and support point dimensions, voltage, main bus ampacity, integrated short circuit ampere rating, circuit breaker and fusible switch arrangement and sizes.
- C. Furnish two (2) sets of keys to Owner.

1.4 REFERENCES

- A. FS W-C-375 - Circuit breakers, molded case, branch circuit and service.
- B. FS W-P-115 - Power distribution panel.
- C. NEMA AB 1 - Molded case circuit breakers.
- D. NEMA KS 1 - Enclosed switches.
- E. NEMA PB 1 - Panelboards.
- F. NEMA PB 1.1 - Instruction for safe installation, operation and maintenance of panelboard rated 600 volts or less.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS - PANELBOARD AND LOAD CENTERS

- A. Siemens.
- B. Square "D".
- C. General Electric.
- D. Or approved equal.

2.2 BRANCH CIRCUIT PANELBOARDS

- A. Lighting and appliance branch circuit panelboards: NEMA PB 1; circuit breaker type.
- B. Enclosure: NEMA PB 1; Type 1.
- C. Cabinet size: Approximately 6 inches deep; 20 inches wide for 240 volt and less panelboards. Verify field conditions and alter dimensions to suit at no additional cost.
- D. Provide surface cabinet front door-in-door with concealed trim clamps, concealed hinge and flush lock all keyed alike. Finish in manufacturer's standard gray enamel.
- E. Provide panelboards with copper bus, rating as scheduled on Drawings. Provide copper ground bus in all panelboards and isolated ground bus in those as indicated on Drawings.
- F. Minimum integrated short circuit rating: 10,000 amperes rms symmetrical for 240 volt rated for 125 amps or less, 22,000 amperes rms symmetrical for 240 volt rated greater than 125 amps to 225 amps and 30,000 amperes for emergency power panelboards (verify in field). If panelboard is noted as a main distribution panelboard, then panel shall be rated as a distribution panelboard. Contractor shall provide short circuit study to ensure adequacy.
- G. Molded case circuit breakers: Bolt-on type thermal magnetic trip handle for all poles. Provide circuit breakers UL listed as type SWD for lighting circuits. Breaker handle to indicate ampere rating.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install panelboards flush or surface mounted as indicated on Drawings.
- B. Mounting height maximum 6 ft. (2 m) to top circuit breaker.
- C. Provide filler plates for unused spaces in panelboards.
- D. Provide type written circuit directory for each branch circuit panelboard. Indicate loads served and panel name by matching that shown on panel schedules on Drawings. Revise directory to reflect circuiting changes required to balance phase loads. Provide a second copy and turn over to Owner.
- E. Provide 3/4" thick plywood backboard for mounting of panels. Paint backboard with fire retardant paint.
- F. Provide nameplates as indicated in Section 26 05 50.

3.2 FIELD QUALITY CONTROL

- A. Measure steady state load currents at each panelboard feeder. Should the difference at any panelboard between phases exceed 20 percent, rearrange circuits in the panelboard to balance the phase loads within 20 percent. Take care to 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.

- C. Provide thermographic inspections in accordance with Section 26 01 00.

3.3 TESTS

- A. Submit certification that each panelboard has withstood, without breakdown, a factory dielectric (Hi-Pot) test consisting of a one minute application of a 60 cycle AC test voltage applied between phase legs and from each phase leg to enclosure.
- B. The applied test voltage shall have an RMS value of at least twice the line to line system voltage to which the panelboard is to be applied, plus one thousand volts (minimum 1500V).

3.4 RECORD DRAWINGS

- A. Submit As-Built Drawings indicating the location of all panelboards.

END OF SECTION 26 07 00

SECTION 26 08 00 - ADDRESSABLE FIRE PROTECTIVE SIGNALING SYSTEM

PART 1 - GENERAL

Applicable provisions of the Conditions of the Contract and Division 1 General Requirements govern work in this section. Submit shop drawings for checking and approval.

1.1 SCOPE

- A. This specification describes an FS-250 (Fire Seeker) Siemens Fire Detection and Alarm system. The control panel, to be intelligent device addressable, analog detecting, low voltage and modular, with digital communication techniques, in full compliance with all applicable codes and standards. The features and capacities described in this specification are required as a minimum for this project and shall be furnished by the successful Contractor.
- B. The system shall be in full compliance with National and Local Codes.
- C. The system shall include all required hardware, raceways, interconnecting wiring and software to accomplish the requirements of this specification and the contract drawings, whether or not specifically itemized herein.
- D. All equipment furnished shall be new and the latest state of the art products of a single manufacturer, engaged in the manufacturing and sale of analog fire detection devices for over ten years.
- E. The system as specified shall be supplied, installed, tested and approved by the Local Authority Having Jurisdiction, and turned over to the Owner in an operational condition.
- F. In the interest of job coordination and responsibilities the installing Contractor shall contract with a single supplier for fire alarm equipment, engineering, programming, inspection and tests, and shall be capable of providing a "UL Listing Certificate" for the complete system.
- G. The system specified shall be that of Siemens Fire Safety which meets the project requirements. The Contractor shall submit other systems 10 days prior to bid date for approval by the Engineer. The system approved shall meet all the requirements spelled out in this specification. System approval shall be in writing by the Engineer and a copy shall be submitted with the system submittals.

1.2 RELATED WORK

- A. Division 1 Bidding Requirements and Conditions of the Contract.
- B. Division 26 Sections 26 02 00 and 26 03 00.
- C. Division 22 Section 22 08 50.
- D. Division 23 Section 23 04 60.

1.3 STANDARDS AND CODES

- A. The publications listed below form a part of this publication to the extent referenced. The publications are referenced in the text by the basic designation only. The latest version of each listed publication shall be used as a guide unless the Authority Having Jurisdiction has adopted an earlier version.
 - B. National Fire Protection Association (NFPA) Most current or approved Standard.
 - 1. NFPA 13 Standard For The Installation of Sprinkler Systems.
 - 2. NFPA 13A Recommended Practice For The Inspection, Testing And Maintenance of Sprinkler Systems.
 - 3. NFPA 70 National Electrical Code.
 - 4. NFPA 72 National Fire Alarm Code.
 - 5. NFPA 90A Standard For The Installation of Air Conditioning And Ventilating Systems.
 - 6. NFPA 101 Life Safety Code.
 - C. Underwriters Laboratories, Inc. (UL) Appropriate “UL” equipment standards.
 - 1. “UL” 864 Control Panels.
 - 2. “UL” 268 Smoke Detectors.
 - 3. “UL” 268A Smoke Detectors (HVAC).
 - 4. “UL” 464 Audible Signal Appliances.
 - 5. “UL” 1971, Standard for Visual Signaling Appliances.
 - D. Building Codes
 - 1. BOCA National Building Code and the BOCA Fire Code.
 - 2. Standard Building Code and the Standard Fire Code.
 - 3. Uniform Building Code and the Uniform Fire Code.
 - 4. International Building Code and the International Fire Code.
 - 5. NFPA 5000 Building Code.
 - 6. State and Local Building Codes as adopted and/or amended by The Authority Having Jurisdiction.
 - 7. ADA, and/or State and local equivalency standards as adopted by The Authority Having Jurisdiction.
- 1.4 QUALIFICATIONS OF INSTALLERS
- A. Before commencing work, submit data showing that the manufacturer has successfully installed fire alarm systems of the same scope, type and design as specified.
 - B. The Contractor shall submit copies of all required Licenses and Bonds as required in the State having jurisdiction.
 - C. Contractors unable to comply with the provisions of Qualification of Installers shall present proof of engaging the services of a subcontractor qualified to furnish the required services.
- 1.5 MANUFACTURER'S REPRESENTATIVE: CHARLIE MAGNOTTA at OPEN SYSTEMS, INC. 914-241-0057

- A. Provide the services of a factory trained and certified representative or technician, experienced in the installation and operation of the type of system provided. The representative shall be licensed in the State if required by law. The technician shall supervise installation, software documentation, adjustment, preliminary testing, final testing and certification of the system. The technician shall provide the required instruction to the Owner's personnel in the system operation and maintenance.

1.6 SUBMITTAL

- A. The Contractor shall include the following information in the equipment submittal:
 - 1. Power calculations. Battery capacity calculations. Battery size shall be a minimum of 125% of the calculated requirement.
 - 2. Supervisory power requirements for all equipment.
 - 3. Alarm power requirements for all equipment.
 - 4. Power supply rating justification showing power requirements for each of the system power supplies. Power supplies shall be sized to furnish the total connected load in a worst-case condition plus 25% spare capacity.
 - 5. Voltage drop calculations for Notification circuit wiring runs demonstrating worst-case condition.
 - 6. NAC circuit design shall incorporate a 15% spare capacity for future expansion.
 - 7. Submit manufacturer's requirements for testing Device Loop Card circuits and device addresses prior to connecting to control panel.
 - 8. Complete manufacturers catalog data including supervisory power usage, alarm power usage, physical dimensions, and finish and mounting requirements.
 - 9. Complete drawings covering the following shall be submitted by the Contractor for the proposed system:
 - a. Floor plans in a CAD compatible format showing all equipment and raceways, marked for size, conductor count with type and size, showing the percentage of allowable National Electric Code used.
 - b. Provide a fire alarm system function matrix as referenced by NFPA 72. Matrix shall illustrate alarm input/out events in association with initiation devices. Matrix summary shall include system supervisory and trouble output functions. Include any and all departures, exceptions, variances or substitutions from these specifications and/or drawings at time of bid.
 - 10. Incomplete submittals shall be returned without review, unless with prior approval of the Engineer.

1.7 SYSTEM REQUIREMENTS

- A. The system shall be a complete, electrically supervised fire detection and notification system, microprocessor based operating system having the following capabilities, features and capacities:
 - 1. Single addressable loop
 - 2. 252 addressable initiation device capability as a minimum.
 - 3. Each address shall be capable of supporting one input and one output, for a total of 504 programmable points on a single loop.
 - 4. Addressable devices shall be polarity insensitive.
 - 5. Addressable devices shall operate on "standard wire" no special twist or shield shall be required
 - 6. 4 notification circuits capable of Style Y (Class B), or 2 notification circuits capable of Style Z (Class A).

7. Optional relays or LED drivers for graphic annunciation.
8. Optional Remote annunciator/control panel.
9. Optional DACT capable of sending point information to a Central Station depending on protocol required by the Central Station.
10. 80-character backlit LCD display with 40 character Customer defined message.
11. Be programmable from system keypad or Laptop computer.

1.8 SYSTEM OPERATION

- A. Activation of any manual pull station, smoke detector, heat detector or sprinkler waterflow switch shall activate the building notification appliances.
- B. Activation of any alarm causing devices shall signal the Central Station to an alarm condition, if the DACT is installed
- C. Activation of a supervisory device shall sound an audible and light LED at the control panel to signal a supervisory condition.
- D. Activation of a supervisory causing device shall signal the Central Station to a supervisory condition, if the DACT is installed
- E. Activation of a trouble shall sound an audible and light an LED at the control panel to signal a trouble condition.
- F. Activation of a trouble shall signal the Central Station to a trouble condition, if the DACT is installed.

PART 2 - PRODUCTS

2.1 CONTROL PANEL: FS-250 (FIRE SEEKER)

- A. The control panel shall have digital communications, addressable devices, control points and relays. The system shall have the following:
 1. Application specific fire detection.
 2. Auto configuration, which, reads all addressed devices on the loop and automatically creates a basic general alarm configuration.
 3. Manual changes by the Owner or Siemens distributor without special tools.
 4. Windows type software to make configurations easier.
 5. Eighty- (80) character backlit LCD display with full system control and up to forty (40) character available for custom message on display.
 6. Fully field programmable from the local display or by a PC configuration tool.
 7. 2000-event history log.
 8. Alarm verification.
 9. Cross zoning.
 10. Positive Alarm Sequence.
 11. Walk test by a single individual in either a silent or audible mode.
 12. Maintenance and Technician level with Password protection.
 13. Up to 252 addressable initiation devices with the ability for 504 programmable points.
 14. Addressable initiating devices shall be polarity insensitive.

15. Addressable initiating devices shall operate on standard wire, no special twist or shield shall be required.
 16. 4 notification circuits capable of Style Y (Class B), or 2 notification circuits capable of Style Z (Class A).
 17. Built-in RS-232 port for computer connection.
- B. The system shall have the ability for programmable form C relays, with contact ratings of 1 amp @ 28 VDC. Each relay module can support up to three (3) relay boards with each board containing 8 relays for a total of up to 24 relays. The relay module is Model FS-RU2.
- C. The system can support off site reporting modules within the enclosure and with one of the following modules:
1. A system DACT shall be supplied with the following:
 - a. Support two (2) lines and up to four (4) accounts
 - b. Can transmit serial information by point to the Central or Remote Station.
 - c. Be capable of transmitting information in the following protocols as a minimum; SIA DCS 8, SIA DCS 20, Ademco Contact ID, 3/1 1400 Hz, 3/1 2300 Hz, 4/2 1400 Hz and 4/2 2300Hz.
 - d. The DACT module shall be Model FS-DACT.
 2. A Municipal Tie/Lease Line module shall provide local energy output for municipal call box connection or a reverse polarity output for lease line connection. The module shall be model FS-MT. The system described shall be Siemens Model FS-250.

2.2 POWER SUPPLY

- A. The power supply shall be capable of 6 amps. A maximum of 3.0 amps available for the NAC circuits. This can be expanded to 6 amps by adding an additional transformer. The power supply/battery charger can support up to 38AH battery sets.

2.3 ENCLOSURE

- A. The system enclosure shall be sized to carry all the modules required to meet the specification requirements.

2.4 FIELD PROGRAMMING UNIT

- A. The programming tool shall program the intelligent devices address. The unit shall test the loop wiring for grounds, opens and shorts. Systems not having this ability shall test all the above items and provide a written report documenting the testing procedure as required in the submittal section.
- B. The system programmer shall print labels for all addressable devices and contain the complete SLC circuit and device numbers. The programmer shall be Model DPU.
- C. Systems that do not meet these requirements will not be accepted.

2.5 ADDRESSABLE INITIATION DEVICES

- A. The smoke detector shall be an intelligent photoelectric detector with thermal element that provides digital communications to the FACP. Detectors shall be listed for use as open area protective coverage, in duct installation and duct sampling assembly installation and shall be insensitive to air

velocity changes. Detectors shall be programmable as application specific, selected in software for a minimum of eleven environmental fire profiles unique to the installed location. These fire profiles shall eliminate the possibility of false indications caused by dust, moisture, RFI/EMI, chemical fumes and air movement while factoring in conditions of ambient temperature rise, obscuration rate changes and hot/cold smoke phenomenon into the alarm decision to give the earliest possible real alarm condition report. The detector shall be designed to eliminate calibration errors associated with field cleaning of the chamber. The detector shall support the use of a relay, or LED remote indicator. The detector shall not exceed 2.5 inches of extension below the finish ceiling. Detector wiring shall not require any special cable. The intelligent smoke detector shall be Model HFP-11.

- B. The addressable thermal detector shall be a rate of rise detector rated at 135(F). The detector shall be mounted in an DB-11, DB-HR, or ADBH-11 base. Provide Model HFPT-11.
- C. The addressable detector shall be a photo only detector that uses the light scattering principle with a supervised light source and receiver. The detector shall be mounted in an DB-11, DB-HR, or ADBH-11 base. Provide Model HFPO-11.
- D. Detector bases shall be low profile twist lock type with screw clamp terminals and self-wiping contacts. Bases shall be installed on an industry standard, 4" square or octagonal electrical outlet box. Bases shall be supplied with the following features as required for performance to this specification. Select the following bases as required for design operation;
 - 1. Standard detector base Model DB-11.
 - 2. Detector relay base with software programmed addressable relay integral to the base. Detector relay base Model DB-HR.
 - 3. Detector audible base with software programmed operation of the base audible. Detector audible base Model ADBH-11.
- E. The manual pull station shall be addressable and semi flush mounted. Where surface mounted is required supply the manufacturers surface mount box. Supply either of the following:
 - 1. A single action pull station Model HMS-S.
 - 2. A double action pull station Model HMS-D.
- F. Furnish and install, for the monitoring of contact type initiation devices and for the control of electrical devices where required, intelligent analog signaling circuit interface module. Modules shall be supplied to meet the project requirements as follows:
 - 1. A single circuit intelligent signaling circuit interface module for monitoring alarm, trouble, supervisory or status contact type devices. Provide Model HTR I-R
 - 2. The single circuit interface shall also be available as a freestanding shrink-wrapped unit with pigtail wire leads for direct mounting with contact devices. Provide Model HTRI-M
 - 3. A single circuit intelligent signaling circuit interface module for monitoring alarm, trouble, supervisory security or status contact type devices with form C software programmable control contacts for the management of specified electrical loads as required by this specification. Provide Model HTRI-R
 - 4. Dual circuit intelligent signaling circuit interface module for monitoring alarm, trouble,

supervisory security or status contact type devices. Provide Model HTRI-D.

2.6 NOTIFICATION APPLIANCES

- A. The Horn or horn/strobe appliance as indicated on the drawings shall be a synchronized temporal horn with a synchronized strobe light with multiple candela taps to meet the intended application. The appliance shall be red or white as indicated on the drawings. The strobe light taps shall be adjustable for 15/75, 30/75, 75, and 110 candela. The appliance shall be red for wall mounted and white for ceiling mounted. Ceiling mounted appliances shall be rated for that application. Provide model U-MHU-1G/U-MHU-MCS series, for synchronized operation. Provide Model U-MMT-1G/U-MMT-MCS series for non-synchronized operation.
- B. The electronic chime or chime/strobe as indicated on the drawings shall be a speaker with a tone card and have adjustable tone and volume capabilities. The chime or chime/strobe shall be adjustable for either single stroke or continuous operation. The chime/strobe shall be available with adjustable strobe intensities of 15/75, 30/75, 75, and 110 candela. The appliance shall be red for wall mounted and white for ceiling mounted. Ceiling mounted appliances shall be rated for that application. The model number shall be U-EC series.
- C. The strobe only appliance as indicated on the drawings shall be a synchronized/non-synchronized strobe light with multiple candela taps to meet the intended application. The strobe light taps shall be adjustable for 15/75, 30/75, 75, and 110 candela. The appliance shall be red for wall mounting and white for ceiling mounted. Ceiling mounted appliances shall be rated for that application. The model number shall be the U-MCS (Adapter Series)
- D. An alarm extender panel shall be provided where needed. The power supply shall be a minimum of 6 amps. The power supply shall contain four supervised notification circuits maximum of 3 amps each circuit. The power supply shall contain built-in synchronizing modules for strobes and audibles. There shall be a 3 amp filtered auxiliary power limited output. There shall be a minimum of 8 options PAD-3.

2.7 DOOR HARDWARE

- A. Provide magnetic door holders as shown on drawings. Coordinate equipment with door hardware installer.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Perform work in accordance with the requirements of NFPA 70, NFPA 72.
- B. Fasten equipment to structural members of building or metal supports attached to structure, or to concrete surfaces.
- C. In the event that limited energy cable installation is allowed under Div. 26, all cable runs shall be run at right angles to building walls, supported from structure at intervals not exceeding 3 feet and where installed in environmental air plenums, be rated for such use and tied/supported by components listed for environmental air plenums installation.

3.2 BOXES, ENCLOSURES AND WIRING DEVICES

- A. Boxes shall be installed plumb and firmly in position.
- B. Extension rings with blank covers shall be installed on junction boxes where required.
- C. Junction boxes served by concealed conduit shall be flush mounted.
- D. Upon initial installation, all wiring outlets, junction, pull and outlet boxes shall have dust covers installed. Dust covers shall not be removed until wiring installation when permanent dust covers or devices are installed.
- E. "Fire alarm system" decal or silk-screened label shall be applied to all junction box covers.

3.3 CONDUCTORS

- A. Each conductor shall be identified as shown on the drawings with wire markers at terminal points. Attach permanent wire markers within 2 inches of the wire termination. Marker legends shall be visible.
- B. All wiring shall be supplied and installed in compliance with the requirements of the National Electric Code, NFPA 70, Article 760, and that of the manufacturer.
- C. Wiring for Notification Appliance circuits shall be a minimum 14 AWG
- D. All splices shall be made using solderless connectors. All connectors shall be installed in conformance with the manufacturer recommendations.
- E. Crimp-on type spade lugs shall be used for terminations of stranded conductors to binder screw or stud type terminals. Spade lugs shall have upset legs and insulation sleeves sized for the conductors.
- F. Permanently label or mark each conductor at both ends with permanent alphanumeric wire markers.
- G. A consistent color code for fire alarm system conductors throughout the installation.
- H. The installation Contractor shall submit for approval prior to installation of wire, a proposed color code for system conductors to allow rapid identification of circuit types.
- I. Wiring within sub panels shall be arranged and routed to allow accessibility to equipment for adjustment and maintenance.

3.4 DEVICES

- A. Relays and other devices to be mounted in auxiliary panels are to be securely fastened to avoid false indications and failures due to shock or vibration.
- B. Wiring within panels shall be arranged and routed to allow accessibility to equipment for adjustment and maintenance.

- C. All devices and appliances shall be mounted to or in an approved electrical box.

3.5 CERTIFICATE OF COMPLIANCE

- A. Complete and submit to the Project Engineer in accordance with NFPA 72, most current edition adopted by the Authority Having Jurisdiction.

3.6 FIELD QUALITY CONTROL

- A. Testing, General

1. All Alarm Initiating Devices shall be observed and logged for correct zone and sensitivity. These devices and their bases shall be tagged with adhesive tags located in an area not visible when installed, showing the initials of the installing technician and date.
2. Wiring runs shall be tested for continuity, short circuits and grounds before system is energized. Resistance, current and voltage readings shall be made as work progresses.
3. The acceptance inspector shall be notified before the start of the required tests. All items found at variance with the drawings or this specification during testing or inspection by the acceptance inspector shall be corrected.
4. Test reports shall be delivered to the acceptance inspector as completed.
5. All test equipment, the installing Contractor shall make instruments, tools and labor required to conduct the system tests available. The following equipment shall be a minimum for conducting the tests:
 - a. Ladders and scaffolds as required to access all installed equipment.
 - b. Multi-meter for reading voltage, current and resistance.
 - c. Two way radios and flashlights.
 - d. A manufacturer recommended device for measuring airflow through air duct smoke detector sampling assemblies.
 - e. Decibel meter.
 - f. In addition to the testing specified to be performed by the installing Contractor, the installation shall be subject to test by the acceptance inspector.

3.7 ACCEPTANCE TESTING

- A. A written acceptance test procedure (ATP) for testing the fire alarm system components and installation will be prepared by the Engineer in accordance with NFPA 72 and this specification. The Contractor shall be responsible for the performance of the ATP, demonstrating the function of the system and verifying the correct operation of all system components, circuits, and programming.
- B. A program matrix shall be prepared by the installing Contractor referencing each alarm input to every output function affected as a result of an alarm condition on that input.
- C. The installing Contractor prior to the ATP shall prepare a complete listing of all device labels for alphanumeric annunciator displays.
- D. The acceptance inspector shall use the system record drawings in combination with the documents specified in this specification during the testing procedure to verify operation as programmed. In conducting the ATP, the acceptance inspector shall request demonstration of any or all input and

output functions. The items tested shall include but not be limited to the following:

1. System wiring shall be tested to demonstrate correct system response and correct subsequent system operation in the event of:
 - a. Open, shorted and grounded signal line circuits.
 - b. Open, shorted and grounded notification circuits.
 - c. Primary power or battery disconnected.
2. System notification appliances shall be demonstrated as follows:
 - a. All alarm notification appliances actuate as programmed.
 - b. Audibility and visibility at required levels.
3. System indications shall be demonstrated as follows:
 - a. Correct message display for each alarm input at the control display.
 - b. Correct annunciator light for each alarm input at each annunciator and graphic display as shown on the drawings.
 - c. Correct history logging for all system activity.
4. System off-site reporting functions shall be demonstrated as follows:
 - a. Correct point transmitted for each alarm input.
 - b. Trouble signals received for disconnect.
5. Secondary power capabilities shall be demonstrated as follows:
 - a. System primary power shall be disconnected for a period of time as specified herein. At the end of that period, an alarm condition shall be created and the system shall perform as specified for a period as specified.
 - b. System primary power shall be restored for forty-eight hours and system-charging current shall be normal trickle charge for a fully charged battery bank.
 - c. System battery voltages and charging currents shall be checked at the fire alarm control panel.

3.8 DOCUMENTATION

- A. System documentation shall be furnished to the Owner and shall include but not be limited to the following:
 1. System record drawings and wiring details including one set of reproducible masters and drawings on a CD ROM in a DXF format suitable for use in a CAD drafting program.
 2. System operation, installation and maintenance manuals.

3. System matrix showing interaction of all input signals with output commands.
4. Documentation of system voltage, current and resistance readings taken during the installation, testing and ATP phases of the system installation.
5. System program showing system functions, controls and labeling of equipment and devices.

3.9 SERVICES

- A. The Contractor shall warrant the entire system against mechanical and electrical defects for a period described in the contract general conditions. This period, shall begin upon completed certification and test of the system or upon first beneficial use of the system, determined by the Engineer, whichever is earlier.
- B. The fire alarm system subcontractor Open Systems Inc. (914) 241-0057 shall offer for the Owner's consideration at the time of system submittal a priced inspection, maintenance, testing and repair contract in full compliance with the requirements of NFPA 72.
- C. The Owner shall have the option of renewing at the price quoted for single or multiple years up to five years.
- D. The Contractor performing the contract services shall be qualified and listed to maintain ongoing certification of the completed system to the UL for specific installed system listing.
- E. The installation Contractor shall furnish training as follows for a minimum of four employees of the system user:
 1. Training in the receipt, handling and acknowledgment of alarms.
 2. Training in the system operation including manual control of output functions from the system control panel.
 3. Training in the testing of the system including logging of detector sensitivity, field test of devices and response to common troubles.
 4. The total training requirement shall be a minimum of 2 hours, but shall be sufficient to cover all items specified.

END OF SECTION 26 08 00

SECTION 26 09 00 - GUARANTEE

PART 1 - GENERAL

Applicable Provisions of the Conditions of the Contract and Division 1 General Requirements govern work in this section.

1.1 GUARANTEE

- A. The Contractor shall remove, replace and/or repair at his own expense and at the convenience of the Owner, any defects in workmanship, materials, ratings, capacities and/or characteristics occurring in the work within one (1) year or within such longer period as may be provided in the Drawings and/or Section of the Specifications, which guarantee period shall commence with the final acceptance of the entire Contract in accordance with the guarantee provisions stated in the General Conditions, and the Contractor shall pay for all damage to the system resulting from defects in the work and all expenses necessary to remove, replace, and/or repair any other work which may be damaged in removing, replacing and/or repairing the work.

END OF SECTION 26 09 00