CROTON-HARMON UNION FREE SCHOOL DISTRICT

10 Gerstein Street, Croton-on-Hudson, NY 10520

District Wide Roofing

SED No. 66-02-02-03-0-001-032	Croton-Harmon High School
SED No. 66-02-02-03-0-002-029	Pierre Van Cortlandt Middle School
SED No. 66-02-02-03-0-003-033	Carrie E. Tompkins Elementary School
SED No. 66-02-02-03-1-010-007	District Office (New Bus. Office)
SED No. 66-02-02-03-5-004-008	Croton-Harmon Bus Garage

ARCHITECT:

KG+D ARCHITECTS, PC
285 Main Street
Mount Kisco, NY 10549
www.kgdarchitects.com
914.666.5900

MECHANICAL ENGINEER:

BARILE GALLAGHER & ASSOCIATES
39 Marble Avenue
Pleasantville, NY 10570
www.bga-eng.com

ROOFING CONSULTANT:

WATSKY ASSOCIATES
20 Madison Avenue
Valhalla, NY 10595

SPECIFICATION CONSULTANT:

SUSAN B. MCCLYMMONDS, AIA
200 Robb Road, Amsterdam, NY 12010

CONSTRUCTION DOCUMENTS: **20 APRIL 2023**

THE UNDERSIGNED CERTIFIES THAT TO THE BEST OF HIS KNOWLEDGE, INFORMATION AND BELIEF, THE PLANS AND SPECIFICATIONS ARE IN ACCORDANCE WITH APPLICABLE REQUIREMENTS OF THE NEW YORK STATE UNIFORM FIRE PREVENTION AND BUILDING CODE, THE STATE ENERGY CONSERVATION CONSTRUCTION CODE, AND BUILDING STANDARDS OF THE EDUCATION DEPARTMENT, AND THAT THE PLANS AND SPECIFICATIONS REQUIRE THAT NO ASBESTOS CONTAINING MATERIAL SHALL BE USED.

_____
Walter P. Hauser, AIA

TABLE OF CONTENTS

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

001000 ADVERTISEMENT FOR BIDS
002000 INSTRUCTIONS TO BIDDERS
003000 INFORMATION AVAILABLE TO BIDDERS
Attachment: Hazardous Material Reports (HS, PVCMS, CETES)
004010 BID FORM – CONTRACT NO. 1 – GENERAL CONSTRUCTION WORK AT ADMIN BLDG, BUS GARAGE AND TOMPKINS ES
004020 BID FORM - CONTRACT NO. 2 – GENERAL CONSTRUCTION WORK AT HS
004030 BID FORM - CONTRACT NO. 3 – GENERAL CONSTRUCTION WORK AT MS
004040 BID FORM - CONTRACT NO. 4 – HVAC WORK AT MS
004100 IRAN DIVESTMENT ACT CERTIFICATE OF COMPLIANCE
004110 NON-COLLUSION AFFIDAVIT
004200 CHUFSD SEXUAL HARASSMENT POLICY CERTIFICATION
004300 BID BOND - AIA DOCUMENT A310 - 2010
004500 STATEMENT OF BIDDER'S QUALIFICATIONS - AIA DOCUMENT A305 - 2020
004501 EXHIBIT A TO AIA DOCUMENT A305 – GENERAL INFORMATION
004502 EXHIBIT B TO AIA DOCUMENT A305 – FINANCIAL AND PERFORMANCE INFORMATION
004503 EXHIBIT C TO AIA DOCUMENT A305 – PROJECT SPECIFIC INFORMATION
004504 EXHIBIT D TO AIA DOCUMENT A305 – CONTRACTOR'S PAST PROJECT EXPERIENCE
004505 EXHIBIT E TO AIA DOCUMENT A305 – CONTRACTOR'S PAST PROJECT EXPERIENCE, CONTINUED
005000 OWNER-CONTRACTOR AGREEMENT – AIA DOCUMENT A132 – 2019
006110 PERFORMANCE BOND – AIA DOCUMENT A312 – 2010
006120 PAYMENT BOND – AIA DOCUMENT AIA 312 – 2010
007000 GENERAL CONDITIONS OF THE CONTRACT – AIA DOCUMENT A232 - 2019
007002 OWNER'S INSURANCE REQUIREMENTS
008700 WAGE RATE SCHEDULES
Attachment: Wage Rate Acceptance Page

DIVISION 01 - GENERAL REQUIREMENTS

011000 SUMMARY
Attachment: Project Milestone Schedule
011011 REGULATIONS OF THE COMMISSIONER OF EDUCATION - 8 NYCRR 155.5 - UNIFORM SAFETY STANDARDS FOR SCHOOL CONSTRUCTION AND MAINTENANCE PROJECTS

012200 UNIT PRICES
012500 SUBSTITUTION PROCEDURES
Attachment: Substitution Request Form
012600 CONTRACT MODIFICATION PROCEDURES
012900 PAYMENT PROCEDURES
Attachment: Partial Waiver of Liens Form
Attachment: Payroll Certification Form
013100 PROJECT MANAGEMENT AND COORDINATION
Attachment: Request for Information (RFI) Form
013200 CONSTRUCTION PROGRESS DOCUMENTATION
013300 SUBMITTAL PROCEDURES
Attachment: Submittal Cover Sheet
Attachment: Contractor Request for Electronic Drawing Files
014000 QUALITY REQUIREMENTS
014100 SPECIAL INSPECTIONS AND TESTS
Attachment: Special Inspection Non-Conformance Report Form
Attachment: SED Statement of Special Inspections and Tests
014200 REFERENCES
015000 TEMPORARY FACILITIES AND CONTROLS
015719 ENVIRONMENTAL PROTECTION DURING CONSTRUCTION
016000 PRODUCT REQUIREMENTS
017300 EXECUTION
017329 CUTTING AND PATCHING
017419 CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL
017700 CLOSEOUT PROCEDURES
Attachment: Certification of Drawing and Specification Compliance
017823 OPERATION AND MAINTENANCE DATA
017839 PROJECT RECORD DOCUMENTS
017900 DEMONSTRATION AND TRAINING

DIVISION 02 - EXISTING CONDITIONS

024119 SELECTIVE STRUCTURE DEMOLITION AND REMOVALS

DIVISION 03 – CONCRETE – not used

DIVISION 04 – MASONRY

040100 MASONRY MAINTENANCE
049100 MASONRY CLEANING
049110 MASONRY REPOINTING
049120 MASONRY RESTORATION

DIVISION 05 – METALS – not used

DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES

061000 ROOF CARPENTRY

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

075323 EPDM ROOFING
075419 PVC ROOFING
076100 METAL ROOFING
076200 SHEET METAL FLASHINGS & SPECIALTIES
077200 ROOF ACCESSORIES
079200 JOINT SEALANTS

DIVISION 08 - OPENINGS

089000 LOUVERS AND VENTS

DIVISION 09 – 22 – not used

DIVISION 23 - HVAC

230100 GENERAL CONDITIONS
230110 SCOPE OF WORK
230170 CHILLERS
230200 HYDRONIC SPECIALTIES
230410 PIPING, FITTINGS, VALVES, NOTES (CHILLED WATER)
230420 SUPPORTS, SLEEVES AND PLATES
230430 INSULATION AND COVERINGS
230460 AUTOMATIC TEMPERATURE CONTROLS
230470 TESTING, START-UP AND ADJUSTMENTS
230480 GENERAL LABELING, VALVE CHARTS AND PIPING IDENTIFICATION
230485 HVAC SYSTEMS COMMISSIONING
230490 GUARANTEE

DIVISION 24 – 25 – not used

DIVISION 26 - ELECTRICAL

260100 GENERAL CONDITIONS
260125 SCOPE OF WORK
260150 APPROVED MANUFACTURERS
260200 CONDUIT
260300 WIRE AND CABLE
260320 OVERCURRENT PROTECTIVE DEVICES
260350 BOXES
260400 WIRING DEVICES
260450 CABINETS AND ENCLOSURES
260500 SUPPORTING DEVICES
260550 GENERAL LABELING AND IDENTIFICATION
260600 DISCONNECT SWITCHES
260650 GROUNDING
260900 GUARANTEE

DIVISION 27 – 49 – not used

END OF TABLE OF CONTENTS

ADVERTISEMENT FOR BIDS

The *Croton-Harmon Union Free School District* will receive individual sealed proposals at the District Office, 10 Gerstein Street, Croton-on-Hudson, NY 10520, for the project identified below. All proposals that have been received in accordance with the terms hereof will be opened and read aloud at the time and place of the Bid Opening.

DISTRICT-WIDE ROOFING

CROTON-HARMON UNION FREE SCHOOL DISTRICT
10 Gerstein Street
Croton-on-Hudson, NY 10520

SED No. 66-02-02-03-0-001-032	Croton-Harmon High School
SED No. 66-02-02-03-0-002-029	Pierre Van Cortlandt Middle School
SED No. 66-02-02-03-0-003-033	Carrie E. Tompkins Elementary School
SED No. 66-02-02-03-1-010-007	District Office
SED No. 66-02-02-03-5-004-008	Croton-Harmon Bus Garage

Documents Available to Bidders:	**April 20, 2023, 2:00 PM**
Pre-Bid Site Meeting:	**April 27, 2023, 3:00 PM**
Bid Opening:	**May 9, 2023, 11:00 AM**
Contracts Available:	**General Construction (Roofing)** **Mechanical Construction**

Complete sets of Bidding Documents, which include Drawings, Specifications and Addenda, may be obtained from REVplans, 28 Church Street, Unit 7, Warwick, NY, 10990, 877-272-0216. Complete digital sets of Bidding Documents may be obtained online as a download at the following website: revplans.biddyhq.com. Follow instructions to create an account or login if already registered. Select the “Projects” tab at the top of the screen and use the search function if needed to view this project. All bidders are urged to register to ensure receipt of all necessary information, including Bid Addenda.

Complete hard copy sets of Bidding Documents may be obtained from REVplans upon depositing the sum of $100 per set. Deposit checks or money orders shall be made payable to *Croton-Harmon Union Free School District*. Plan deposits are refundable to all bidders submitting bids in accordance with NYS law and the terms in the Instructions to Bidders section of the Specifications. Any plan holder requiring document shipping shall make such arrangements with REVplans and be responsible for paying all packaging and shipping costs.

Please note REVplans (revplans.biddyhq.com) is the designated location and means for distributing all bid package information. REVplans takes no responsibility for the accuracy or completeness of Bidding Documents obtained from other sources. Obtaining Bidding Documents through REVplans enables a prospective bidder to be identified as a registered plan holder. All Bid Addenda issued after initial document download will be transmitted to registered plan holders via email and will be available at revplans.biddyhq.com. Plan holders who have paid for hard copies of the Bidding Documents may coordinate directly with REVplans if hard copies of Bid Addenda are needed. There is no charge for registered plan holders to obtain hard copies of the Bid Addenda.

Each bid proposal must be accompanied by a certified check payable to *Croton-Harmon Union Free School District* or by a Bid Bond for a sum equal to five percent (5%) of the bid, as set forth in the Instructions to Bidders. All bid security, except those of the three low bidders for each prime contract will be returned within four days after proposals are submitted. The bid security provided by the three low bidders for each prime contract will be returned after execution of the Contract(s).

There will be a pre-bid site meeting on **April 27, 2023, at 3:00 PM**, commencing at the main entrance of the **Carrie E. Tompkins Elementary School**, 8 Gerstein Street, Croton-on-Hudson, NY 10520. **Bidders are urged to attend the pre-bid site meeting. Knowledge of the field conditions is crucial to understanding the Work.**

Attention is called to the Owner's sales tax exemption, the requirements as to conditions of employment to be observed, and the minimum wage rates to be paid under the contract. In addition, the Bidding Documents for this project contain detailed requirements for the qualification of Bidders. These include insurance requirements, financial statements, bank references, lists of lawsuits, arbitrations, or other proceedings in which the Bidder has been named as a party, and a description of other projects of similar size and scope completed by Bidder.

All Requests for Information must be sent in writing to the Architect via email (sdavis@kgdarchitects.com) no later than 5 days prior to bid opening.

The Owner may require the successful bidder to provide separate Performance and Labor & Materials Payment Bonds in the amount of the contract price and in the form specified in the Bid Documents.

To the fullest extent allowed by law, the Owner reserves the right to reject bids that contain omissions, exceptions, or modifications, or in their sole discretion to waive such irregularities, or to reject any or all bids or to accept any bid which is in the best interest of the Owner.

Proposals shall be submitted in a sealed, opaque envelope distinctly marked on the outside as follows:

Croton-Harmon UFSD
Project Name
Bid Opening Date and Time
Contract Number & Construction Type
Name of Bidder
Marked "SEALED BID"

The Owner will not open or consider any proposal delivered after the bid opening date and time. Bidders are solely responsible for the arrival of each bid proposal at the place of bid opening by the appointed time, regardless of the means of delivery.

END OF ADVERTISEMENT

INSTRUCTIONS TO BIDDERS

To be considered, Bids must be made in accordance with these Instructions to Bidders.

1. PROJECT DESCRIPTION

The Project consists of performing District-Wide Roofing Project at three schools, administrative office building and the bus garage for the Croton-Harmon Union Free School District as shown on the Contract Drawings and described in the Specifications.

1. The scope of the Work of this project is repair and replacement of existing roofing and related roof-top work at the three schools, administrative office building and the bus garage.
2. The Work will be performed at the following locations:
   a. Croton-Harmon High School located at 36 Old Post Rd S, Croton-On-Hudson, NY 10520.
   b. Pierre Van Cortlandt Middle School located at 3 Glen Pl, Croton-On-Hudson, NY 10520.
   c. Carrie E. Tompkins Elementary School located at 8 Gerstein St, Croton-On-Hudson, NY 10520.
   d. Croton-Harmon New Business Office located at 10 Gerstein St, Croton-On-Hudson, NY 10520.
   e. Croton-Harmon Bus Garage located at 427 Yorktown Rd, Croton-On-Hudson, NY 10520.

2. TYPE OF CONTRACTS

The Work of this Project will be let in four (4) Prime Contracts as follows:

1. Contract No. 1 - General Construction Work at the New Business Office, Bus Garage and Carrie E. Tompkins Elementary School consisting of roof removal and replacement work and related work.
2. Contract No. 2 - General Construction Work at the High School consisting of roof removal and replacement work and related work.
3. Contract No. 3 - General Construction Work at the Pierre Van Cortlandt Middle School consisting of roof removal and replacement work, new steel dunnage for roof top mechanical equipment, and related work.
4. Contract No. 4 - HVAC Work at the Pierre Van Cortlandt Middle School consisting of new rooftop mechanical equipment and related work.

Responsibilities assigned to each separate Prime Contractor and the scope of the Work included in each contract is clearly identified in the Specifications

3. TIME SCHEDULE

It is the intent of the Owner to award the Contracts for the Work on or about two (2) weeks after receipt of bids. Immediately upon receipt of Notice of Award of Contract from Owner, Contractors shall begin preparing required bonds, insurance certificates and other required submittals. Work may be performed at the site only upon receipt of written authorization (Notice to Proceed) from Owner and after the approval of the required submissions.

The anticipated Notice to Proceed/start of construction date is as indicated in the Project Milestone Schedule included at the end of Section 011000 “Summary.”

The Work shall be Substantially Complete on or before the date(s) indicated in the Project Milestone Schedule included at the end of Section 011000 “Summary.” It is extremely important that the Owner assume its full use of the buildings and sites on the completion date(s) specified.

4. QUALIFICATIONS OF BIDDERS

The Owner may make such investigation as it deems necessary to determine the responsibility of any bidder or to determine the ability of any bidder to perform the Work. The Owner reserves the right to disqualify any prospective bidder or to reject any bid.

5. DOCUMENTS

Bidders may obtain the Bid Documents after 2:00 PM on Thursday, April 20, 2023, from REVplans, 28 Church Street, Unit 7, Warwick, NY 10990; 877-272-0216. Complete digital sets of Bidding Documents may be obtained online as a download at the following website: (revplans.biddyhq.com). Follow instructions to create an account or login if already registered. Select the "Projects" tab at the top of the screen and use the search function if needed to view this project. All bidders are urged to register to ensure receipt of all necessary information, including bid addenda.

Complete hard copy sets of Bidding Documents, drawings and specifications, may be obtained upon depositing the sum of $100.00 for each combined set of documents. Checks or money orders shall be made payable to Croton-Harmon Union Free School District. The deposit of $100.00 per set for the first set is refundable as per NYS General Municipal Law Article 5A Section 102. Deposit, for initial sets, will be refunded to all qualifed bidders returning plans and specifications in good condition within 30 days following the award of the Contract or rejection of that bidder's Bid.

Additional copies of the documents will be available from the designated printer and at the non-refundable cost of reproduction.

Any bidder requiring documents to be shipped shall make arrangements with the printer and pay for all packaging and shipping costs.

Please note REVplans (revplans.biddyhq.com) is the designated location and means for distributing and obtaining all bid package information. REVplans takes no responsibility for the accuracy or completeness of Bidding Documents obtained from other sources. Obtaining Bidding Documents through REVplans enables a prospective bidder to be identified as a registered plan holder. All Bid Addenda issued after initial document download will be transmitted to registered plan holders via email and will be available at revplans.biddyhq.com. Plan holders who have paid for hard copies of the Bidding Documents may coordinate directly with REVplans if hard copies of Bid Addenda are needed. There is no charge for registered plan holders to obtain hard copies of the Bid Addenda.

6. EXAMINATION

Bidders shall carefully examine the Bid Documents and the existing site to obtain first-hand knowledge of existing conditions and to verify conditions under which work will 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 construction set forth in his bid. Submission of a Bid will be considered conclusive evidence that a bidder has visited the site and is conversant with local facilities and difficulties, the requirements of the Contract Documents, applicable laws and codes, the state of labor and material markets, and has made due allowance in his bid for all contingencies that may arise, whether or not stated.

7. QUESTIONS

Should a bidder find discrepancies in, or omissions from the drawings or any Contract Documents, or should he be in doubt, as to their meaning, or should he find provisions of any law or applicable code conflicting with provisions of the Contract Documents, he shall at once notify the Architect in writing, who will endeavor to issue the necessary clarifications or revisions to prospective bidders by means of an Addendum. Such Addendum, as part of the Contract Documents, shall be binding on all bidders. It shall be the duty of each bidder to make certain that he has received or provided himself with copies of all Addenda. Bids will be conclusively presumed to be based upon all Addenda issued up to the time of the opening of Bids, regardless of whether or not a copy of each Addendum is actually in the possession of the bidder

Prospective bidders may request clarifications of the Bid Documents from the Architect by contacting Sarah Davis at KG + D Architects, PC, via e-mail to sdavis@kgdarchitects.com All questions must be submitted in writing, no phone calls will be accepted. All correspondence must be addressed to subject line “CHUFSD District-Wide Roofing Project".

Inquiries received over the phone will not be answered. All information will be relayed to bidders by written addenda. Neither the Owner nor the Architect will be responsible for any

oral instruction or clarification to any persons whatsoever. Questions received less than five (5) calendar days prior to the bid opening date cannot be answered.

If a bidder, prior to submitting a Bid, fails to give notification to the Architect of the existence of any such discrepancies, omissions, ambiguities, errors, or conflicts, he shall comply with the interpretations or directions given by the Architect in resolving same, without claiming extra costs

8. INTERPRETATION OF BID DOCUMENTS

If, in the interpretation of Bid Documents, requirements within the Drawings and Specifications conflict, or it appears that the Drawings and Specifications are not in agreement, the Contractor shall base his bid on (1) the greater quantity, where there is a discrepancy in quantity; and (2) the superior quality, where there is a discrepancy in quality.

9. PRE-BID MEETING

A pre-bid meeting will be held on Thursday, April 27, 2023 at 3:00 PM at the main entrance to the Carrie E. Tompkins Elementary School located at 8 Gerstein Street, Croton-on-Hudson, NY 10520 Attendance at the prebid meeting is not mandatory for submitting a bid but is strongly encouraged.

10. PREPARATION OF BIDS

Each Bid must be completed in duplicate on the applicable Bid Form(s) provided herein. All blank spaces must be filled in with ink in both words and figures. Erasures or other changes in a proposal must be explained or noted over the signature of the bidder. The Bid shall be signed by person or persons legally authorized to bind Bidder to Contract.

The following shall be considered part of the bid and are required to be submitted with each Bid Form:

- Certificate of Compliance with the Iran Divestment Act
- Non-Collusion Affidavit
- Bid Security
- Statement of Bidder’s Qualifications (AIA A305) including Exhibits A, B, C, D and E
- CHUFSD Sexual Harassment Policy Certification

All blank spaces on all attachments to the Bid Form must be filled in with ink in both words and figures.

Any Bid submitted contrary to requirements above or specified, or containing omissions, conditions, or irregularities of any kind may be rejected by the Owner.

11. CERTIFICATE OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

In accordance with the requirements of General Municipal Law §103-g, the bidder is required to include with its bid either (1) the "Certification of Compliance with the Iran Divestment Act" or, in the case where the bidder is unable to make such certification, (2) the form titled "Declaration of Bidder's Inability to Provide Certification of Compliance with the Iran Divestment Act". This form is included in the Bid Documents.

12. BID SECURITY

Each bid must be accompanied by a Bid Security made payable to Croton-Harmon Union Free School District in the amount of five percent (5%) of the Bid Sum (the sum of the Base Bid plus all Add Alternates). The Bid Security shall be either a certified bank check or a Bid Bond issued by a surety company licensed to conduct business in the State of New York on the form included herein (AIA Document A310). The Bid Bond must be issued by a surety which meets the requirements set forth in Article 11 of the General Conditions. The successful bidder’s security will be retained until he has signed the Agreement and furnished required Performance and Payment Bonds. The Owner reserves the right to retain the security of the three lowest bidders for each contract until the successful bidder enters into the contract, or until 45 days after the bid opening, whichever is longer. All other bid security will be returned within 4 days after the bid opening. Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

13. CONTRACTOR'S QUALIFICATION STATEMENT

Submit a properly executed Contractor's Qualification Statement on the form included herein (AIA Document A305 with Exhibits A, B, C, D and E) with the Contractor’s bid. The Contractor's Qualification Statement must be signed and notarized. All items must be answered and the data given must be clear and comprehensive. Failure to answer these questions in a complete and satisfactory manner may result in the rejection of the bid. Failure to submit a properly executed Contractor's Qualification Statement with the Bid may result in the rejection of the bid. Additional information may be submitted by bidder, if desired.

If, after evaluating the Contractor's Qualification Statement, the Owner has any doubt that a Bidder has the proper qualifications, it may require from that Bidder within 3 working days and prior to a Contract award, further written evidence of financial data, previous experience, personnel resumes, or other information. If after evaluating supplied data and investigating the evidence, the Owner has any reasonable doubt that a Bidder has the experience, available personnel, reliability, or availability of financial resources to complete the project in a timely manner and in full compliance with the requirements of the Contract, the Owner may reject the Bid and award to the next lowest qualified Bidder

14. CHUFSD SEXUAL HARASSMENT POLICY CERTIFICATION

The Owner requires that the CHUFSD Sexual Harassment Policy Certification form be completely filled out and returned with the Contractor's bid. This form is included herein. Failure to answer these questions in a complete and satisfactory manner may result in the rejection of the bid. Failure to submit a properly executed CHUFSD Sexual Harassment Policy Certification form with the Bid may result in the rejection of the bid.

15. PERFORMANCE AND LABOR AND MATERIAL BOND

The successful bidder shall provide a Performance Bond and Payment Bond made payable to Croton-Harmon Union Free School District, each in an amount at least equal to one hundred percent (100%) of the Contract Price as security for the faithful performance of his Contract and for payment of all persons performing labor and furnishing materials in connection with the project. The value of each bond shall be adjusted during the Project construction period to reflect changes in the Contract Sum. All Bonds must meet or exceed the requirements set forth in Article 11 of the General Conditions. Provide such bonds simultaneously with the execution of the Contract. Bonding company and bond must be approved by the Owner. Only surities licensed to do business in the State of New York may be used.

16. SUBMITTAL

Submit each Bid in an opaque, sealed envelope. Identify the envelope with: (1) project name, (2) name of bidder, (3) Contract name (e.g. Contract No. 1 - Site Work) and (4) proposal opening date. Submit Bids in accordance with Advertisement for Bids and with these Instructions to Bidders. If forwarded by mail, the Bid must be enclosed in another envelope and forwarded to the Owner by certified mail or tracked delivery at the address indicated in the Advertisement for Bids. The bidder assumes the risk of any delay in the mail or in handling of the bid by the Owner. The bidder assumes full responsibility for having his bid deposited on time and to the location and person indicated in the Advertisement for Bids, regardless of the method of delivery.

17. MODIFICATION AND WITHDRAWAL

No oral, facsimile, or telephonic proposals or modifications of Bids will be considered. Bids may be modified at any time prior to bid opening by submitting to the Owner a written modification, enclosed in a sealed opaque envelope, signed by the bidder, or an officer thereof if the bidder is a corporation, clearly setting forth in what respects the Bid is to be modified. Bids may be withdrawn on written or telegraphic request received from bidders prior to the time fixed for bid opening. Except as otherwise provided by law, negligence on the part of the bidder in preparing his Bid confers no right for the withdrawal of the Bid after it has been opened. No bidder may withdraw his Bid for forty-five (45) days after the opening thereof, except as otherwise provided by law.

18. REJECTION OF BIDS

The Owner reserves the right to reject any and all Bids. The Owner reserves the right to reject any Bid for reasons including, but not limited to, the following:

a. The bidder fails to furnish any portion of the information required pursuant to the Instructions to Bidders.
b. The bidder mis-states or conceals any material fact.
c. The Bid does not strictly conform to law or to requirements of the Contract Documents.
d. The Bid is conditional.
e. The Bid is incomplete (by reason of, for example, failure to fill in an alternate price or failure to submit required documentation described herein).
f. The Bidder is deemed unqualified to undertake the work.

The Owner reserves the right, however, to waive any informalities in the Bids received when such waiver is deemed to be in its interest.

19. OPENING AND AWARD

Bids will be opened as stated in the Advertisement for Bids. The Owner will award the Contract, if at all, on or about two weeks after receipt of bids.

The Owner reserves the right to accept Alternates in any order or combination and to determine the low bidder on the basis of the sum of the Base Bid and Alternates accepted.

20. EXECUTION OF CONTRACT

After the Owner has ascertained the successful bidder, it shall send a Notice of Award of Contract to bidder to whom a Contract has been awarded.

The Contract used for this project shall be Standard Form of Agreement Between Owner and Contractor, Construction Manager as Advisor Edition - AIA Document A132, 2019 Edition published by the American Institute of Architects as modified herein.

In case of failure or refusal of an accepted Bidder to enter into a Contract within ten (10) days after the issue date of the Notice of Award, or to provide the Performance and Payment Bonds simultaneously with the execution of such Contract, the bidder will be considered as having abandoned the Contract. In such event, the bidder shall be liable for and agrees to pay to the Owner, on demand, damages for such failure or refusal. Such damages shall be the difference between the price bid by him and the price for which such contract shall subsequently be relet, plus the cost of such reletting, plus any other consequential expenses and damages.

The amount of such bidder's Bid Security shall be retained by the Owner and shall be applied toward payment of such damages. If any amount remains in excess of such damages, such remaining amount shall be returned to the bidder.

21. SUBCONTRACTORS

All Subcontractors must be acceptable to the Architect and/or Owner. The Bidder shall submit the names of the Subcontractors proposed for use on the Project and all other information concerning his Subcontractors as requested by the Architect and/or Owner within the time frame stipulated. If the Architect and/or Owner disapproves any proposed Subcontractor the contractor shall submit the name of an alternate Subcontractor to whom the Architect and/or Owner has no objection in the same manner as the original submittal.

The Owner reserves the right to reject any bid if the names of the proposed Subcontractors are not submitted as required.

22. SALES AND COMPENSATING USE TAXES

The Owner is exempt from paying sales and compensating use taxes of the State of New York and of cities, counties, and other subdivisions of the State on all materials sold to it pursuant to the provisions of this Contract. These taxes are not to be included in bids. This exemption shall apply to supplies and materials which are incorporated in such project. This exemption does not, however, apply to equipment rentals, small tools, and supplies for equipment such as supplies of gasoline used in operating trucks. The term "materials" as used in this article shall include supplies incorporated in this project. A Tax Exemption Certificate will be furnished to the Contractor by the Owner upon request.

23. LAWS AND REGULATIONS

All applicable State Laws, municipal ordinances, and the rules, regulations and ordinances of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

24. AFFIRMATIVE ACTION PROVISION

During the performance of this Contract, each Contractor agrees that he will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age or disability. 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. Each Contractor agrees to include, or require the inclusion of the above provision in any subcontract made pursuant to its contract with the Owner.

25. EQUIVALENCY CLAUSE

Whenever a material, article, device, piece of equipment or type of construction is identified on the Drawings or in the Specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers, or similar specific information, it is so identified for the purpose of establishing a standard of quality, and such identification shall not be construed as limiting competition. Any material, article, device, piece of equipment or type of construction of other manufacturers or vendors that will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, device, piece of equipment or type of construction so proposed is completely described in submittals to the Architect and is, in the opinion of the Architect, of equal substance, appearance, and function. If the contractor desires to use any kind, type, brand, or manufacturer or material other than those named in the specifications, they shall indicate in writing, when requested, and prior to award of contract, what kind, type, brand, or manufacturer is included in the base bid for the specified item, following procedures specified in Section 016000. Refer to Division 01 General Requirements (Section 016000) and General Conditions of the Contract for Construction.

26. PAYMENT/ACCOUNTING AND EMPLOYMENT REQUIREMENTS

Contractor shall comply with the latest NYSDOL requirements, including all posting requirements, minimum wage requirements and all other requirements.

Prevailing Wage Rates: The New York State Department of Labor PRC number assigned to this project is PRC# 2023002973. Current Wage Rate Schedules can be found here:

To access the PDF file of your schedule, click on the following link or copy and paste into your browser, type in the PRC number, and click in the Wage Schedule button.

https://apps.labor.ny.gov/wpp/doFindProject.do

NYSDOL Requirements for OSHA 10 Compliance: The Contractor shall certify that every worker employed for this project has completed an OSHA 10 safety training course prior to performing any work on the project. Valid proof of completion of the OSHA 10 training course includes copies of bona fide course completion card and training roster, attendance record, or other documentation from the certified trainer. Simply attesting that all employees have completed the course is not sufficient proof of completion.

27. POST BID PROCEDURES

A. The responsibility of bidders and of their proposed subcontractors will be considered in making the award. The Owner through the Architect may make such investigation as the Owner deems necessary to determine the responsibility of any bidder or to determine the ability of any bidder to perform the Work.

B. Bidders shall furnish all information and data required by the Owner, including financial data, within the time and in the form and manner required by the Owner. Upon notification from the Architect, the three apparent low bidders for each contract shall furnish within three (3) working days after the bid opening four (4) copies of the following information in writing:
   1. The names, addresses and phone numbers of the subcontractors and suppliers that the bidder proposes to use on the project
   2. A bar chart schedule showing the bidders' proposed plan and schedule to complete the bidder's work in accordance with the milestones outlined in the Contract Documents. The schedule shall incorporate all critical path items and any time sensitive material order and delivery dates.
   5. A proposed schedule of values for the bidder's work;
   7. A proposed list of submittals and a proposed schedule for making them, all keyed to the bar chart.
   8. A list of proposed substitutions.

C. After receipt of the above information, the Architect will designate a time and place for a meeting between the Owner, the Architect and the apparent low bidder. The apparent low bidder's principal, project manager and site superintendent will attend that meeting, at which time the parties will discuss the bidder's responsiveness, responsibility and qualifications.

D. The Owner reserves the right to disapprove the use of any proposed Subcontractor and in such event the bidder shall submit the name of another Subcontractor in a similar manner within the time specified by the Architect.

E. To the fullest extent allowed by law, the Owner reserves the right to reject any bid if the evidence required by the Owner is not submitted or fails to satisfy the Owner that the bidder is responsible, able and qualified to carry out the obligations of the Contract or to complete the Work as contemplated. The Owner will consider the information received under paragraphs A through D above in determining whether or not to accept a proposal.

F. Acceptance of a proposal will be a notice in writing signed by a duly authorized representative of the Owner.

G. Any bidder whose proposal is accepted will be required to sign the Contract within ten (10) days after receiving notice of acceptance.

H. In the event that the Owner should reject the proposal of a bidder as provided above or otherwise, at the Owner's option, the Owner may elect to meet with the next lowest bidder and to consider the information as provided in paragraphs A through D above. In the event that the proposal of the next lowest bidder is rejected as provided above or otherwise, at the Owner's option, the Owner may elect to meet with the third lowest bidder and repeat the above process. At all times the Owner retains the right to reject all bids.

END OF INSTRUCTIONS TO BIDDERS

INFORMATION AVAILABLE TO BIDDERS

1.1 GENERAL

A. Hazardous Material Information: Data in hazardous material investigation reports included herein are provided to the Contractor for information only. Conditions are not intended as representations or warranties of accuracy or continuity between sampling locations. The Owner will not be responsible for interpretations or conclusions drawn from this data by Contractor.

QuES&T
Quality Environmental Solutions & Technologies, Inc.

PRE-RENOVATION SURVEY REPORT
FOR
ASBESTOS-CONTAINING MATERIALS (ACM)

Prepared for:

CROTON-HARMON UFSD
10 GERSTEIN STREET
CROTON-ON-HUDSON, NY 10520

at:

CROTON-HARMON HIGH SCHOOL
36 OLD POST ROAD SOUTH
CROTON-ON-HUDSON, NY 10520

February 28, 2023

QuES&T Project #23-5131

QuES&T

Quality Environmental Solutions & Technologies, Inc.

CROTON-HARMON UFSD
10 Gerstein
Croton-on-Hudson, NY 10520

ATTN: Paul Gibbons
Via E-mail: paul.gibbons@chufsd.org

Re: Croton-Harmon High School
Pre-Renovation Asbestos Roof Inspection
QuES&T Project #23-5131

Dear Mr. Gibbons,

Attached is the Pre-Renovation Inspection Report for Asbestos-containing Materials (ACM) identified throughout interior areas included within the above-referenced location(s) by **Qu**ality **E**nvironmental **S**olutions **& T**echnologies, Inc. **(QuES&T)**. The inspection included visual assessment and representative sampling for the detection of ACM in compliance with the requirements of Title 12 NYCRR Part 56-5.1.

The attached report summarizes the inspection protocol and inspection results for your review. **QuES&T** believes this report accurately reflects the material condition existing in the functional spaces at the time of our inspection.

Should you wish to discuss this matter further or require additional information concerning this submittal, please contact us at (845) 298-6031. **QuES&T** appreciates the opportunity to assist Croton-Harmon UFSD in the environmental services area.

Sincerely,



Shannon D. Talsma
Field & Technical Services
NYS/AHERA Inspector/Project Monitor
Cert. #AH 16-07559
Niton-Certified XRF Technician
stalsma@qualityenv.com

Cc: QuES&T File
Cc: lgoldstein@qualityenv.com

TABLE OF CONTENTS

I.	**Introduction**	**Page 1**
II.	**Inspection Summary**	**Page 2**
III.	**Identified Asbestos-containing Materials (ACM)**	**Page 2**
IV.	**General Discussion**	**Page 3**
V.	**Abatement Required**	**Page 3 - 4**
VI.	**Disclaimers**	**Page 4**

Appendix A	**ACM Location Drawings**
Appendix B	**Results**
Appendix C	**Personnel Licenses & Certifications**

I. INTRODUCTION:

Quality **E**nvironmental **S**olutions **& T**echnologies, Inc. **(QuES&T)** performed a Pre-Renovation Asbestos Survey, in conformance with Title 12 NYCRR Part 56-5.1, on January 31st, 2023 for Croton-Harmon UFSD in support of the planned renovation of Croton-Harmon High School, located at 36 Old Post Road South, Croton-On-Hudson, NY 10520. The survey included a visual inspection / assessment for Presumed Asbestos-containing Materials (PACM) and suspect miscellaneous Asbestos-containing Materials (ACM) throughout accessible exterior locations to be affected by future renovation activities.

QuES&T established functional spaces based either on physical barriers (i.e., walls, doors, etc.) or homogeneity of material. Within each functional space identified, a visual inspection was performed using reasonable care and judgment, to identify and assess location, quantity, friability, and condition of all accessible installed ACM building materials observed at the affected portion of the building/structure.

Limited localized demolition of building surfaces was performed, as part of this survey, to access concealed surfaces. No disassembly of installed equipment was conducted as part of this inspection. ACM concealed within structural components and equipment interiors or that is accessible only through extensive mechanical or structural demolition may not have been identified as part of this survey. When any construction activity, such as demolition, remodeling, renovation, or repair work, reveals PACM or suspect miscellaneous ACM that has not been identified, as part of this survey, all construction activities shall cease in the affected area.

The survey included both visual inspection of accessible spaces and representative sampling of suspect building materials for ACM. Samples collected were analyzed by a laboratory approved under the New York State Department of Health Environmental Laboratory Approval Program (NYSDOH ELAP). Samples were analyzed in the laboratory by Polarized Light Microscopy (PLM), Polarized Light Microscopy-NOB (PLM-NOB) and/or Quantitative Transmission Electron Microscopy (QTEM), as required. Sample collection and laboratory analysis were conducted in compliance with the requirements of Title 12 NYCRR Part 56-5.1, 29 CFR 1926.1101 and standard EPA & OSHA accepted methods. Samples consisting of multiple layers were separated and analyzed independently in the laboratory.

Certified **QuES&T** personnel (Appendix D), Mr. Shannon D. Talsma (AH 16-07559) performed visual assessments throughout interior and exterior construction areas. A total of forty-nine **(49)** samples/layers of installed and accessible suspect building materials were analyzed by a laboratory approved under the NYSDOH ELAP. Seventeen **(17)** samples/layers were analyzed using Polarized Light Microscopy (PLM) for friable materials; twenty **(20)** samples/layers were analyzed using Polarized Light Microscopy (PLM-NOB) for non-friable organically bound materials; and twelve **(12)** samples/layers were analyzed by Confirmatory-QTEM following negative-determinations using PLM-NOB protocols.

II. INSPECTION SUMMARY:

A visual inspection was performed, and homogenous material types were established based on appearance, color, and texture. The findings presented in this report are based upon reasonably available information and observed site conditions at the time the assessment was performed. The findings and conclusions of this report are not meant to be indicative of future conditions at the site and does not warrant against conditions that were not evident from visual observations or historical information obtained from others.

Representative bulk sampling was performed on suspect building materials for laboratory analysis using PLM, PLM-NOB, and/or QTEM. The following is a summary of installed building materials sampled:

- Wall Materials – Stucco, Brick, Mortar.
- Roofing Materials – Rolled Roofing, Tar, Tar Paper Vapor Barrier, Fiberboard, Isofoam, Gypsum, Perlite.
- Miscellaneous Materials – Caulk.

III. IDENTIFIED ASBESTOS-CONTAINING MATERIALS (ACM):

IDENTIFIED ACM
CROTON-HARMON HIGH SCHOOL
36 OLD POST ROAD SOUTH
CROTON-ON-HUDSON, NY 10520
(Refer to Appendix A for details)

KEY: **ACM** = Materials containing greater than 1% of asbestos;
LF = Linear Feet; **SF** = Square Feet; **PACM** = Presumed Asbestos-containing Materials;
Friable = ACM capable of being released into air, and which can be crumbled, pulverized, powdered, crushed, or exposed by hand-pressure.

Location	Material	Approximate Quantity	Friable?	Condition
ROOF				
***** No Asbestos-Containing Materials (ACM) Detected Within Scope of Work *****				

IV. GENERAL DISCUSSION:

All construction personnel as well as individuals who have access to locations where asbestos containing materials (ACM) exists should be informed of its presence and the proper work practices in these areas. Conspicuous labeling of all ACM is suggested to ensure personnel are adequately informed. Personnel should be informed not to rest, lean, or store material or equipment on or near these surfaces and not to cut, saw, drill, sand or disturb ACM. All removal, disturbance, and repair of ACM should be performed in compliance with Title 12 NYCRR Part 56 by persons properly trained to handle ACM. Facility custodial and maintenance personnel should receive training commensurate with their work activities; as defined in 29 CFR 1910.1001.

The findings presented in this report are based upon reasonably available information and observed site conditions at the time the assessment was performed. Conditions may have changed since that time and the findings and conclusions of this report are not meant to be indicative of future conditions at the Site. This report does not warrant against conditions that were not evident from visual observations or historical information obtained, or conditions that could only be determined by physical sampling or other intrusive investigation techniques that are outside the proposed scope of work.

V. ABATEMENT REQUIRED:

As specified in Title 12 NYCRR Part 56-5.1 (h) and (i), "If the building/structure asbestos survey finds that the portion of the building/structure to be demolished, renovated, remodeled, or have repair work contains ACM, PACM, suspect miscellaneous ACM assumed to be ACM, or asbestos material, which is impacted by the work, the owner or the owner's agent shall conduct, or cause to have conducted, asbestos removal performed by a licensed asbestos abatement contractor in conformance with all standards set forth in this Part. All ACM, PACM, suspect miscellaneous ACM assumed to be ACM, or asbestos material impacted by the demolition, renovation, remodeling, or repair project shall be removed as per this Part, prior to access or disturbance by other uncertified trades or personnel. No demolition, renovation, remodeling or repair work shall be commenced by any owner or the owner's agent prior to the completion of the asbestos abatement in accordance with the notification requirements of this Part…All building/structure owners and asbestos abatement contractors on a demolition, renovation, remodeling, or repair project, which includes work covered by this part, shall inform all trades on the work site about PACM, ACM, asbestos material and suspect miscellaneous ACM…Bids may be advertised and contracts awarded for demolition, remodeling, renovation, or repair work, but no work on the current intermediate portion of the project shall commence on the demolition, renovation, remodeling or repair work by any owner or agent prior to completion of all necessary asbestos abatement work for the current intermediate portion of the entire project, in conformance with all standards set forth in this Part."

Prior to conducting demolition or construction work at the building, all ACM affected/impacted by such activities shall be removed utilizing a licensed asbestos abatement contractor and NYSDOL/EPA/NYC certified personnel prior to construction/demolition activities. All work conducted should be in accordance with all legal requirements, including but not limited to U.S. Environmental Protection Agency (EPA) National Emissions Standards for Hazardous Air Pollutants (NESHAP) [40 CFR Part 61], New York State Industrial Code Rule 56 Asbestos Regulations (ICR 56) and Chapter 1 of Title 15 of the Rules of the City of New York Regulations, as applicable. Advance notification of the asbestos project to the USEPA, NYSDOL, and NYCDEP may be required.

All suspect building materials not sampled during this survey should be considered ACM until these materials are sampled and analyzed for ACM in the laboratory. Concealed ACM: In addition to the ACMs identified at the site, there is a possibility that concealed ACM may exist at the subject facility. As such, if any concealed suspect ACM is encountered during future construction related activities, the work should immediately stop. Prior to resuming the work, the suspect ACM should either be 1) Sampled by an appropriately certified asbestos professional and submitted to an Approved NYSDOH ELAP laboratory for asbestos analysis or 2) Presumed to be ACM (PACM) and removed by a licensed asbestos abatement contractor for disposal in accordance with all applicable regulations.

VI. DISCLAIMERS

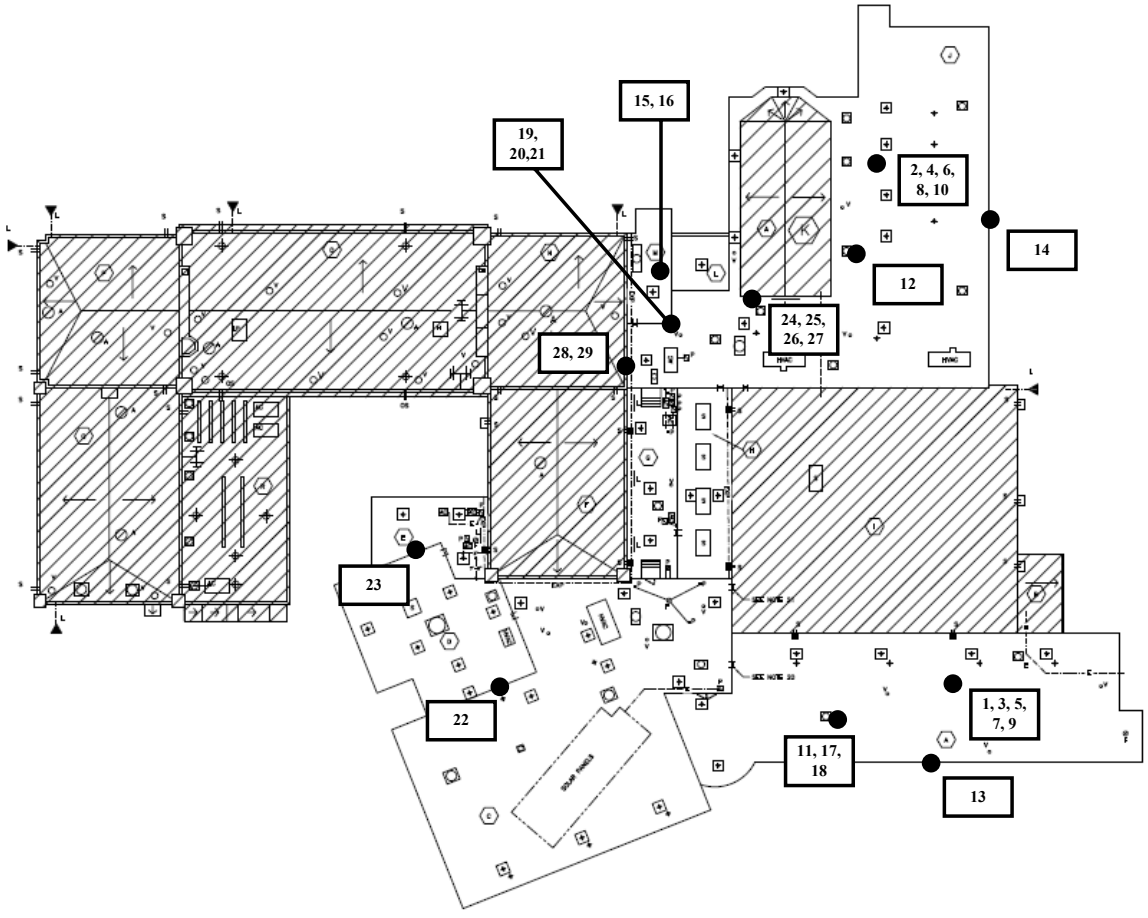
It should be noted that the information contained within this report is based solely upon site observations and the results of laboratory analysis for samples collected by **QuES&T.** These observations and results are time dependent, subject to changing site conditions and revisions to Federal, State and Local regulations. **QuES&T** warrants that these findings have been promulgated after being prepared in general accordance with generally accepted practices in the abatement industries. **QuES&T** also recognizes that inspection laboratory data is not usually sufficient to make all abatement and management decisions.

Due to the potential for concealed Asbestos-containing Materials (ACM) or other regulated materials, this report should not be construed to represent all ACM or regulated materials within the site(s). All quantities of ACM or other regulated materials identified, and all dimensions listed within this report are approximate and should be verified On-site.

This inspection report is not intended to be used as the sole basis for soliciting pricing for asbestos abatement. An abatement plan, specification, drawing and/or Variances should be developed to identify scope, timing, phasing, and remediation means & methods for any asbestos project. The Linear and/or Square Footages (LF / SF) listed within this Report are only approximates. Abatement Contractor(s) are required to visit the building(s) in order to take actual field measurements within each listed location.

Appendix A:

ACM LOCATION DRAWINGS



SAMPLE LOCATION KEY	
●	Sample Location (Non-ACM)
●	Sample Location (ACM)

N

Drawing Not to Scale
This Drawing is not intended to be used as the sole basis for soliciting pricing for asbestos abatement. An abatement plan, specification, drawing and/or variances should be developed to identify scope, timing, phasing and remediation means & methods for any asbestos project.

Date:	Version #
09FEB2023	1

Issued For:
Asbestos Survey

QuES&T Project #:
22-4565

Project Manager:	Prepared By:
LG	SDT

QuES&T

Quality Environmental
Solutions & Technologies, Inc.
1376 Route 9
Wappingers Falls, NY 12590
Phone: (845) 298- 6031
Fax: (845) 298-6251

CLIENT

PUTNAM NORTHERN WESTCHESTER BOCES @ CROTON UFSD
200 BOCES Drive
Yorktown, NY 10598

PROJECT LOCATION

CROTON-HARMON HIGH SCHOOL
36 Old Post Road South
Croton-On-Hudson, NY 10520

ROOF SAMPLE LOCATIONS

SL-01

Appendix B:

RESULTS

Eastern Analytical Services, Inc.

Bulk Sample Results

RE: CPN 23-5131 - Putnam Northern Westchester at Croton UFSD - Roof Asbestos Inspection - High School

Date Collected : 01/31/2023
Collected By : S. Talsma
Date Received : 02/01/2023
Date Analyzed : 02/03/2023
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.1
NVLAP Lab Code : 101646-0
NYS Lab No. 10851

Client: QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Sample ID Number		5131-HS-5	5131-HS-6	5131-HS-9	5131-HS-10
Layer Number					
Lab ID Number		2893034	2893035	2893036	2893037
Sample Location		Roof, Roof A, Field Cut, Third Layer, On Isofoam	Roof, Roof J, Field Cut, Third Layer, On Isofoam	Roof, Roof A, Field Cut, Bottom Layer, On Metal Deck	Roof, Roof J, Field Cut, Bottom Layer, On Metal Deck
Sample Description		Fiberboard	Fiberboard	Gypsum	Gypsum
Method of Quantification		Scanning Option	Scanning Option	Scanning Option	Scanning Option
Appearance	Layered	Yes	Yes	Yes	Yes
	Homogenous	No	No	No	No
	Fibrous	Yes	Yes	Yes	Yes
	Color	Brown/Black	Brown/Black	Gray/Green/White	Gray/Green/White
Sample Treatment		Homogenized	Homogenized	Homogenized	Homogenized
Asbestos Content	% Amosite	ND	ND	ND	ND
	% Chrysotile	ND	ND	ND	ND
	% Other	ND	ND	ND	ND
	% Total Asbestos	ND	ND	ND	ND
Other Fibrous Materials Present	% Fibrous Glass	ND	ND	15.0	20.0
	% Cellulose	60.0	60.0	ND	ND
	% Other	ND	ND	ND	ND
	% Unidentified	ND	ND	ND	ND
Non-Fibrous Materials Present	% Silicates	5.0	10.0	15.0	15.0
	% Carbonates	ND	ND	30.0	30.0
	% Other	ND	ND	ND	ND
	% Unidentified	35.0	30.0	40.0	35.0

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. ND = Not Detected. Reporting Limit is <1%.
Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
These Results Can Not Be Used To Claim That NOB Items Tested Are Non-Asbestos Containing. Overall Lab Accuracy ± 17%. Samples received in acceptable condition unless otherwise noted.
AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

Eastern Analytical Services, Inc.

Bulk Sample Results

RE: CPN 23-5131 - Putnam Northern Westchester at Croton UFSD - Roof Asbestos Inspection - High School

Date Collected : 01/31/2023
Collected By : S. Talsma
Date Received : 02/01/2023
Date Analyzed : 02/03/2023
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.1
NVLAP Lab Code : 101646-0
NYS Lab No. 10851

Client: QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Sample ID Number		5131-HS-17	5131-HS-18	5131-HS-19	5131-HS-20
Layer Number					
Lab ID Number		2893038	2893039	2893040	2893041
Sample Location		Roof, Roof A, Equipment Flashing, Bottom Layer, On Metal	Roof, Roof A, Equipment Flashing, Bottom Layer, On Metal	Roof, Roof M, Facade	Roof, Roof M, Facade
Sample Description		Perlite	Perlite	Stucco	Stucco
Method of Quantification		Scanning Option	Scanning Option	Scanning Option	Scanning Option
Appearance	Layered	Yes	Yes	No	No
	Homogenous	No	No	No	No
	Fibrous	Yes	Yes	No	No
	Color	Brown/Black	Brown/Black	Gray/Brown	Gray/Brown
Sample Treatment		Homogenized	Homogenized	Homogenized	Homogenized
Asbestos Content	% Amosite	ND	ND	ND	ND
	% Chrysotile	ND	ND	ND	ND
	% Other	ND	ND	ND	ND
	% Total Asbestos	ND	ND	ND	ND
Other Fibrous Materials Present	% Fibrous Glass	ND	ND	ND	ND
	% Cellulose	35.0	30.0	ND	ND
	% Other	ND	ND	ND	ND
	% Unidentified	ND	ND	ND	ND
Non-Fibrous Materials Present	% Silicates	10.0	10.0	20.0	25.0
	% Carbonates	ND	ND	25.0	25.0
	% Other	15.0 Perlite	15.0 Perlite	ND	ND
	% Unidentified	40.0	45.0	55.0	50.0

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. ND = Not Detected. Reporting Limit is <1%.
Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
These Results Can Not Be Used To Claim That NOB Items Tested Are Non-Asbestos Containing. Overall Lab Accuracy ± 17%. Samples received in acceptable condition unless otherwise noted.
AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

Eastern Analytical Services, Inc.

Bulk Sample Results

RE: CPN 23-5131 - Putnam Northern Westchester at Croton UFSD - Roof Asbestos Inspection - High School

Date Collected : 01/31/2023
Collected By : S. Talsma
Date Received : 02/01/2023
Date Analyzed : 02/03/2023
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.1
NVLAP Lab Code : 101646-0
NYS Lab No. 10851

Client: QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Sample ID Number		5131-HS-21	5131-HS-22	5131-HS-22	5131-HS-23
Layer Number			1	2	1
Lab ID Number		2893042	2893043	2893043	2893044
Sample Location		Roof, Roof M, Facade	Roof, Building C, Facade	Roof, Building C, Facade	Roof, Building D, Facade
Sample Description		Stucco	Brick & Mortar (Brick Layer)	Brick & Mortar (Mortar Layer)	Brick & Mortar (Brick Layer)
Method of Quantification		Scanning Option	Scanning Option	Scanning Option	Scanning Option
Appearance	Layered	No	No	No	No
	Homogenous	No	No	No	No
	Fibrous	No	No	No	No
	Color	Gray/Brown	Red	Brown	Red
Sample Treatment		Homogenized	Homogenized	Homogenized	Homogenized
Asbestos Content	% Amosite	ND	ND	ND	ND
	% Chrysotile	ND	ND	ND	ND
	% Other	ND	ND	ND	ND
	% Total Asbestos	ND	ND	ND	ND
Other Fibrous Materials Present	% Fibrous Glass	ND	ND	ND	ND
	% Cellulose	ND	ND	ND	ND
	% Other	ND	ND	ND	ND
	% Unidentified	ND	ND	ND	ND
Non-Fibrous Materials Present	% Silicates	25.0	25.0	35.0	25.0
	% Carbonates	25.0	ND	25.0	ND
	% Other	ND	ND	ND	ND
	% Unidentified	50.0	75.0	40.0	75.0

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. ND = Not Detected. Reporting Limit is <1%.
Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
These Results Can Not Be Used To Claim That NOB Items Tested Are Non-Asbestos Containing. Overall Lab Accuracy ± 17%. Samples received in acceptable condition unless otherwise noted.
AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

Eastern Analytical Services, Inc.

Bulk Sample Results

RE: CPN 23-5131 - Putnam Northern Westchester at Croton UFSD - Roof Asbestos Inspection - High School

Date Collected : 01/31/2023
Collected By : S. Talsma
Date Received : 02/01/2023
Date Analyzed : 02/03/2023
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.1
NVLAP Lab Code : 101646-0
NYS Lab No. 10851

Client: QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Sample ID Number		5131-HS-23	5131-HS-24	5131-HS-24	5131-HS-25
Layer Number		2	1	2	1
Lab ID Number		2893044	2893045	2893045	2893046
Sample Location		Roof, Building D, Facade	Roof, Building K, Facade	Roof, Building K, Facade	Roof, Building K, Facade
Sample Description		Brick & Mortar (Mortar Layer)	Brick & Mortar (Brick Layer)	Brick & Mortar (Mortar Layer)	Brick & Mortar (Brick Layer)
Method of Quantification		Scanning Option	Scanning Option	Scanning Option	Scanning Option
Appearance	Layered	No	No	No	No
	Homogenous	No	No	No	Yes
	Fibrous	No	No	No	No
	Color	Brown	Red	Brown	Red
Sample Treatment		Homogenized	Homogenized	Homogenized	None
Asbestos Content	% Amosite	ND	ND	ND	ND
	% Chrysotile	ND	ND	ND	ND
	% Other	ND	ND	ND	ND
	% Total Asbestos	ND	ND	ND	ND
Other Fibrous Materials Present	% Fibrous Glass	ND	ND	ND	ND
	% Cellulose	ND	ND	ND	ND
	% Other	ND	ND	ND	ND
	% Unidentified	ND	ND	ND	ND
Non-Fibrous Materials Present	% Silicates	35.0	25.0	35.0	30.0
	% Carbonates	20.0	ND	20.0	ND
	% Other	ND	ND	ND	ND
	% Unidentified	45.0	75.0	45.0	70.0

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. ND = Not Detected. Reporting Limit is <1%.
Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
These Results Can Not Be Used To Claim That NOB Items Tested Are Non-Asbestos Containing. Overall Lab Accuracy ± 17%. Samples received in acceptable condition unless otherwise noted.
AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

Eastern Analytical Services, Inc.

Bulk Sample Results

RE: CPN 23-5131 - Putnam Northern Westchester at Croton UFSD - Roof Asbestos Inspection - High School

Client: QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Date Collected : 01/31/2023
Collected By : S. Talsma
Date Received : 02/01/2023
Date Analyzed : 02/03/2023
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.1
NVLAP Lab Code : 101646-0
NYS Lab No. 10851

Sample ID Number	5131-HS-25
Layer Number	2
Lab ID Number	2893046
Sample Location	Roof, Building K, Facade
Sample Description	Brick & Mortar (Mortar Layer)
Method of Quantification	Scanning Option

Appearance	Layered	No
	Homogenous	No
	Fibrous	No
	Color	Brown
Sample Treatment		Homogenized
Asbestos Content	% Amosite	ND
	% Chrysotile	ND
	% Other	ND
	% Total Asbestos	ND
Other Fibrous Materials Present	% Fibrous Glass	ND
	% Cellulose	ND
	% Other	ND
	% Unidentified	ND
Non-Fibrous Materials Present	% Silicates	35.0
	% Carbonates	25.0
	% Other	ND
	% Unidentified	40.0

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. ND = Not Detected. Reporting Limit is <1%.
Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
These Results Can Not Be Used To Claim That NOB Items Tested Are Non-Asbestos Containing. Overall Lab Accuracy ± 17%. Samples received in acceptable condition unless otherwise noted.
AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

Eastern Analytical Services, Inc.

Bulk Sample Results

RE: CPN 23-5131 - Putnam Northern Westchester at Croton UFSD - Roof Asbestos Inspection - High School

Date Collected : 01/31/2023
Collected By : S. Talsma
Date Received : 02/01/2023
Date Analyzed : 02/06/2023
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.6
NVLAP Lab Code : 101646-0
NYS Lab No. 10851

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Sample ID Number		5131-HS-1	5131-HS-2	5131-HS-3	5131-HS-3
Layer Number				1	2
Lab ID Number		2893347	2893348	2893349	2893349
Sample Location		Roof, Roof A, Field Cut, Top Layer	Roof, Roof J, Field Cut, Top Layer	Roof, Roof A, Field Cut, Second Layer, On Fiberboard	Roof, Roof A, Field Cut, Second Layer, On Fiberboard
Sample Description		Rolled Roofing	Rolled Roofing	Tar & Tar Paper Vapor Barrier (Tar Layer)	Tar & Tar Paper Vapor Barrier (Tar Paper Layer)
Analytical Method		NOB Plm	NOB Plm	NOB Plm	NOB Plm
Appearance	Layered	Yes	Yes	No	No
	Homogenous	No	No	Yes	Yes
	Fibrous	Yes	Yes	No	Yes
	Color	Black/Gray	Black/Gray	Black	Black
Asbestos Content	% Amosite	ND	ND	ND	ND
	% Chrysotile	ND	ND	ND	ND
	% Other	ND	ND	ND	ND
	% Total Asbestos	ND Inconclusive	ND Inconclusive	ND Inconclusive	ND Inconclusive
Other Materials Present	% Organic	56.2	60.1	84.4	68.1
	% Carbonates	23.5	21.9	4.4	23.4
	% Other Inorganic	20.3	18.0	11.2	8.5

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. Samples received in acceptable condition unless otherwise noted. ND = Not Detected.
Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
These Results Cannot Be Used To Claim That NOB Items Tested Are Non-Asbestos Containing (Unless "% Other Inorganic", As Reported Above, Is Less Than One Percent).
This method does not remove vermiculite and may underestimate the level of asbestos present in a sample containing greater than 10% vermiculite.
AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

Eastern Analytical Services, Inc.

Bulk Sample Results

RE: CPN 23-5131 - Putnam Northern Westchester at Croton UFSD - Roof Asbestos Inspection - High School

Date Collected : 01/31/2023
Collected By : S. Talsma
Date Received : 02/01/2023
Date Analyzed : 02/06/2023
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.6
NVLAP Lab Code : 101646-0
NYS Lab No. 10851

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Sample ID Number		5131-HS-4	5131-HS-4	5131-HS-7	5131-HS-8
Layer Number		1	2		
Lab ID Number		2893350	2893350	2893351	2893352
Sample Location		Roof, Roof J, Field Cut, Second Layer, On Fiberboard	Roof, Roof J, Field Cut, Second Layer, On Fiberboard	Roof, Roof A, Field Cut, Fourth Layer, On Gypsum	Roof, Roof J, Field Cut, Fourth Layer, On Gypsum
Sample Description		Tar & Tar Paper Vapor Barrier (Tar Layer)	Tar & Tar Paper Vapor Barrier (Tar Paper Layer)	Isofoam	Isofoam
Analytical Method		NOB Plm	NOB Plm	NOB Plm	NOB Plm
Appearance	Layered	No	No	No	No
	Homogenous	Yes	Yes	Yes	Yes
	Fibrous	No	Yes	No	No
	Color	Black	Gray/Black	Yellow	Yellow
Asbestos Content	% Amosite	ND	ND	ND	ND
	% Chrysotile	ND	ND	ND	ND
	% Other	ND	ND	ND	ND
	% Total Asbestos	ND	ND Inconclusive	ND	ND
Other Materials Present	% Organic	99.8	92.8	99.3	99.3
	% Carbonates	0.1	2.7	0.2	0.3
	% Other Inorganic	0.1	4.5	0.5	0.4

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. Samples received in acceptable condition unless otherwise noted. ND = Not Detected.
Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
These Results Cannot Be Used To Claim That NOB Items Tested Are Non-Asbestos Containing (Unless "% Other Inorganic", As Reported Above, Is Less Than One Percent).
This method does not remove vermiculite and may underestimate the level of asbestos present in a sample containing greater than 10% vermiculite.
AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

Eastern Analytical Services, Inc.

Bulk Sample Results

RE: CPN 23-5131 - Putnam Northern Westchester at Croton UFSD - Roof Asbestos Inspection - High School

Date Collected : 01/31/2023
Collected By : S. Talsma
Date Received : 02/01/2023
Date Analyzed : 02/06/2023
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.6
NVLAP Lab Code : 101646-0
NYS Lab No. 10851

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Sample ID Number		5131-HS-11	5131-HS-12	5131-HS-13	5131-HS-14
Layer Number					
Lab ID Number		2893353	2893354	2893355	2893356
Sample Location		Roof, Roof A, Equipment Flashing, On Wood	Roof, Roof J, Equipment Flashing, On Wood	Roof, Roof A, Perimeter Cut, Bottom Layer, On Wood	Roof, Roof J, Perimeter Cut, Bottom Layer, On Wood
Sample Description		Tar	Tar	Tar	Tar
Analytical Method		NOB Plm	NOB Plm	NOB Plm	NOB Plm
Appearance	Layered	No	Yes	No	No
	Homogenous	Yes	No	Yes	Yes
	Fibrous	No	No	No	No
	Color	Black	Black/Silver	Black	Black
Asbestos Content	% Amosite	ND	ND	ND	ND
	% Chrysotile	ND	ND	ND	ND
	% Other	ND	ND	ND	ND
	% Total Asbestos	ND	ND	ND	ND
Other Materials Present	% Organic	99.9	99.5	99.5	98.2
	% Carbonates	ND	0.4	0.3	1.1
	% Other Inorganic	0.1	0.1	0.2	0.7

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. Samples received in acceptable condition unless otherwise noted. ND = Not Detected.
Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
These Results Cannot Be Used To Claim That NOB Items Tested Are Non-Asbestos Containing (Unless "% Other Inorganic", As Reported Above, Is Less Than One Percent).
This method does not remove vermiculite and may underestimate the level of asbestos present in a sample containing greater than 10% vermiculite.
AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

Eastern Analytical Services, Inc.

Bulk Sample Results

RE: CPN 23-5131 - Putnam Northern Westchester at Croton UFSD - Roof Asbestos Inspection - High School

Date Collected : 01/31/2023
Collected By : S. Talsma
Date Received : 02/01/2023
Date Analyzed : 02/06/2023
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.6
NVLAP Lab Code : 101646-0
NYS Lab No. 10851

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Sample ID Number		5131-HS-15	5131-HS-15	5131-HS-16	5131-HS-16
Layer Number		1	2	1	2
Lab ID Number		2893357	2893357	2893358	2893358
Sample Location		Roof, Roof M, Field Cut, Second Layer, On Fiberboard	Roof, Roof M, Field Cut, Second Layer, On Fiberboard	Roof, Roof M, Field Cut, Second Layer, On Fiberboard	Roof, Roof M, Field Cut, Second Layer, On Fiberboard
Sample Description		Tar & Tar Paper Vapor Barrier (Tar Layer)	Tar & Tar Paper Vapor Barrier (Tar Paper Layer)	Tar & Tar Paper Vapor Barrier (Tar Layer)	Tar & Tar Paper Vapor Barrier (Tar Paper Layer)
Analytical Method		NOB Plm	NOB Plm	NOB Plm	NOB Plm
Appearance	Layered	No	No	No	No
	Homogenous	Yes	Yes	Yes	Yes
	Fibrous	No	Yes	No	Yes
	Color	Black	Black	Black	Black
Asbestos Content	% Amosite	ND	ND	ND	ND
	% Chrysotile	ND	ND	ND	ND
	% Other	ND	ND	ND	ND
	% Total Asbestos	ND	ND Inconclusive	ND Inconclusive	ND Inconclusive
Other Materials Present	% Organic	89.8	67.2	76.7	72.0
	% Carbonates	10.1	23.5	9.3	21.5
	% Other Inorganic	0.1	9.3	14.0	6.5

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. Samples received in acceptable condition unless otherwise noted. ND = Not Detected.
Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
These Results Cannot Be Used To Claim That NOB Items Tested Are Non-Asbestos Containing (Unless "% Other Inorganic", As Reported Above, Is Less Than One Percent).
This method does not remove vermiculite and may underestimate the level of asbestos present in a sample containing greater than 10% vermiculite.
AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

Eastern Analytical Services, Inc.

Bulk Sample Results

RE: CPN 23-5131 - Putnam Northern Westchester at Croton UFSD - Roof Asbestos Inspection - High School

Date Collected : 01/31/2023
Collected By : S. Talsma
Date Received : 02/01/2023
Date Analyzed : 02/06/2023
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.6
NVLAP Lab Code : 101646-0
NYS Lab No. 10851

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Sample ID Number		5131-HS-26	5131-HS-27	5131-HS-28	5131-HS-29
Layer Number					
Lab ID Number		2893359	2893360	2893361	2893362
Sample Location		Roof, Roof K, Louvre, Metal to Brick	Roof, Roof K, Louvre, Metal to Brick	Roof, Roof N, Window, Metal to Brick	Roof, Roof N, Window, Metal to Brick
Sample Description		Caulk	Caulk	Caulk	Caulk
Analytical Method		NOB Plm	NOB Plm	NOB Plm	NOB Plm
Appearance	Layered	No	No	No	No
	Homogenous	Yes	Yes	Yes	Yes
	Fibrous	No	No	No	No
	Color	Beige	Beige	Gray	Gray
Asbestos Content	% Amosite	ND	ND	ND	ND
	% Chrysotile	ND	ND	ND	ND
	% Other	ND	ND	ND	ND
	% Total Asbestos	ND Inconclusive	ND Inconclusive	ND Inconclusive	ND Inconclusive
Other Materials Present	% Organic	70.0	69.1	26.4	27.6
	% Carbonates	28.0	29.2	62.5	62.9
	% Other Inorganic	2.0	1.7	11.1	9.5

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. Samples received in acceptable condition unless otherwise noted. ND = Not Detected.
Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
These Results Cannot Be Used To Claim That NOB Items Tested Are Non-Asbestos Containing (Unless "% Other Inorganic", As Reported Above, Is Less Than One Percent).
This method does not remove vermiculite and may underestimate the level of asbestos present in a sample containing greater than 10% vermiculite.
AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

Eastern Analytical Services, Inc.

Bulk Sample Results

RE: CPN 23-5131 - Putnam Northern Westchester at Croton UFSD - Roof Asbestos Inspection - High School

Date Collected : 01/31/2023
Collected By : S. Talsma
Date Received : 02/01/2023
Date Analyzed : 02/08/2023
Analyzed By : Fahrudin Lalic
Signature :
Analytical Method : NYS-DOH 198.4
NVLAP Lab Code : 101646-0
NYS Lab No. 10851

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Sample ID Number		5131-HS-1	5131-HS-2	5131-HS-3	5131-HS-3
Layer Number				1	2
Lab ID Number		2893347	2893348	2893349	2893349
Sample Location		Roof, Roof A, Field Cut, Top Layer	Roof, Roof J, Field Cut, Top Layer	Roof, Roof A, Field Cut, Second Layer, On Fiberboard	Roof, Roof A, Field Cut, Second Layer, On Fiberboard
Sample Description		Rolled Roofing	Rolled Roofing	Tar & Tar Paper Vapor Barrier (Tar Layer)	Tar & Tar Paper Vapor Barrier (Tar Paper Layer)
Analytical Method		NOB Tem	NOB Tem	NOB Tem	NOB Tem
Appearance	Layered	Yes	Yes	No	No
	Homogenous	No	No	Yes	Yes
	Fibrous	Yes	Yes	No	Yes
	Color	Black/Gray	Black/Gray	Black	Black
Asbestos Content	% Amosite	ND	ND	ND	ND
	% Chrysotile	ND	ND	ND	ND
	% Other	ND	ND	ND	ND
	% Total Asbestos	ND	ND	ND	ND
Other Materials Present	% Organic	56.2	60.1	84.4	68.1
	% Carbonates	23.5	21.9	4.4	23.4
	% Other Inorganic	20.3	18.0	11.2	8.5

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. Samples received in acceptable condition unless otherwise noted. ND = Not Detected. Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

Eastern Analytical Services, Inc.

Bulk Sample Results

RE: CPN 23-5131 - Putnam Northern Westchester at Croton UFSD - Roof Asbestos Inspection - High School

Date Collected : 01/31/2023
Collected By : S. Talsma
Date Received : 02/01/2023
Date Analyzed : 02/08/2023
Analyzed By : Fahrudin Lalic
Signature :
Analytical Method : NYS-DOH 198.4
NVLAP Lab Code : 101646-0
NYS Lab No. 10851

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Sample ID Number		5131-HS-4	5131-HS-15	5131-HS-16	5131-HS-16
Layer Number		2	2	1	2
Lab ID Number		2893350	2893357	2893358	2893358
Sample Location		Roof, Roof J, Field Cut, Second Layer, On Fiberboard	Roof, Roof M, Field Cut, Second Layer, On Fiberboard	Roof, Roof M, Field Cut, Second Layer, On Fiberboard	Roof, Roof M, Field Cut, Second Layer, On Fiberboard
Sample Description		Tar & Tar Paper Vapor Barrier (Tar Paper Layer)	Tar & Tar Paper Vapor Barrier (Tar Paper Layer)	Tar & Tar Paper Vapor Barrier (Tar Layer)	Tar & Tar Paper Vapor Barrier (Tar Paper Layer)
Analytical Method		NOB Tem	NOB Tem	NOB Tem	NOB Tem
Appearance	Layered	No	No	No	No
	Homogenous	Yes	Yes	Yes	Yes
	Fibrous	Yes	Yes	No	Yes
	Color	Gray/Black	Black	Black	Black
Asbestos Content	% Amosite	ND	ND	ND	ND
	% Chrysotile	ND	ND	ND	ND
	% Other	ND	ND	ND	ND
	% Total Asbestos	ND	ND	ND	ND
Other Materials Present	% Organic	92.8	67.2	76.7	72.0
	% Carbonates	2.7	23.5	9.3	21.5
	% Other Inorganic	4.5	9.3	14.0	6.5

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. Samples received in acceptable condition unless otherwise noted. ND = Not Detected. Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

Eastern Analytical Services, Inc.

Bulk Sample Results

RE: CPN 23-5131 - Putnam Northern Westchester at Croton UFSD - Roof Asbestos Inspection - High School

Date Collected : 01/31/2023
Collected By : S. Talsma
Date Received : 02/01/2023
Date Analyzed : 02/08/2023
Analyzed By : Fahrudin Lalic
Signature :
Analytical Method : NYS-DOH 198.4
NVLAP Lab Code : 101646-0
NYS Lab No. 10851

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Sample ID Number		5131-HS-26	5131-HS-27	5131-HS-28	5131-HS-29
Layer Number					
Lab ID Number		2893359	2893360	2893361	2893362
Sample Location		Roof, Roof K, Louvre, Metal to Brick	Roof, Roof K, Louvre, Metal to Brick	Roof, Roof N, Window, Metal to Brick	Roof, Roof N, Window, Metal to Brick
Sample Description		Caulk	Caulk	Caulk	Caulk
Analytical Method		NOB Tem	NOB Tem	NOB Tem	NOB Tem
Appearance	Layered	No	No	No	No
	Homogenous	Yes	Yes	Yes	Yes
	Fibrous	No	No	No	No
	Color	Beige	Beige	Gray	Gray
Asbestos Content	% Amosite	ND	ND	ND	ND
	% Chrysotile	ND	ND	ND	ND
	% Other	ND	ND	ND	ND
	% Total Asbestos	ND	ND	ND	ND
Other Materials Present	% Organic	70.0	69.1	26.4	27.6
	% Carbonates	28.0	29.2	62.5	62.9
	% Other Inorganic	2.0	1.7	11.1	9.5

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. Samples received in acceptable condition unless otherwise noted. ND = Not Detected. Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

Quality Environmental Solutions and Technologies, Inc.
Bulk Sample Chain of Custody

CLIENT: PUTNAM NORTHERN WESTCHESTER @ CROTON UFSD
SAMPLED BY: S. TALSMA

ADDRESS: 200 BOCES DRIVE
YORKTOWN, NY 10598
DATE SAMPLED: 31-Jan-23

PLM/PLM-NOB/QTEM

CONTACT: CYNTHIA BRADEN
ANALYSIS METHOD: AS REQUIRED

PROJECT ID: ROOF ASBESTOS INSPECTION
HIGH SCHOOL
TURN-AROUND TIME: STANDARD

PROJECT # : 23-5131

Sample	HM#	Floor	Space Name/ID #	Location	Material
5131-HS-1	40	ROOF	ROOF A	FIELD CUT, TOP LAYER	ROLLED ROOFING
5131-HS-2	40	ROOF	ROOF J	FIELD CUT, TOP LAYER	ROLLED ROOFING
5131-HS-3	54	ROOF	ROOF A	FIELD CUT, SECOND LAYER, ON FIBERBOARD	TAR & TAR PAPER VAPOR BARRIER
5131-HS-4	54	ROOF	ROOF J	FIELD CUT, SECOND LAYER, ON FIBERBOARD	TAR & TAR PAPER VAPOR BARRIER
2893034 5131-HS-5	58	ROOF	ROOF A	FIELD CUT, THIRD LAYER, ON ISOFOAM	FIBERBOARD
2893035 5131-HS-6	58	ROOF	ROOF J	FIELD CUT, THIRD LAYER, ON ISOFOAM	FIBERBOARD
5131-HS-7	88	ROOF	ROOF A	FIELD CUT, FOURTH LAYER, ON GYPSUM	ISOFOAM
5131-HS-8	88	ROOF	ROOF J	FIELD CUT, FOURTH LAYER, ON GYPSUM	ISOFOAM
2893036 5131-HS-9	52	ROOF	ROOF A	FIELD CUT, BOTTOM LAYER, ON METAL DECK	GYPSUM
2893037 5131-HS-10	52	ROOF	ROOF J	FIELD CUT, BOTTOM LAYER, ON METAL DECK	GYPSUM
5131-HS-11	54	ROOF	ROOF A	EQUIPMENT FLASHING, ON WOOD	TAR
5131-HS-12	54	ROOF	ROOF J	EQUIPMENT FLASHING, ON WOOD	TAR
5131-HS-13	54	ROOF	ROOF A	PERIMETER CUT, BOTTOM LAYER, ON WOOD	TAR
5131-HS-14	54	ROOF	ROOF J	PERIMETER CUT, BOTTOM LAYER, ON WOOD	TAR
5131-HS-15	54	ROOF	ROOF M	FIELD CUT, SECOND LAYER, ON FIBERBOARD	TAR & TAR PAPER VAPOR BARRIER

AS LABELED ON PAPERWORK
INITIAL/DATE MP 2/2/2023

Comments:

SUBMITTED BY: Nicholas Talsma
DATE: 1/31/2023

RECEIVED BY: Meghan Warner
FEB 1'23 10:29
DATE:

Quality Environmental Solutions and Technologies, Inc.
Bulk Sample Chain of Custody

CLIENT: PUTNAM NORTHERN WESTCHESTER @ CROTON UFSD
SAMPLED BY: S. TALSMA

ADDRESS: 200 BOCES DRIVE
YORKTOWN, NY 10598
DATE SAMPLED: 31-Jan-23

PLM/PLM-NOB/QTEM

CONTACT: CYNTHIA BRADEN
ANALYSIS METHOD: AS REQUIRED

PROJECT ID: ROOF ASBESTOS INSPECTION
HIGH SCHOOL
TURN-AROUND TIME: STANDARD

PROJECT # : 23-5131

	Sample	HM#	Floor	Space Name/ID #	Location	Material
	5131-HS-16	54	ROOF	ROOF M	FIELD CUT, SECOND LAYER, ON FIBERBOARD	TAR & TAR PAPER VAPOR BARRIER
2893038	5131-HS-17	58	ROOF	ROOF A	EQUIPMENT FLASHING, BOTTOM LAYER, ON METAL	PERLITE
2893039	5131-HS-18	58	ROOF	ROOF A	EQUIPMENT FLASHING, BOTTOM LAYER, ON METAL	PERLITE
2893040	5131-HS-19	34	ROOF	ROOF M	FAÇADE	STUCCO
2893041	5131-HS-20	34	ROOF	ROOF M	FAÇADE	STUCCO
2893042	5131-HS-21	34	ROOF	ROOF M	FAÇADE	STUCCO
2893043	5131-HS-22	68	ROOF	BUILDING C	FAÇADE	BRICK & MORTAR
2893044	5131-HS-23	68	ROOF	BUILDING D	FAÇADE	BRICK & MORTAR
2893045	5131-HS-24	68	ROOF	ROOF K	FAÇADE	BRICK & MORTAR
2893046	5131-HS-25	68	ROOF	ROOF K	FAÇADE	BRICK & MORTAR
	5131-HS-26	8	ROOF	ROOF K	LOUVRE, METAL TO BRICK	CAULK
	5131-HS-27	8	ROOF	ROOF K	LOUVRE, METAL TO BRICK	CAULK
	5131-HS-28	8	ROOF	ROOF N	WINDOW, METAL TO BRICK	CAULK
	5131-HS-29	8	ROOF	ROOF N	WINDOW, METAL TO BRICK	CAULK

Comments:

SUBMITTED BY: [signature] DATE: 1/31/2023

RECEIVED BY: [signature] FEB 1'23 10:29 DATE:

Appendix C:

PERSONNEL LICENSES & CERTIFICATIONS

NEW YORK STATE

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE ("MWBE")

CERTIFICATION

Empire State Development's Division of Minority and Women's Business Development grants a

Women Business Enterprise (WBE)

pursuant to New York State Executive Law, Article 15-A to:

Quality Environmental Solutions & Technologies Inc.

Certification Awarded on: March 28, 2019
Expiration Date: March 28, 2024
File ID#: WBE- 49952

NEW YORK STATE OF OPPORTUNITY. Division of Minority and Women's Business Development

A Division of Empire State Development

WE ARE YOUR DOL

NEW YORK STATE | Department of Labor

DIVISION OF SAFETY & HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BLDG. 12, ALBANY, NY 12226

ASBESTOS HANDLING LICENSE

Quality Environmental Solutions & Technologies, Inc.
1376 Route 9, Wappinger Falls, NY, 12590

License Number: 29085
License Class: RESTRICTED
Date of Issue: 01/06/2023
Expiration Date: 01/31/2024
Duly Authorized Representative: Lawrence J Holzapfel

This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

This license is valid only for the contractor named above and this license or a photocopy must be prominently displayed at the asbestos project worksite. This license verifies that all persons employed by the licensee on an asbestos project in New York State have been issued an Asbestos Certificate, appropriate for the type of work they perform, by the New York State Department of Labor.

Amy Phillips, Director
For the Commissioner of Labor

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER

Expires 12:01 AM April 01, 2023
Issued April 01, 2022

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

MR. PAUL STASCAVAGE
EAS INC - EASTERN ANALYTICAL SERVICES INC
4 WESTCHESTER PLAZA
ELMSFORD, NY 10523-1610

NY Lab Id No: 10851

is hereby APPROVED as an Environmental Laboratory for the category
ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE
All approved subcategories and/or analytes are listed below:

Miscellaneous

Asbestos in Friable Material	Item 198.1 of Manual
	EPA 600/M4/82/020
Asbestos in Non-Friable Material-PLM	Item 198.6 of Manual (NOB by PLM)
Asbestos in Non-Friable Material-TEM	Item 198.4 of Manual
Asbestos-Vermiculite-Containing Material	Item 198.8 of Manual
Lead in Dust Wipes	EPA 7000B
Lead in Paint	EPA 7000B

Sample Preparation Methods

	EPA 3050B

Serial No.: 64479

Property of the New York State Department of Health. Certificates are valid only at the address shown, must be conspicuously posted, and are printed on secure paper. Continued accreditation depends on successful ongoing participation in the Program. Consumers are urged to call (518) 485-5570 to verify the laboratory's accreditation status.

STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE

N.Y.S



SHANNON D TALSMA
CLASS(EXPIRES)
C ATEC(10/23) D INSP(10/23)
H PM (10/23)

CERT# 16-07559
DMV# 963348232

MUST BE CARRIED ON ASBESTOS PROJECTS

01213 006597213 59

EYES GRN
HAIR BLN
HGT 6' 00"

IF FOUND RETURN TO:
NYSDOL - L&C UNIT
ROOM 161A BUILDING 12
STATE OFFICE CAMPUS
ALBANY NY 12240

OSHA
Occupational Safety and Health Administration

12-006010504

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:

Shannon D. Talsma

David Veit — Trainer Name

04/22/2016 — Date of Issue

Atlantic OSHA Training Center
An OSHA Training Institute Education Center

732.235.9450
aotc.sph.rutgers.edu

OSHA recommends Outreach Training Courses as an orientation to occupational safety and health for workers. Participation is voluntary. Workers must receive additional training on specific hazards of their job. This course completion card does not expire.

Use or distribution of this card for fraudulent purposes, including false claims of having received training, may result in prosecution under 18 U.S.C. 1001. Potential penalties include substantial criminal fines, imprisonment up to 5 years, or both.

To verify this training, scan the QR code with your mobile device.

Rev. 1/2016

QuES&T
Quality Environmental Solutions & Technologies, Inc.

PRE-RENOVATION SURVEY REPORT
FOR
ASBESTOS-CONTAINING MATERIALS (ACM)

Prepared for:

CROTON-HARMON UFSD
10 GERSTEIN STREET
CROTON-ON-HARMON, NY 10520

at:

PIERRE VAN CORTLANDT MIDDLE SCHOOL
3 GLEN PLACE
CROTON-ON-HUDSON, NY 10520

February 28, 2023

QuES&T Project #23-5131

QuES&T

Quality Environmental Solutions & Technologies, Inc.

CROTON-HARMON UFSD
10 Gerstein
Croton-on-Hudson, NY 10520

ATTN: Paul Gibbons
Via E-mail: paul.gibbons@chufsd.org

Re: Pierre Van Cortlandt Middle School
Pre-Renovation Asbestos Roof Inspection
QuES&T Project #23-5131

Dear Mr. Gibbons,

Attached is the Pre-Renovation Inspection Report for Asbestos-containing Materials (ACM) identified throughout interior areas included within the above-referenced location(s) by **Qu**ality **E**nvironmental **S**olutions **& T**echnologies, Inc. **(QuES&T)**. The inspection included visual assessment and representative sampling for the detection of ACM in compliance with the requirements of Title 12 NYCRR Part 56-5.1.

The attached report summarizes the inspection protocol and inspection results for your review. **QuES&T** believes this report accurately reflects the material condition existing in the functional spaces at the time of our inspection.

Should you wish to discuss this matter further or require additional information concerning this submittal, please contact us at (845) 298-6031. **QuES&T** appreciates the opportunity to assist Croton-Harmon UFSD in the environmental services area.

Sincerely,



Shannon D. Talsma
Field & Technical Services
NYS/AHERA Inspector/Project Monitor
Cert. #AH 16-07559
Niton-Certified XRF Technician
stalsma@qualityenv.com

Cc: QuES&T File
Cc: lgoldstein@qualityenv.com

TABLE OF CONTENTS

I.	Introduction	Page 1
II.	Inspection Summary	Page 2
III.	Identified Asbestos-containing Materials (ACM)	Page 2
IV.	General Discussion	Page 3
V.	Abatement Required	Page 3 - 4
VI.	Disclaimers	Page 4

Appendix A	ACM Location Drawings
Appendix B	Results
Appendix C	Personnel Licenses & Certifications

I. INTRODUCTION:

Quality **E**nvironmental **S**olutions **& T**echnologies, Inc. **(QuES&T)** performed a Pre-Renovation Asbestos Survey, in conformance with Title 12 NYCRR Part 56-5.1, on January 18, 2023 for Croton-Harmon UFSD in support of the planned renovation of Pierre Van Cortlandt Middle School, located at 3 Glen Place, Croton-On-Hudson, NY 10520. The survey included a visual inspection / assessment for Presumed Asbestos-containing Materials (PACM) and suspect miscellaneous Asbestos-containing Materials (ACM) throughout accessible exterior locations to be affected by future renovation activities.

QuES&T established functional spaces based either on physical barriers (i.e., walls, doors, etc.) or homogeneity of material. Within each functional space identified, a visual inspection was performed using reasonable care and judgment, to identify and assess location, quantity, friability, and condition of all accessible installed ACM building materials observed at the affected portion of the building/structure.

Limited localized demolition of building surfaces was performed, as part of this survey, to access concealed surfaces. No disassembly of installed equipment was conducted as part of this inspection. ACM concealed within structural components and equipment interiors or that is accessible only through extensive mechanical or structural demolition may not have been identified as part of this survey. When any construction activity, such as demolition, remodeling, renovation, or repair work, reveals PACM or suspect miscellaneous ACM that has not been identified, as part of this survey, all construction activities shall cease in the affected area.

The survey included both visual inspection of accessible spaces and representative sampling of suspect building materials for ACM. Samples collected were analyzed by a laboratory approved under the New York State Department of Health Environmental Laboratory Approval Program (NYSDOH ELAP). Samples were analyzed in the laboratory by Polarized Light Microscopy (PLM), Polarized Light Microscopy-NOB (PLM-NOB) and/or Quantitative Transmission Electron Microscopy (QTEM), as required. Sample collection and laboratory analysis were conducted in compliance with the requirements of Title 12 NYCRR Part 56-5.1, 29 CFR 1926.1101 and standard EPA & OSHA accepted methods. Samples consisting of multiple layers were separated and analyzed independently in the laboratory.

Certified **QuES&T** personnel (Appendix D), Mr. Shannon D. Talsma (AH #16-07559) & Jessica E. Lopez (AH #22-08821) performed visual assessments throughout exterior construction areas. A total of twenty-nine **(29)** samples/layers of installed and accessible suspect building materials were analyzed by a laboratory approved under the NYSDOH ELAP. Eight **(8)** samples/layers were analyzed using Polarized Light Microscopy (PLM) for friable materials; fourteen **(14)** samples/layers were analyzed using Polarized Light Microscopy (PLM-NOB) for non-friable organically bound materials; and seven **(7)** samples/layers were analyzed by Confirmatory-QTEM following negative-determinations using PLM-NOB protocols.

II. INSPECTION SUMMARY:

A visual inspection was performed, and homogenous material types were established based on appearance, color and texture. The findings presented in this report are based upon reasonably available information and observed site conditions at the time the assessment was performed. The findings and conclusions of this report are not meant to be indicative of future conditions at the site and does not warrant against conditions that were not evident from visual observations or historical information obtained from others.

Representative bulk sampling was performed on suspect building materials for laboratory analysis using PLM, PLM-NOB, and/or QTEM. The following is a summary of installed building materials sampled:

- Wall Materials – Brick, Mortar.
- Roofing Materials – Rolled Roofing, Tar, Tar Paper Vapor Barrier, Fiberboard, Isofoam, Gypsum, Perlite.
- Miscellaneous Materials – Caulk.

III. IDENTIFIED ASBESTOS-CONTAINING MATERIALS (ACM):

IDENTIFIED ACM
PIERRE VAN CORTLANDTSCHOOL
3 GLEN PLACE
CROTON-ON-HUDSON, NY 10520
(Refer to Appendix A for details)

KEY: **ACM** = Materials containing greater than 1% of asbestos;
LF = Linear Feet; **SF** = Square Feet; **PACM** = Presumed Asbestos-containing Materials;
Friable = ACM capable of being released into air, and which can be crumbled, pulverized, powdered, crushed, or exposed by hand-pressure.

Location	Material	Approximate Quantity	Friable?	Condition
ROOF				
***** No Asbestos-Containing Materials (ACM) Detected Within Scope of Work *****				

IV. GENERAL DISCUSSION:

All construction personnel as well as individuals who have access to locations where asbestos containing materials (ACM) exists should be informed of its presence and the proper work practices in these areas. Conspicuous labeling of all ACM is suggested to ensure personnel are adequately informed. Personnel should be informed not to rest, lean, or store material or equipment on or near these surfaces and not to cut, saw, drill, sand or disturb ACM. All removal, disturbance, and repair of ACM should be performed in compliance with Title 12 NYCRR Part 56 by persons properly trained to handle ACM. Facility custodial and maintenance personnel should receive training commensurate with their work activities; as defined in 29 CFR 1910.1001.

The findings presented in this report are based upon reasonably available information and observed site conditions at the time the assessment was performed. Conditions may have changed since that time and the findings and conclusions of this report are not meant to be indicative of future conditions at the Site. This report does not warrant against conditions that were not evident from visual observations or historical information obtained, or conditions that could only be determined by physical sampling or other intrusive investigation techniques that are outside the proposed scope of work.

V. ABATEMENT REQUIRED:

As specified in Title 12 NYCRR Part 56-5.1 (h) and (i), "If the building/structure asbestos survey finds that the portion of the building/structure to be demolished, renovated, remodeled, or have repair work contains ACM, PACM, suspect miscellaneous ACM assumed to be ACM, or asbestos material, which is impacted by the work, the owner or the owner's agent shall conduct, or cause to have conducted, asbestos removal performed by a licensed asbestos abatement contractor in conformance with all standards set forth in this Part. All ACM, PACM, suspect miscellaneous ACM assumed to be ACM, or asbestos material impacted by the demolition, renovation, remodeling, or repair project shall be removed as per this Part, prior to access or disturbance by other uncertified trades or personnel. No demolition, renovation, remodeling or repair work shall be commenced by any owner or the owner's agent prior to the completion of the asbestos abatement in accordance with the notification requirements of this Part…All building/structure owners and asbestos abatement contractors on a demolition, renovation, remodeling, or repair project, which includes work covered by this part, shall inform all trades on the work site about PACM, ACM, asbestos material and suspect miscellaneous ACM…Bids may be advertised and contracts awarded for demolition, remodeling, renovation, or repair work, but no work on the current intermediate portion of the project shall commence on the demolition, renovation, remodeling or repair work by any owner or agent prior to completion of all necessary asbestos abatement work for the current intermediate portion of the entire project, in conformance with all standards set forth in this Part."

Prior to conducting demolition or construction work at the building, all ACM affected/impacted by such activities shall be removed utilizing a licensed asbestos abatement contractor and NYSDOL/EPA/NYC certified personnel prior to construction/demolition activities. All work conducted should be in accordance with all legal requirements, including but not limited to U.S. Environmental Protection Agency (EPA) National Emissions Standards for Hazardous Air Pollutants (NESHAP) [40 CFR Part 61], New York State Industrial Code Rule 56 Asbestos Regulations (ICR 56) and Chapter 1 of Title 15 of the Rules of the City of New York Regulations, as applicable. Advance notification of the asbestos project to the USEPA, NYSDOL, and NYCDEP may be required.

All suspect building materials not sampled during this survey should be considered ACM until these materials are sampled and analyzed for ACM in the laboratory. Concealed ACM: In addition to the ACMs identified at the site, there is a possibility that concealed ACM may exist at the subject facility. As such, if any concealed suspect ACM is encountered during future construction related activities, the work should immediately stop. Prior to resuming the work, the suspect ACM should either be 1) Sampled by an appropriately certified asbestos professional and submitted to an Approved NYSDOH ELAP laboratory for asbestos analysis or 2) Presumed to be ACM (PACM) and removed by a licensed asbestos abatement contractor for disposal in accordance with all applicable regulations.

VI. DISCLAIMERS

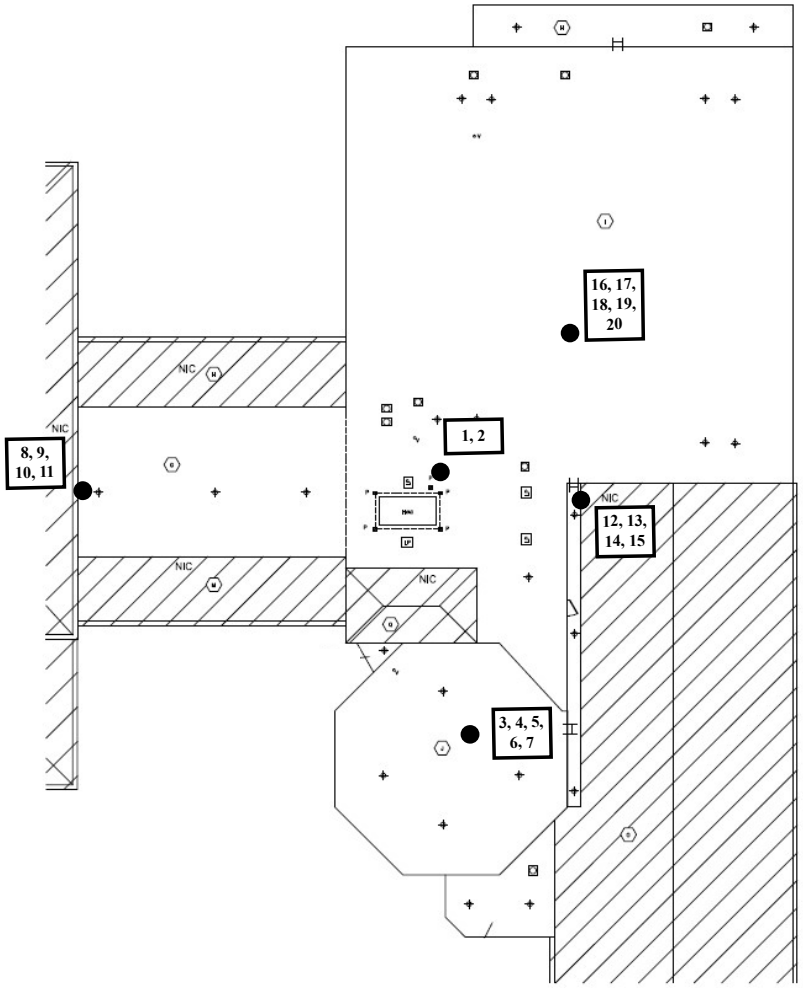
It should be noted that the information contained within this report is based solely upon site observations and the results of laboratory analysis for samples collected by **QuES&T.** These observations and results are time dependent, subject to changing site conditions and revisions to Federal, State and Local regulations. **QuES&T** warrants that these findings have been promulgated after being prepared in general accordance with generally accepted practices in the abatement industries. **QuES&T** also recognizes that inspection laboratory data is not usually sufficient to make all abatement and management decisions.

Due to the potential for concealed Asbestos-containing Materials (ACM) or other regulated materials, this report should not be construed to represent all ACM or regulated materials within the site(s). All quantities of ACM or other regulated materials identified, and all dimensions listed within this report are approximate and should be verified On-site.

This inspection report is not intended to be used as the sole basis for soliciting pricing for asbestos abatement. An abatement plan, specification, drawing and/or Variances should be developed to identify scope, timing, phasing, and remediation means & methods for any asbestos project. The Linear and/or Square Footages (LF / SF) listed within this Report are only approximates. Abatement Contractor(s) are required to visit the building(s) in order to take actual field measurements within each listed location.

Appendix A:

ACM LOCATION DRAWINGS



SAMPLE LOCATION KEY	
●	Sample Location (Non-ACM)
●	Sample Location (ACM)

N

Drawing Not to Scale
This Drawing is not intended to be used as the sole basis for soliciting pricing for asbestos abatement. An abatement plan, specification, drawing and/or variances should be developed to identify scope, timing, phasing and remediation means & methods for any asbestos project.

Date: 3/3/2023	**Version #** 1
Issued For: Asbestos Survey	
QuES&T Project #: 23-5131	
Project Manager: LG	**Prepared By:** NDS

QuES&T

Quality Environmental Solutions & Technologies, Inc.
1376 Route 9
Wappingers Falls, NY 12590
Phone: (845) 298- 6031
Fax: (845) 298-6251

CLIENT

CROTON-HARMON UFSD
10 Gerstein Street
Croton-on-Hudson, NY 10520

PROJECT LOCATION

PIERRE VAN CORTLANDT MIDDLE SCHOOL
3 Glen Place
Croton-On-Hudson, NY 10520

ROOF SAMPLE LOCATIONS

SL-01

Appendix B:

RESULTS

Eastern Analytical Services, Inc.

Bulk Sample Results

RE: CPN 23-5131 - Putnam Northern Westchester BOCES - Pierre Van Cortland M.S. - ASB Roof Survey

Date Collected : 01/18/2023
Collected By : S. Talsma/J. Lopez
Date Received : 01/18/2023
Date Analyzed : 01/25/2023
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.1
NVLAP Lab Code : 101646-0
NYS Lab No. 10851

Client: QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Sample ID Number		3	5	12	12
Layer Number				1	2
Lab ID Number		2891288	2891289	2891290	2891290
Sample Location		Exterior, Roof "J", Field, Bottom Layer, On Metal Deck	Exterior, Roof "J", Field, 3rd Layer	Exterior, Roof, Facade	Exterior, Roof, Facade
Sample Description		Gypsum	Perlite	Brick and Mortar (Brick Layer)	Brick and Mortar (Mortar Layer)
Method of Quantification		Scanning Option	Scanning Option	Scanning Option	Scanning Option
Appearance	Layered	Yes	No	No	No
	Homogenous	No	No	No	No
	Fibrous	Yes	Yes	No	No
	Color	Gray/Brown	Brown	Red	Brown/Gray
Sample Treatment		Homogenized	Homogenized	Homogenized	Homogenized
Asbestos Content	% Amosite	ND	ND	ND	ND
	% Chrysotile	ND	ND	ND	ND
	% Other	ND	ND	ND	ND
	% Total Asbestos	ND	ND	ND	ND
Other Fibrous Materials Present	% Fibrous Glass	10.0	ND	ND	ND
	% Cellulose	15.0	35.0	ND	ND
	% Other	ND	ND	ND	ND
	% Unidentified	ND	ND	ND	ND
Non-Fibrous Materials Present	% Silicates	15.0	5.0	25.0	30.0
	% Carbonates	30.0	ND	ND	25.0
	% Other	ND	20.0 Perlite	ND	ND
	% Unidentified	30.0	40.0	75.0	45.0

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. ND = Not Detected. Reporting Limit is <1%.
Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
These Results Can Not Be Used To Claim That NOB Items Tested Are Non-Asbestos Containing. Overall Lab Accuracy ± 17%. Samples received in acceptable condition unless otherwise noted.
AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

Eastern Analytical Services, Inc.

Bulk Sample Results

RE: CPN 23-5131 - Putnam Northern Westchester BOCES - Pierre Van Cortland M.S. - ASB Roof Survey

Date Collected : 01/18/2023
Collected By : S. Talsma/J. Lopez
Date Received : 01/18/2023
Date Analyzed : 01/25/2023
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.1
NVLAP Lab Code : 101646-0
NYS Lab No. 10851

Client: QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Sample ID Number		13	13	16	18
Layer Number		1	2		
Lab ID Number		2891291	2891291	2891292	2891293
Sample Location		Exterior, Roof, Facade	Exterior, Roof, Facade	Exterior, Roof "I", Upper Gym Roof, Field, Bottom Layer, On Metal Deck	Exterior, Roof "I", Upper Gym Roof, Field, 3rd Layer
Sample Description		Brick and Mortar (Brick Layer)	Brick and Mortar (Mortar Layer)	Gypsum	Perlite
Method of Quantification		Scanning Option	Scanning Option	Scanning Option	Scanning Option
Appearance	Layered	No	No	Yes	Yes
	Homogenous	No	No	No	No
	Fibrous	No	No	Yes	Yes
	Color	Red	Brown/Gray	Gray/Brown	Brown/Black
Sample Treatment		Homogenized	Homogenized	Homogenized	Homogenized
Asbestos Content	% Amosite	ND	ND	ND	ND
	% Chrysotile	ND	ND	ND	ND
	% Other	ND	ND	ND	ND
	% Total Asbestos	ND	ND	ND	ND
Other Fibrous Materials Present	% Fibrous Glass	ND	ND	10.0	ND
	% Cellulose	ND	ND	10.0	30.0
	% Other	ND	ND	ND	ND
	% Unidentified	ND	ND	ND	ND
Non-Fibrous Materials Present	% Silicates	25.0	35.0	15.0	10.0
	% Carbonates	ND	25.0	30.0	ND
	% Other	ND	ND	ND	20.0 Perlite
	% Unidentified	75.0	40.0	35.0	40.0

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. ND = Not Detected. Reporting Limit is <1%.
Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
These Results Can Not Be Used To Claim That NOB Items Tested Are Non-Asbestos Containing. Overall Lab Accuracy ± 17%. Samples received in acceptable condition unless otherwise noted.
AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

Eastern Analytical Services, Inc.

Bulk Sample Results

RE: CPN 23-5131 - Putnam Northern Westchester BOCES - Pierre Van Cortland M.S. - ASB Roof Survey

Date Collected : 01/18/2023
Collected By : S. Talsma/J. Lopez
Date Received : 01/18/2023
Date Analyzed : 02/01/2023
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.6
NVLAP Lab Code : 101646-0
NYS Lab No. 10851

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Sample ID Number		1	2	4	6
Layer Number					
Lab ID Number		2891708	2891709	2891710	2891711
Sample Location		Exterior, Roof "J", Pitch Pocket	Exterior, Roof "J", Pitch Pocket	Exterior, Roof "J", Field, Fourth Layer	Exterior, Roof "J", Field, Second Layer
Sample Description		Tar	Tar	ISO Insulation	Tar Paper Vapor Barrier, Tar
Analytical Method		NOB Plm	NOB Plm	NOB Plm	NOB Plm
Appearance	Layered	No	No	No	No
	Homogenous	Yes	Yes	Yes	Yes
	Fibrous	No	No	No	No
	Color	Black	Black	Yellow	Black
Asbestos Content	% Amosite	ND	ND	ND	ND
	% Chrysotile	ND	ND	ND	ND
	% Other	ND	ND	ND	ND
	% Total Asbestos	ND	ND	ND	ND
Other Materials Present	% Organic	99.5	99.6	99.2	99.2
	% Carbonates	0.3	0.3	0.5	ND
	% Other Inorganic	0.2	0.1	0.3	0.8

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. Samples received in acceptable condition unless otherwise noted. ND = Not Detected.
Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
These Results Cannot Be Used To Claim That NOB Items Tested Are Non-Asbestos Containing (Unless "% Other Inorganic", As Reported Above, Is Less Than One Percent).
This method does not remove vermiculite and may underestimate the level of asbestos present in a sample containing greater than 10% vermiculite.
AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

Eastern Analytical Services, Inc.

Bulk Sample Results

RE: CPN 23-5131 - Putnam Northern Westchester BOCES - Pierre Van Cortland M.S. - ASB Roof Survey

Date Collected : 01/18/2023
Collected By : S. Talsma/J. Lopez
Date Received : 01/18/2023
Date Analyzed : 02/01/2023
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.6
NVLAP Lab Code : 101646-0
NYS Lab No. 10851

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Sample ID Number		7	8	9	10
Layer Number					
Lab ID Number		2891712	2891713	2891714	2891715
Sample Location		Exterior, Roof "J", Field, Top Layer	Exterior, Roof, Roof to Building, Bottom Layer, On Metal Flashing	Exterior, Roof, Roof to Building, Bottom Layer, On Metal Flashing	Exterior, Roof, Roof to Building, Termination Bar, On Metal
Sample Description		Rolled Roofing	Tar	Tar	Caulk
Analytical Method		NOB Plm	NOB Plm	NOB Plm	NOB Plm
Appearance	Layered	No	No	No	No
	Homogenous	Yes	Yes	Yes	Yes
	Fibrous	Yes	No	Yes	Yes
	Color	Black	Black	Black	Black
Asbestos Content	% Amosite	ND	ND	ND	ND
	% Chrysotile	ND	ND	ND	ND
	% Other	ND	ND	ND	ND
	% Total Asbestos	ND Inconclusive	ND Inconclusive	ND Inconclusive	ND
Other Materials Present	% Organic	68.6	53.2	51.0	99.8
	% Carbonates	26.3	44.9	43.1	0.1
	% Other Inorganic	5.1	1.9	5.9	0.1

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. Samples received in acceptable condition unless otherwise noted. ND = Not Detected. Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
These Results Cannot Be Used To Claim That NOB Items Tested Are Non-Asbestos Containing (Unless "% Other Inorganic", As Reported Above, Is Less Than One Percent).
This method does not remove vermiculite and may underestimate the level of asbestos present in a sample containing greater than 10% vermiculite.
AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

Eastern Analytical Services, Inc.

Bulk Sample Results

RE: CPN 23-5131 - Putnam Northern Westchester BOCES - Pierre Van Cortland M.S. - ASB Roof Survey

Date Collected : 01/18/2023
Collected By : S. Talsma/J. Lopez
Date Received : 01/18/2023
Date Analyzed : 02/01/2023
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.6
NVLAP Lab Code : 101646-0
NYS Lab No. 10851

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Sample ID Number		11	14	15	17
Layer Number					
Lab ID Number		2891716	2891717	2891718	2891719
Sample Location		Exterior, Roof, Roof to Building, Termination Bar, On Metal	Exterior, Pitched Roof, Bottom Layer, On Wood	Exterior, Pitched Roof, Bottom Layer, On Wood	Exterior, Roof "I", Upper Gym Roof, Field, Fourth Layer
Sample Description		Caulk	Vapor Barrier	Vapor Barrier	ISO Insulation
Analytical Method		NOB Plm	NOB Plm	NOB Plm	NOB Plm
Appearance	Layered	No	No	No	No
	Homogenous	Yes	Yes	Yes	Yes
	Fibrous	Yes	Yes	Yes	No
	Color	Black	Black	Black	Yellow
Asbestos Content	% Amosite	ND	ND	ND	ND
	% Chrysotile	ND	ND	ND	ND
	% Other	ND	ND	ND	ND
	% Total Asbestos	ND	ND Inconclusive	ND Inconclusive	ND
Other Materials Present	% Organic	98.9	78.4	77.5	99.2
	% Carbonates	0.5	17.6	17.5	0.5
	% Other Inorganic	0.6	4.0	5.0	0.3

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. Samples received in acceptable condition unless otherwise noted. ND = Not Detected.
Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
These Results Cannot Be Used To Claim That NOB Items Tested Are Non-Asbestos Containing (Unless "% Other Inorganic", As Reported Above, Is Less Than One Percent).
This method does not remove vermiculite and may underestimate the level of asbestos present in a sample containing greater than 10% vermiculite.
AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

Eastern Analytical Services, Inc.

Bulk Sample Results

RE: CPN 23-5131 - Putnam Northern Westchester BOCES - Pierre Van Cortland M.S. - ASB Roof Survey

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Date Collected : 01/18/2023
Collected By : S. Talsma/J. Lopez
Date Received : 01/18/2023
Date Analyzed : 02/01/2023
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.6
NVLAP Lab Code : 101646-0
NYS Lab No. 10851

Sample ID Number		19	20
Layer Number			
Lab ID Number		2891720	2891721
Sample Location		Exterior, Roof "I", Upper Gym Roof, Field, Second Layer	Exterior, Roof "I", Upper Gym Roof, Field, Top Layer
Sample Description		Tar Paper Vapor Barrier, Tar	Rolled Roofing
Analytical Method		NOB Plm	NOB Plm
Appearance	Layered	No	Yes
	Homogenous	Yes	No
	Fibrous	Yes	Yes
	Color	Black	Gray/Black
Asbestos Content	% Amosite	ND	ND
	% Chrysotile	ND	ND
	% Other	ND	ND
	% Total Asbestos	ND Inconclusive	ND Inconclusive
Other Materials Present	% Organic	62.0	66.5
	% Carbonates	25.0	22.4
	% Other Inorganic	13.0	11.1

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. Samples received in acceptable condition unless otherwise noted. ND = Not Detected.
Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
These Results Cannot Be Used To Claim That NOB Items Tested Are Non-Asbestos Containing (Unless "% Other Inorganic", As Reported Above, Is Less Than One Percent).
This method does not remove vermiculite and may underestimate the level of asbestos present in a sample containing greater than 10% vermiculite.
AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

Eastern Analytical Services, Inc.

Bulk Sample Results

RE: CPN 23-5131 - Putnam Northern Westchester BOCES - Pierre Van Cortland M.S. - ASB Roof Survey

Date Collected : 01/18/2023
Collected By : S. Talsma/J. Lopez
Date Received : 01/18/2023
Date Analyzed : 02/02/2023
Analyzed By : Fahrudin Lalic
Signature :
Analytical Method : NYS-DOH 198.4
NVLAP Lab Code : 101646-0
NYS Lab No. 10851

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Sample ID Number		7	8	9	14
Layer Number					
Lab ID Number		2891712	2891713	2891714	2891717
Sample Location		Exterior, Roof "J", Field, Top Layer	Exterior, Roof, Roof to Building, Bottom Layer, On Metal Flashing	Exterior, Roof, Roof to Building, Bottom Layer, On Metal Flashing	Exterior, Pitched Roof, Bottom Layer, On Wood
Sample Description		Rolled Roofing	Tar	Tar	Vapor Barrier
Analytical Method		NOB Tem	NOB Tem	NOB Tem	NOB Tem
Appearance	Layered	No	No	No	No
	Homogenous	Yes	Yes	Yes	Yes
	Fibrous	Yes	No	Yes	Yes
	Color	Black	Black	Black	Black
Asbestos Content	% Amosite	ND	ND	ND	ND
	% Chrysotile	ND	ND	ND	ND
	% Other	ND	ND	ND	ND
	% Total Asbestos	ND	ND	ND	ND
Other Materials Present	% Organic	68.6	53.2	51.0	78.4
	% Carbonates	26.3	44.9	43.1	17.6
	% Other Inorganic	5.1	1.9	5.9	4.0

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. Samples received in acceptable condition unless otherwise noted. ND = Not Detected. Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

Eastern Analytical Services, Inc.

Bulk Sample Results

RE: CPN 23-5131 - Putnam Northern Westchester BOCES - Pierre Van Cortland M.S. - ASB Roof Survey

Date Collected : 01/18/2023
Collected By : S. Talsma/J. Lopez
Date Received : 01/18/2023
Date Analyzed : 02/02/2023
Analyzed By : Fahrudin Lalic
Signature :
Analytical Method : NYS-DOH 198.4
NVLAP Lab Code : 101646-0
NYS Lab No. 10851

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Sample ID Number		15	19	20
Layer Number				
Lab ID Number		2891718	2891720	2891721
Sample Location		Exterior, Pitched Roof, Bottom Layer, On Wood	Exterior, Roof "I", Upper Gym Roof, Field, Second Layer	Exterior, Roof "I", Upper Gym Roof, Field, Top Layer
Sample Description		Vapor Barrier	Tar Paper Vapor Barrier, Tar	Rolled Roofing
Analytical Method		NOB Tem	NOB Tem	NOB Tem
Appearance	Layered	No	No	Yes
	Homogenous	Yes	Yes	No
	Fibrous	Yes	Yes	Yes
	Color	Black	Black	Gray/Black
Asbestos Content	% Amosite	ND	ND	ND
	% Chrysotile	ND	ND	ND
	% Other	ND	ND	ND
	% Total Asbestos	ND	ND	ND
Other Materials Present	% Organic	77.5	62.0	66.5
	% Carbonates	17.5	25.0	22.4
	% Other Inorganic	5.0	13.0	11.1

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. Samples received in acceptable condition unless otherwise noted. ND = Not Detected.
Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

Quality Environmental Solutions and Technologies, Inc.
Bulk Sample Chain of Custody

CLIENT: **Putnam Northern Westchester BOCES**

SAMPLED BY: **S. Talsma/J. Lopez**

ADDRESS: **200 BOCES Drive**
Yorktown, NY 10598

DATE SAMPLED: **18-Jan-23**

CONTACT: **Cynthia Braden**

ANALYSIS METHOD: **PLM/PLM-NOB/QTEM**

PROJECT ID: **Pierre Van Cortland M.S. - ASB Roof Survey**

TURN-AROUND TIME: **5 DAYS**

PROJECT # : **22-5131**

Sample	HM#	Floor	Space Name/ID #	Location	Material
1	54	Exterior	Roof "J"	Pitch Pocket	Tar
2	54	Exterior	Roof "J"	Pitch Pocket	Tar
2891288 3	52	Exterior	Roof "J"	Field, Bottom Layer, On Metal Deck	Gypsum
4	89	Exterior	Roof "J"	Field, Fourth Layer	ISO Insulation
2891289 5	90	Exterior	Roof "J"	Field, Third Layer	Perlite
6	88/54	Exterior	Roof "J"	Field, Second Layer	Tar Paper Vapor Barrier, Tar
7	93	Exterior	Roof "J"	Field, Top Layer	Rolled Roofing
8	70	Exterior	Roof	Roof to Building, Bottom Layer, On Metal Flashing	Tar
9	70	Exterior	Roof	Roof to Building, Bottom Layer, On Metal Flashing	Tar
10	8	Exterior	Roof	Roof to Building, Termination Bar, On Metal	Caulk
11	8	Exterior	Roof	Roof to Building, Termination Bar, On Metal	Caulk
2891290 12	68	Exterior	Roof	Façade	Brick and Mortar
2891291 13	68	Exterior	Roof	Façade	Brick and Mortar
14	109	Exterior	Pitched Roof	Bottom Layer, On Wood	Vapor Barrier
15	109	Exterior	Pitched Roof	Bottom Layer, On Wood	Vapor Barrier

Comments: _____

SUBMITTED BY: _____

DATE: 18 JAN 2023

RECEIVED BY: _____

JAN 18 '23 18:17

DATE: _____

Quality Environmental Solutions and Technologies, Inc.
Bulk Sample Chain of Custody

CLIENT: **Putnam Northern Westchester BOCES**

SAMPLED BY: **S. Talsma/J. Lopez**

ADDRESS: **200 BOCES Drive**
Yorktown, NY 10598

DATE SAMPLED: **18-Jan-23**

CONTACT: **Cynthia Braden**

ANALYSIS METHOD: **PLM/PLM-NOB/QTEM**

PROJECT ID: **Pierre Van Cortland M.S. - ASB Roof Survey**

TURN-AROUND TIME: **5 DAYS**

PROJECT # : **22-5131**

Sample	HM#	Floor	Space Name/ID #	Location	Material
2891292 16	52	Exterior	Roof "I"	Upper Gym Roof, Field, Bottom Layer, On Metal Deck	Gypsum
17	89	Exterior	Roof "I"	Upper Gym Roof, Field, Fourth Layer	ISO Insulation
2891293 18	90	Exterior	Roof "I"	Upper Gym Roof, Field, Third Layer	Perlite
19	88/54	Exterior	Roof "I"	Upper Gym Roof, Field, Second Layer	Tar Paper Vapor Barrier, Tar
20	93	Exterior	Roof "I"	Upper Gym Roof, Field, Top Layer	Rolled Roofing

Comments: _____

SUBMITTED BY: _____ DATE: 18JAN2023

RECEIVED BY: _____ DATE: JAN 18'23 18:18

Appendix C:

PERSONNEL LICENSES & CERTIFICATIONS

NEW YORK STATE

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE ("MWBE")

CERTIFICATION

Empire State Development's Division of Minority and Women's Business Development grants a

Women Business Enterprise (WBE)

pursuant to New York State Executive Law, Article 15-A to:

Quality Environmental Solutions & Technologies Inc.

Certification Awarded on: March 28, 2019
Expiration Date: March 28, 2024
File ID#: WBE- 49952

NEW YORK STATE OF OPPORTUNITY. Division of Minority and Women's Business Development

A Division of Empire State Development

WE ARE YOUR DOL

NEW YORK STATE | Department of Labor

DIVISION OF SAFETY & HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BLDG. 12, ALBANY, NY 12226

ASBESTOS HANDLING LICENSE

Quality Environmental Solutions & Technologies, Inc.
1376 Route 9, Wappinger Falls, NY, 12590

License Number: 29085
License Class: RESTRICTED
Date of Issue: 01/06/2023
Expiration Date: 01/31/2024
Duly Authorized Representative: Lawrence J Holzapfel

This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

This license is valid only for the contractor named above and this license or a photocopy must be prominently displayed at the asbestos project worksite. This license verifies that all persons employed by the licensee on an asbestos project in New York State have been issued an Asbestos Certificate, appropriate for the type of work they perform, by the New York State Department of Labor.

Amy Phillips, Director
For the Commissioner of Labor

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER

Expires 12:01 AM April 01, 2023
Issued April 01, 2022

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

MR. PAUL STASCAVAGE
EAS INC - EASTERN ANALYTICAL SERVICES INC
4 WESTCHESTER PLAZA
ELMSFORD, NY 10523-1610

NY Lab Id No: 10851

is hereby APPROVED as an Environmental Laboratory for the category
ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE
All approved subcategories and/or analytes are listed below:

Miscellaneous

Asbestos in Friable Material	Item 198.1 of Manual
	EPA 600/M4/82/020
Asbestos in Non-Friable Material-PLM	Item 198.6 of Manual (NOB by PLM)
Asbestos in Non-Friable Material-TEM	Item 198.4 of Manual
Asbestos-Vermiculite-Containing Material	Item 198.8 of Manual
Lead in Dust Wipes	EPA 7000B
Lead in Paint	EPA 7000B

Sample Preparation Methods

	EPA 3050B

Serial No.: 64479

Property of the New York State Department of Health. Certificates are valid only at the address shown, must be conspicuously posted, and are printed on secure paper. Continued accreditation depends on successful ongoing participation in the Program. Consumers are urged to call (518) 485-5570 to verify the laboratory's accreditation status.

STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE

N.Y.S



SHANNON D TALSMA
CLASS(EXPIRES)
C ATEC(10/23) D INSP(10/23)
H PM (10/23)

CERT# 16-07559
DMV# 963348232

MUST BE CARRIED ON ASBESTOS PROJECTS

01213 006597213 59

EYES GRN
HAIR BLN
HGT 6' 00"

IF FOUND RETURN TO:
NYSDOL - L&C UNIT
ROOM 161A BUILDING 12
STATE OFFICE CAMPUS
ALBANY NY 12240

OSHA
Occupational Safety and Health Administration

12-006010504

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:

Shannon D. Talsma

David Veit — Trainer Name

04/22/2016 — Date of Issue

Atlantic OSHA Training Center
An OSHA Training Institute Education Center

732.235.9450
aotc.sph.rutgers.edu

OSHA recommends Outreach Training Courses as an orientation to occupational safety and health for workers. Participation is voluntary. Workers must receive additional training on specific hazards of their job. This course completion card does not expire.

Use or distribution of this card for fraudulent purposes, including false claims of having received training, may result in prosecution under 18 U.S.C. 1001. Potential penalties include substantial criminal fines, imprisonment up to 5 years, or both.

To verify this training, scan the QR code with your mobile device.

Rev. 1/2016

STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE

N.Y.S



JESSICA E LOPEZ
CLASS(EXPIRES)
C ATEC(06/23) D INSP(06/24)
H PM (06/23)

CERT# 22-08821
DMV# 262028351

MUST BE CARRIED ON ASBESTOS PROJECTS

01213 006603325 92

EYES BRO
HAIR BRO
HGT 5' 04"

IF FOUND RETURN TO:
NYSDOL - L&C UNIT
ROOM 161A BUILDING 12
STATE OFFICE CAMPUS
ALBANY NY 12240

OSHA
Occupational Safety and Health Administration

20-006275724

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:

Jessica Lopez

Robert Serino	6/28/2022
Trainer Name	Date Issued

OSHA Training Institute Education Centers®
University of South Florida

813-974-2284
usfotiec-cards@usf.edu

OSHA recommends Outreach Training Courses as an orientation to occupational safety and health for workers. Participation is voluntary. Workers must receive additional training on specific hazards of their job. This course completion card does not expire.

Use or distribution of this card for fraudulent purposes, including false claims of having received training, may result in prosecution under 18 U.S.C. 1001. Potential penalties include substantial criminal fines, imprisonment up to 5 years, or both.

To verify this training scan the QR code with your mobile device.

Rev. 1/2016

QuES&T
Quality Environmental Solutions & Technologies, Inc.

PRE-RENOVATION SURVEY REPORT
FOR
ASBESTOS-CONTAINING MATERIALS (ACM)

Prepared for:

CROTON-HARMON UFSD
10 Gerstein Street
Croton-on-Hudson, NY 10520

at:

CARRIE E. TOMPKINS ELEMENTARY SCHOOL
8 Gerstein Street
CROTON-ON-HUDSON, NY 10520

February 28, 2023

QuES&T Project #23-5131

1376 Route 9, Wappingers Falls, NY 12590 Phone (845) 298-6031 Fax (845) 298-6251
NYS MWBD MBE Cert # 49952-2006 NYSUCP DBE Certified NJUCP DBE Certified www.Qualityenv.com

QuES&T

Quality Environmental Solutions & Technologies, Inc.

CROTON-HARMON UFSD
10 Gerstein
Croton-on-Hudson, NY 10520

ATTN: Paul Gibbons
Via E-mail: paul.gibbons@chufsd.org

Re: Carrie E. Tompkins Elementary School
Pre-Renovation Asbestos Roof Inspection
QuES&T Project #23-5131

Dear Mr. Gibbons,

Attached is the Pre-Renovation Inspection Report for Asbestos-containing Materials (ACM) identified throughout interior areas included within the above-referenced location(s) by **Qu**ality **E**nvironmental **S**olutions **& T**echnologies, Inc. **(QuES&T)**. The inspection included visual assessment and representative sampling for the detection of ACM in compliance with the requirements of Title 12 NYCRR Part 56-5.1.

The attached report summarizes the inspection protocol and inspection results for your review. **QuES&T** believes this report accurately reflects the material condition existing in the functional spaces at the time of our inspection.

Should you wish to discuss this matter further or require additional information concerning this submittal, please contact us at (845) 298-6031. **QuES&T** appreciates the opportunity to assist Croton-Harmon UFSD in the environmental services area.

Sincerely,



Shannon D. Talsma
Field & Technical Services
NYS/AHERA Inspector/Project Monitor
Cert. #AH 16-07559
Niton-Certified XRF Technician
stalsma@qualityenv.com

Cc: QuES&T File
Cc: lgoldstein@qualityenv.com

TABLE OF CONTENTS

I.	**Introduction**	**Page 1**
II.	**Inspection Summary**	**Page 2**
III.	**Identified Asbestos-containing Materials (ACM)**	**Page 2**
IV.	**General Discussion**	**Page 3**
V.	**Abatement Required**	**Page 3 - 4**
VI.	**Disclaimers**	**Page 4**

Appendix A	**ACM Location Drawings**
Appendix B	**Results**
Appendix C	**Personnel Licenses & Certifications**

I. INTRODUCTION:

Quality **E**nvironmental **S**olutions **& T**echnologies, Inc. **(QuES&T)** performed a Pre-Renovation Asbestos Survey, in conformance with Title 12 NYCRR Part 56-5.1, on January 23, 2023 for Croton-Harmon UFSD in support of the planned renovation of Carrie E. Tompkins, 8 Gerstein Street, Croton-On-Hudson, NY 10520. The survey included a visual inspection / assessment for Presumed Asbestos-containing Materials (PACM) and suspect miscellaneous Asbestos-containing Materials (ACM) throughout accessible exterior locations to be affected by future renovation activities.

QuES&T established functional spaces based either on physical barriers (i.e., walls, doors, etc.) or homogeneity of material. Within each functional space identified, a visual inspection was performed using reasonable care and judgment, to identify and assess location, quantity, friability, and condition of all accessible installed ACM building materials observed at the affected portion of the building/structure.

Limited localized demolition of building surfaces was performed, as part of this survey, to access concealed surfaces. No disassembly of installed equipment was conducted as part of this inspection. ACM concealed within structural components and equipment interiors or that is accessible only through extensive mechanical or structural demolition may not have been identified as part of this survey. When any construction activity, such as demolition, remodeling, renovation, or repair work, reveals PACM or suspect miscellaneous ACM that has not been identified, as part of this survey, all construction activities shall cease in the affected area.

The survey included both visual inspection of accessible spaces and representative sampling of suspect building materials for ACM. Samples collected were analyzed by a laboratory approved under the New York State Department of Health Environmental Laboratory Approval Program (NYSDOH ELAP). Samples were analyzed in the laboratory by Polarized Light Microscopy (PLM), Polarized Light Microscopy-NOB (PLM-NOB) and/or Quantitative Transmission Electron Microscopy (QTEM), as required. Sample collection and laboratory analysis were conducted in compliance with the requirements of Title 12 NYCRR Part 56-5.1, 29 CFR 1926.1101 and standard EPA & OSHA accepted methods. Samples consisting of multiple layers were separated and analyzed independently in the laboratory.

Certified **QuES&T** personnel (Appendix D), Mr. Shannon Talsma (AH 16-07559) performed visual assessments throughout interior and exterior construction areas. A total of twenty-one **(21)**samples/layers of installed and accessible suspect building materials were analyzed by a laboratory approved under the NYSDOH ELAP. Seven **(7)** samples/layers were analyzed using Polarized Light Microscopy (PLM) for friable materials; eight **(8)** samples/layers were analyzed using Polarized Light Microscopy (PLM-NOB) for non-friable organically bound materials; and six **(6)** samples/layers were analyzed by Confirmatory-QTEM following negative-determinations using PLM-NOB protocols.

II. INSPECTION SUMMARY:

A visual inspection was performed, and homogenous material types were established based on appearance, color, and texture. The findings presented in this report are based upon reasonably available information and observed site conditions at the time the assessment was performed. The findings and conclusions of this report are not meant to be indicative of future conditions at the site and does not warrant against conditions that were not evident from visual observations or historical information obtained from others.

Representative bulk sampling was performed on suspect building materials for laboratory analysis using PLM, PLM-NOB, and/or QTEM. The following is a summary of installed building materials sampled:

- Wall Materials – Stucco, Brick, Mortar.
- Roofing Materials – Rolled Roofing, Tar, Tar Paper Vapor Barrier, Fiberboard, Isofoam, Gypsum, Perlite.
- Miscellaneous Materials – Caulk.

III. IDENTIFIED ASBESTOS-CONTAINING MATERIALS (ACM):

IDENTIFIED ACM
CARRIE E. TOMPKINS ELEMENTARY SCHOOL
8 GERSTEIN STREET
CROTON-ON-HUDSON, NY 10520
(Refer to Appendix A for details)

KEY: **ACM** = Materials containing greater than 1% of asbestos;
LF = Linear Feet; **SF** = Square Feet; **PACM** = Presumed Asbestos-containing Materials;
Friable = ACM capable of being released into air, and which can be crumbled, pulverized, powdered, crushed, or exposed by hand-pressure.

Location	Material	Approximate Quantity	Friable?	Condition
ROOF "E"				
***** No Asbestos-Containing Materials (ACM) Detected Within Scope of Work *****				

IV. GENERAL DISCUSSION:

All construction personnel as well as individuals who have access to locations where asbestos containing materials (ACM) exists should be informed of its presence and the proper work practices in these areas. Conspicuous labeling of all ACM is suggested to ensure personnel are adequately informed. Personnel should be informed not to rest, lean, or store material or equipment on or near these surfaces and not to cut, saw, drill, sand or disturb ACM. All removal, disturbance, and repair of ACM should be performed in compliance with Title 12 NYCRR Part 56 by persons properly trained to handle ACM. Facility custodial and maintenance personnel should receive training commensurate with their work activities; as defined in 29 CFR 1910.1001.

The findings presented in this report are based upon reasonably available information and observed site conditions at the time the assessment was performed. Conditions may have changed since that time and the findings and conclusions of this report are not meant to be indicative of future conditions at the Site. This report does not warrant against conditions that were not evident from visual observations or historical information obtained, or conditions that could only be determined by physical sampling or other intrusive investigation techniques that are outside the proposed scope of work.

V. ABATEMENT REQUIRED:

As specified in Title 12 NYCRR Part 56-5.1 (h) and (i), "If the building/structure asbestos survey finds that the portion of the building/structure to be demolished, renovated, remodeled, or have repair work contains ACM, PACM, suspect miscellaneous ACM assumed to be ACM, or asbestos material, which is impacted by the work, the owner or the owner's agent shall conduct, or cause to have conducted, asbestos removal performed by a licensed asbestos abatement contractor in conformance with all standards set forth in this Part. All ACM, PACM, suspect miscellaneous ACM assumed to be ACM, or asbestos material impacted by the demolition, renovation, remodeling, or repair project shall be removed as per this Part, prior to access or disturbance by other uncertified trades or personnel. No demolition, renovation, remodeling or repair work shall be commenced by any owner or the owner's agent prior to the completion of the asbestos abatement in accordance with the notification requirements of this Part…All building/structure owners and asbestos abatement contractors on a demolition, renovation, remodeling, or repair project, which includes work covered by this part, shall inform all trades on the work site about PACM, ACM, asbestos material and suspect miscellaneous ACM…Bids may be advertised and contracts awarded for demolition, remodeling, renovation, or repair work, but no work on the current intermediate portion of the project shall commence on the demolition, renovation, remodeling or repair work by any owner or agent prior to completion of all necessary asbestos abatement work for the current intermediate portion of the entire project, in conformance with all standards set forth in this Part."

Prior to conducting demolition or construction work at the building, all ACM affected/impacted by such activities shall be removed utilizing a licensed asbestos abatement contractor and NYSDOL/EPA/NYC certified personnel prior to construction/demolition activities. All work conducted should be in accordance with all legal requirements, including but not limited to U.S. Environmental Protection Agency (EPA) National Emissions Standards for Hazardous Air Pollutants (NESHAP) [40 CFR Part 61], New York State Industrial Code Rule 56 Asbestos Regulations (ICR 56) and Chapter 1 of Title 15 of the Rules of the City of New York Regulations, as applicable. Advance notification of the asbestos project to the USEPA, NYSDOL, and NYCDEP may be required.

All suspect building materials not sampled during this survey should be considered ACM until these materials are sampled and analyzed for ACM in the laboratory. Concealed ACM: In addition to the ACMs identified at the site, there is a possibility that concealed ACM may exist at the subject facility. As such, if any concealed suspect ACM is encountered during future construction related activities, the work should immediately stop. Prior to resuming the work, the suspect ACM should either be 1) Sampled by an appropriately certified asbestos professional and submitted to an Approved NYSDOH ELAP laboratory for asbestos analysis or 2) Presumed to be ACM (PACM) and removed by a licensed asbestos abatement contractor for disposal in accordance with all applicable regulations.

VI. DISCLAIMERS

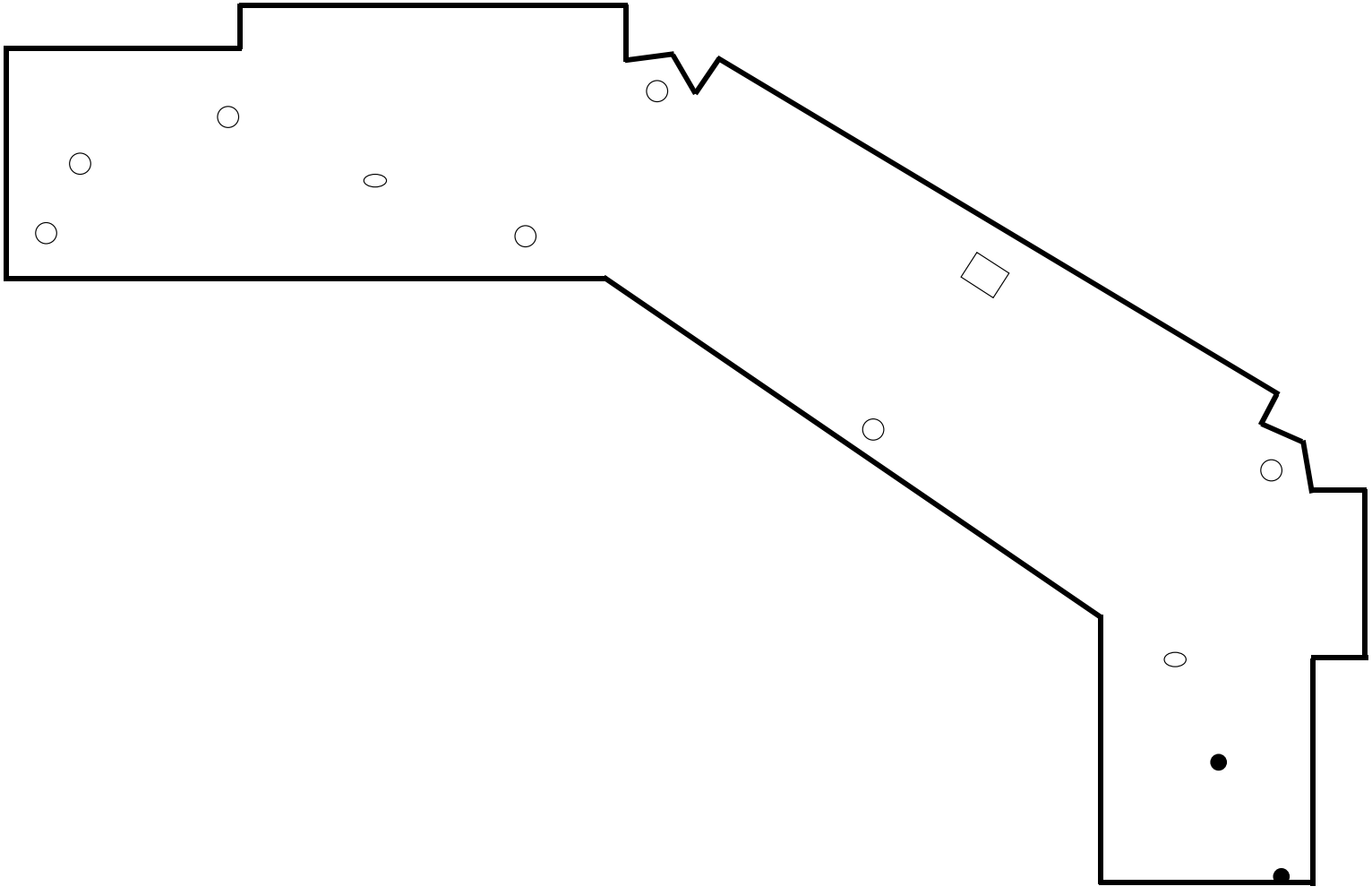
It should be noted that the information contained within this report is based solely upon site observations and the results of laboratory analysis for samples collected by **QuES&T.** These observations and results are time dependent, subject to changing site conditions and revisions to Federal, State and Local regulations. **QuES&T** warrants that these findings have been promulgated after being prepared in general accordance with generally accepted practices in the abatement industries. **QuES&T** also recognizes that inspection laboratory data is not usually sufficient to make all abatement and management decisions.

Due to the potential for concealed Asbestos-containing Materials (ACM) or other regulated materials, this report should not be construed to represent all ACM or regulated materials within the site(s). All quantities of ACM or other regulated materials identified, and all dimensions listed within this report are approximate and should be verified On-site.

This inspection report is not intended to be used as the sole basis for soliciting pricing for asbestos abatement. An abatement plan, specification, drawing and/or Variances should be developed to identify scope, timing, phasing, and remediation means & methods for any asbestos project. The Linear and/or Square Footages (LF / SF) listed within this Report are only approximates. Abatement Contractor(s) are required to visit the building(s) in order to take actual field measurements within each listed location.

Appendix A:

ACM LOCATION DRAWINGS



SAMPLE LOCATION KEY	
●	Sample Location (Non-ACM)
●	Sample Location (ACM)

Drawing Not to Scale

This Drawing is not intended to be used as the sole basis for soliciting pricing for asbestos abatement. An abatement plan, specification, drawing and/or variances should be developed to identify scope, timing, phasing and remediation means & methods for any asbestos project.

Date: 23FEB2023	Version # 1
Issued For: Asbestos Survey	
QuES&T Project # : 23-5131	
Project Manager: LG	**Prepared By:** SDT

QuES&T

Quality Environmental
Solutions & Technologies, Inc.
1376 Route 9
Wappingers Falls, NY 12590
Phone: (845) 298- 6031
Fax: (845) 298-6251

CLIENT

Croton Harmon UFSD
10 Gerstein Steet
Croton-On-Hudson, NY 10520

PROJECT LOCATION

Carrie E. Tompkins Elementary School
8 Gerstein Street
Croton-On-Hudson, NY 10520

ROOF "E"
SAMPLE LOCATIONS

SL-01

Appendix B:

RESULTS

Eastern Analytical Services, Inc.

Bulk Sample Results

RE: CPN 23-5131 - Putnam Northern Westchester at Croton UFSD - Roof Asbestos Inspection - Carrie E. Tompkins Elementary School

Date Collected : 02/20/2023
Collected By : S. Talsma
Date Received : 02/20/2023
Date Analyzed : 02/22/2023
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.1
NVLAP Lab Code : 101646-0
NYS Lab No. 10851

Client: QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Sample ID Number		1	2	7	8
Layer Number					
Lab ID Number		2896920	2896921	2896922	2896923
Sample Location		Roof, Roof "E", Field, Bottom Layer, On Metal Deck	Roof, Roof "E", Perimeter, Bottom Layer, On Metal Deck	Roof, Roof "E", Field, Third Layer	Roof, Roof "E", Perimeter, Third Layer
Sample Description		Gypsum	Gypsum	Perlite	Perlite
Method of Quantification		Scanning Option	Scanning Option	Scanning Option	Scanning Option
Appearance	Layered	Yes	Yes	No	No
	Homogenous	No	No	No	No
	Fibrous	Yes	Yes	Yes	Yes
	Color	Gray/White	Gray/White	Brown	Brown
Sample Treatment		Homogenized	Homogenized	Homogenized	Homogenized
Asbestos Content	% Amosite	ND	ND	ND	ND
	% Chrysotile	ND	ND	ND	ND
	% Other	ND	ND	ND	ND
	% Total Asbestos	ND	ND	ND	ND
Other Fibrous Materials Present	% Fibrous Glass	15.0	20.0	ND	ND
	% Cellulose	ND	ND	30.0	30.0
	% Other	ND	ND	ND	ND
	% Unidentified	ND	ND	ND	ND
Non-Fibrous Materials Present	% Silicates	15.0	15.0	5.0	10.0
	% Carbonates	30.0	30.0	ND	ND
	% Other	ND	ND	20.0 Perlite	20.0 Perlite
	% Unidentified	40.0	35.0	45.0	40.0

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. ND = Not Detected. Reporting Limit is <1%.
Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
These Results Can Not Be Used To Claim That NOB Items Tested Are Non-Asbestos Containing. Overall Lab Accuracy ± 17%. Samples received in acceptable condition unless otherwise noted.
AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

Eastern Analytical Services, Inc.

Bulk Sample Results

RE: CPN 23-5131 - Putnam Northern Westchester at Croton UFSD - Roof Asbestos Inspection - Carrie E. Tompkins Elementary School

Date Collected : 02/20/2023
Collected By : S. Talsma
Date Received : 02/20/2023
Date Analyzed : 02/22/2023
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.1
NVLAP Lab Code : 101646-0
NYS Lab No. 10851

Client: QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Sample ID Number		13	14	15
Layer Number				
Lab ID Number		2896924	2896925	2896926
Sample Location		Roof, Roof "E", Perimeter, Behind Flashing	Roof, Roof "E", Perimeter, Behind Flashing	Roof, Roof "E", Perimeter, Behind Flashing
Sample Description		Stucco	Stucco	Stucco
Method of Quantification		Scanning Option	Scanning Option	Scanning Option
Appearance	Layered	No	No	No
	Homogenous	No	No	No
	Fibrous	No	No	No
	Color	Red/Gray	Red/Gray	Red/Gray
Sample Treatment		Homogenized	Homogenized	Homogenized
Asbestos Content	% Amosite	ND	ND	ND
	% Chrysotile	ND	ND	ND
	% Other	ND	ND	ND
	% Total Asbestos	ND	ND	ND
Other Fibrous Materials Present	% Fibrous Glass	ND	ND	ND
	% Cellulose	ND	ND	ND
	% Other	ND	ND	ND
	% Unidentified	ND	ND	ND
Non-Fibrous Materials Present	% Silicates	30.0	25.0	30.0
	% Carbonates	10.0	10.0	10.0
	% Other	ND	ND	ND
	% Unidentified	60.0	65.0	60.0

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. ND = Not Detected. Reporting Limit is <1%.
Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
These Results Can Not Be Used To Claim That NOB Items Tested Are Non-Asbestos Containing. Overall Lab Accuracy ± 17%. Samples received in acceptable condition unless otherwise noted.
AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

Eastern Analytical Services, Inc.

Bulk Sample Results

RE: CPN 23-5131 - Putnam Northern Westchester at Croton UFSD - Roof Asbestos Inspection - Carrie E. Tompkins Elementary School

Date Collected : 02/20/2023
Collected By : S. Talsma
Date Received : 02/20/2023
Date Analyzed : 03/01/2023
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.6
NVLAP Lab Code : 101646-0
NYS Lab No. 10851

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Sample ID Number		3	4	5	6
Layer Number					
Lab ID Number		2898031	2898032	2898033	2898034
Sample Location		Roof, Roof "E", Field, Fifth Layer, On ISO Foam	Roof, Roof "E", Perimeter, Fifth Layer, On ISO Foam	Roof, Roof "E", Field, Fourth Layer	Roof, Roof "E", Perimeter, Fourth Layer
Sample Description		Tar	Tar	ISO Foam	ISO Foam
Analytical Method		NOB Plm	NOB Plm	NOB Plm	NOB Plm
Appearance	Layered	Yes	Yes	Yes	Yes
	Homogenous	No	No	No	No
	Fibrous	Yes	Yes	Yes	Yes
	Color	Yellow/Black/Tan	Yellow/Black	Yellow/Black	Yellow/Black
Asbestos Content	% Amosite	ND	ND	ND	ND
	% Chrysotile	ND	ND	ND	ND
	% Other	ND	ND	ND	ND
	% Total Asbestos	ND Inconclusive	ND Inconclusive	ND	ND
Other Materials Present	% Organic	98.3	94.6	98.4	96.3
	% Carbonates	0.1	0.2	1.0	2.8
	% Other Inorganic	1.6	5.2	0.6	0.9

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. Samples received in acceptable condition unless otherwise noted. ND = Not Detected. Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
These Results Cannot Be Used To Claim That NOB Items Tested Are Non-Asbestos Containing (Unless "% Other Inorganic", As Reported Above, Is Less Than One Percent).
This method does not remove vermiculite and may underestimate the level of asbestos present in a sample containing greater than 10% vermiculite.
AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

Eastern Analytical Services, Inc.

Bulk Sample Results

RE: CPN 23-5131 - Putnam Northern Westchester at Croton UFSD - Roof Asbestos Inspection - Carrie E. Tompkins Elementary School

Date Collected : 02/20/2023
Collected By : S. Talsma
Date Received : 02/20/2023
Date Analyzed : 03/01/2023
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.6
NVLAP Lab Code : 101646-0
NYS Lab No. 10851

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Sample ID Number		9	10	11	12
Layer Number					
Lab ID Number		2898035	2898036	2898037	2898038
Sample Location		Roof, Roof "E", Field, Second Layer, On Perlite	Roof, Roof "E", Perimeter, Second Layer, On Perlite	Roof, Roof "E", Field, Top Layer	Roof, Roof "E", Perimeter, Top Layer
Sample Description		Tar Paper Vapor Barrier and Tar (Inseparable Layers)	Tar Paper Vapor Barrier and Tar (Inseparable Layers)	Rolled Roofing	Rolled Roofing
Analytical Method		NOB Plm	NOB Plm	NOB Plm	NOB Plm
Appearance	Layered	Yes	Yes	Yes	Yes
	Homogenous	No	No	No	No
	Fibrous	Yes	Yes	Yes	Yes
	Color	Black	Black	Gray/Black	Gray/Black
Asbestos Content	% Amosite	ND	ND	ND	ND
	% Chrysotile	ND	ND	ND	ND
	% Other	ND	ND	ND	ND
	% Total Asbestos	ND Inconclusive	ND Inconclusive	ND Inconclusive	ND Inconclusive
Other Materials Present	% Organic	68.9	65.4	64.6	63.2
	% Carbonates	20.6	25.5	24.1	22.3
	% Other Inorganic	10.5	9.1	11.3	14.5

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. Samples received in acceptable condition unless otherwise noted. ND = Not Detected.
Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
These Results Cannot Be Used To Claim That NOB Items Tested Are Non-Asbestos Containing (Unless "% Other Inorganic", As Reported Above, Is Less Than One Percent).
This method does not remove vermiculite and may underestimate the level of asbestos present in a sample containing greater than 10% vermiculite.
AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

Eastern Analytical Services, Inc.

Bulk Sample Results

RE: CPN 23-5131 - Putnam Northern Westchester at Croton UFSD - Roof Asbestos Inspection - Carrie E. Tompkins Elementary School

Date Collected : 02/20/2023
Collected By : S. Talsma
Date Received : 02/20/2023
Date Analyzed : 03/02/2023
Analyzed By : Fahrudin Lalic
Signature :
Analytical Method : NYS-DOH 198.4
NVLAP Lab Code : 101646-0
NYS Lab No. 10851

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Sample ID Number		3	4	9	10
Layer Number					
Lab ID Number		2898031	2898032	2898035	2898036
Sample Location		Roof, Roof "E", Field, Fifth Layer, On ISO Foam	Roof, Roof "E", Perimeter, Fifth Layer, On ISO Foam	Roof, Roof "E", Field, Second Layer, On Perlite	Roof, Roof "E", Perimeter, Second Layer, On Perlite
Sample Description		Tar	Tar	Tar Paper Vapor Barrier and Tar (Inseparable Layers)	Tar Paper Vapor Barrier and Tar (Inseparable Layers)
Analytical Method		NOB Tem	NOB Tem	NOB Tem	NOB Tem
Appearance	Layered	Yes	Yes	Yes	Yes
	Homogenous	No	No	No	No
	Fibrous	Yes	Yes	Yes	Yes
	Color	Yellow/Black/Tan	Yellow/Black	Black	Black
Asbestos Content	% Amosite	ND	ND	ND	ND
	% Chrysotile	ND	ND	ND	ND
	% Other	ND	ND	ND	ND
	% Total Asbestos	ND	ND	ND	ND
Other Materials Present	% Organic	98.3	94.6	68.9	65.4
	% Carbonates	0.1	0.2	20.6	25.5
	% Other Inorganic	1.6	5.2	10.5	9.1

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. Samples received in acceptable condition unless otherwise noted. ND = Not Detected. Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

Eastern Analytical Services, Inc.

Bulk Sample Results

RE: CPN 23-5131 - Putnam Northern Westchester at Croton UFSD - Roof Asbestos Inspection - Carrie E. Tompkins Elementary School

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Date Collected : 02/20/2023
Collected By : S. Talsma
Date Received : 02/20/2023
Date Analyzed : 03/02/2023
Analyzed By : Fahrudin Lalic
Signature :
Analytical Method : NYS-DOH 198.4
NVLAP Lab Code : 101646-0
NYS Lab No. 10851

Sample ID Number		11	12
Layer Number			
Lab ID Number		2898037	2898038
Sample Location		Roof, Roof "E", Field, Top Layer	Roof, Roof "E", Perimeter, Top Layer
Sample Description		Rolled Roofing	Rolled Roofing
Analytical Method		NOB Tem	NOB Tem
Appearance	Layered	Yes	Yes
	Homogenous	No	No
	Fibrous	Yes	Yes
	Color	Gray/Black	Gray/Black
Asbestos Content	% Amosite	ND	ND
	% Chrysotile	ND	ND
	% Other	ND	ND
	% Total Asbestos	ND	ND
Other Materials Present	% Organic	64.6	63.2
	% Carbonates	24.1	22.3
	% Other Inorganic	11.3	14.5

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. Samples received in acceptable condition unless otherwise noted. ND = Not Detected. Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

Quality Environmental Solutions and Technologies, Inc.
Bulk Sample Chain of Custody

CLIENT: PUTNAM NORTHERN WESTCHESTER @ CROTON UFSD
SAMPLED BY: S. TALSMA

ADDRESS: 200 BOCES DRIVE
YORKTOWN, NY 10598
DATE SAMPLED: 20-Feb-23

PLM/PLM-NOB/QTEM
CONTACT: CYNTHIA BRADEN
ANALYSIS METHOD: AS REQUIRED

PROJECT ID: ROOF ASBESTOS INSPECTION
CARRIE E. TOMPKINS ELEMENTARY SCHOOL
TURN-AROUND TIME: STANDARD

PROJECT # : 23-5131

	Sample	HM#	Floor	Space Name/ID #	Location	Material
2896920	1		ROOF	ROOF "E"	Field, Bottom Layer On Metal Deck	Gypsum
2896921	2		ROOF	ROOF "E"	Perimeter, Bottom Layer, On Metal Deck	Gypsum
	3		ROOF	ROOF "E"	Field, Fifth Layer, On ISO Foam	Tar
	4		ROOF	ROOF "E"	Perimeter, Fifth Layer, On ISO Foam	Tar
	5		ROOF	ROOF "E"	Field, Fourth Layer	ISO Foam
	6		ROOF	ROOF "E"	Perimeter, Fourth Layer	ISO Foam
2896922	7		ROOF	ROOF "E"	Field, Third Layer	Perlite
2896923	8		ROOF	ROOF "E"	Perimeter, Third Layer	Perlite
	9		ROOF	ROOF "E"	Field, Second Layer, On Perlite	Tar Paper Vapor Barrier and Tar
	10		ROOF	ROOF "E"	Perimeter, Second Layer, On Perlite	Tar Paper Vapor Barrier and Tar
	11		ROOF	ROOF "E"	Field, Top Layer	Rolled Roofing
	12		ROOF	ROOF "E"	Perimeter, Top Layer	Rolled Roofing
2896924	13		ROOF	ROOF "E"	Perimeter, Behind Flashing	Stucco
2896925	14		ROOF	ROOF "E"	Perimeter, Behind Flashing	Stucco
2896926	15		ROOF	ROOF "E"	Perimeter, Behind Flashing	Stucco

Comments:

SUBMITTED BY: Shannon D. Talsma
DATE: 20FEB2023

RECEIVED BY: D. Mannion
DATE: FEB 20 '23 19:30

Appendix C:

PERSONNEL LICENSES & CERTIFICATIONS

NEW YORK STATE

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE ("MWBE")

CERTIFICATION

Empire State Development's Division of Minority and Women's Business Development grants a

Women Business Enterprise (WBE)

pursuant to New York State Executive Law, Article 15-A to:

Quality Environmental Solutions & Technologies Inc.

Certification Awarded on: March 28, 2019
Expiration Date: March 28, 2024
File ID#: WBE- 49952

NEW YORK STATE OF OPPORTUNITY. Division of Minority and Women's Business Development

A Division of Empire State Development

WE ARE YOUR DOL

NEW YORK STATE | Department of Labor

DIVISION OF SAFETY & HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BLDG. 12, ALBANY, NY 12226

ASBESTOS HANDLING LICENSE

Quality Environmental Solutions & Technologies, Inc.
1376 Route 9, Wappinger Falls, NY, 12590

License Number: 29085
License Class: RESTRICTED
Date of Issue: 01/06/2023
Expiration Date: 01/31/2024
Duly Authorized Representative: Lawrence J Holzapfel

This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

This license is valid only for the contractor named above and this license or a photocopy must be prominently displayed at the asbestos project worksite. This license verifies that all persons employed by the licensee on an asbestos project in New York State have been issued an Asbestos Certificate, appropriate for the type of work they perform, by the New York State Department of Labor.

Amy Phillips, Director
For the Commissioner of Labor

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER

Expires 12:01 AM April 01, 2023
Issued April 01, 2022

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

MR. PAUL STASCAVAGE
EAS INC - EASTERN ANALYTICAL SERVICES INC
4 WESTCHESTER PLAZA
ELMSFORD, NY 10523-1610

NY Lab Id No: 10851

is hereby APPROVED as an Environmental Laboratory for the category
ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE
All approved subcategories and/or analytes are listed below:

Miscellaneous

Asbestos in Friable Material	Item 198.1 of Manual
	EPA 600/M4/82/020
Asbestos in Non-Friable Material-PLM	Item 198.6 of Manual (NOB by PLM)
Asbestos in Non-Friable Material-TEM	Item 198.4 of Manual
Asbestos-Vermiculite-Containing Material	Item 198.8 of Manual
Lead in Dust Wipes	EPA 7000B
Lead in Paint	EPA 7000B

Sample Preparation Methods

	EPA 3050B

Serial No.: 64479

Property of the New York State Department of Health. Certificates are valid only at the address shown, must be conspicuously posted, and are printed on secure paper. Continued accreditation depends on successful ongoing participation in the Program. Consumers are urged to call (518) 485-5570 to verify the laboratory's accreditation status.

STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE

N.Y.S



SHANNON D TALSMA
CLASS(EXPIRES)
C ATEC(10/23) D INSP(10/23)
H PM (10/23)

CERT# 16-07559
DMV# 963348232

MUST BE CARRIED ON ASBESTOS PROJECTS

01213 006597213 59

EYES GRN
HAIR BLN
HGT 6' 00"

IF FOUND RETURN TO:
NYSDOL - L&C UNIT
ROOM 161A BUILDING 12
STATE OFFICE CAMPUS
ALBANY NY 12240

OSHA
Occupational Safety and Health Administration

12-006010504

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:

Shannon D. Talsma

David Veit — Trainer Name

04/22/2016 — Date of Issue

Atlantic OSHA Training Center
An OSHA Training Institute Education Center

732.235.9450
aotc.sph.rutgers.edu

OSHA recommends Outreach Training Courses as an orientation to occupational safety and health for workers. Participation is voluntary. Workers must receive additional training on specific hazards of their job. This course completion card does not expire.

Use or distribution of this card for fraudulent purposes, including false claims of having received training, may result in prosecution under 18 U.S.C. 1001. Potential penalties include substantial criminal fines, imprisonment up to 5 years, or both.

To verify this training, scan the QR code with your mobile device.

Rev. 1/2016

_____
(Name of Bidder)

BID FORM CONTRACT NO. 1 - GENERAL CONSTRUCTION WORK AT ADMIN BLDG, BUS GARAGE AND TOMPKINS ES
FOR
DISTRICT-WIDE ROOFING PROJECT

Croton-Harmon Union Free School District
District Office
10 Gerstein Street
Croton-on-Hudson, NY 10520
Attention: Ms. Denise Harrington-Cohen, Assistant Superintendent for Business

1. The Undersigned hereby declares that it has carefully examined all Bidding and Contract Documents and has inspected the actual location of Work, together with the local sources of supply, and has satisfied itself as to all quantities and conditions, and understands that in signing this Proposal, it waives all rights to plead any misunderstanding regarding the same.

2. The Undersigned further understands and agrees that it is to do, perform and complete all the Work in accordance with the Contract Documents and Contract and to accept in full compensation therefor, the amount of the Base Bid, modified by such additive or deductive alternatives, if any, as are accepted by the Owner.

3. In submitting this Bid, the Undersigned agrees:

   a. To hold the Bid open for forty-five (45) days after Bid Opening.
   b. To accept the provisions of the Instructions to Bidders.
   c. To enter into and execute a Contract within ten (10) days of the Notice of Award issue date, and to simultaneously furnish Performance and Labor and Material Bonds.
   d. To commence the Work immediately upon receipt of Notice of Award.

4. The Undersigned agrees that the Work proposed herein will be Substantially Complete on or before the dates indicated in the Project Milestone Schedule included with specification Section 011000 - "Summary".

5. The Undersigned understands that the Owner reserves the right to accept or reject any or all Bids and to waive any informalities in the bidding.

6. The Undersigned acknowledges the receipt of the following addenda, but agrees that it is bound by all addenda whether or not listed herein:

Addendum Number	Date of Addendum
_____	_____
_____	_____
_____	_____
_____	_____

_____
(Name of Bidder)

7. **BASE BID**

All labor, material, services and equipment necessary for completion of the Work shown on the Drawings and the Technical Specifications for General Construction Work at Admin Bldg, Bus Garage and Tompkins ES:

$ _____ (In numbers)

_____ Dollars
(in words)

8. **ALTERNATES** - none

9. **UNIT PRICES**

The Undersigned agrees to perform all work as drawn and specified for the following items at the unit prices given:

Unit Price No. 1 - Replace Roof Insulation: All work required for removal and replacement of existing roof insulation that is wet or deteriorated, discovered when the roofs are removed, for the unit price per square foot of:

_____ Dollars ($ _____)

Unit Price No. 2 - Replace Wood Blocking: All work required for removal and replacement of existing wood blocking at the roof that is deteriorated, discovered when the roofs are removed, for the unit price per board foot of:

_____ Dollars ($ _____)

10. **ALLOWANCES** - none

The Undersigned has attached the following documents to this Bid:

a. Certificate of Compliance with the Iran Divestment Act
b. Non-Collusion Affidavit
c. Bid Security
d. Statement of Bidder's Qualifications AIA Document A305, including Exhibits A, B, C, D and E.
e. CHUFSD Sexual Harassment Policy Certification

_____ (If corporation, affix
Legal name of person, partnership, joint venture, limited liability company, or corporation (please type) corporate seal)

_____
Address (please type)

_____
(Name of Bidder)

_____
Federal ID No. or Social Security No. (please type)

_____
Phone No. (please type)

_____
FAX No. (please type)

_____
Name and title of signer (please type)

_____ _____
Signature Date

If a Corporation
Name Address

_____ , PRESIDENT _____

_____ , SECRETARY _____

_____ , TREASURER _____

If a Partnership
Name of Partners Address

_____ _____

_____ _____

_____ _____

If a Joint Venture
Name of Members Address

_____ _____

_____ _____

_____ _____

If an Individual
Name of Individual Address

_____ _____

If a Limited Liability Company (LLC)
Name of Members Address

_____ _____

_____ _____

_____ _____

_____
(Name of Bidder)

BID FORM CONTRACT NO. 2 - GENERAL CONSTRUCTION WORK AT HIGH SCHOOL
FOR
DISTRICT-WIDE ROOFING PROJECT

Croton-Harmon Union Free School District
District Office
10 Gerstein Street
Croton-on-Hudson, NY 10520
Attention: Ms. Denise Harrington-Cohen, Assistant Superintendent for Business

1. The Undersigned hereby declares that it has carefully examined all Bidding and Contract Documents and has inspected the actual location of Work, together with the local sources of supply, and has satisfied itself as to all quantities and conditions, and understands that in signing this Proposal, it waives all rights to plead any misunderstanding regarding the same.

2. The Undersigned further understands and agrees that it is to do, perform and complete all the Work in accordance with the Contract Documents and Contract and to accept in full compensation therefor, the amount of the Base Bid, modified by such additive or deductive alternatives, if any, as are accepted by the Owner.

3. In submitting this Bid, the Undersigned agrees:

   a. To hold the Bid open for forty-five (45) days after Bid Opening.
   b. To accept the provisions of the Instructions to Bidders.
   c. To enter into and execute a Contract within ten (10) days of the Notice of Award issue date, and to simultaneously furnish Performance and Labor and Material Bonds.
   d. To commence the Work immediately upon receipt of Notice of Award.

4. The Undersigned agrees that the Work proposed herein will be Substantially Complete on or before the dates indicated in the Project Milestone Schedule included with specification Section 011000 - "Summary".

5. The Undersigned understands that the Owner reserves the right to accept or reject any or all Bids and to waive any informalities in the bidding.

6. The Undersigned acknowledges the receipt of the following addenda, but agrees that it is bound by all addenda whether or not listed herein:

Addendum Number	Date of Addendum
_____	_____
_____	_____
_____	_____
_____	_____

_____
(Name of Bidder)

7. **BASE BID**

All labor, material, services and equipment necessary for completion of the Work shown on the Drawings and the Technical Specifications for General Construction Work at High School:

$_____ (In numbers)

_____ Dollars
(in words)

8. **ALTERNATES** - none

9. **UNIT PRICES**

The Undersigned agrees to perform all work as drawn and specified for the following items at the unit prices given:

Unit Price No. 1 - Replace Roof Insulation: All work required for removal and replacement of existing roof insulation that is wet or deteriorated, discovered when the roofs are removed, for the unit price per square foot of:

_____ Dollars ($ _____)

Unit Price No. 2 - Replace Wood Blocking: All work required for removal and replacement of existing wood blocking at the roof that is deteriorated, discovered when the roofs are removed, for the unit price per board foot of:

_____ Dollars ($ _____)

10. **ALLOWANCES** - none

The Undersigned has attached the following documents to this Bid:

a. Certificate of Compliance with the Iran Divestment Act
b. Non-Collusion Affidavit
c. Bid Security
d. Statement of Bidder's Qualifications AIA Document A305, including Exhibits A, B, C, D and E.
e. CHUFSD Sexual Harassment Policy Certification

_____ (If corporation, affix
Legal name of person, partnership, joint venture, limited liability company, or corporation (please type) corporate seal)

_____
Address (please type)

_____
(Name of Bidder)

_____
Federal ID No. or Social Security No. (please type)

_____
Phone No. (please type)

_____
FAX No. (please type)

_____
Name and title of signer (please type)

_____ _____
Signature Date

If a Corporation
Name Address

_____ , PRESIDENT _____

_____ , SECRETARY _____

_____ , TREASURER _____

If a Partnership
Name of Partners Address

_____ _____

_____ _____

_____ _____

If a Joint Venture
Name of Members Address

_____ _____

_____ _____

_____ _____

If an Individual
Name of Individual Address

_____ _____

If a Limited Liability Company (LLC)
Name of Members Address

_____ _____

_____ _____

_____ _____

_____

(Name of Bidder)

BID FORM CONTRACT NO. 3 - GENERAL CONSTRUCTION WORK AT PIERRE VAN CORTLANDT MIDDLE SCHOOL
FOR
DISTRICT-WIDE ROOFING PROJECT

Croton-Harmon Union Free School District
District Office
10 Gerstein Street
Croton-on-Hudson, NY 10520
Attention: Ms. Denise Harrington-Cohen, Assistant Superintendent for Business

1. The Undersigned hereby declares that it has carefully examined all Bidding and Contract Documents and has inspected the actual location of Work, together with the local sources of supply, and has satisfied itself as to all quantities and conditions, and understands that in signing this Proposal, it waives all rights to plead any misunderstanding regarding the same.

2. The Undersigned further understands and agrees that it is to do, perform and complete all the Work in accordance with the Contract Documents and Contract and to accept in full compensation therefor, the amount of the Base Bid, modified by such additive or deductive alternatives, if any, as are accepted by the Owner.

3. In submitting this Bid, the Undersigned agrees:

   a. To hold the Bid open for forty-five (45) days after Bid Opening.
   b. To accept the provisions of the Instructions to Bidders.
   c. To enter into and execute a Contract within ten (10) days of the Notice of Award issue date, and to simultaneously furnish Performance and Labor and Material Bonds.
   d. To commence the Work immediately upon receipt of Notice of Award.

4. The Undersigned agrees that the Work proposed herein will be Substantially Complete on or before the dates indicated in the Project Milestone Schedule included with specification Section 011000 - "Summary".

5. The Undersigned understands that the Owner reserves the right to accept or reject any or all Bids and to waive any informalities in the bidding.

6. The Undersigned acknowledges the receipt of the following addenda, but agrees that it is bound by all addenda whether or not listed herein:

Addendum Number	Date of Addendum
_____	_____
_____	_____
_____	_____
_____	_____

_____
(Name of Bidder)

7. **BASE BID**

All labor, material, services and equipment necessary for completion of the Work shown on the Drawings and the Technical Specifications for General Construction Work at Pierre Van Cortlandt Middle School:

$_____ (In numbers)

_____ Dollars
(in words)

8. **ALTERNATES** - none

9. **UNIT PRICES**

The Undersigned agrees to perform all work as drawn and specified for the following items at the unit prices given:

Unit Price No. 1 - Replace Roof Insulation: All work required for removal and replacement of existing roof insulation that is wet or deteriorated, discovered when the roofs are removed, for the unit price per square foot of:

_____ Dollars ($ _____)

Unit Price No. 2 - Replace Wood Blocking: All work required for removal and replacement of existing wood blocking at the roof that is deteriorated, discovered when the roofs are removed, for the unit price per board foot of:

_____ Dollars ($ _____)

10. **ALLOWANCES** - none

The Undersigned has attached the following documents to this Bid:

a. Certificate of Compliance with the Iran Divestment Act
b. Non-Collusion Affidavit
c. Bid Security
d. Statement of Bidder's Qualifications AIA Document A305, including Exhibits A, B, C, D and E.
e. CHUFSD Sexual Harassment Policy Certification

_____ (If corporation, affix
Legal name of person, partnership, joint venture, limited liability company, or corporation (please type) corporate seal)

_____
Address (please type)

_____
(Name of Bidder)

_____
Federal ID No. or Social Security No. (please type)

_____
Phone No. (please type)

_____
FAX No. (please type)

_____
Name and title of signer (please type)

_____ _____
Signature Date

If a Corporation
Name Address

_____ , PRESIDENT _____

_____ , SECRETARY _____

_____ , TREASURER _____

If a Partnership
Name of Partners Address

_____ _____

_____ _____

_____ _____

If a Joint Venture
Name of Members Address

_____ _____

_____ _____

_____ _____

If an Individual
Name of Individual Address

_____ _____

If a Limited Liability Company (LLC)
Name of Members Address

_____ _____

_____ _____

_____ _____

_____
(Name of Bidder)

BID FORM CONTRACT NO. 4 - HVAC WORK AT PIERRE VAN CORTLANDT MIDDLE SCHOOL
FOR
DISTRICT-WIDE ROOFING PROJECT

Croton-Harmon Union Free School District
District Office
10 Gerstein Street
Croton-on-Hudson, NY 10520
Attention: Ms. Denise Harrington-Cohen, Assistant Superintendent for Business

1. The Undersigned hereby declares that it has carefully examined all Bidding and Contract Documents and has inspected the actual location of Work, together with the local sources of supply, and has satisfied itself as to all quantities and conditions, and understands that in signing this Proposal, it waives all rights to plead any misunderstanding regarding the same.

2. The Undersigned further understands and agrees that it is to do, perform and complete all the Work in accordance with the Contract Documents and Contract and to accept in full compensation therefor, the amount of the Base Bid, modified by such additive or deductive alternatives, if any, as are accepted by the Owner.

3. In submitting this Bid, the Undersigned agrees:

   a. To hold the Bid open for forty-five (45) days after Bid Opening.
   b. To accept the provisions of the Instructions to Bidders.
   c. To enter into and execute a Contract within ten (10) days of the Notice of Award issue date, and to simultaneously furnish Performance and Labor and Material Bonds.
   d. To commence the Work immediately upon receipt of Notice of Award.

4. The Undersigned agrees that the Work proposed herein will be Substantially Complete on or before the dates indicated in the Project Milestone Schedule included with specification Section 011000 - "Summary".

5. The Undersigned understands that the Owner reserves the right to accept or reject any or all Bids and to waive any informalities in the bidding.

6. The Undersigned acknowledges the receipt of the following addenda, but agrees that it is bound by all addenda whether or not listed herein:

Addendum Number	Date of Addendum
_____	_____
_____	_____
_____	_____
_____	_____

_____
(Name of Bidder)

7. **BASE BID**

All labor, material, services and equipment necessary for completion of the Work shown on the Drawings and the Technical Specifications for HVAC Work at Pierre Van Cortlandt Middle School:

$ _____ (In numbers)

_____ Dollars
(in words)

8. **ALTERNATES** - none

9. **UNIT PRICES** - none

10. **ALLOWANCES** - none

The Undersigned has attached the following documents to this Bid:

a. Certificate of Compliance with the Iran Divestment Act
b. Non-Collusion Affidavit
c. Bid Security
d. Statement of Bidder's Qualifications AIA Document A305, including Exhibits A, B, C, D and E.
e. CHUFSD Sexual Harassment Policy Certification

_____ (If corporation, affix
Legal name of person, partnership, joint venture, limited liability company, or corporation (please type) corporate seal)

_____
Address (please type)

_____
Federal ID No. or Social Security No. (please type)

_____
Phone No. (please type)

_____
FAX No. (please type)

_____
Name and title of signer (please type)

_____ _____
Signature Date

If a Corporation

_____
(Name of Bidder)

Name Address

_____ , PRESIDENT _____

_____ , SECRETARY _____

_____ , TREASURER _____

If a Partnership
Name of Partners Address

_____ _____

_____ _____

_____ _____

If a Joint Venture
Name of Members Address

_____ _____

_____ _____

_____ _____

If an Individual
Name of Individual Address

_____ _____

If a Limited Liability Company (LLC)
Name of Members Address

_____ _____

_____ _____

_____ _____

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

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

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

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

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

I, _____, being duly sworn, deposes and says that

he/she is the _____ of the _____ Corporation

and that neither the Bidder/ Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

SIGNED: _____

SWORN to before me this_____day of_____202____

Notary Public: _____

OR

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

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

Name of the Bidder: _____

Address of Bidder _____

Has bidder been involved in investment activities in Iran?_____

Describe the type of activities including but not limited to the amounts and the nature of the investments (e.g. banking, energy, real estate): _____

_____

_____

If so, when did the first investment activity occur? _____

Have the investment activities ended? _____

If so, what was the date of the last investment activity? _____

If not, have the investment activities increased or expanded since April 12, 2012? _____

Has the bidder adopted, publicized, or implemented a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran? _____

If so, provide the date of the adoption of the plan by the bidder and proof of the adopted resolution, if any and a copy of the formal plan. _____

In detail, state the reasons why the bidder cannot provide the Certification of Compliance with the Iran Divestment Act below (additional pages may be attached): _____

_____

_____

I, _____ being duly sworn, deposes and says that he/she is the

_____ of the _____ Corporation and

the foregoing is true and accurate.

_____
SIGNED

SWORN to before me this _____ day of _____ 202____

Notary Public: _____

NON-COLLUSION AFFIDAVIT

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 the party's 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 that 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

I, herby affirm under the penalties of perjury that the foregoing statement is true.

Dated: _____ Signed _____

_____
(Print Name)

_____
(Title)

SEXUAL HARASSMENT POLICY & TRAINING CERTIFICATION

I, _____, being duly sworn, deposes and
(Name of Individual Signing this Certification)

says that I am the _____ of the _____
(Title/Position of Signer) (Name of Bidder/Proposer)

and that by submission of this proposal, I certify on behalf of the above-named bidder/proposer, and in the case of a joint bid/proposal each party thereto certifies as to its own organization, under penalty of perjury, that the above-named bidder/proposer has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. I certify on behalf of the above-named bidder/proposer, and in the case of a joint bid/proposal each party thereto certifies as to its own organization, under penalty of perjury, that such policy, at a minimum, meets the requirements of Section 201-g of the New York State Labor Law.

By: _____
Signature

_____
Title

Sworn to before me this

_____day of _____, 20___

_____
Notary Public

Commission Expires:_____

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

OWNER:
(Name, legal status and address)
Croton Harmon Union Free School District
10 Gerstein Street, Croton-on-Hudson, NY 10520

BOND AMOUNT: $

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

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

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

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

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

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

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

Init.
/
AIA Document A310 – 2010. Copyright © 1963, 1970 and 2010. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 17:21:43 ET on 02/15/2023 under Order No.3104237974 which expires on 02/14/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1851865172)

Signed and sealed this day of ,

	(Contractor as Principal) *(Seal)*
(Witness)	*(Title)*
	(Surety) *(Seal)*
(Witness)	*(Title)*

AIA Document A310 – 2010. Copyright © 1963, 1970 and 2010. All rights reserved. “The American Institute of Architects,” “American Institute of Architects,” “AIA,” the AIA Logo, and “AIA Contract Documents” are registered trademarks of The American Institute of Architects. This document was produced at 17:21:43 ET on 02/15/2023 under Order No.3104237974 which expires on 02/14/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1851865172)

AIA® Document A305™ – 2020

Contractor's Qualification Statement

THE PARTIES SHOULD EXECUTE A SEPARATE CONFIDENTIALITY AGREEMENT IF THEY INTEND FOR ANY OF THE INFORMATION IN THIS A305-2020 TO BE HELD CONFIDENTIAL.

SUBMITTED BY:
(Organization name and address.)

SUBMITTED TO:
(Organization name and address.)

TYPE OF WORK TYPICALLY PERFORMED
(Indicate the type of work your organization typically performs, such as general contracting, construction manager as constructor services, HVAC contracting, electrical contracting, plumbing contracting, or other.)

THIS CONTRACTOR'S QUALIFICATION STATEMENT INCLUDES THE FOLLOWING:
(Check all that apply.)

[ ] Exhibit A – General Information
[ ] Exhibit B – Financial and Performance Information
[ ] Exhibit C – Project-Specific Information
[ ] Exhibit D – Past Project Experience
[ ] Exhibit E – Past Project Experience (Continued)

CONTRACTOR CERTIFICATION
The undersigned certifies under oath that the information provided in this Contractor's Qualification Statement is true and sufficiently complete so as not to be misleading.

_____ _____
Organization's Authorized Representative Signature **Date**

_____
Printed Name and Title

NOTARY
State of:
County of:
Signed and sworn to before me this day of

_____
Notary Signature

My commission expires:

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

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

AIA Document A305™ – 2020. Copyright © 1964, 1969, 1979, 1986, and 2020 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 15:08:08 ET on 05/15/2022 under Order No.1232252859 which expires on 02/28/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1831822456)

AIA® Document A305™ – 2020 Exhibit A

General Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by and dated the day of in the year
(In words, indicate day, month and year.)

§ A.1 ORGANIZATION
§ A.1.1 Name and Location
§ A.1.1.1 Identify the full legal name of your organization.

§ A.1.1.2 List all other names under which your organization currently does business and, for each name, identify jurisdictions in which it is registered to do business under that trade name.

§ A.1.1.3 List all prior names under which your organization has operated and, for each name, indicate the date range and jurisdiction in which it was used.

§ A.1.1.4 Identify the address of your organization's principal place of business and list all office locations out of which your organization conducts business. If your organization has multiple offices, you may attach an exhibit or refer to a website.

§ A.1.2 Legal Status
§ A.1.2.1 Identify the legal status under which your organization does business, such as sole proprietorship, partnership, corporation, limited liability corporation, joint venture, or other.

.1 If your organization is a corporation, identify the state in which it is incorporated, the date of incorporation, and its four highest-ranking corporate officers and their titles, as applicable.

.2 If your organization is a partnership, identify its partners and its date of organization.

.3 If your organization is individually owned, identify its owner and date of organization.

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

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

AIA Document A305™ – 2020 Exhibit A. Copyright © 2020 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 15:05:45 ET on 05/15/2022 under Order No.1232252859 which expires on 02/28/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1160860506)

.4 If the form of your organization is other than those listed above, describe it and identify its individual leaders:

§ **A.1.2.2** Does your organization own, in whole or in part, any other construction-related businesses? If so, identify and describe those businesses and specify percentage of ownership.

§ A.1.3 Other Information

§ **A.1.3.1** How many years has your organization been in business?

§ **A.1.3.2** How many full-time employees work for your organization?

§ **A.1.3.3** List your North American Industry Classification System (NAICS) codes and titles. Specify which is your primary NAICS code.

§ **A.1.3.4** Indicate whether your organization is certified as a governmentally recognized special business class, such as a minority business enterprise, woman business enterprise, service disabled veteran owned small business, woman owned small business, small business in a HUBZone, or a small disadvantaged business in the 8(a) Business Development Program. For each, identify the certifying authority and indicate jurisdictions to which such certification applies.

§ A.2 EXPERIENCE

§ **A.2.1** Complete Exhibit D to describe up to four projects, either completed or in progress, that are representative of your organization's experience and capabilities.

§ **A.2.2** State your organization's total dollar value of work currently under contract.

§ **A.2.3** Of the amount stated in Section A.2.2, state the dollar value of work that remains to be completed:

§ **A.2.4** State your organization's average annual dollar value of construction work performed during the last five years.

§ A.3 CAPABILITIES

§ **A.3.1** List the categories of work that your organization typically self-performs.

§ **A.3.2** Identify qualities, accreditations, services, skills, or personnel that you believe differentiate your organization from others.

AIA Document A305™ – 2020 Exhibit A. Copyright © 2020 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 15:05:45 ET on 05/15/2022 under Order No.1232252859 which expires on 02/28/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1160860506)

§ A.3.3 Does your organization provide design collaboration or pre-construction services? If so, describe those services.

§ A.3.4 Does your organization use building information modeling (BIM)? If so, describe how your organization uses BIM and identify BIM software that your organization regularly uses.

§ A.3.5 Does your organization use a project management information system? If so, identify that system.

§ A.4 REFERENCES

§ A.4.1 Identify three client references:
(Insert name, organization, and contact information)

§ A.4.2 Identify three architect references:
(Insert name, organization, and contact information)

§ A.4.3 Identify one bank reference:
(Insert name, organization, and contact information)

§ A.4.4 Identify three subcontractor or other trade references:
(Insert name, organization, and contact information)

AIA Document A305™ – 2020 Exhibit A. Copyright © 2020 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 15:05:45 ET on 05/15/2022 under Order No.1232252859 which expires on 02/28/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1160860506)

AIA® Document A305™ – 2020 Exhibit B

Financial and Performance Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by and dated the day of in the year
(In words, indicate day, month and year.)

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

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

§ B.1 FINANCIAL

§ B.1.1 Federal tax identification number:

§ B.1.2 Attach financial statements for the last three years prepared in accordance with Generally Accepted Accounting Principles, including your organization's latest balance sheet and income statement. Also, indicate the name and contact information of the firm that prepared each financial statement.

§ B.1.3 Has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, been the subject of any bankruptcy proceeding within the last ten years?

§ B.1.4 Identify your organization's preferred credit rating agency and identification information.
(Identify rating agency, such as Dun and Bradstreet or Equifax, and insert your organization's identification number or other method of searching your organization's credit rating with such agency.)

§ B.2 DISPUTES AND DISCIPLINARY ACTIONS

§ B.2.1 Are there any pending or outstanding judgments, arbitration proceedings, bond claims, or lawsuits against your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, or any of the individuals listed in Exhibit A, Section 1.2, in which the amount in dispute is more than $75,000?
(If the answer is yes, provide an explanation.)

§ B.2.2 In the last five years has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management:
(If the answer to any of the questions below is yes, provide an explanation.)

.1 failed to complete work awarded to it?

.2 been terminated for any reason except for an owners' convenience?

AIA Document A305™ – 2020 Exhibit B. Copyright © 2020 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 15:06:42 ET on 05/15/2022 under Order No.1232252859 which expires on 02/28/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1128424747)

.3 had any judgments, settlements, or awards pertaining to a construction project in which your organization was responsible for more than $75,000?

.4 filed any lawsuits or requested arbitration regarding a construction project?

§ B.2.3 In the last five years, has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management; or any of the individuals listed in Exhibit A Section 1.2:
(If the answer to any of the questions below is yes, provide an explanation.)

.1 been convicted of, or indicted for, a business-related crime?

.2 had any business or professional license subjected to disciplinary action?

.3 been penalized or fined by a state or federal environmental agency?

AIA Document A305™ – 2020 Exhibit B. Copyright © 2020 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 15:06:42 ET on 05/15/2022 under Order No.1232252859 which expires on 02/28/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1128424747)

AIA® Document A305™ – 2020 Exhibit C

Project Specific Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by and dated the day of in the year
(In words, indicate day, month and year.)

PROJECT:
(Name and location or address.)

CONTRACTOR'S PROJECT OFFICE:
(Identify the office out of which the contractor proposes to perform the work for the Project.)

TYPE OF WORK SOUGHT
(Indicate the type of work you are seeking for this Project, such as general contracting, construction manager as constructor, design-build, HVAC subcontracting, electrical subcontracting, plumbing subcontracting, etc.)

CONFLICT OF INTEREST
Describe any conflict of interest your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, or any of the individuals listed in Exhibit A Section 1.2, may have regarding this Project.

§ C.1 PERFORMANCE OF THE WORK

§ C.1.1 When was the Contractor's Project Office established?

§ C.1.2 How many full-time field and office staff are respectively employed at the Contractor's Project Office?

§ C.1.3 List the business license and contractor license or registration numbers for the Contractor's Project Office that pertain to the Project.

§ C.1.4 Identify key personnel from your organization who will be meaningfully involved with work on this Project and indicate (1) their position on the Project team, (2) their office location, (3) their expertise and experience, and (4) projects similar to the Project on which they have worked.

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

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

AIA Document A305™ – 2020 Exhibit C. Copyright © 2020 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:04:10 ET on 05/26/2022 under Order No.1232252859 which expires on 02/28/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1261792112)

§ C.1.5 Identify portions of work that you intend to self-perform on this Project.

§ C.1.6 To the extent known, list the subcontractors you intend to use for major portions of work on the Project.

§ C.2 EXPERIENCE RELATED TO THE PROJECT

§ C.2.1 Complete Exhibit D to describe up to four projects performed by the Contractor's Project Office, either completed or in progress, that are relevant to this Project, such as projects in a similar geographic area or of similar project type. If you have already completed Exhibit D, but want to provide further examples of projects that are relevant to this Project, you may complete Exhibit E.

§ C.2.2 State the total dollar value of work currently under contract at the Contractor's Project Office:

§ C.2.3 Of the amount stated in Section C.2.2, state the dollar value of work that remains to be completed:

§ C.2.4 State the average annual dollar value of construction work performed by the Contractor's Project Office during the last five years.

§ C.2.5 List the total number of projects the Contractor's Project Office has completed in the last five years and state the dollar value of the largest contract the Contractor's Project Office has completed during that time.

§ C.3 SAFETY PROGRAM AND RECORD

§ C.3.1 Does the Contractor's Project Office have a written safety program?

§ C.3.2 List all safety-related citations and penalties the Contractor's Project Office has received in the last three years.

§ C.3.3 Attach the Contractor's Project Office's OSHA 300a Summary of Work-Related Injuries and Illnesses form for the last three years.

§ C.3.4 Attach a copy of your insurance agent's verification letter for your organization's current workers' compensation experience modification rate and rates for the last three years.

§ C.4 INSURANCE

§ C.4.1 Attach current certificates of insurance for your commercial general liability policy, umbrella insurance policy, and professional liability insurance policy, if any. Identify deductibles or self-insured retentions for your commercial general liability policy.

§ C.4.2 If requested, will your organization be able to provide property insurance for the Project written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis?

AIA Document A305™ – 2020 Exhibit C. Copyright © 2020 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:04:10 ET on 05/26/2022 under Order No.1232252859 which expires on 02/28/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1261792112)

§ C.4.3 Does your commercial general liability policy contain any exclusions or restrictions of coverage that are prohibited in AIA Document A101-2017, Exhibit A, Insurance A.3.2.2.2? If so, identify.

§ C.5 SURETY

§ C.5.1 If requested, will your organization be able to provide a performance and payment bond for this Project?

§ C.5.2 Surety company name:

§ C.5.3 Surety agent name and contact information:

§ C.5.4 Total bonding capacity:

§ C.5.5 Available bonding capacity as of the date of this qualification statement:

AIA Document A305™ – 2020 Exhibit C. Copyright © 2020 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:04:10 ET on 05/26/2022 under Order No.1232252859 which expires on 02/28/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1261792112)

AIA® Document A305™ – 2020 Exhibit D

Contractor's Past Project Experience

	1	2	3	4
PROJECT NAME				
PROJECT LOCATION				
PROJECT TYPE				
OWNER				
ARCHITECT				
CONTRACTOR'S PROJECT EXECUTIVE				
KEY PERSONNEL (include titles)				
PROJECT DETAILS	Contract Amount Completion Date % Self-Performed Work	Contract Amount Completion Date % Self-Performed Work	Contract Amount Completion Date % Self-Performed Work	Contract Amount Completion Date % Self-Performed Work
PROJECT DELIVERY METHOD	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☐ Other:	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☐ Other:	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☐ Other:	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☐ Other:
SUSTAINABILITY CERTIFICATIONS				

AIA Document A305™ – 2020 Exhibit D. Copyright © 2020 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 15:04:58 ET on 05/15/2022 under Order No.1232252859 which expires on 02/28/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (3B9ADA44)

AIA® Document A305™ – 2020 Exhibit E

Contractor's Past Project Experience, Continued

	1	2	3	4
PROJECT NAME				
PROJECT LOCATION				
PROJECT TYPE				
OWNER				
ARCHITECT				
CONTRACTOR'S PROJECT EXECUTIVE				
KEY PERSONNEL (include titles)				
PROJECT DETAILS	Contract Amount Completion Date % Self-Performed Work	Contract Amount Completion Date % Self-Performed Work	Contract Amount Completion Date % Self-Performed Work	Contract Amount Completion Date % Self-Performed Work
PROJECT DELIVERY METHOD	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☐ Other:	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☐ Other:	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☐ Other:	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☐ Other:
SUSTAINABILITY CERTIFICATIONS				

AIA Document A305™ – 2020 Exhibit E. Copyright © 2020 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 15:04:05 ET on 05/15/2022 under Order No.1232252859 which expires on 02/28/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (3B9ADA3C)

AIA® Document A132® – 2019

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

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

BETWEEN the Owner:
(Name, legal status, address, and other information)

Croton-Harmon Union Free School District
10 Gerstein Street
Croton-on-Hudson, NY 10520
Telephone 914-271-4713
www.chufsd.org

and the Contractor:
(Name, legal status, address, and other information)

for the following Project:
(Name, location, and detailed description)

Croton-on-Hudson, NY 10520
SED # 66-02-02-03-x-xxx-xxx
Contract #XX - XXXXXXXX

The Construction Manager:
(Name, legal status, address, and other information)

Triton Construction
30 East 33rd Street, 11th Floor
NY, NY 10016
Telephone 212.388.5700

The Architect:
(Name, legal status, address, and other information)

KG+D Architects, P.C.
285 Main Street
Mount Kisco, NY 10549
Telephone 914.666.5900
www.kgdarchitects.com

The Owner and Contractor agree as follows.

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

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

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

AIA Document A132 – 2019. Copyright © 1975, 1980, 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:28:53 ET on 02/15/2023 under Order No.3104237974 which expires on 02/14/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (795226729)

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

(Paragraphs deleted)

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[X] A date set forth in a notice to proceed issued by the Construction Manager.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

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

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

§ 3.3 Intentionally Omitted
(Table deleted)
(Paragraphs deleted)

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:

AIA Document A132 – 2019. Copyright © 1975, 1980, 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:28:53 ET on 02/15/2023 under Order No.3104237974 which expires on 02/14/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (795226729)

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

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[X] By the following date:

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

Portion of Work	Date to be substantially complete

§ 3.4.3 If the Contractor fails to substantially complete the Work of this Contract, or portions thereof, as provided in this Section 3.4, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:
(Check the appropriate box.)

[X] Stipulated Sum, in accordance with Section 4.2 below

[ ] Cost of the Work plus the Contractor's Fee, in accordance with Section 4.3 below

[ ] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below.)

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be ($), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.2.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

(Table deleted)

§ 4.2.4 Unit prices, if any:
(Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)

(Table deleted)

§ 4.3 Cost of the Work Plus Contractor's Fee without a Guaranteed Maximum Price - N/A

§ 4.3.1 Intentionally Omitted.

AIA Document A132 – 2019. Copyright © 1975, 1980, 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:28:53 ET on 02/15/2023 under Order No.3104237974 which expires on 02/14/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (795226729)

(Paragraph deleted)
(Table deleted)
(Paragraphs deleted)

§ 4.4 Cost of the Work Plus Contractor's Fee with a Guaranteed Maximum Price - N/A

§ 4.4.1 Intentionally Omitted.

(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)

§ 4.5 Liquidated damages, if any: :

(Insert terms and conditions for liquidated damages, if any, to be assessed in accordance with Section 3.4.)

See Section 8.4 of the AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition as revised for this Project.

§ 4.6 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

Not Applicable

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

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

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the 15th day of a month with all required supporting information and documentation required by the Contract Documents, the Owner shall make payment of the amount certified to the Contractor not later than the 15th day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty-five (45) days after the Construction Manager receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

AIA Document A132 – 2019. Copyright © 1975, 1980, 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:28:53 ET on 02/15/2023 under Order No.3104237974 which expires on 02/14/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (795226729)

§ 5.1.4.3 In accordance with AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition as revised for this Project, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.4.3.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232–2019;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2019;

.5 Retainage withheld pursuant to Section 5.1.7;

.6 The sum required by law to be held for any lien(s) on public improvement filed against the Contract Sum that has not been released or discharged; and

.7 The sum required to be withheld by order or direction of the New York State Department of Labor or its Commissioner or designated Hearing Officer(s).

§ 5.1.5 Progress Payments Where the Contract Sum is Based on the Cost of the Work without a Guaranteed Maximum Price : N/A

(Paragraphs deleted)

§ 5.1.6 Progress Payments Where the Contract Sum is Based on the Cost of the Work with a Guaranteed Maximum Price : N/A

(Paragraphs deleted)

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5%

§ 5.1.7.1.1 The following items are not subject to retainage: : **N/A**
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows: : **N/A**
(If the retainage established in Section 5.1.7.1 is to be modified prior to when the entire Work of this Contract is substantially complete, including modifications for completion of portions of the Work as provided in Section 3.4.2, insert provisions for such modifications.)

AIA Document A132 – 2019. Copyright © 1975, 1980, 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:28:53 ET on 02/15/2023 under Order No.3104237974 which expires on 02/14/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (795226729)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, when the Work of this Contract is substantially complete, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The
(Paragraphs deleted)
amount of this Application for Payment certified for payment shall not exceed the unpaid contract balance less (a) two times the value of any remaining items to be completed or corrected as determined by the Architect in consultation with the Construction Manager; (b) the sum required by law to be held for any lien(s) on public improvement filed against the Contract Sum that has not been released or discharged, (c) any sum required to be withheld by order or direction of the New York State Department of Labor or its Commissioner or designated Hearing Officer(s) and (d) an amount necessary to satisfy any other claims, liens or judgments against the Contractor or the Contract Sum that have not been suitably discharged

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum : N/A

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum less any sum required by law to be held due to a lien(s) on public improvement filed against the Contract Sum that has not been released or discharged and any sum required to be withheld by order or direction of the New York State Department of Labor or its Commissioner or designated Hearing Officer(s), shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 the Contractor has submitted all Close-Out documents and complied with all Close-Out requirements; and

.3 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect.

§ 5.2.1.2 The Owner's final payment to the Contractor less any sum required by law to be held due to a lien(s) on public improvement filed against the Contract Sum that has not been released or discharged and any sum required to be withheld by order or direction of the New York State Department of Labor or its Commissioner or designated Hearing Officer(s) shall be made no later than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment. After final payment, payment of any sums withheld due to a lien against a public improvement filed with the Owner against the Contract Sum will be made to the Contractor when the lien is discharged and payment of any sum withheld by order or direction of the New York State Department of Labor or its Commissioner or designated Hearing Officer(s) shall be paid as ordered or directed by the New York State Department of Labor or its Commissioner or designated Hearing Officer(s) or by Court Order.

§ 5.2.2 Final Payment Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price : N/A

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

two percent (2%)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless the parties appoint by mutual agreement another individual, not a party to this Agreement, to serve as Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Article 15 of AIA Document A232–2019.

AIA Document A132 – 2019. Copyright © 1975, 1980, 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:28:53 ET on 02/15/2023 under Order No.3104237974 which expires on 02/14/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (795226729)

[X] Litigation in a court of competent jurisdiction in Westchester County, NY.

[ ] Other: *(Specify)*

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

ARTICLE 7 TERMINATION AND SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

(Paragraphs deleted)

§ 7.1.2 If the Contract is terminated, in whole or in part, for the Owner's convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor for Work properly executed prior to the date of termination as well as any costs incurred by the Contractor to implement Owner directed work to protect and preserve the work completed by the Contractor prior to the notice of termination. The Contractor shall not be entitled to payment of any other sums. The Contractor shall not be entitled to any payment for the terminated portion of the Work and waives and forfeits any claim for damages, overhead and/or lost profits for the terminated portion of the Work.**§ 7.1.3** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

(Paragraphs deleted)

§ 7.1.4 Termination by the Owner for Cause

§ 7.1.4.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A232–2019, the Owner shall then only pay the Contractor further sums if the unpaid balance of the Contract Sum exceeds the sum of (a) the costs incurred by the Owner to finish the Work, including but not limited to sums paid to other contractors to complete the Work, compensation for the Construction Manager's and Architect's services and expenses related to the completion of the Work, and (b) other damages incurred by the Owner in connection with the acts or omissions of the Contractor that caused the termination; such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall, upon application, be certified by the Initial Decision Maker after consultation with the Construction Manager, and this obligation for payment shall survive termination of the Contract.

§ 7.1.4.2 To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 7, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Contractor will contain provisions allowing for assignment to the Owner as described above.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to AIA Document A232–2019, it refers to it as revised for this Project Where reference is made in this Agreement to a provision, section or article of AIA Document A232–2019 or another Contract Document, the reference refers to that provision, section or article as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Denise Harrington-Cohen, Assistant Superintendent for Business
Croton-Harmon Union Free School District
10 Gerstein Street
Croton-on-Hudson, NY 10520

AIA Document A132 – 2019. Copyright © 1975, 1980, 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:28:53 ET on 02/15/2023 under Order No.3104237974 which expires on 02/14/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (795226729)

Telephone 914.271.4713
Email denise.cohen@chufsd.org

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

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

§ 8.5 Insurance and Bonds
(Paragraph deleted)
§ 8.5.1 The Contract shall obtain and maintain insurance as set forth in Specification 007002 Insurance Rider.

§ 8.5.2 The Contractor shall provide bonds as set forth in Article 11 of AIA Document A232–2019 and elsewhere in the Contract Documents.

§ 8.6 Notice
(Paragraphs deleted)
shall be provided as set forth in Section 1.6 of AIA Document A232–2019.
§ 8.7 Relationship of the Parties
The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

§ 8.8 Other provisions:

Not applicable

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS
§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, as revised for this Project and completed for the Contractor

.2 Intentionally Omitted

.3 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser

(Paragraphs deleted)
Edition, as revised for this Project

.4 Intentionally Omitted

.5 Drawings

Number	Title	Date
Drawings as listed on T-1	Construction Drawings	

.6 Specifications

AIA Document A132 – 2019. Copyright © 1975, 1980, 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:28:53 ET on 02/15/2023 under Order No.3104237974 which expires on 02/14/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (795226729)

Section	Title	Date
Covers and Index attached	Construction Documents	

.7 Addenda, if any:

Number	Date	Pages

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

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

[ ] AIA Document A132™–2019, Exhibit B, Determination of the Cost of the Work

[ ] AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:
(Insert the date of the E235-2019 incorporated into this Agreement.)

[ ] The Sustainability Plan:

Title	Date	Pages

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A232–2019 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Contractor's Payment and Performance Bonds
Contractor's Bid Form

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
President of the Board of Education of Croton-Harmon UFSD	
(Printed name and title)	*(Printed name and title)*

AIA Document A132 – 2019. Copyright © 1975, 1980, 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:28:53 ET on 02/15/2023 under Order No.3104237974 which expires on 02/14/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (795226729)

AIA® Document A312® – 2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

OWNER:
(Name, legal status and address)

CONSTRUCTION CONTRACT
Date:
Amount: $
Description:
(Name and location)

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: $
Modifications to this Bond: ☐ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL	**SURETY**
Company: *(Corporate Seal)*	Company: *(Corporate Seal)*
Signature: _____	Signature: _____
Name and Title:	Name and Title:

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or **BROKER:**

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

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

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

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

Init.
/

AIA Document A312 – 2010 Performance Bond. Copyright © 2010. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:08:42 ET on 04/19/2023 under Order No.3104237974 which expires on 02/14/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (812871729)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

AIA Document A312 – 2010 Performance Bond. Copyright © 2010. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:08:42 ET on 04/19/2023 under Order No.3104237974 which expires on 02/14/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (812871729)

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

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

§ 14 Definitions

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

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

AIA Document A312 – 2010 Performance Bond. Copyright © 2010. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:08:42 ET on 04/19/2023 under Order No.3104237974 which expires on 02/14/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (812871729)

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

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:	_____	Signature:	_____
Name and Title:		Name and Title:	
Address:		Address:	

AIA Document A312 – 2010 Performance Bond. Copyright © 2010. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:08:42 ET on 04/19/2023 under Order No.3104237974 which expires on 02/14/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (812871729)

AIA® Document A312® – 2010

Payment Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

OWNER:
(Name, legal status and address)

CONSTRUCTION CONTRACT
Date:
Amount: $
Description:
(Name and location)

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: $
Modifications to this Bond: ☐ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or **BROKER:**

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

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

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

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

AIA Document A312 – 2010 Payment Bond. Copyright © 2010. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:08:37 ET on 04/19/2023 under Order No.3104237974 which expires on 02/14/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1685471844)

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

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

AIA Document A312 – 2010 Payment Bond. Copyright © 2010. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:08:37 ET on 04/19/2023 under Order No.3104237974 which expires on 02/14/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1685471844)

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

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

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- **.1** the name of the Claimant;
- **.2** the name of the person for whom the labor was done, or materials or equipment furnished;
- **.3** a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- **.4** a brief description of the labor, materials or equipment furnished;
- **.5** the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- **.6** the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- **.7** the total amount of previous payments received by the Claimant; and
- **.8** the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

AIA Document A312 – 2010 Payment Bond. Copyright © 2010. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:08:37 ET on 04/19/2023 under Order No.3104237974 which expires on 02/14/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1685471844)

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

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

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:	_____	Signature:	_____
Name and Title:		Name and Title:	
Address:		Address:	

AIA Document A312 – 2010 Payment Bond. Copyright © 2010. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:08:37 ET on 04/19/2023 under Order No.3104237974 which expires on 02/14/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1685471844)

AIA® Document A232® – 2019

General Conditions of the Contract for Construction, *Construction Manager as Adviser Edition*

for the following PROJECT:
(Name, and location or address)

Croton-on-Hudson, NY 10520
SED # 66-02-02-03-x-xxx-xxx

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Triton Construction
30 East 33rd Street, 11th Floor
NY, NY 10016
Telephone 212.388.5700

THE OWNER:
(Name, legal status, and address)

Croton-Harmon Union Free School District
10 Gerstein Street
Croton-on-Hudson, NY 105020

THE ARCHITECT:
(Name, legal status, and address)

KG+D Architects, P.C.
285 Main Street
Mount Kisco, NY 10549

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

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

This document is intended to be used in conjunction with AIA Documents A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

Init.
/

AIA Document A232 – 2019. Copyright © 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:12:38 ET on 02/15/2023 under Order No.3104237974 which expires on 02/14/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1214609230)

TABLE OF ARTICLES

1 GENERAL PROVISIONS

2 OWNER

3 CONTRACTOR

4 ARCHITECT AND CONSTRUCTION MANAGER

5 SUBCONTRACTORS

6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

7 CHANGES IN THE WORK

8 TIME

9 PAYMENTS AND COMPLETION

10 PROTECTION OF PERSONS AND PROPERTY

11 INSURANCE AND BONDS

12 UNCOVERING AND CORRECTION OF WORK

13 MISCELLANEOUS PROVISIONS

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

AIA Document A232 – 2019. Copyright © 1992, 2009, and 2019. All rights reserved. “The American Institute of Architects,” “American Institute of Architects,” “AIA,” the AIA Logo, and “AIA Contract Documents” are registered trademarks of The American Institute of Architects. This document was produced at 14:12:38 ET on 02/15/2023 under Order No.3104237974 which expires on 02/14/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1214609230)

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents. The Contract Documents consist of the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect.

§ 1.1.2 The Contract. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and the Construction Manager or the Construction Manager's consultants, (3) between the Owner and the Architect or the Architect's consultants, (4) between the Contractor and the Construction Manager or the Construction Manager's consultants, (5) between the Owner and a Subcontractor or Sub-subcontractor (6) between the Construction Manager and the Architect, or (7) between any persons or entities other than the Owner and Contractor. The Construction Manager and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their duties.

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

§ 1.1.4 The Project. The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by other Contractors, and by the Owner's own forces and Separate Contractors.

§ 1.1.5 Contractors. Contractors are persons or entities, other than Separate Contractors, who perform Work under contracts with the Owner that are administered by the Architect and Construction Manager, including but not limited to other Prime Contractors. The term "Contractor" shall include the Contractor, its officers, employees, agents, directors, material suppliers, and sub-contractors of any tier.

§ 1.1.6 Separate Contractors. Separate Contractors are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and Construction Manager.

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

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

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

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

AIA Document A232 – 2019. Copyright © 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:12:38 ET on 02/15/2023 under Order No.3104237974 which expires on 02/14/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1214609230)

§ 1.1.11 Addenda. Addenda are written or graphic instruments issued prior to the execution of the contract which modify or interpret the bidding documents, including the drawings and Specifications by additions, deletions, clarification, corrections, or supplementary information.

§ 1.1.12 Knowledge. 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.

§ 1.1.13 Alternate. "Alternate" shall mean a variation in Contract requirements on which a separate price is to be received by the Owner as part of the bid. If the Alternate is accepted in writing by the Owner, the variation is then a part of the Contract and the amount of money quoted to be added to or deleted from the base bid is taken into account in determining the Contract Sum.

§ 1.1.14 Wherever required by the context, any gender shall include the other gender, the singular shall include the plural, and the plural shall include the singular. Each term defined in the Contract Documents may be used in its singular or plural form whether or not so defined.

§ 1.2 Correlation and Intent of the Contract Documents

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

1. All dimensions shown on the Drawings are for bidding purposes only. It is the responsibility of the Contractor to verify all dimensions in the field to ensure proper and accurate fit of materials and items to be installed.
2. The lists of equipment, tabulations of data and schedules appearing in the Specifications or Drawings are included for assistance and guidance in arriving at a more complete understanding of the intended installation. They are not intended, or to be construed, as relieving the responsibility of the Prime Contractors in making their own takeoffs.
3. It is intended that all mechanical and electrical systems will be complete and in proper operation and that all construction components will be complete and in compliance with accepted construction practice upon completion of the Work. Even if items are missing from the Plans and/or Specifications but are normally required for proper operation of mechanical and electrical systems, or to complete otherwise incomplete construction or to meet governing code requirements, they shall be included by the Contractor at no additional cost to the Owner, unless the Contractor sought and received contradictory interpretation or clarification from the Architect.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.1.2 In the event of conflict, ambiguity and/or unclear circumstances between any of the requirements of the Contract Documents, the requirement that is most inclusive and of highest quantity and/or cost shall govern. The Contractor shall (1) provide the better quality or greater quantity of Work or (2) comply with the more stringent requirement; either or both in accordance with the Architect's interpretation. The Contractor herewith agrees that no extra compensation shall be awarded to him. The terms and conditions of this Section 1.2, however, shall not relieve the Contractor of any obligations set forth in Sections 3.2 and 3.7.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

AIA Document A232 – 2019. Copyright © 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:12:38 ET on 02/15/2023 under Order No.3104237974 which expires on 02/14/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1214609230)

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.4 The Contractor shall provide all labor, materials, equipment, appliances and services necessary to execute and complete all work as required by the Contract Documents and the applicable Building Codes. Whenever any additional materials and/or workmanship not shown or specified are required to complete the Work of the Contract Documents in accordance with the obvious intent thereof, the Contractor shall provide such materials and workmanship at no additional cost to the Owner.

§ 1.2.5 All work mentioned or indicated in the Contract Documents shall be performed by the Contractor as part of this Contract unless it is specifically indicated in the Contract Documents that such Work is to be done by others.

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

§ 1.5.1 For the purposes of this Agreement, the Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing by (1) depositing the notice in the United States mail addressed to the authorized representative as specified in the Contract (or if no representative is specified for such party at the address stated in the Contract) of the party to be notified, postpaid and registered or certified with return receipt requested, (2) depositing the notice for overnight delivery (prepaid or billed to the party giving notice) with a nationally recognized overnight delivery service (e.g. Federal Express, USPS, UPS, etc.) addressed to the authorized representative of the party to be notified (or if no representative is specified for such party at the address stated in the Contract) or (3) by delivering the notice in person to the said authorized representative of the party (or if no representative is specified for such party at the address stated in the Contract). Notices may be made by the party giving the notice by the party's counsel, the authorized representative of the party as specified in the Contract, or by an officer of the party that has authority to bind the party. Notices are to be sent to the designated representative of the party to whom the notice is addressed who specified in the contract, when there is such designation, at the address stated in the Contract. Notice deposited in the mail in accordance with this Section 1.6.1 shall be effective unless otherwise stated in the Contract from and after the fourth (4th) day following the date deposited in a U.S. mail receptacle or when actually received by the party to whom addressed, whichever is earlier. Notices transmitted by overnight delivery shall be effective the first business day (excludes holidays, Saturdays and Sundays) following the day of deposit with the nationally recognized overnight delivery service or when actually received by the party to whom addressed, whichever is earlier. Notice given by delivery in person shall be effective only if and when received by the party to be notified. By giving the other parties at least seven (7) days written notice thereof, the Contractor,

AIA Document A232 – 2019. Copyright © 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:12:38 ET on 02/15/2023 under Order No.3104237974 which expires on 02/14/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1214609230)

Owner, Construction Manager and Architect have the right to change their respective designee and respective address to any address in the United States of America for receipt of notices.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form..

§ 1.8 Confidentiality

§ 1.8.1 The Contractor warrants and represents that the Contractor shall not knowingly or negligently communicate or disclose at any time to any person or entity any materials or information with respect to the Work or the Project, including without limitation any promotional or marketing media or other material or information related to the Owner, the Work or the Project, except: (1) with prior written consent of the Owner, (2) information that was in the public domain prior to the date of the Agreement, (3) information which becomes part of the public domain by publication or otherwise not due to any unauthorized act or omission of the Contractor, (4) as may be required to perform the Work or by any applicable law, or (5) for purposes of coordination with other Prime Contractors. The Contractor and its employees, Subcontractors, Sub-subcontractors and agents hereby agree to indemnify and hold the Owner, the Construction Manager and Architect and their respective employees, consultants, volunteers and agents harmless from and against any cost, damage, liability, loss or claim arising from violation of the foregoing.

§ 1.8.2 The Contractor shall specifically cause all Subcontractors or any other person or entity performing any services, or furnishing any materials or equipment of the Work to warrant and represent all items set forth in this Section 1.8.

§ 1.8.3 The indemnities, representations and warranties contained in this Section 1.8 shall survive the complete performance of the Work or earlier termination of this Agreement.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Construction Manager and the Architect do not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 Deleted

§ 2.2 Deleted

(Paragraphs deleted)

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 The Owner, assisted by the Construction Manager and the Architect, shall secure and pay for the building permit. The Contractor shall comply with and obtain, at its expense, all other licenses and permits required by Federal, State and local laws, rules, and ordinances necessary for the Work.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 The Owner shall retain a construction manager adviser lawfully practicing construction management in the jurisdiction where the Project is located. That person or entity is identified as the Construction Manager in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.4 Deleted

AIA Document A232 – 2019. Copyright © 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:12:38 ET on 02/15/2023 under Order No.3104237974 which expires on 02/14/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1214609230)

§ 2.3.5 The Owner shall furnish surveys, upon written request of the Contractor and to the extent same exist, describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.6 The Owner, through the Architect or Construction Manager, shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner, through the Architect or Construction Manager, shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services. "Reasonable promptness" shall be measured from the time of the Owner's receipt of written request for such information or services.

§ 2.3.7 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3.8 The Owner shall forward all communications to the Contractor through the Construction Manager. Other communication shall be made as set forth in Section 4.2.6.

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a three-day period after receipt of notice from the Owner, Architect or Construction Manager to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without further notice or prejudice to other remedies the Owner may correct such default or neglect at the Contractor's expense. The Owner's reasonable cost of correcting such default or neglect shall be deducted from payments due the Contractor by Change Order, Construction Change Directive, back charge or other means. The Construction Manager or Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies. The Owner's reasonable costs shall include the cost of labor and materials to complete or correct such default or neglect, the Owner's reasonable attorneys' fees made necessary by such default, neglect, or failure, the Owner's expenses made necessary by such default, neglect, or failure and the costs incurred by the Owner for the Construction Manager's and Architect's and their respective consultants' additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner, Construction Manager or the Architect pursuant to this Section 2.5, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

§ 2.6 ACCELERATION CLAUSE

§ 2.6.1 The Owner reserves the right to accelerate the work of the Contract. In the event that the Owner directs acceleration, such directive will be only in written form. The Contractor shall keep cost and other project records related to the acceleration directive separately from normal project costs and records and shall provide a written record of acceleration cost to the Owner on a daily basis.

§ 2.6.2 In the event that the Contractor believes that some action or inaction on the part of the Owner constitutes an acceleration directive, the Contractor shall immediately notify the Owner in writing that the Contractor considers the actions an acceleration directive, with copies to the Architect and Construction Manager. This written notification shall detail the circumstances of the claimed acceleration directive. The Contractor shall not accelerate their work efforts until the Owner responds in writing to the written notification. If acceleration is then directed or required by the Owner, all cost records referred to above shall be maintained by the Contractor and provided to the Owner on a daily basis.

§ 2.6.3 In order to preserve a claim to recover additional costs due to acceleration, the Contractor must document that

AIA Document A232 – 2019. Copyright © 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:12:38 ET on 02/15/2023 under Order No.3104237974 which expires on 02/14/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1214609230)

additional expenses were incurred and paid by the Contractor. Labor costs recoverable will be only overtime or shift premium costs or the cost of additional laborers brought to the site to accomplish the accelerated work effort. Equipment costs recoverable will be only the cost of added equipment mobilized to the site to accomplish the accelerated work effort.

§ 2.6.4 Notwithstanding anything to the contrary contained in this Section 2.6, the Contractor shall not be entitled to any additional costs, expenses or payments in the event of acceleration due to or required as a result of any delays caused by or attributable to the Contractor.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents. The Contractor shall refer to all of the Drawings and all sections of the Specifications and shall perform all work reasonably inferable therefrom as being necessary to produce the indicated results.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Construction Manager or Architect in their administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.1.4 The Contractor shall attend project meetings with the Construction Manager. See Part 1.7 of Specification 013100.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the contract by the Contractor is a representation that the Contractor has carefully examined the Contract Documents and the site, and represents that the Contractor is thoroughly familiar with the nature and location of the Work, the site, the specific conditions under which the Work is to be performed, and all matters which may in any way affect the Work or its performance, including but not limited to (1) the condition, layout and nature of the Project site and surrounding areas, (2) generally prevailing climatic conditions, (3) anticipated labor supply and costs, (4) availability and cost of materials, tools and equipment, (5) any time restrictions for accessing or working at the site, and (6) the storage, handling and trucking of materials to be used on-site. The Contractor further represents that as a result of such examinations and investigations, the Contractor thoroughly understands the Contract Documents and their intent and purpose, and is familiar with all applicable codes, ordinances, laws, regulations, and rules as they apply to the Work, and that the Contractor will abide by same. Claims for additional time or additional compensation as a result of the Contractor's failure to follow the foregoing procedure and to familiarize itself with all local conditions and the Contract Documents will not be permitted.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.5, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Construction Manager and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information submitted to the Construction Manager in such form as the Construction Manager and Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. If the Contractor performs any construction activity which involves an error, inconsistency or omission in the Contract Documents without first providing notice to the Owner, Architect and Construction Manager of such condition and receiving authorization to proceed, the Contractor shall assume responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.

AIA Document A232 – 2019. Copyright © 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:12:38 ET on 02/15/2023 under Order No.3104237974 which expires on 02/14/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1214609230)

§ 3.2.2.3 The accuracy of grades, elevations, dimensions or locations given in the Contract Documents or the work installed by other contractors is not guaranteed by the Architect or the Owner. Any difference which may be found shall be submitted to the Architect through the Construction Manager for resolution before proceeding with the Work. If a minor change in the Work is found necessary due to actual field conditions, the Contractor shall submit through the Construction Manager detailed drawings of such departure for approval by the Architect before making the change. Whether or not an error is believed to exist, deviation from the Contract Documents and the dimensions given therein shall be made only after approval in writing is obtained from the Architect. No extra compensation shall be allowed on account of differences between actual dimensions and the dimensions indicated in the Contract Documents.

§ 3.2.2.4 Before ordering any materials, performing work, or connecting its Work to existing structures or other contractor's work, the Contractor shall verify all dimensions and the suitability of the existing structures or work to receive the Contractor's Work. Any errors due to the Contractor's failure to verify such grades, elevations, dimensions, or locations shall be rectified promptly by the Contractor without any additional cost to the Owner.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Construction Manager and Architect any nonconformity discovered by or made known to the Contractor as a request for information submitted to Construction Manager in such form as the Construction Manager and Architect may require.

§ 3.2.4 If the Contractor believes that additional work, or work of more expensive character than that shown or inferred by the Contract Drawings is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall notify the Architect through the Construction Manager within five (5) business days from receipt of such clarifications or instructions. If no adjustment is made by the Architect in response to such notice within five (5) business days of such notice, to preserve its claim for additional costs or time as result of the Architect's clarifications or instructions, the Contractor must submit a Claim(s) as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay for the correction of work done without the approval of the Architect and the costs and/or damages incurred by the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.2.5 Where existing conditions are obscured or concealed from the Owner or Architect's view prior to the start of this Project's construction activities, portrayal of such conditions in the documents is based on reasonable implications and assumptions. The Owner and Architect do not imply or guarantee to the Contractor in any way that such portrayals in the Documents are accurate or true.

§3.2.5.1 The Contractor may submit requests for information to the Architect to help facilitate the Contractor's performance of the contract. Prior to submitting each request for information, the Contractor shall first carefully study and compare the Contract Documents, field conditions, other Owner provided information, Contractor prepared Coordination Drawings, and prior Project correspondence and documentation to determine that the information to be requested is not reasonably obtainable from such sources.

§ 3.2.5.2 Each request for information shall be submitted to the Construction Manager, in writing. Each request for information shall identify the specific sources which were reviewed by the Contractor in an effort to determine the information requested, and a statement to the effect that the information being requested could not be determined from such sources. After review, the Construction Manager will forward the request to the Architect.

§ 3.2.5.3 The Contractor shall submit each request for information sufficiently in advance of the date by which such information is requested in order to allow the Architect sufficient time, in the Architect's professional judgment, to permit adequate review and response and to permit Contractor compliance with the latest construction schedule.

§ 3.2.5.4 The Construction Manager shall maintain a log at the Project site that sequentially numbers and lists each request for information. This log shall contain the Drawings reference or Specification section to which the request

AIA Document A232 – 2019. Copyright © 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:12:38 ET on 02/15/2023 under Order No.3104237974 which expires on 02/14/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1214609230)

pertains, the date of the request, to whom the request was made, by whom the request was made, the nature of the request, and the Architect's resolution thereof. This log shall be reviewed at each Project meeting and the status of the requests for information shall be made part of the minutes of such meetings.

§ 3.2.5.5 The Contractor shall reimburse the Owner amounts charged to the Owner by the Architect or Construction Manager for responding to Contractor requests for information where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner provided information, Contractor prepared Coordination Drawings, or prior Project correspondence or documentation.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner, the Construction Manager, and the Architect, and the Contractor shall propose alternative means, methods, techniques, sequences, or procedures and the Contractor shall disclose any effect on any warranties, including the Contractor's general warranty. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. The Construction Manager shall review the proposed alternative for sequencing, constructability, and coordination impacts on the other Contractors. Unless the Architect or the Construction Manager objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of the Project already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 It is understood and agreed that the relationship of the Contractor to the Owner shall be that of an independent contractor. Nothing contained in or inferable from the Contract Documents shall be deemed or construed to (1) make the Contractor the agent, servant or employee of the Owner or (2) create any partnership, joint venture or other association between the Owner and Contractor. Any direction or instruction by the Owner regarding the Work shall be given solely to relate the results the Owner desires to obtain from the Work and shall not be construed as affecting the Contractor's independent contractor status.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.1.1 The Contractor shall be responsible for coordinating the work of its own forces and the work of subcontractors engaged by it to perform the Work of the Project on its behalf. The Contractor shall review any specified procedure(s) or installation procedure(s) with its employees and/or subcontractors, including those recommended by any product manufacturer, prior to the commencement of the relevant portion of the Work to be performed.

§ 3.4.1.2 The Contractor is solely responsible for managing labor and labor relations with respect to those engaged by it to perform the Work of the Project, including labor disputes or concerted activity, direct or indirect. No delay in the performance of the Work shall be excused by reason of labor problems affecting the Contractor or any subcontractor. There shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity at the Project sites for any reason by anyone employed or engaged by the Contractor to perform its portion of the Work. There shall be no lockout at the Project by the Contractor.

AIA Document A232 – 2019. Copyright © 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:12:38 ET on 02/15/2023 under Order No.3104237974 which expires on 02/14/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1214609230)

§ 3.4.1.3 Should it become necessary to create a separate entrance for a Contractor involved in a dispute, all costs associated with creating such entrance shall be borne by the Contractor involved in the dispute. Such costs shall include but not be limited to signage, fencing, temporary roads and security personnel.

§ 3.4.1.4 The Contractor shall be liable to the Owner for all damages and additional costs incurred by the Owner as result of strikes, picketing, work stoppages, slowdowns or other disruptive activity at the Project sites caused by the Contractor's labor relations.

§ 3.4.1.5 In the event of strikes or labor disputes by the Contractor's forces or other prime contractors, or separate contractors performing work for the Owner, the Contractor shall continue with its work and provide all necessary manpower as required to maintain the schedule and completion dates of the Project. The Contractor shall ensure that its Work continues uninterrupted during the pendency of a labor dispute.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect, in consultation with the Construction Manager, and in accordance with a Change Order or Construction Change Directive. See Specification 012500.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. The Owner reserves the right to object to Contractor's use of persons who appear unfit or not skilled in the tasks assigned to them. Should any disorderly, incompetent, unfit or unskilled person be hired or employed by the Contractor, upon or about the premises of the Owner, for any purpose or in any capacity, upon request of the Owner, such person shall be removed from the Project and shall not be reassigned to the Project without the prior written permission of the Owner, through the Construction Manager.

§ 3.4.4 All products submitted for use and incorporated into this Project shall be asbestos free. The Contractor is obligated, by executing the Contract with the Owner, to ensure that absolutely no asbestos containing material is used in conjunction with the performance of its Work. It is the Contractor's sole responsibility to ensure that no asbestos containing material is built into the construction, or that any equipment or materials used in the construction contain any asbestos containing material. If asbestos containing material is found, at any time during or after the construction is completed, it shall be the responsibility of the Contractor who installed said material to remove it and replace it with new non-asbestos containing material, in accordance with federal, state and local mandates, and to indemnify all their employees, agents, or servants or any third parties including but not limited to the Owner, the Construction Manager and the Architect, and their respective contractors, consultants, agents or employees for any costs or damages incurred on account of the presence, removal and remediation of asbestos containing material as a result of the acts or omissions of the Contractor, its subcontractors and/or their respective officers, directors, employees, agents or servants. This provision will be limited only to the extent required by law, is in addition to the indemnities provided in Section 3.18 and elsewhere in the Contract Documents and shall survive the termination or expiration of the Contract.

§ 3.4.5 Contractor shall furnish the Construction Manager in writing the names, addresses and telephone numbers of the members of Contractor's organization who can be contacted in the event of an off-hours emergency at the Project site.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner, Construction Manager, and Architect that materials and equipment furnished under the Contract will be of good quality, new and of recent manufacture unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective and shall be removed and replaced at the Contractor's expense unless otherwise agreed to by the Owner. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Construction Manager or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

AIA Document A232 – 2019. Copyright © 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:12:38 ET on 02/15/2023 under Order No.3104237974 which expires on 02/14/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1214609230)

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4. If not already in the name of the Owner, the Contractor shall assign to the Owner at the time of Final Completion of the Work, unless otherwise provided in the Certificate of Substantial Completion, any and all manufacturer's warranties relating to materials, equipment, fixtures and/or labor incorporated into the Work.

§ 3.5.3 The warranties in this Section 3.5 shall be in force for a minimum duration of one (1) year after the date of Final Completion of the Work or designated portion thereof, or after the date for commencement of warranties established in the Certificate of Substantial Completion or by terms of any applicable special or extended warranty required by the Contract Documents, whichever duration is longer. The warranty provided by the Contractor in this Section 3.5 is in addition to any warranty provided by equipment and material manufacturer. Notwithstanding anything to the contrary contained in the Contract Documents, all warranties shall be construed in the manner and duration most favorable to the Owner. The warranties in this Section 3.5 shall survive expiration and/or termination of the Contract.

§ 3.5.4 The Contractor shall perform its Work in such a manner as to preserve all manufacturer's warranties on materials, equipment, fixtures and/or labor incorporated into the Work. The Contractor will exercise its best efforts to service and to enforce for the benefit of the Owner all manufacturer's warranties on materials, equipment, fixtures and/or labor incorporated into the Work.

§ 3.5.5 The Contractor warrants good and legal title to all materials, equipment and fixtures installed or incorporated into the Work.

§ 3.5.6 All corrections to defective or deficient Work, material or equipment shall be made at the convenience of the Owner.

§ 3.6 Taxes

§ 3.6.1 Except as otherwise set forth below, the Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.6.2 As a political subdivision of the State of New York and not for profit educational institution, the Owner is exempt from payment of Federal, State and local sales and use taxes, on all materials and supplies incorporated into the Project pursuant to the provisions of the Contract Documents. These taxes are not to be included in bids. This exemption does not apply to machinery, equipment, tools and other items purchased, leased, rented or otherwise acquired for the Contractor's use in part or entirely in connection with the Work and the Contractor and subcontractors shall be responsible for any and all applicable taxes, including sales and use taxes, on such items. The exemption only applies to materials, machinery and equipment fully incorporated into the Work of the Contractor as accepted by the Architect and the Owner. Upon request, Owner will furnish proof of its exemption to the Contractor.

§ 3.7 Permits, Fees, Notices, and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Owner, assisted by the Construction Manager and Architect, shall secure and pay for the building permit. The Contractor shall secure, comply with and pay for other permits, fees, licenses, approvals and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.2.1 In the event any violations are placed upon the Owner or its property by any public authority as a result of actions or omissions of the Contractor, including but not limited to failing to provide such notices, the Contractor shall be solely responsible for such violations and shall bear all costs attributable thereto. Funds in an amount at least sufficient to correct such violations, as determined by the Architect in consultation with the Construction Manager, may be withheld until all such violations are cured to the satisfaction of the issuing public authority.

AIA Document A232 – 2019. Copyright © 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:12:38 ET on 02/15/2023 under Order No.3104237974 which expires on 02/14/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1214609230)

§ 3.7.3 If the Contractor performs Work knowing (or having reason to know) it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner, Construction Manager, and the Architect before conditions are disturbed and in no event later than 7 days after first observance of the conditions. The Architect and Construction Manager will promptly investigate such conditions and, if the Architect, in consultation with the Construction Manager, determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect, in consultation with the Construction Manager, determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify in writing the Owner, Construction Manager, and Contractor, stating the reasons. If the Contractor disputes the Architect's determination or recommendation, the Contractor party may submit a Claim as provided in Article 15.

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

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents:

- **.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- **.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order or, absent agreement, by Construction Change Directive. The amount of the Change Order or Construction Change Directive shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. To the extent Work is being performed contemporaneously at two different facilities of the Owner, the Contractor shall assign different superintendents to each facility. The superintendent shall be in attendance at the Project site throughout the Work, including completion of the punch list. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. The superintendent shall be qualified in the type of work to be performed by the Contractor. If the superintendent is not able to speak or read English, to facilitate communications between and with other Contractors, all Subcontractors, the Owner, the Construction Manager and the Architect, the Contractor must provide, at the Contractor's sole cost and expense, a full-time on-site interpreter(s) who can read and speak English as well as read and speak the dominant language(s) of the superintendent.

AIA Document A232 – 2019. Copyright © 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:12:38 ET on 02/15/2023 under Order No.3104237974 which expires on 02/14/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1214609230)

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect, through the Construction Manager, of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Construction Manager may notify the Contractor, stating whether the Owner, the Construction Manager, or the Architect (1) has reasonable objection to the proposed superintendent or (2) require additional time for review. Failure of the Construction Manager to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner, Construction Manager, or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed, unless the superintendent leaves the Contractor's employ. Should the superintendent leave the Contractor's employ, the Contractor shall promptly designate a new superintendent. The superintendent shall be changed promptly upon request of the Owner for good cause shown.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information, and the Construction Manager's use in developing the Project schedule, a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed the time limits included in the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Contractors, or the construction or operations of the Owner's own forces or Separate Contractors. Submission of an acceptable construction schedule shall be a prerequisite to initial payment.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Construction Manager's and Architect's approval. The Architect and Construction Manager's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Construction Manager and Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall participate with other Contractors, the Construction Manager, and the Owner in reviewing and coordinating all schedules for incorporation into the Project schedule that is prepared by the Construction Manager. The Contractor shall make revisions to the construction schedule and submittal schedule as deemed necessary by the Construction Manager to conform to the Project schedule.

§ 3.10.4 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner, Construction Manager, and Architect, and incorporated into the approved Project schedule.

§ 3.10.5 Should the Contractor, either in person or through a subcontractor, fail to maintain progress according to the submitted schedules and/or the Project Schedule, or cause delay to another contractor or subcontractor, the Contractor shall furnish such additional labor, materials, equipment and/or services and/or work such overtime as may be necessary to bring the Contractor's operations up to schedule, at no additional expense to the Owner. Failure to maintain schedule or to take the above steps to regain the schedule shall constitute a default. The actions taken to bring operations in compliance with the Project Schedule shall not constitute "acceleration" or be deemed to constitute an acceleration directive.

§ 3.10.5.1 If the Contractor's failure to maintain schedule or to take steps to regain the schedule, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitation, (1) working additional shifts or overtime, (2) supplying additional manpower, equipment, and facilities and (3) other similar measures (hereinafter referred to collectively as Extraordinary Measures). Such Extraordinary Measures shall continue until the progress of the Work complies with the stage of

AIA Document A232 – 2019. Copyright © 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:12:38 ET on 02/15/2023 under Order No.3104237974 which expires on 02/14/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1214609230)

completion required by the Project Schedule. The Owner's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the construction schedule and shall not be construed as or deemed to constitute an acceleration directive by the Owner.

§ 3.10.5.2 The Contractor shall not be entitled to an adjustment in the Contract Sum in connection with actions taken by the Contractor to regain the schedule or any Extraordinary Measures required by the Owner under or pursuant to this Section 3.10.5.

§ 3.10.5.3 The Owner may exercise the rights furnished the Owner under or pursuant to this Section 3.10.5 as frequently as the Owner deems necessary to ensure that the Contractor's performance of the Work will comply with any Milestone Date or completion date set forth in the Project Schedule.

§ 3.10.5.4 The Owner reserves the right to withhold payment until such time as the Contractor submits a schedule showing work to be again on schedule in accord with the Project Schedule.

§ 3.11 Documents and Samples at the Site

§ 3.11.1 The Contractor shall make available, at the Project site, the Contract Documents, including Drawings, Specifications, Addenda, Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction as well as the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Construction Manager, Architect, Owner, and representatives of any governmental entity with authority over the Project, and delivered to the Construction Manager for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.11.2 The Contractor shall maintain at the Project site, and shall make available to Owner, Construction Manager, Architect and representatives of any governmental agency with authority over the Project, one record copy of the Drawings in good order and marked currently to indicate field changes and selections made during construction (the "Record Drawings", also referred to as "As-built Drawings").

§ 3.11.2.1 The Record Drawings shall be prepared and updated during the prosecution of the Work in accordance with procedures specified in Section 017839.

§ 3.11.3 Final payment shall not be due and owing to Contractor until the Record Drawings are received in satisfactory form by the Owner and all other closeout requirements are met.

§ 3.12 Shop Drawings, Product Data, and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect and Construction Manager is subject to the limitations of Sections 4.2.10 through 4.2.12. Informational submittals upon which the Construction Manager and Architect are not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Construction Manager or Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Construction Manager, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the Project submittal schedule approved by the Construction Manager and Architect

AIA Document A232 – 2019. Copyright © 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:12:38 ET on 02/15/2023 under Order No.3104237974 which expires on 02/14/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1214609230)

or, in the absence of an approved Project submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of other Contractors, Separate Contractors, or the Owner's own forces. The Contractor shall cooperate with the Construction Manager in the coordination of the Contractor's Shop Drawings, Product Data, Samples, and similar submittals with related documents submitted by other Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner, Construction Manager, and Architect, that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Contractor represents and warrants that all Shop Drawings shall be prepared by persons and entities possessing knowledge and experience in the trade for which the Shop Drawing is prepared**.** The Contractor shall communicate and supply Shop Drawings to other Contractors to ensure proper coordination.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been reviewed and approved by the Architect. If the Contractor elects to perform work without such approvals, same shall be at the Contractor's own risk and expense.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Construction Manager and Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 Upon the Architect's rejection of the Contractor's Shop Drawings, Product Data, Samples or other similar submittals, the Contractor shall review the rejection and re-submit such Shop Drawing, Product Data, Sample or other similar submittal in accordance with the Architect's instruction. The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions which have been made, including revisions not specifically requested by the Construction Manager and Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to revisions that were not highlighted or noted.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

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

AIA Document A232 – 2019. Copyright © 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:12:38 ET on 02/15/2023 under Order No.3104237974 which expires on 02/14/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1214609230)

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

§ 3.12.10.3 When professional certification of performance criteria of materials, systems or equipment is required of the Contractor, the Architect shall be entitled to rely in a reasonable and professional fashion upon the accuracy and completeness of such calculations and certifications, provided, however, if the Architect, in its reasonable and professional judgment considers it advisable, the Architect shall verify the accuracy and completeness of any and all such calculations and/or certifications. In the event any and all such calculations and/or certifications are found to be inaccurate and/or incomplete by the Architect, the Contractor shall assume full responsibility and shall bear all costs attributable or related thereto, including, without limitation, the expense of the Architect's additional services associated with the verification of such calculations and/or certifications and the expense of the Architect's additional service made necessary by the failure of such calculations and/or certifications to be accurate or complete.
§ 3.12.13 If the Architect is required to review any Contractor submittal more than twice, the Contractor shall bear the cost and expense incurred by the Owner for the Architect and Construction Manager to perform such additional review.

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

§ 3.13.2 The Contractor shall coordinate the Contractor's operations with, and secure the approval of, the Construction Manager before using any portion of the site. Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it is to be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, damage, and all other adversity is solely the responsibility of the Contractor. The Contractor shall be held responsible for repairs, patching, or cleaning arising from such use.

§ 3.13.3 Without prior approval of the Owner through the Construction Manager, the Contractor shall not permit any workers to use any existing facilities at the Project site, including, without limitation, lavatories, toilets, entrances, and parking areas other than those designated by the Owner through the Construction Manager. Without limitation of any other provision of the Contract Documents, the Contractor shall use his best efforts to comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site and the Owner's facilities (including but not limited to school buildings) as amended from time to time. The Contractor shall immediately notify the Owner in writing, if during the performance of the Work, the Contractor finds compliance with any portion of the rules and regulations to be impracticable, setting forth the problems of such compliance and suggesting alternatives through which the same results intended by such portions of the rules and regulations can be achieved. The Owner may, in the Owner's sole discretion, adopt such suggestions, develop new alternatives or require compliance with the existing requirements of the rules and regulations. The Contractor shall also comply with all insurance requirements and collective bargaining agreements applicable to use and occupancy of the Project site and the Owner's facilities (including but not limited to school buildings).

§ 3.13.4 The Contractor shall repair or replace any existing trees, shrubbery or other plantings that are to remain after completion of the Project that are damaged by operations and/or workers employed by the Contractor in performance of its Contract.

§ 3.13.5 Contractor shall insure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed in such a manner that areas adjacent to the site of the Work shall be free from all debris, building materials and equipment. Without limitation of any other provision of the Contract Documents, Contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of (1) any areas and buildings adjacent to the site of the Work or (2) the existing building(s) at the site of the Work.

§ 3.13.6 The Contractor shall provide full and free access for the Architect, Construction Manager, Owner and/or their representatives and consultants, to inspect job materials, equipment, fabrication facilities, and storage locations, at and away from the site of the Work.

AIA Document A232 – 2019. Copyright © 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:12:38 ET on 02/15/2023 under Order No.3104237974 which expires on 02/14/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1214609230)

§ 3.13.7 Employees, vehicles, equipment and material of the Contractor and of all others utilized by the Contractor for the performance of its Work, shall enter onto the construction site only at those locations designated or approved by the Construction Manager.

§ 3.13.8 Only such vehicles, trucks and equipment shall be parked or stored within the work areas as are absolutely necessary for performing the Work, and only for the length of time that is absolutely necessary for performing the portion of the Work for which they are needed.

§ 3.13.9 The Contractor shall provide necessary and required security measures to adequately safeguard the construction sites from vandalism and intrusion of unauthorized persons. The Project sites must be secured 24 hours a day, 7 days a week, including holidays. The Contractor's failure to secure the site as required by this section may result in the Owner engaging security services. All costs and expenses associated with the Owner's security of the Project sites will be back charged to the Contractor. While the Owner may have security guards patrolling its properties, including but not limited to the Project sites, the function of such security guards is not for the purpose of guarding the Contractor's property, operations or work.

§ 3.13.10 The Contractor and any entity for which the Contractor is responsible shall not erect any sign on the Project site without the written consent of the Owner provided through the Construction Manager, which may be withheld in the sole discretion of the Owner.

§ 3.13.11 The Contractor shall provide all barriers and protection as required to safeguard the work, traffic to and from the site, the public and the occupants of the building during construction. The Prime Contractors shall comply with all fire code regulations during construction, which include among other things regulations regarding vehicular parking, smoke partitions, rescue window obstructions, and use of extension cords.

§ 3.13.12 Rules of Conduct

1. No smoking is allowed anywhere on Owner's property per New York State law. Violators are subject to a $1,000 fine and/or banishment from the property.

2. No drinking of alcoholic beverages or use of controlled substances allowed on Owner's property. No reporting to work impaired by alcohol or controlled substances allowed. The Contractor bears the responsibility of ensuring its, and its subcontractors, employees are not impaired in any manner that would jeopardize the safety of the public, the employees of other Contractors and their Subcontractors, the Owner, Architect, and Construction Manager.

3. All Contractors, subcontractors, suppliers and their employees are to refrain from conversing with the Owner's personnel, volunteers, invitees and students. Any construction employees found doing so will be removed from the site. NO COMMUNICATION BETWEEN WORKERS AND STUDENTS WILL BE TOLERATED.

4. All Contractors, subcontractors, suppliers, and their employees are to refrain from using indecent language. All doing so will be removed from the site. Artwork and decoration found on vehicles belonging to Contractor's or Subcontractor's employees parked on or near the Owner's property that contain indecent language or pictures shall either be covered or removed from the location.

5. All construction personnel shall wear photo ID badges. Photo ID badges are to be provided by the Contractor and receive approval of the Owner, through the Construction Manager.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

AIA Document A232 – 2019. Copyright © 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:12:38 ET on 02/15/2023 under Order No.3104237974 which expires on 02/14/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1214609230)

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner, Separate Contractors, or of other Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner, Separate Contractors, or by other Contractors except with written consent of the Construction Manager, Owner, and such other Contractors or Separate Contractors. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Separate Contractors, other Contractors, or the Owner, its consent to cutting or otherwise altering the Work.

§ 3.14.3 Only trades persons skilled and experienced in cutting and patching shall perform such work.

§ 3.15 Cleaning Up

§ 3.15.1 On a daily basis, the Contractor shall keep the work areas, Owner's premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract.

§ 3.15.2 At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project. In addition, at the completion of the Work, the Contractor shall perform the following final cleaning:

.1 Remove temporary protection and facilities installed for protection of work during construction unless otherwise directed by the Owner, Architect or Construction Manager
.2 Clean transparent materials including glass in doors and windows.
.3 Replace any damaged glass.
.4 Clean each surface or unit to the condition expected in normal commercial building cleaning in compliance with manufacturer instructions.
.5 Clean exposed finishes to a dust free condition, free of stains, films, fingerprints and similar foreign substances.
.6 Clean floors as recommended by the manufacturers if new, vacuum existing carpeted floors and mop existing wood, ceramic tile and vinyl tile floors.
.7 Wipe surfaces of mechanical and electrical equipment, to remove excess lubrication and other substances.
.8 Clean plumbing fixtures to a sanitary condition.
.9 Clean light fixtures and lamps.

§ 3.15.3 Comply with authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials on Owner's premises. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.

§ 3.15.4 If the Contractor fails to clean up as provided in the Contract Documents, the Owner, or Construction Manager with the Owner's approval, may do so and the Owner shall be entitled to reimbursement from the Contractor(s) who failed to clean. The cost will be divided among each Contractor who has not cleaned their debris and shall include any custodial overtime, Construction Manager's administration fees, etc. If the Owner is not reimbursed for such costs, the Contractor's share of such costs shall be deducted from the next payment to the Contractor.

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

AIA Document A232 – 2019. Copyright © 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:12:38 ET on 02/15/2023 under Order No.3104237974 which expires on 02/14/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1214609230)

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner, Owner's Board of Education, Construction Manager, Architect, and each of their respective officers, directors consultants, agents and employees from and against claims, damages, losses, judgments, fines, penalties, costs and expenses, including but not limited to attorneys' fees, attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or resulting from performance of the Work by the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, judgment, fine, penalty, cost or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.1.1 The Owner's right to indemnification shall in no way be diminished, waived or discharged by the exercise of any other remedy provided by the Contract Documents or by law.

§ 3.18.1.2 The Owner may withhold from an offending Contractor's Contract Sum an amount sufficient to cover any damages, losses, judgments, fines, penalties, costs and expenses sustained by person or entity indemnified by the Contractor pursuant to this Section 3.18 and all expenses and costs associated with the damage sustained.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligations under this Section 3.18 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 3.18.3. To the fullest extent permitted by law, the Contractor's indemnity obligations under this Section 3.18 shall, but not by way of limitation, specifically include all claims, damages, suits, proceedings, actions, fines, penalties, charges, and judgments, which may be made against the Owner, the Architect, the Construction Manager and their respective consultants, officers, directors, officials, employees, servants and agents under any applicable statute, rule, regulation or ordinance, including the New York State Labor Law, the New York State Occupational Safety and Health Act, the Federal Occupational Safety and Hazardous Act and similar laws of other governmental bodies having jurisdiction over the Owner's property or Project due to the method of execution of the Work of the Contractor or its Subcontractor(s) or their respective officers, directors, employees, contractors, suppliers, servants, agents or any person or firm directly or indirectly engaged by such Contractor or Subcontractor.

§ 3.18.4 As an addition to and not a limitation of the indemnity provided in Section 13.18.1, to the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner, the Architect and the Construction Manager and their respective consultants, officers, directors, officials, employees, servants and agents (the "Indemnitees") of and from any and all liability, claims, damages, losses, suits, proceedings, actions, obligations, fines, penalties, charges, judgments, costs and expenses, including but not limited to attorneys' fees, for violation of any statute, rule, regulation or ordinance arising from the acts or omissions in the performance of the Contract of the Contractor or its Subcontractor(s) or their respective officers, directors, employees, contractors, suppliers, servants, agents or any person or firm directly or indirectly engaged by such Contractor or Subcontractor in the performance of the Contract.

§ 3.18.5 As an addition to and not a limitation of the indemnity provided in Section 13.18.1, to the fullest extent permitted by law, the Contractor also shall defend, indemnify and hold harmless the Owner, the Architect and the Construction Manager and their respective consultants, officers, directors, officials, employees, servants and agents (the "Indemnitees"), at the Contractor's sole expense, against any claims, actions, lawsuits or proceedings brought against the Indemnitees as a result of any and all public improvement liens filed against the payments due the Contractor or the Contract Sum as well as any other liens filed against the Owner's property or facilities. The Contractor hereby agrees to indemnify and hold harmless the Indemnities against any liability, claims, damages, losses, obligations, fines, penalties, charges, judgments, costs and expenses, including but not limited to attorneys' fees, suffered or incurred by Indemnities as a result of such liens, claims, actions, lawsuits or proceedings.

§ 3.18.6 Whenever any party to the Contract is required in words or substance to indemnify or hold harmless another party, whether or not the following is expressly included in whole or in part in the paragraph or section with regard to such particular indemnification and hold harmless provision, such indemnification and hold harmless provision shall

AIA Document A232 – 2019. Copyright © 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:12:38 ET on 02/15/2023 under Order No.3104237974 which expires on 02/14/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1214609230)

include, but not be limited to, the payment or reimbursement of all judgments, claims, damages, losses, fees costs and expenses and litigation costs and expenses, including but not limited to, the reasonable fees of its attorneys and witnesses.

§ 3.18.7 Whenever the Contractor is required in this Section 3.18 or any other provision of the Contract Documents to defend the Owner, the Architect, or the Construction Manager or their respective consultants, officers, directors, officials, employees, servants and agents (the "Indemnitees") against any claim, action, or proceeding, in the event the Contractor shall fail or refuse to defend any one or more of the Indemnitees, the Contractor shall be liable to such Indemnitee for all costs and expenses such Indemnitee incurs in defending such claim, action or proceeding and all costs and expenses of such Indemnitee, including attorneys' fees, incurred to recover such defense costs from the Contractor.

§ 3.18.8 The Contractor's obligations under this Section 3.18 are in addition to and in no way limits or abrogates any other indemnity obligation of the Contractor included in any other provision of the Contract Documents. The Contractor's obligations under this Section 3.18 shall survive the expiration and/or termination of the Contract, in whole or in part.

§ 3.19 DAILY RECORDS CLAUSE

§ 3.19.1 The Contractor shall prepare and maintain Daily Inspection Records to document the progress of the work on a daily basis. Such daily records shall include a daily accounting of all labor and all equipment on the site for the Contractor and all subcontractors, at any tier. Such daily records will make a clear distinction between work being performed under Change Order, base scope work and/or disputed work.

§ 3.19.2 In the event that any labor or equipment is idled, , the daily records shall record which laborers and equipment were idled, for how long and the reason such labor or equipment was idle. In the event that specific work activities were stopped, solely as a result of Owner, Construction Manager or Architect actions or inactions, and labor and equipment was reassigned to perform work on other activities, the daily records will make a clear record of which activities were stopped and where labor and equipment was redirected to.

§ 3.19.3 Such daily records shall be copied and provided to the Owner through the Construction Manager at the end of every week.

ARTICLE 4 ARCHITECT AND CONSTRUCTION MANAGER

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 The Construction Manager is the person or entity retained by the Owner pursuant to Section 2.3.3 and identified as such in the Agreement.

(Paragraph deleted)

§ 4.2 Administration of the Contract

§ 4.2.1 The Construction Manager and Architect will provide administration of the Contract as described in the Contract Documents and will be the Owner's representatives during construction until the date the Architect issues the final Certificate for Payment. The Construction Manager and Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect will keep the Owner and the Construction Manager reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and Construction Manager (1) known deviations from the Contract Documents and from the most recent Project schedule prepared by the Construction Manager, and (2) defects and deficiencies observed in the Work.

AIA Document A232 – 2019. Copyright © 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:12:38 ET on 02/15/2023 under Order No.3104237974 which expires on 02/14/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1214609230)

§ 4.2.3 The Construction Manager shall provide one or more representatives who shall be in attendance at the Project site whenever the Work is being performed. The Construction Manager will determine in general if the Work observed is being performed in accordance with the Contract Documents, will keep the Owner and Architect reasonably informed of the progress of the Work, and will promptly report to the Owner and Architect (1) known deviations from the Contract Documents and from the most recent Project schedule, and (2) defects and deficiencies observed in the Work.

§ 4.2.4 The Construction Manager will schedule and coordinate the activities of the Contractor and other Contractors in accordance with the latest approved Project schedule.

§ 4.2.5 The Construction Manager, except to the extent required by Section 4.2.4, and Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Construction Manager nor the Architect will have control over or charge of, or be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 4.2.6 Communications. Except when direct communications have been specifically authorized or when emergency circumstances necessitate direct communications, the Owner shall communicate with the Contractor and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. Communications by and with the Architect's consultants shall be through the Architect. Except when emergency circumstances necessitate direct communications, communications by and with Subcontractors and suppliers shall be through the Contractor. Except when emergency circumstances necessitate direct communications, communications by and with other Contractors shall be through the Construction Manager. Communications by and with the Owner's own forces and Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.7 The Construction Manager and Architect will review and certify all Applications for Payment by the Contractor, in accordance with the provisions of Article 9.

§ 4.2.8 The Architect and Construction Manager have authority to reject Work that does not conform to the Contract Documents and will notify each other about the rejection. Whenever the Construction Manager or Architect considers it necessary or advisable, the Construction Manager and Architect individually will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, upon written authorization of the Owner, whether or not the Work is fabricated, installed or completed. The foregoing authority of the Construction Manager and Architect will be subject to the provisions of Sections 4.2.18 through 4.2.20 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor the Construction Manager's authority to act under this Section 4.2.8 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Construction Manager to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons performing any of the Work.

§ 4.2.9 Utilizing the submittal schedule provided by the Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from other Contractors, the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval.

§ 4.2.10 The Construction Manager will receive and promptly review for conformance with the submittal requirements of the Contract Documents, all submittals from the Contractor such as Shop Drawings, Product Data, and Samples. Where there are other Contractors, the Construction Manager will also check and coordinate the information contained within each submittal received from the Contractor and other Contractors and transmit to the Architect those recommended for approval. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Construction Manager represents to the Owner and Architect that the Construction Manager has reviewed and recommended them for approval. The Construction Manager's actions will be taken in accordance with

AIA Document A232 – 2019. Copyright © 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:12:38 ET on 02/15/2023 under Order No.3104237974 which expires on 02/14/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1214609230)

the Project submittal schedule approved by the Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review by the Architect.

§ 4.2.11 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Upon the Architect's completed review, the Architect shall transmit its submittal review to the Construction Manager.

§ 4.2.12 Review of the Contractor's submittals by the Construction Manager and Architect is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Construction Manager and Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Construction Manager and Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.13 The Construction Manager will prepare Change Orders and Construction Change Directives.

§ 4.2.14 The Construction Manager and the Architect will take appropriate action on Change Orders or Construction Change Directives in accordance with Article 7, and the Architect will have authority to order minor changes in the Work as provided in Section 7.4. The Architect, in consultation with the Construction Manager, will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.15 Utilizing the documents provided by the Contractor, the Construction Manager will maintain at the site for the Owner one copy of all Contract Documents, approved Shop Drawings, Product Data, Samples, and similar required submittals, in good order and marked currently to record all changes and selections made during construction. These will be available to the Architect and the Contractor, and will be delivered to the Owner upon completion of the Project.

§ 4.2.16 The Construction Manager will assist the Architect in conducting inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion in conjunction with the Architect pursuant to Section 9.8; and receive and forward to the Owner written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10. The Construction Manager will forward to the Architect a final Application and Certificate for Payment or final Project Application and Project Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 4.2.17 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Construction Manager of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.18 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractor through the Construction Manager. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. Such interpretations may, at the Architect's option, be issued in the form of additional drawings or instructions or both indicating in greater detail the construction or design of the various parts of the Work; such drawings or instructions may be effected by response to request for information, Field Order, Construction Change Directive, or other notice to the Contractor, and provided such drawings and/or instructions are, in the opinion of the Architect, reasonably consistent with the previously existing Contract Documents, the Work shall be executed in accordance with such additional drawings and/or instructions without additional cost to the Owner or extensions of the Contract Time.

§ 4.2.19 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations

AIA Document A232 – 2019. Copyright © 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:12:38 ET on 02/15/2023 under Order No.3104237974 which expires on 02/14/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1214609230)

and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions that are consistent with the Contract Documents.

§ 4.2.20 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.21 The Construction Manager will receive and review requests for information from the Contractor, and forward each request for information to the Architect, with the Construction Manager's recommendation. The Architect will review and respond in writing, through the Construction Manager, to requests for information about the Contract Documents. The Construction Manager's recommendation and the Architect's response to each request will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site or to furnish material or equipment for a portion of the Work. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.1.3 The term "Specialist" or "Specialty Contractor" when used in the Specifications shall mean an individual or firm of established reputation, or, if newly organized, whose personnel have previously established a reputation in the same field, which is regularly engaged in, and which maintains a regular force of workers skilled in either manufacturing or fabricating items required by the Contract, installing items required by the Contract, or otherwise performing work required by the Contract. Where the Specifications require installation by a "Specialist" or "Specialty Contractor", that term also shall 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. All other requirements and provisions contained in these documents pertaining to Subcontractors and sub-subcontractors are applicable to "Specialists" and "Specialty Contractors".

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

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract but no more than fourteen (14) days after receipt of notice of award of the Contract, shall notify the Construction Manager, for review by the Owner, Construction Manager and Architect, of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Construction Manager may notify the Contractor whether the Owner, the Construction Manager or the Architect (1) has reasonable objection to any such proposed person or entity or, (2) requires additional time for review. Failure of the Construction Manager to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.1.1 Failure to object to a Subcontractor shall not constitute a waiver of the requirements of the Contract Documents and all labor and materials furnished shall conform to such requirements.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner, Construction Manager or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner, Construction Manager or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner, Construction Manager or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the

AIA Document A232 – 2019. Copyright © 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:12:38 ET on 02/15/2023 under Order No.3104237974 which expires on 02/14/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1214609230)

Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner, Construction Manager or Architect makes reasonable objection to such substitution.

§ 5.2.5 Notwithstanding any other provision of the Contract Documents, Contractor shall perform at least twenty-five percent (25%) of the field work by its own employees. For the purpose of the preceding sentence, any part of the work performed by supervisory personnel (persons above level of foreman) or by the office personnel shall not be considered part of the work performed by the Contractor's employees. Such items as bonds, certificates, shop drawings and similar items do not count towards the twenty-five percent (25%) requirements.

§ 5.2.6 All Subcontracts over $10,000 shall be in writing. Fully executed copies of all subcontracts shall be provided to the Owner through the Construction Manager, including but not limited to all addenda, appendices and/or exhibits to such subcontracts, including scope of work sheets. All such subcontracts shall be submitted to the Construction Manager before work by such subcontractors commences.

§ 5.3 Subcontractual Relations

§ 5.3.1 By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, that the Contractor, by these Contract Documents, assumes toward the Owner, Construction Manager and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner, Construction Manager and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors. The agreement between the Contractor and Subcontractor shall not provide, nor shall the Contract Documents be deemed to provide, any rights, remedies or redress by the Subcontractor(s) against the Owner.

§ 5.3.2 The Contractor shall not enter into any subcontract, contract, agreement, purchase order or other arrangement for the furnishings of any portion of the materials, services, equipment or Work with any party or entity if such party or entity is an Affiliated Entity, unless such Arrangement has been approved by the Owner through the Construction Manager, after full disclosure of the relationship and all details relating to the proposed Arrangement. The term "Affiliated Entity" means any entity with respect to which the Contractor has direct or indirect ownership or control, including, without limitation,

.1 Any entity owned in whole or in part by the Contractor;

.2 Any person or entity that owns more than ten percent (10%) of the Contractor; or

.3 Any entity in which any officer, director, employee, partner or shareholder (or member of the family of any of the foregoing persons) of the Contractor or any entity owned by the Contractor has a direct or indirect interest, which interest includes, but is not limited to, that of a partner, employee, agent or shareholder.

§ 5.3.3 The Contractor shall promptly notify the Owner, the Construction Manager, and Architect of any material defaults by any Subcontractors and/or whether it has terminated its agreement with any of its Subcontractors for any reason. Notwithstanding any provision contained in this Article 5 to the contrary, it is hereby acknowledged and

AIA Document A232 – 2019. Copyright © 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:12:38 ET on 02/15/2023 under Order No.3104237974 which expires on 02/14/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1214609230)

agreed that the Owner has in no way agreed, expressly or impliedly, nor will the Owner agree, to allow any Subcontractor or other material supplier or worker employed by the Contractor the right to obtain a judgment or decree against the Owner for the amount due it form the Contractor.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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

§ 5.4.2 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor Contractor or other entity.

§ 5.4.3 It is agreed and understood that the contingent assignment of subcontracts is part of the consideration to Owner for entering into the Contract with Contractor and may not be withdrawn prior to Final Completion or Termination of all remaining Work of the Contractor pursuant to Section 14.4 hereof. Contractor shall deliver acknowledgement in form and substance satisfactory to Owner from each Subcontractor of the contingent assignment of subcontracts described herein no later than ten (10) days after the date of execution of each subcontract.

§ 5.4.4 Each subcontract shall specifically provide that the Owner shall be responsible to the Subcontractor only for those obligations of the Contractor that accrue subsequent to the Owner's exercise of any rights under the conditional assignment of the subcontract to the Owner. Owner shall only be required to compensate the Subcontractor of an accepted subcontract for compensation accruing to such Subcontractor for Work done or materials delivered after the date on which Owner provided notice of its determination to accept the subcontract. All sums due and owing by Contractor to the Subcontractor of an accepted subcontract shall constitute a debt between the Contractor and Subcontractor.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction with Own Forces and to Award Other Contracts

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors.

§ 6.1.2 When the Owner performs construction or operations with the Owner's own forces or Separate Contractors, the Owner shall provide for coordination of such forces and Separate Contractors with the Work of the Contractor, who shall cooperate with them.

§ 6.1.3 All Contractors, including the Owner's Separate Contractors, shall cooperate with each other in the installation and construction of each contractor's work and in such manner as the Owner and/or Construction Manager may direct. All Contractors shall control and coordinate the work of their subcontractors, if any. The award of more than one Contract for the Project requires sequential or otherwise inter-related contractor operations, and may involve inherent delays in the progress of any individual contractor's work. Accordingly, the Owner and/or Construction Manager cannot guarantee the unimpeded operations of any Contractor. Each Contractor acknowledges these conditions and understands that the Contractor shall bear the risk of all ordinary delays caused by the presence or operations of other contractors engaged upon the Project and ordinary delays attended upon the approved Project Schedule.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner's own forces, Separate Contractors, Construction Manager and other Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

AIA Document A232 – 2019. Copyright © 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:12:38 ET on 02/15/2023 under Order No.3104237974 which expires on 02/14/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1214609230)

§ 6.2.1.1 Should any other contractor, who has or shall have, a contract with the Owner for the performance of Work upon the site, sustain any damage through any act or omission of the Contractor or its Subcontractor(s) or their respective officers, directors, employees, contractors, suppliers, servants, agents or any person or firm directly or indirectly engaged by such Contractor or Subcontractor in the performance of the Contract, the Contractor agrees to reimburse the Owner and/or such other Contractor directly for all such damages and to defend the Owner, at the Contractor's sole expense, against any claim brought against the Owner with respect to such damage.

§ 6.2.1.2 In case of interference between the operations of different Contractors, the Architect or Construction Manager, will be sole judge of the rights of each Contractor and shall have the authority to decide in what order the work may proceed, and in all cases such decision shall be final and binding on all parties.

§ 6.2.1.3 The Contractor, including its subcontractors, shall keep informed of the progress of other contractors and shall notify the Construction Manager immediately of the lack of progress on the part of the other Contractors where such delay will interfere with its own operations. Failure of a Contractor to keep informed of the work progressing on the Project and failure to give notice of lack of progress by others shall be construed as acceptance by the Contractor of the status of the work as being satisfactory for proper coordination with the Contractor's own work.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner's own forces, Separate Contractors or other Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Construction Manager and Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor or other Contractors that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Construction Manager and the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's or other Contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractors or other Contractors that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs, including costs that are payable to a Separate Contractors or to other Contractors, because of the Contractor's delays, improperly timed activities or defective construction. Failure to provide such reimbursement shall entitle the Owner to deduct such costs from the payment(s) due the Contractor until the Owner has fully recovered such costs. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of delays, improperly timed activities, damage to the Work or defective construction by the Owner's own forces, Separate Contractors, or other Contractors.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction, or to property of the Owner, Separate Contractors, or other Contractors as provided in Section 10.2.5. The Contractor shall promptly correct discrepancies or defects in its Work which have been identified by other contractor(s) as affecting proper execution and results of the Work of such other contractor(s)

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. No course of conduct or dealings between the Contractor and Owner, Construction Manager or Architect, nor express or implied acceptance of alterations or additions to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any

AIA Document A232 – 2019. Copyright © 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:12:38 ET on 02/15/2023 under Order No.3104237974 which expires on 02/14/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1214609230)

claim against the Owner for an increase in the amount due under the Contract Documents or a change in any time period provided for in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Construction Manager, Architect and Contractor. A Construction Change Directive requires agreement by the Owner, Construction Manager and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone. No Change Order or Construction Change Directive shall become effective unless and until it is approved by the Owner in writing.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. A change in the Contract Sum shall be accomplished only by Change Order or, when no agreement can be reached with the Contractor, by a Construction Change Directive. No course of conduct or dealings between the Contractor and Owner, Construction Manager or Architect, nor express or implied acceptance of alterations or additions to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim to an increase the amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

§ 7.2 Change Orders

A Change Order is a written instrument prepared by the Construction Manager and signed by the Owner, Construction Manager, Architect, and Contractor, stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

Methods used in determining adjustments to the Contract Sum may include those listed in 7.3.3.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Construction Manager and signed by the Owner, Construction Manager and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Construction Manager shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Contract Documents, or if no such amount is set forth in the Contract Documents, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Construction Manager and Architect;

AIA Document A232 – 2019. Copyright © 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:12:38 ET on 02/15/2023 under Order No.3104237974 which expires on 02/14/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1214609230)

.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, rented from others (there shall be no rental payments for the Contractor's own machinery and equipment);

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15. Failure to timely file any claim in accordance with the requirements set forth therein shall constitute a waiver of such claim.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Construction Manager of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Construction Manager and Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Construction Manager and Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Construction Manager and Architect determine to be reasonably justified. The interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Construction Manager and Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Construction Manager shall prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.3.11 Once a Change Order has been signed by the Contractor, Construction Manager, Architect and Owner, it shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum, Contract Time and the Construction Schedule.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. The work included in such order shall be performed by the Contractor at no additional cost to the Owner and shall not form the basis for a claim for an extension of the Contractor's time to complete its Work. A signed minor change order is not and does not constitute an approved change order. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Construction Manager and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Construction Manager that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

§ 7.5 OVERHEAD AND PROFIT

AIA Document A232 – 2019. Copyright © 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:12:38 ET on 02/15/2023 under Order No.3104237974 which expires on 02/14/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1214609230)

§ 7.5.1 The combined overhead and profit included in the total cost to the Owner shall be based on the following schedule:

§ 7.5.1.a Prime Contractor: For Work performed by the Prime Contractor's own forces, markup shall not exceed a total of fifteen percent (15%), of the value of labor and materials (L+M).

.1 Example: Total Prime Contractor Amount = (L+M) + 15% O&P

§ 7.5.1.b Prime Contractor's Subcontractor: For Work performed by the Subcontractor's own forces, markup shall not exceed a total of ten percent (10%), of the value of labor and material (L+M). For the Prime Contractor, for work performed by that Prime Contractor's Subcontractor, markup shall not exceed five percent (5%) for the value of the Subcontractor amount.

.1 Example: Total Subcontractor Amount = (L+M) + 10% O&P
.2 Example: Total Prime Contractor Amount = Total Subcontract Amount + 5% O&P

§ 7.5.1.c Sub-Subcontractor: For Work performed by the Subcontractor's own forces, markup shall not exceed a total of five percent (5%) of the value of labor and materials (L+M). For the Subcontractor, for work performed by the Subcontractor's Sub-subcontract, markup shall not exceed 5% of the Subcontractor Amount. For the Prime Contractor, for Work performed by the Subcontractor's Sub-subcontractor, markup shall not exceed 5% of the Subcontractor Amount.

.1 Example: Total Sub-subcontractor Amount = (L+M) + 5% O&P
.2 Example: Total Subcontractor Amount = Sub-subcontractor Amount + 5% O&P
.3 Example: Total Prime Contractor Amount = Subcontractor Amount + 5% O&P

§ 7.5.2 When both additions and credits are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

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

§ 8.1.5 The Date of Final Completion of the Work is the date all of the Work required under the Contract Documents is completed, all required materials and documents required by the Contract Documents have been delivered to the Owner (e.g., Record Drawings, O&M manuals, etc.), and all applicable licenses, permits, certificates, or approvals have been obtained for the Owner's beneficial use of the Project.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work. The Milestone Dates are dates critical to the Owner's operations and establish when a part of the Work is to commence or be complete. All Milestone Dates are of the essence of the Contract.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the later of the effective date of the payment and performance bonds and effective date of insurance required to be furnished by the Contractor and Owner.

AIA Document A232 – 2019. Copyright © 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:12:38 ET on 02/15/2023 under Order No.3104237974 which expires on 02/14/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1214609230)

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.2.4 The Contractor may request access to the site during times beyond the work hours permitted. Approval of such a request is solely at the discretion of the Owner. If approval is given, the Contractor is responsible for paying all additional costs incurred by the Owner for providing Project sites to the Contractor during the additional time periods, including but not limited to any costs incurred for the Owner's staff to be present or provide access and additional fees the Owner incurs for services of the Architect and Construction Manager.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner, Architect, Construction Manager, or an employee of any of them, or of the Owner's own forces, Separate Contractors, or other Contractors; (2) by changes ordered in the Work; (3) by fire, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by an unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God or of the public enemy, fires, floods, epidemics, acts of war, acts of terrorism, freight embargoes imposed by the US or NYS government after bid opening or other causes that the Contractor asserts and the Architect, based on the recommendation of the Construction Manager, determines justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine by Change Order to the extent such delay will prevent the Contractor from achieving Substantial Completion within the Contract Time and if performance of the Work is not, was not or would not have been delayed by any other cause for which the Contractor is not entitled to an extension in the Contract Time. No extension of time will be granted for changes in the Work for labor disputes, picketing, hand billing, refusal to deliver, work stoppages not authorized or directed by the Owner.

(Paragraph deleted)

§ 8.3.1.1 An extension of time may be granted in accordance with this Article 8, but only after written application is made by the Contractor for the extension. All claims for additional time shall be supported by documentation which demonstrates to the Architect and the Owner's satisfaction that the critical path of the Work has been significantly altered by the delays to the activities in question, and that the schedule cannot be maintained by re-ordering other activities within the Project at no cost.

§ 8.3.1.2 An extension of time shall be only for the number of days of delay which the Architect may determine to be due solely to the causes set forth in the application for extension of time. The Contractor shall not be entitled to receive a separate extension of time for each one of several causes of delay operating concurrently, but if at all, only the actual period of delay as determined by the Architect. For each day of delay determined the Architect, the Contractor shall be allowed to add one day to the time limitation specified for completion of the Work in the Contract Documents.

§ 8.3.1.3 The Contractor further acknowledges and agrees that adjustments in the Contract Time will be permitted for a delay only to the extent such delay (i) is not caused, or could not have been anticipated, by the Contractor, (ii) could not be limited or avoided by the Contractor's timely notice to the Owner of the delay, (iii) is of a duration not less than one (1) day and (iv) the Contractor has made all reasonable effort to recover the alleged lost time. No extension of time will be granted for changes in work for labor disputes, picketing, hand billing, refusal to deliver, work stoppages due to asbestos removal, material procurement delays or other stoppages not authorized by the Owner.

§ 8.3.1.4 Within five (5) calendar days from occurrence of any such delay, the Contractor shall notify the Architect in writing of the occurrence of any event that shall be the basis of an application for an extension of time. The Architect will ascertain the facts and extent of the delay and extend the time for completing the Work when in his judgment the findings of fact justify such an extension. The Architect's determination will be final and binding in any litigation commenced by the Contractor against the Owner which arises out of the denial of an extension of time to the Contractor. Any approval of an extension of the Contractor's time to complete its Work shall be effectuated through a Change Order or, in the absence of an agreement, a Construction change Directive.**§ 8.3.2** Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 Absent (a) uncontemplated acts of God, war, or terrorism, (b) fires or (c) acts or omissions of the Owner, Construction Manager or Architect that constitute fraud or active interference with the Contractor's performance of

AIA Document A232 – 2019. Copyright © 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:12:38 ET on 02/15/2023 under Order No.3104237974 which expires on 02/14/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1214609230)

the Work that continues after the Contractor furnishes the Owner with three (3) days' written notice of such interference, the Contractor agrees the Owner shall not be liable to the Contractor and/or any subcontractor for claims or damages of any nature caused by or arising out of delays. Absent those circumstances, the sole remedy against the Owner for delays shall be the allowance of additional time for completion of the Work, the amount of which shall be subject to the claims procedure set forth herein. Except to the extent, if any, expressly prohibited by law, the Contractor expressly agrees not to make and hereby waives any claim for damages for delay, including, but not limited to, those resulting from increased labor or material costs; directions given or not given by the Owner, Construction Manager or Architect, including scheduling and coordination of the Work; or the Architect's preparation of drawings and specifications or review of shop drawings and requests for instruction(s). The Contractor agrees that its sole right and remedy therefor shall be an extension of time, if appropriate.

§ 8.3.3.1 The Owner's exercise of any of its rights or remedies under the Contract Documents (including, but not limited to, agreeing to change orders, issuance of Construction Change Directives, or directing Extraordinary Measures, or directing correction of the Work), regardless of the extent or frequency of the Owner's exercise of such rights or remedies, shall not be construed as active interference with the Contractor's performance of the Work.

§ 8.3.3.2 Except for the limited exceptions referenced above, **IT IS EMPHASIZED THAT NO MONETARY RECOVERY MAY BE OBTAINED BY THE CONTRACTOR FOR DELAY AGAINST THE OWNER, CONSTRUCTION MANAGER, OR ARCHITECT BASED ON ANY REASON AND THAT THE CONTRACTOR'S SOLE REMEDY, IF APPROPRIATE, IS ADDITIONAL TIME.**

§ 8.3.4 When the Contract Time has been extended, as provided under this Section 8.3, such extension of time shall not be considered as justifying extra compensation to the Contractor for administrative costs of other similar reasons.

§ 8.4 Liquidated Damages

§ 8.4.1 Contractor realizes that time is of the essence on this Contract and the Construction Schedule shall be submitted per Section 3.10.1. In the event the Contractor fails to submit a Construction Schedule by said schedule date, the sum per calendar day, of Three Hundred Dollars ($300.00) will be subtracted from the Payment due the Contractor or, if the amount due Contractor as Payment is insufficient, any deficiency shall be paid by the Contractor to the Owner.

§ 8.4.2 Contractor realizes that time is of the essence on this Contract and the completion date (including any applicable Milestone Dates) for any work and the date of Substantial Completion shall be no later than the dates for same indicated in the Contract Documents as modified by any extensions of time effected through a Change Order or Construction Change Directive. The Contractor understands that substantial disruption of the Owner's educational operations will occur if the Project is not completed by the date of Substantial Completion and if any portion of the Project is not completed by the applicable Milestone Date. In the event the Contractor fails to complete any work or substantially complete the work under the Contract by said schedule date, the sum listed below per calendar day will be subtracted from the Payment due the Contractor until final completion (or, if the amount due Contractor as Payment is insufficient, any deficiency shall be paid by the Contractor to the Owner.

Liquidated damages will be assessed in the amount of $1500.00 per day for each and every calendar day AFTER such time allowed for a milestone or substantial completion date.

The said sum per calendar day shall constitute the Liquidated Damages incurred by the Owner for each day of delay beyond the agreed upon milestone dates and date of Substantial Completion. Such Liquidated Damages shall be in addition to any other damages (other than by reason of delay) Owner may incur as a result of Contractor's breach of Contract.

In addition to Liquidated Damages, the Contractor shall be liable for all additional costs incurred by the Owner after the Substantial Completion Date (as well as Milestone Dates) stated in the Contract Documents for its own employees to make the Owner's property and facilities accessible to the Contractor and incurred by the Owner for Construction Manager services and Architect services performed for the Project due to the Contractor's failure to complete its work by the Substantial Completion Date (and Milestone Date) stated in the Contract Documents, including but not limited to the additional costs incurred for extending the duration of their services and for performing additional inspections.

All such costs incurred by the Owner as well as the cost of additional inspections,at the hourly rate of each consultant of the Owner (including the Architect and Construction Manager and their respective consultants) times the hours

AIA Document A232 – 2019. Copyright © 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:12:38 ET on 02/15/2023 under Order No.3104237974 which expires on 02/14/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1214609230)

spent per inspection, will be subtracted from payment due the Contractor. If the amount due the Contractor for payment is insufficient, any deficiency shall be paid by the Contractor to the Owner

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 When unit prices are included in the Contract Documents or subsequently agreed upon, and if the application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.1.3 Each Application for Payment shall include such documentation, information, instruments, evidence, and materials as Owner, Construction Manager and Architect may deem necessary to substantiate the value of completed work for which payment is sought.

§ 9.1.4 Notwithstanding anything to the contrary contained in the Contract Documents, the Owner may withhold any payments to the Contractor if and for so long as the Contractor fails to perform any of its obligations or otherwise is in default under any of the Contract Documents; provided, however, that any such hold back shall be limited to an amount sufficient in the reasonable opinion of the Owner to cure any such default or failure of performance by the Contractor.

§ 9.1.5 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective Work of the Contractor, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to: (1) deduct an amount equal to that to which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner or (2) issue through the Construction Manager a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

§ 9.3.1 At least fifteen days before the date established for each progress payment, the Contractor shall submit to the Construction Manager an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner, Construction Manager or Architect require, such as copies of requisitions, and releases of waivers of lien from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Construction Manager and Architect, but not yet included in Change Orders.

AIA Document A232 – 2019. Copyright © 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:12:38 ET on 02/15/2023 under Order No.3104237974 which expires on 02/14/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1214609230)

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.1.3 Contractors must submit separate Applications for Payment for each facility or per State Education Department Project Number. Only one Application for Payment per State Education Department Project Number may be submitted for payment for each month.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.2.1 All such materials and equipment, including materials and equipment stored on-site but not yet incorporated into the Work, upon which partial payments have been made shall become the property of the Owner, but the care and protection of such materials and equipment shall remain the responsibility of the Contractor until incorporation into the Work, including maintaining insurance coverage on a replacement cost basis without voluntary deductible.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials and equipment relating to the Work.

§ 9.3.3.1 The Contractor shall save and keep the Contract Sum and the Owner's property free from all liens and claims, legal or equitable, arising out of Contractor's work under the Contract Documents. In the event any such lien is filed by anyone claiming by, through or under the Contractor, the Contractor shall remove and discharge same within ten (10) days of the filing thereof. The Contractor further expressly undertakes to defend the Owner, the Architect and the Construction Manager and their respective consultants, officers, directors, officials, employees, servants and agents (the "Indemnitees") at the Contractor's sole expense against any actions, lawsuits or proceedings brought against Indemnitees as a result of liens filed against the Contract Sum, the Work, the site of any of the Work, the Project site and any improvements thereon, payments due the Contractor or any portion of the property of any of the Indemnitees referred to collectively as liens in this Section 9.3.3.1. The Contractor hereby agrees to indemnify and hold Indemnitees harmless against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such actions, lawsuits or proceedings.

§ 9.3.3.2 The Owner shall release any payments withheld due to a lien or claim of lien if the Contractor obtains security acceptable to the Owner or a lien bond which is: (1) issued by a surety acceptable to the Owner, (2) in form and substance satisfactory to the Owner, and (3) in an amount not less than One Hundred Ten percent (110%) of such lien claim. By posting a lien bond or other acceptable security, however, the Contractor shall not be relieved of any responsibilities or obligations under this Section 9.3, including, without limitation, the duty to defend and indemnify the Indemnitees. The cost of any premiums incurred in connection with such bonds and security shall be the responsibility of the Contractor and shall not be part of, or cause any adjustment to, the Contract Sum.

§ 9.3.4 Each Application for Payment shall be accompanied by the following, all in form and substance satisfactory to the Owner, Construction Manager and Architect:

.1 A current Contractor's lien waiver and duly executed and acknowledged sworn statement showing all Subcontractors and material men with whom the Contractor has entered into subcontracts, the amount of each such subcontract, the amount requested for any Subcontractor and material men in the requested progress payment and the amount to be paid to the Contractor for all such Subcontractors and material men;

AIA Document A232 – 2019. Copyright © 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:12:38 ET on 02/15/2023 under Order No.3104237974 which expires on 02/14/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1214609230)

.2 Duly executed waivers of mechanic's and material men's liens from all Subcontractors and, when appropriate, from material men and lower tier Subcontractors establishing payment or satisfaction of payment of all amounts requested by the Contractor on behalf of such entities or persons in any previous Application for Payment; and

.3 All information and materials required to comply with the requirements of the Contract Documents or reasonably requested by the Owner, Construction Manager or the Architect. If required by the Owner's title insurer, if any, the Contractor shall execute a personal gap undertaking in form and substance satisfactory to such title insurer.

.4 All Applications for Payment must be accompanied with certified payrolls for all Contract Work performed. In addition, each Contractor and sub-contractor shall submit to the Owner within thirty days after issuance of its first payroll, and every thirty days thereafter, a transcript of the original payroll record, subscribed and affirmed as true under penalties of perjury. The Owner shall be required to receive and maintain such payroll records. The original payrolls or transcripts shall be preserved for three years from the completion of the Work on the awarded project. An out of state contractor must post a wage rate schedule at the job site.

§ 9.3.5 Applications for Payment that, when received, are missing information or required documentation will be rejected by the Construction Manager or Architect and will not be considered for payment by the Owner, Architect or Construction Manager until resubmitted with all required information and documents.

§ 9.4 Certificates for Payment

§ 9.4.1 The Construction Manager will, within a reasonable time after the Construction Manager's receipt of the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect. Within seven days after the Architect receives the Contractor's Application for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Certificate for Payment, in the full amount of the Application for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward to the Contractor the Architect's notice of withholding certification.

§ 9.4.2 The Construction Manager's certification of an Application for Payment shall be based upon the Construction Manager's evaluation of the Work and the data in the Application or Applications for Payment. The Construction Manager's certification will constitute a representation that, to the best of the Construction Manager's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, entitled to payment in the amount certified.

(Paragraph deleted)

§ 9.4.3 The Architect's issuance of a Certificate for Payment or shall be based upon the Architect's evaluation of the Work, the recommendation of the Construction Manager, and data in the Application for Payment o. The Architect's certification will constitute a representation that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 9.4.4 The representations made pursuant to Sections 9.4.2 and 9.4.3 are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Construction Manager or Architect.

§ 9.4.5 The issuance of a Certificate for Payment will not be a representation that the Construction Manager or Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's

AIA Document A232 – 2019. Copyright © 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:12:38 ET on 02/15/2023 under Order No.3104237974 which expires on 02/14/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1214609230)

right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

(Paragraph deleted)

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Construction Manager or Architect may withhold a Certificate for Payment or Project Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's or Architect's opinion the representations to the Owner required by Section 9.4.3 and 9.4.4 cannot be made. If the Construction Manager or Architect is unable to certify payment in the amount of the Application, the Construction Manager will notify the Contractor and Owner as provided in Section 9.4.1 and 9.4.2. If the Contractor, Construction Manager and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment or a Project Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Construction Manager or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment or Project Certificate for Payment previously issued, to such extent as may be necessary in the Construction Manager's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from the acts and omissions described in Section 3.3.2 because of

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a Separate Contractor or other Contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual damages for the anticipated delay;
- **.7** failure to carry out the Work in accordance with the Contract Documents or
- .8 failure of the Contractor or its subcontractors to maintain Record Drawings.

§ 9.5.2 When the Contractor disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, the Contractor may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect or Construction Manager withholds certification for payment under Section 9.5.1, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Construction Manager, and both will reflect such payment on the next Certificate for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment or Project Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Construction Manager and Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Construction Manager will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Owner, Construction Manager and Architect on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner through the Construction Manager or directly has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the

AIA Document A232 – 2019. Copyright © 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:12:38 ET on 02/15/2023 under Order No.3104237974 which expires on 02/14/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1214609230)

Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner, Construction Manager nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4 for payments to Subcontractors.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. Pursuant to applicable law or court order, , the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Deleted

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is date certified by the Architect when the construction is code compliant and when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use provided that as a condition precedent to Substantial Completion, the Owner has received all Certificates of Occupancy and any permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy or use of the Project.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify the Construction Manager, and the Contractor and Construction Manager shall jointly prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the list, the Architect, assisted by the Construction Manager, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect, assisted by the Construction Manager, to determine Substantial Completion.

§ 9.8.3.1 Except with the consent of the Owner, the Architect in conjunction with the Construction Manager will perform no more than two (2) inspections to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The two (2) inspections will include not only determining if the area is substantially complete, but will also include any follow-up inspection to confirm all open punchlist items have been completed for that specific item. The Owner may deduct from the Contract Sum amounts paid to the Architect for any additional inspections necessitated by the Contractor's misrepresentation of conditions.

AIA Document A232 – 2019. Copyright © 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:12:38 ET on 02/15/2023 under Order No.3104237974 which expires on 02/14/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1214609230)

§ 9.8.3.2 If more than two (2) inspections by the Architect and Construction Manager are needed to confirm Substantial Completion, the Contractor shall pay for the time spent by the Construction Manager and Architect to conduct such subsequent inspections.

§ 9.8.4 When the Architect, assisted by the Construction Manager, determines that the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager will prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Final Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents. The payment shall be sufficient to increase the total payments to one-hundred percent (100%) of the Contract Sum, less two times the value of any remaining items to be completed and any amount necessary to satisfy claims, liens or judgments against the Contractor which have not been suitably discharged, as determined by the Architect assisted by the Construction Manager.

§ 9.9 Partial Occupancy or Use

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

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Construction Manager, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents. Further such occupancy alone shall not determine when Substantial Completion has been reached.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon completion of the Work, the Contractor shall forward to the Construction Manager a notice that the Work is ready for final inspection and acceptance, and shall also forward to the Construction Manager a final Contractor's Application for Payment. Upon receipt, the Construction Manager shall perform an inspection to confirm the completion of Work of the Contractor. The Construction Manager shall make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection, and shall then forward the Contractors' notices and Application for Payment or Project Application for Payment, to the Architect, who will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Construction Manager and Architect will promptly issue a final Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Construction Manager's and Architect's final Certificate for Payment or Project Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

AIA Document A232 – 2019. Copyright © 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:12:38 ET on 02/15/2023 under Order No.3104237974 which expires on 02/14/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1214609230)

§ 9.10.1.1 Except with the consent of the Owner, the Architect in conjunction with the Construction Manager will perform no more than two (2) inspections to determine whether the Work or a designated portion thereof has attained Final Completion in accordance with the Contract Documents. The Owner may deduct from the Contract Sum amounts paid to the Architect and/or Construction Manager for any additional inspections necessitated by the Contractor's misrepresentation of final completion.

§ 9.10.1.2 If the Work is not accepted by the Owner after final inspection and additional time is required to complete items identified during the final inspection, the date starting the one-year correction period described in Article 12 shall be the date of the Final Certificate for Payment.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Manager (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment (5) documentation and assignment of all warranties, including any special warranties, manufacturers' warranties or specific Subcontractor warranties, (6) all required procedures manuals, operation and maintenance manuals and spare parts, (7) Contractor Affidavit of Release of Liens, (8) complete set of Record Documents, including but not limited to all Shop Drawings and As-built Drawings, (9) separate release or waivers of liens for each subcontractor, material and/or equipment supplier, and others performing a portion of work and (10), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Construction Manager and Architect so confirm, the Owner shall, upon application by the Contractor and certification by the Construction Manager and Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect through the Construction Manager prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents;
- **.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment; or
- .5 faulty or defective work appearing after Substantial Completion.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall submit the Contractor's safety program to the Construction Manager for review and coordination with the safety programs of other Contractors. The Construction

AIA Document A232 – 2019. Copyright © 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:12:38 ET on 02/15/2023 under Order No.3104237974 which expires on 02/14/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1214609230)

Manager's responsibilities for review and coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall provide for the safety and protection of the Project sites, all persons who come in contact with the Work and all real and personnel property located at or adjacent to the Project sites. Without limitation to the foregoing, The Contractor, at no additional cost to Owner, shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor;

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction; and

.4 construction or operations by the Owner, Separate Contractors, or other Contractors.

Prior to commencement of its Work, the Contractor shall document existing conditions, and record existing damage to construction or property that is to remain at the site and notify the Construction Manager and Architect of same in writing.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss. The Contractor agrees in working on the Owner's premises, to comply with Regulation 155.5 of the NYS Commissioner of Education, the Occupational Safety and Health Act of 1970 (OSHA) as amended, and the Construction Safety Act of 1969 as amended including all standards and regulations that have been since or shall be promulgated by the governmental authorities, all applicable building and fire codes and any applicable federal, state and/or local laws, rules, regulations and/or executive orders regarding COVID-19.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.3.1 The Contractor's safety measures shall include but not be limited to the following:

.1 Fences around construction supplies and debris shall be maintained.

.2 Any gates shall be locked unless a worker is in attendance to prevent unauthorized entry.

.3 During exterior renovation work, overhead protection shall be provided for any sidewalks or areas immediately beneath the work site or such areas shall be fenced off and provided with warning signs to prevent entry.

.4 Ladders and scaffolding shall be in good operating condition. Any damaged ladders, bakers, and rolling scaffolding shall be immediately removed from job.

.5 Ground properly all electric operated tools.

.6 Wear protective eye goggles during any cutting, whether by hand or mechanical means.

.7 Remove nails, screws, bolts and tack strips from floor immediately after demolition.

.8 Workmen to have proper shoes and clothing as per OSHA recommendation.

.9 All construction personnel to wear photo ID badges.

.10 implementation and compliance with all applicable safety precautions and programs, including New York State, federal and/or CDC guidelines, regulations and executive orders regarding social distancing and the provision of personal protective equipment to the Contractor's employees.

§ 10.2.3.2 The Contractor shall be solely responsible for providing a safe place for the performance of the Work.

§ 10.2.3.3 Protection of construction materials and equipment stored at the Project sites from weather, theft, damage, and all other adversity is solely the responsibility of the Contractor.

AIA Document A232 – 2019. Copyright © 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:12:38 ET on 02/15/2023 under Order No.3104237974 which expires on 02/14/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1214609230)

§ 10.2.3.4 The Contractor shall provide all temporary access roadways, temporary walkways (both interior and exterior), temporary partitioning and the like necessary to complete the Work. The Contractor shall maintain in an unobstructed condition all existing entrances and/or exits from the Project site and existing building(s). Only equipment with rubber tires will be allowed on any existing or new pavement unless the Contractor has obtained the prior approval of the Owner and the pavement has been protected with planking or by other means approved by the Owner.

§ 10.2.3.5 Construction areas which are under the control of a Contractor and therefore not occupied by the Owner's staff shall be separated from occupied areas. Provisions shall be made to prevent the passage of dust and contaminants into occupied parts of any building in which construction is occurring. Periodic inspection and repair of the dust and contaminant barriers must be made to prevent exposure to dust or contaminants.

§ 10.2.3.6 Pursuant to Section 222-a of New York Labor Law, when a harmful dust is created, if the Contractor fails to install, maintain and effectively operate appliances and methods approved by the board of standards and appeals for the elimination of harmful dust, the Contract between Owner and Contractor shall be void.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel, shall give the Construction Manager and Owner reasonable advance notice, and shall maintain at the Project site a full set of safety instructions relating to all such materials.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner, Construction Manager or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner, Construction Manager and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.2.9 The Contractor shall promptly report in writing to the Owner, Construction Manager and Architect all accidents arising out of or in connection with the Work which cause death, person injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious personal injuries, or serious property damages are caused, the accident shall be reported immediately by telephone or messenger to the Owner and the Construction Manager. The Contractor is in no way relieved of its responsibility to abide by the Occupational Safety Health Act (OSHA) regulations and for recording and registering accidents by the reporting of accidents to the Construction Manager, Architect or Owner.

§ 10.2.10 Title to all completed or partially completed work at the job site, and to all materials delivered to and stored at said job site which are intended to become a part of the complete work covered by the Contract, shall be in the name of the Owner. Notwithstanding the foregoing, and prior to acceptance of the complete work by the Owner, the Contractor shall be liable for all loss of or damage to said completed work, partially completed work, materials or

AIA Document A232 – 2019. Copyright © 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:12:38 ET on 02/15/2023 under Order No.3104237974 which expires on 02/14/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1214609230)

equipment furnished by the Contractor, and materials or equipment furnished by others, the custody of which has been given to the Contractor, arising from any cause other than those against which the Owner herein undertakes to carry insurance. In the event of loss or damage from cause other than those against which the Owner undertakes to carry insurance, the Contractor shall replace or repair the said work or materials at his own cost and expense.

§ 10.2.10.1 The Contractor's obligations under this Article shall not be deemed waived, limited or discharge by the enumeration or procurement of any insurance for liability for damages. The Contractor shall notify its insurance carrier within twenty-four (24) hours after receiving a notice of loss or damage or claim from the Owner, Architect or Construction Manager.

§ 10.2.11 Any precautions for fire protection necessary for the execution of a Contractor's Work shall be the responsibility of the Contractor requiring same and the cost of such precautions shall be paid for by that Contractor. The Contractor shall take all necessary precautions to insure against fire during construction and be responsible to ensure that the area within contract limits is kept orderly and clean. The Contractor shall take all necessary precautions to comply with all local, state and federal regulations, OSHA standards, and codes of local Fire Marshall, agencies, and departments having jurisdiction over the Project site or the Owner's property.

§ 10.2.11.1 The Contractor shall be required to keep all fire alarms operational at all times or provide fire watch approved by the Fire Marshal.

§ 10.2.11.2 The Contractor shall provide shielding for heat and keep smoke detectors from accidentally going off. Contractor will be back charged for all fines imposed for false fire alarms.

§ 10.2.11.3 The Contractor shall at all times provide the proper housekeeping to minimize potential fire hazards and shall provide approved spark arresters on all steam engines, internal combustion engines and flues.

§ 10.2.11.4 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 notify its employees and subcontractors of the location of the nearest fire alarm box at all locations where the Work is in progress.

§ 10.2.12 From the commencement to the completion of the Project, the Contractor shall keep the parts of the Work and the buildings free from accumulation of water no matter what the source or cause of water. During construction, the General Contractor shall be responsible for maintaining a watertight structure. This shall include additions and existing buildings. The Contractor shall be responsible for temporary roofing, tarps, and other protection at roofs, cavity walls, etc.

§ 10.2.12.1 Should the Contractor fail to provide adequate protection, causing flooding, damage, or other disturbance to the existing building, Contractor shall be responsible for all costs associated with clean up and repairs. Inasmuch as flooding and damage have safety implications to the general public, clean up and repairs may be made by the Owner without warning to the Contractor. Administration costs incurred by the Owner, Construction Manager and Architect in connection with such repairs and cleanup will also be back charged to the Contractor. The Contractor, by entering into contract with the Owner agrees to be liable for these costs.

§ 10.2.13 The Contractor shall be responsible for all costs incurred by the Owner caused by false security alarms set off by the Contractor or any of its Subcontractors, employees, suppliers, material men, agents or any person or firm directly or indirectly employed by such Contractor. Costs shall include custodial response charges, charges for additional services of the Construction Manager, Architect or their consultants, etc.

§ 10.3 Hazardous Materials

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify in writing the Owner, Construction Manager and Architect of the condition.

AIA Document A232 – 2019. Copyright © 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:12:38 ET on 02/15/2023 under Order No.3104237974 which expires on 02/14/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1214609230)

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written direction of the Owner. By Change Order, the Contract Time shall be extended appropriately if the Contractor was not able to Work in other unaffected areas.

§ 10.3.3 Deleted

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 Deleted

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Insurance Rider (007002) or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Construction Manager, Architect and each of their respective Consultants, Subconsultants, officers, directors, Boards of Education, Boards of Directors and employees shall be named as additional insureds under the Contractor's insurance policies providing the required insurance coverage, with the exception of Workers' Compensation and New York Disability Insurance. Proof of the required insurance and additional insured endorsement(s) satisfactory to the Owner shall be submitted to the Owner, through the Construction Manager, prior to the start of the Work.

(Paragraphs deleted)

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice directly to the Owner, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability that usually maintains in the course of its operations as a public school district.

§ 11.2.2 Deleted

§ 11.2.3 Deleted

AIA Document A232 – 2019. Copyright © 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:12:38 ET on 02/15/2023 under Order No.3104237974 which expires on 02/14/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1214609230)

§ 11.3 Waivers of Subrogation

§ 11.3.1 To the extent permitted by their respective insurance companies, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Construction Manager and Construction Manager's consultants; (3) the Architect and Architect's consultants; (4) other Contractors and any of their subcontractors, sub-subcontractors, agents, and employees; and (5) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Construction Manager, Construction Manager's consultants, Architect, Architect's consultants, other Contractors, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss.

§ 11.5 Adjustment and Settlement of Insured Loss

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

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

§ 11.6 PERFORMANCE BOND AND PAYMENT BOND

§ 11.6.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.6.1.1 The Contractor shall furnish bonds covering faithful performance of the contract and payment of obligations arising thereunder. The value of each bond shall be for one-hundred percent (100%) of the Contract Sum and shall be adjusted during the Project construction period to reflect changes in the Contract Sum. Bonds shall

AIA Document A232 – 2019. Copyright © 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:12:38 ET on 02/15/2023 under Order No.3104237974 which expires on 02/14/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1214609230)

be issued by a bonding company licensed in the State of New York, on AIA Document A312-2010, Performance and Payment Bond.

§ 11.6.1.2 Contractor shall deliver bonds in conjunction with executed Agreement and they shall be dated the same date as Agreement or date later than the date of the Agreement.

§ 11.6.1.3 The attorney in fact who executes the required bonds on behalf of the surety, shall affix thereto a certified and current copy of the power of attorney.

§ 11.6.1.4 Status Reports issued by a Bonding Company shall be sent to and completed by the Owner and then returned to the Bonding Company by the Owner.

§ 11.6.1.5 Any additional cost for bonding premium shall not be itemized within individual Change Orders. Adjustments for Contractor's bonding cost shall be adjusted at the end of the Project based on approved executed changes in the Work and the Bonding Company's final adjusted premium at project closeout.

§ 11.6.1.6 Each Payment and Performance Bond shall be modified to include the following text or shall attach the following text as a Rider to each Payment and Performance Bond:

.1 Surety agrees that it consents to and waives notice of any addition, alteration, omission, change or other modification of the Contract Documents. Such addition, alteration, change, extension of time or other modification of the Contract Documents or a forbearance on the part of either the Owner or the Contractor to the other, shall not relieve the surety of its obligations hereunder and notice to the surety of such matters is hereby waived.

.2 Surety further agrees that in event of any default by the Owner in the performance of the Owner's obligations to the Contractor under the Contract, the Contractor or Surety shall cause written notice of such default (specifying said default in detail) to be given to the Owner, and the Owner shall have fourteen (14) days from receipt of such notice within which to cure such default, or such additional reasonable period of time as may be required if the nature of such default is such that it cannot be cured within fourteen (14) days. Such Notice of Default shall be sent by certified or registered U.S. Mail, return receipt requested, first class postage prepaid, to the Owner.

§ 11.6.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.6.3 The payment and performance bonds shall remain in full force and effect during the term of any warranty or guarantee to be furnished hereunder, and in no event for a period of less than one year following the issuance of a final certificate of payment. The Contractor shall keep the bonding company informed of any and all changes in the amount of his contract with the Owner.

§ 11.6.4 The Contractor shall keep the surety informed of the progress of the Work, and, when necessary, obtain the surety's consent to, or waiver of: (1) request for reduction or release of retention; (2) request for final payment; and (3) any other material required by the surety. The Owner may, in the Owner's sole discretion and without prior notice to the Contractor, through the Construction Manager, Architect or directly, inform the Contractor's surety of the progress of the Contractor's work and obtain consents as necessary to protect the Owner's rights, interest, privileges and benefits under and pursuant to any bond issued in connection with the Contractor's Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

§ 12.1.2 If a portion of the Work has been covered that the Construction Manager or Architect or governmental authority has not specifically requested to examine prior to its being covered, the Construction Manager or Architect or governmental authority may request to see such Work and it shall be uncovered by the Contractor. If such Work is

AIA Document A232 – 2019. Copyright © 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:12:38 ET on 02/15/2023 under Order No.3104237974 which expires on 02/14/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1214609230)

in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Construction Manager or Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion, and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, shall be at the Contractor's expense. If prior to the date of Substantial Completion, the Contractor or its Subcontractor(s) or their respective officers, directors, employees, contractors, suppliers, servants, agents or any person or firm directly or indirectly engaged by such Contractor or Subcontractor in the performance of the Contract uses or damages any portion of the Work, including, without limitation, mechanical, electrical, plumbing and other building systems, machinery, equipment or other mechanical device(s), the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so. If the Contractor fails to correct nonconforming Work within a reasonable time after receipt of notice from the Owner, Construction Manager or Architect, the Owner may correct it in accordance with Section 2.5. In the judgment of the Owner should any material, equipment or systems require corrective work because of defects in material or workmanship within the (2) two-year warranty period, or extended warranty periods, the Contractor shall complete all required corrective work within thirty(30) days of notice. In the event the Contractor does not, in accordance with the terms and provisions of the Contract, complete all corrective work within thirty (30) days, or comply with and fulfill his warranty obligations, the Owner may choose to correct same and recover the costs incurred to do so from the Contractor or offset the costs incurred against any sums the Owner owes the Contractor or the Owner may notify the bonding company to have such work and/or obligations performed at no additional cost to the Owner.

§ 12.2.2.2 For any portion of the Work for which the warranty is to be effective upon Substantial Completion, the one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner, Separate Contractors, or other Contractors, whether completed or partially completed, caused by the Contractor's Work that is not in accordance with the requirements of the Contract Documents and by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

AIA Document A232 – 2019. Copyright © 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:12:38 ET on 02/15/2023 under Order No.3104237974 which expires on 02/14/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1214609230)

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. The parties expressly agree that any claim, dispute or other controversy of any nature arising out of the Agreement or performance of The Work shall be venued in the New York State Supreme Court where the Owner is located.

§ 13.1.2 The Contractor shall at all times observe and comply with all Federal and State Laws, and all Laws, Ordinances and Regulations of the Owner, in any manner affecting the work, and all such orders decreed as exist at present and those which may be enacted later, by bodies or tribunals having jurisdiction or authority over the Work, and the Contractor shall indemnify and save harmless the Owner and all its officers, agents or servants against any claim or liability arising from, or based on, a violation of any such law, ordinances, regulation or order, whether by himself or by his employee or agents.

§ 13.1.3 The Contractor specifically agrees as required by Labor Law, Sections 220 and 220-d, as amended that:

1. No laborer, workman or mechanic in the employ of the Contractor, subcontractor or other person doing contracting or contracting to do the whole or any part of the work contemplated by the Contract, shall be permitted or required to work more than eight hours in one calendar day or more than five days in one week, except in the emergencies set forth in the Labor Law.
2. The wages paid for a legal day's work shall not be less than the prevailing rate of wages as defined by law, and
3. The minimum hourly rate of wages to be paid shall not be less than that stated in the Specifications, and any re-determination of the prevailing rate of wages after the Contract is approved shall be deemed to be incorporated herein by reference as of the effective date of re-determination and shall form a part of this Contract. The Labor Law provides that the Contract may be forfeited and no sum paid for any work done thereunder on a second conviction of willfully paying less than:
   a. the stipulated wage scale as provided in Labor Law, Section 220, Sub-division 3, as amended; or
   b. the stipulated minimum hourly wage scale as provided in Labor Law, 220-d, as amended.

§ 13.1.4 The Contractor specifically agrees as required by the provisions of Labor Law, Section 220-e, as amended that:

1. In hiring of employees for the performance of work under this Contract or any subcontract hereunder or for the manufacture, sale, or distribution of materials, equipment or supplies, hereunder, no Contractor or Subcontractor nor any person acting on behalf of such Contractor or Subcontractor, shall by reason of race, creed, color, disability, sex, or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
2. No Contractor, Subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee under this Contract on account of race, creed, color, disability, sex, or national origin.
3. There may be deducted from the amount payable to the Contractor by the Owner under this Contract, a penalty of fifty dollars ($50) for each person for each calendar day during which such a person was discriminated against or intimidated in violation of the provisions of the Contract, and
4. The provisions of this section covering every Contract for or on behalf of the Owner, the State or a municipality for the manufacture or sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

§ 13.1.5 During the performance of this Contract, the Contractor agrees as follows:

AIA Document A232 – 2019. Copyright © 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:12:38 ET on 02/15/2023 under Order No.3104237974 which expires on 02/14/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1214609230)

1. The Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status, or domestic violence victim status.
2. If directed to do so by the Owner or the State Commissioner of Human Rights, the Contractor will send to each labor union or representative of workers which with the Contractor has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commissioner of Human Rights, advising such labor union or representative of the Contractor's agreement under clauses (1) through (6) (hereinafter called "non-discrimination clauses"). If the Contractor was directed to do so by the Owner as part of the bid or negation of this Contract, the Contractor shall request such labor union or representative to furnish a written statement that such a labor union representative will not discriminate because of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, or marital status, and that such labor union or representative will cooperate, within the limits of its legal contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses and that it consents and agrees that the recruitment, employment and the terms and conditions of employment under this Contract shall be in accordance with the purposes and provision of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the Contractor shall promptly notify the Owner and the State Commissioner of Human Rights of such failure or refusal.
3. If directed to do so by the Owner or the Commissioner of Human Rights, the Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commissioner of Human Rights setting forth the substance of provisions of clauses (1) and (2) and such provision of the State's law against discrimination as the State Commissioner of Human Rights shall determine.
4. The Contractor will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status, or domestic violence victim status.
5. The Contractor will comply with the provisions of Sections 290-299 of the Executive Law, and with the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commissioner of Human Rights under these non-discrimination clauses and such section of the Executive Law, and will permit access to the Contractor's books, records, and accounts by the Owner, the State Commissioner of Human Rights, the Attorney General and the Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses and such sections of the Executive Law Civil Rights Law.
6. This Contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the Owner upon the basis of a finding made by the State Commissioner of Human Rights that the Contractor has not complied with the non-discrimination clauses, and that the Contractor may be declared ineligible for future contracts made by or on behalf of the Owner, the State or a public authority or agency of the State, until the Contractor satisfies the State Commissioner of Human Rights that the Contractor has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such findings may be made by the State Commissioner of the Human Rights after conciliation efforts by the Commissioner have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commissioner, notice thereof has been given to the Contractor to be heard publicly in accordance with the Executive Law. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law, and
7. The Contractor will include the provisions of clauses .1 through .6 in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The Contractor will take action in enforcing such provisions of such subcontract or purchase order as the State Commissioner of Human Rights or the Owner may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved or is threatened with litigation with a subcontractor or vendor as a result of such directions by the State Commissioner of Human Rights or the Owner, the Contractor shall promptly so notify the Owner and the Attorney General requesting the Attorney General to intervene and protect the interests of the State of New York.

AIA Document A232 – 2019. Copyright © 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:12:38 ET on 02/15/2023 under Order No.3104237974 which expires on 02/14/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1214609230)

13.1.6 The Contractor shall maintain policies of employment as follows:

1. the Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex and national origin. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination, and
2. the Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

§ 13.1.7 Historical lack of enforcement of any law, rule or regulation local or otherwise, shall not constitute a waiver of Contractor's responsibility for compliance with such law, rule or regulation in a manner consistent with the Contract Document unless and until the Contractor has received written consent for the waiver of such compliance from the Owner and the Agency responsible for enforcement of the law, rule or regulation.

§ 13.1.8 The Contractor and each of its Subcontractors shall comply with Prevailing Wage Rates as issued by the State of New York Department of Labor for the location and duration of this Project and shall comply with all requirements governing its payments to its employees as set forth in Labor Law, Section 220 et seq of the New York State Labor Law. State of New York, Department of Labor, Bureau of Public Work, Contract Requirements and Schedules of Prevailing Hourly Wage Rates and Supplements are contract requirements. Contractor shall submit to the Owner monthly transcripts of payroll records in a form accepted by the New York State Department of Labor. Updated wage rates are available on-line from the New York State Department of Labor's website.

§ 13.1.9 The Contractor shall comply with all the provisions of the Immigration Reform and Control Act of 1986 and regulations promulgated pursuant thereto and shall require its Subcontractors to comply with same. The Contractor shall and does hereby agree to fully indemnify, protect, defend, and hold harmless the Owner and the Owner's officers, elected officials, consultants, agents and employees from and against any penalties, fees, costs, liabilities, suits, claims, or expenses of any kind or nature, including reasonable attorney's fees, arising out of or resulting from any violation or alleged violation of the provisions of said laws by Contractor or its Subcontractor(s) in connection with the Work of the Contract Documents.

§ 13.1.10 The Contractor specifically agrees as required by the provisions of New York General Municipal Law, Section 103-A that, if the Contractor or any of its officers, directors, members, owners, or employees refuse when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with any public department, agency or official of the state or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract, (a) such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and (b) any and all contracts made with any municipal corporation or any public department, agency or official thereof by such person, and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

§ 13.1.11 Federal and state laws and the policies of the Owner prohibit sexual harassment of employees, contractors, visitors and students. Sexual harassment includes any unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature that create a hostile learning environment for Owner's students or that

AIA Document A232 – 2019. Copyright © 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:12:38 ET on 02/15/2023 under Order No.3104237974 which expires on 02/14/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1214609230)

create a hostile or offensive working environment for employees, contractors and volunteers of the Owner and employees, agents, consultants, suppliers, subcontractors and others engaged directly or indirectly by Contractor to perform work on the Project. The Contractor shall exercise control over its employees, agents, consultants, subcontractors, and suppliers so as to prohibit acts of sexual harassment of employees, contractors, consultants, students and volunteers of the Owner. In the event the Owner, in its reasonable judgment, determines that the Contractor or its employees, agents, consultants, subcontractors and/or suppliers have committed an act of sexual harassment, upon notice from the Owner, the Contractor shall cause such person to be removed from the Project and/or Owner's property and shall take such other action as may be reasonably necessary to cause such sexual harassment to cease. In the event the Contractor or its employees, agents, Subcontractors or suppliers believes it has been the subject of sexual harassment by the Owner, its elected or appointed officials, volunteers, contractors, consultants, students, employees or agents, it shall give notice to the Owner; so, the Owner can take such action as may be reasonably necessary to cause any sexual harassment to cease.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law or in equity or by other agreement, and such rights and remedies shall survive acceptance of the Work and/or termination of the Contract Documents.

§ 13.3.2 No action or failure to act by the Owner, Construction Manager, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.3.3 Whenever possible, each provision of the Contract Documents shall be interpreted in a manner so as to be effective and valid under applicable law. If, however, a part or provision of the Contract Documents is prohibited by law or found invalid under any law, only such part or provision thereof shall be ineffective, without in any manner invalidating or affecting the remaining provisions of the Contract Documents or valid portions of such provision, which are hereby deemed severable.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities or utilities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority or utility, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Construction Manager and Architect timely notice of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Construction Manager, Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Construction Manager and Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Construction Manager and Architect of when and where tests and inspections

AIA Document A232 – 2019. Copyright © 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:12:38 ET on 02/15/2023 under Order No.3104237974 which expires on 02/14/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1214609230)

are to be made so that the Construction Manager and Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Construction Manager's and Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Construction Manager for transmittal to the Architect.

§ 13.4.5 If the Construction Manager or Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Construction Manager or Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.4.7 Upon request the Contractor shall deliver test samples of any of the materials specified in the Specifications to an independent testing agency. The Owner shall pay for the test of samples, which are found to conform to the Specifications. The Contractor shall pay for the tests of samples, which do not conform to the Specifications. This shall not relieve the Contractor of his obligations to perform specific tests described elsewhere in the Specifications.

§ 13.4.8 Where the Specifications require part of the Work to be specially tested and approved, it shall not be covered up before testing without timely notice thereof or consent thereto. Should any part of the work be covered up without notice, approval or consent, such part of the Work shall be uncovered for examination at the Contractor's expense if the Owner, Architect, Construction Manager or governmental authority with jurisdiction over the Contractor, the Work or the Project shall so require.

§ 13.4.9 Where operating tests are specified, the Contractor shall test the Work as it progresses, on his own account, and shall make satisfactory preliminary tests in all cases before applying for official tests.

§ 13.4.10 Tests shall be made in the manner specified, for the different components of the Work. Each test shall be made on the entire system for which such test is required, wherever practical. In case it is necessary to test portions of the work independently, the Contractor shall do so.

§ 13.4.11 Should defects appear, they shall be corrected by the Contractor and the test repeated until the installation is acceptable.

§ 13.4.12 When notice of tests is to be given to the Architect, it shall also be given to the Construction Manager.

§ 13.5 Interest

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

§ 13.6 Time Limits on Claims

The Owner and the Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law.

§ 13.7 The Contractor and Architect agree to do all acts and things and to make, execute and deliver such written instruments, as shall be from time to time be reasonably required to carry out the terms and provisions of the Contract Documents.

AIA Document A232 – 2019. Copyright © 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:12:38 ET on 02/15/2023 under Order No.3104237974 which expires on 02/14/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1214609230)

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 90 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped; or

.3 Because the Construction Manager has not certified or the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner payment for Work properly executed and no other amounts.

§ 14.1.4 If the Work is stopped for a period of 90 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees, or any other persons performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract for cause if the Contractor

.1 refuses or fails to supply enough properly skilled workers or proper materials or equipment;

.2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;

.3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;

.4 disregards the instructions of the Architect, the Construction Manager or the Owner, when such instructions are based on the requirements of the Contract Documents;

.5 breaches any warranty made by the Contractor under or pursuant to the Contract Documents;

.6 fails to furnish the Owner with assurances satisfactory to the Owner evidencing the Contractor's ability to complete the Work in compliance with all of the requirements of the Contract Documents;

.7 fails after commencement of the Work to proceed continuously with the construction and completion;

.8 fails to keep the Project free from strikes, work stoppages, slowdowns, lockouts or other disruptive activity as required by Section 3.4.3 hereof;

.9 fails or neglects to prosecute the Work in such a manner to reasonably assure completion within the Contract Time; or

.10 does not fully comply with the Contract Documents or otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, three days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

AIA Document A232 – 2019. Copyright © 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:12:38 ET on 02/15/2023 under Order No.3104237974 which expires on 02/14/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1214609230)

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
.2 Accept assignment of subcontracts pursuant to Section 5.4; and
.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall, upon application, be certified by the Initial Decision Maker after consultation with the Construction Manager, and this obligation for payment shall survive termination of the Contract.

§ 14.2.4.1 The costs of finishing the Work include, without limitation, all reasonable attorney's fees, additional title costs, insurance, additional interest because of any delay in completing the Work, and all other direct and indirect and consequential damages incurred by the Owner by reason of the termination of the Contractor as stated herein.

§ 14.2.5 the Owner shall not be responsible for damages or loss of anticipated profits on Work not performed on account of any termination described in Article 14.

§ 14.2.6 It is recognized that: (1) if an order for relief is entered on behalf of the Contractor pursuant to Title 11 of the United States Code, (2) if any other similar order is entered under any other debtor relief laws, (3) if Contractor makes general assignment for the benefit of its creditors, (4) if a receiver is appointed for the benefit of its creditors, or (5) if a receiver is appointed on account of its insolvency and such event could impair or frustrate Contractor's performance of the Contract. Accordingly, it is agreed that upon the occurrence of any such event, Owner shall be entitled to request of contractor or its successor in interest adequate assurance of future performance in accordance with the terms and conditions of the Contract. To the extent permitted by law, failure to comply with such request within ten (10) days of delivery of the request or a determination that the assurance given is not adequate by the Owner, a court or a receiver shall entitle Owner to terminate the Contract and to the accompanying rights set forth in Sections 14.2.1 through 14.2.4 hereof. In all events, pending receipt of adequate assurance or performance and actual performance in accordance therewith, Owner shall be entitled to proceed with the Work with its own forces or with other contractors on a time and material or other appropriate basis, the cost of which will be back charged against the Contract Sum.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine by giving seven (7) day's prior written notice to Contractor, specifying the part of the Work or subcontract to be suspended, delayed, or interrupted, and the effective date of such suspension, delay, or interruption, as the case may be. Contractor shall continue to prosecute the part of the Work not suspended, delayed, or interrupted, and shall properly protect and secure the part of the Work so suspended, delayed, or interrupted, so far as is necessary in Owner's reasonable opinion.

§ 14.3.2

(Paragraphs deleted)

In accordance with Section 8.3 hereof, if the Work or any subcontract is so suspended, delayed, or interrupted, Owner shall incur no liability to Contractor by reason of such suspension, delay, or interruption except that Contractor shall be entitled to an extension of time to complete its Work, which shall be computed in accordance with Section 8.3 hereof (including Subsections 8.3.1.1 through 8.3.1.4). In case of such suspension, delay or interruption, Owner will authorize the issuance of a Change Order or, if the Contractor does not agree to the Change Order, a Construction Change Directive that makes any required adjustment to the Date of Substantial Completion and any other impacted milestone dates. For the remainder of the Work that has not been suspended, delayed or interrupted, the Contract Documents shall remain in full force and effect.t.

AIA Document A232 – 2019. Copyright © 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:12:38 ET on 02/15/2023 under Order No.3104237974 which expires on 02/14/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1214609230)

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract, in whole or in part, for the Owner's convenience and without cause by giving seven (7) days' notice to Contractor, specifying the part of the Work or subcontract to be terminated and the effective date of termination. Contractor shall continue to prosecute the part of the Work not terminated. This right may be exercised by the Owner in its complete and absolute discretion. If the Work or any subcontract is so terminated, Owner shall incur no liability to Contractor by reason of such termination except as set forth in Section 14.4.3. For the remainder of the Work that is not terminated, the Contract Documents shall remain in full force and effect. Contractor shall be entitled to no payment for the terminated portion of the Work and waives and forfeits any claim for damages and/or lost profits.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders for the portion of the Work terminated.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed prior to the date of termination as well as any costs incurred by the Contractor to implement Owner directed work to protect and preserve the work completed by the Contractor prior to the notice of termination. The Contractor shall not be entitled to payment of any other sums. The Contractor shall not be entitled to any payment for the terminated portion of the Work and waives and forfeits any claim for damages, overhead and/or lost profits for the terminated portion of the Work.

§ 14.4.4 Contractor agrees and acknowledges that payments for the work have been obtained through obligations or bonds which have been sold after public referendum. In the event the work is suspended or cancelled as a result of the order of any court, department entity or individual having jurisdiction, or in the event the work is suspended or cancelled due to the fact that a court, agency, department, entity or individual having jurisdiction has issued an order, the result of which is the aforesaid obligations or bond are no longer available for payment for the work, Contractor expressly agrees that it shall be solely entitled to pay for work accomplished until a notice of suspension or cancellation is served upon Contractor. Contractor expressly waives any and all rights to institute an action, claim, cause of action or similar for any damages it may suffer as a result of the suspension or cancellation of the Work and/or its Contract pursuant to this section.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

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

§ 15.1.2 Time Limits on Claims

The Contractor shall commence all Claims and causes of action against the Owner and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by the Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the Owner and to the Initial Decision Maker with a copy sent to the Construction Manager and Architect, if the Architect is not serving as the Initial Decision Maker. Such claims by the Contractor shall be initiated within 21 days after occurrence of the

AIA Document A232 – 2019. Copyright © 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:12:38 ET on 02/15/2023 under Order No.3104237974 which expires on 02/14/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1214609230)

event giving rise to such Claim or within 21 days after the Contractor first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by the Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the Owner. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.3.3 Should any Contractor wish to reserve its rights regarding filing of claims as set forth above, written notice of any event that may give rise to a claim must be given within 21 days of said event, whether or not any impact in time or money has been determined.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will prepare Change Orders and/or Construction Change Directives and will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost. If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4. No claim will be permitted for additional costs or time as provided in Section in this Section 15.1, should damages arise from the Contactor's failure to have adequately reviewed the Contract Documents and to have reported the error or inconsistency in an expeditious time and manner.

§ 15.1.5.1 If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Architect, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Architect, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, a claim shall be filed in accordance with this Section 15.1.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.7

(Paragraphs deleted)

Waiver of Claims

§ 15.1.7.1 The timelines provided herein for the making of claims shall be a condition precedent to any payment for such claims or the granting of any extension of time. Failure of the Contractor to comply with the time and notice provisions of this Article shall be an absolute bar to making any payment to or extending the time of the Contractor for such claim. All claims of any type seeking any monies, or an extension of time shall be accompanied by full documentation. A claim submittal without full documentation shall be rejected by the Architect and, if not timely resubmitted within the original claim period, as set forth above, shall be waived.

§ 15.1.7.2 The Owner shall not be responsible for damages or for loss of anticipated profits on Work not performed on account of any termination of the Contractor by the Owner or by virtue of the Owner's exercise of its right to take over the Contractor's Work pursuant to the Contract Documents.

AIA Document A232 – 2019. Copyright © 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:12:38 ET on 02/15/2023 under Order No.3104237974 which expires on 02/14/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1214609230)

§ 15.1.7.3 The Contractor hereby expressly waives any rights it may have in law or in equity to lost bonding capacity as a result of any of the actions of the Owner, Construction Manager or the Architect taken in connection with the Contractor's Work on the Project.accordance with the requirements of the Contract Documents.

§15.1.8 CLAIM PROCEDURE

§15.1.8.1 Claims by the Contractor must be made by written notice in accordance with the following procedures:

.1 the Contractor may submit a claim concerning a matter properly noticed in accordance with the time requirements of this Contract.

.2 failure by the Contractor to furnish the required claim documentation within the time set forth above shall constitute waiver of the Contractor's right to compensation for such claim.

.3 Contractor shall furnish three (3) certified copies of the required claim documentation, with a copy submitted to the Owner, Architect, and Construction Manager. The claim documentation shall be complete when furnished. The evaluation of the Contractor's claim will be based, among other things, upon the Owner project records and the Contractor's furnished claim documentation.

.4 claim documentation shall conform to Generally Accepted Accounting Principles and shall be in the following format:

a. General Introduction
b. General Background Discussion
c. Issues

A. Index of Issues (listed numerically)

B. For **each** issue

(1) Background
(2) Chronology
(3) Contractor's position (reason for Owner's potential liability)
(4) Supporting documentation of merit or entitlement
(5) Supporting documentation of damages
(6) Begin each issue on a new page

4. all critical path method schedules, (as-planned, monthly updates, schedule revisions, and as-built) along with the computer disks of all schedules related to the claim.

5. Productivity exhibits (if appropriate)

6. Summary of Issues and Damages

7. Supporting documentation of merit for each issue shall be cited by reference, photocopies, or explanation. Supporting documentation may include, but shall not be limited to, general conditions; general requirements; technical specifications; drawings; correspondence; conference notes; shop drawings and submittals; shop drawing logs; survey books; inspection reports; delivery schedules; test reports; daily reports; subcontracts; fragmentary CPM schedules or time impact analyses; photographs; technical reports; requests for information; field instructions; and all other related records necessary to support the Contractor's claim.

8. Supporting documentation of damages for each issue shall be cited, photocopies, or explained. Supporting documentation may include, but shall not be limited to, any or all documents related to the preparation and submission of the bid; certified, detailed labor records including labor distribution reports; material and equipment procurement records; construction equipment ownership cost records or rental records; subcontractor or vendor files and cost records; service cost records; purchase orders; invoices; project as-planned and as-built cost records; general ledger records; variance reports; accounting adjustment records; and any other accounting materials necessary to support the Contractor's claim.

9. Each copy of the claim documentation shall be certified by a responsible officer of the Contractor in accordance with the requirements of these Contract Documents.

§15.1.8.2 Claims and Actions Thereon. No claim against the Owner for damages for breach of contract or compensation for extra work shall be made or asserted in any action or proceeding at law, or in equity, unless the Contractor shall have strictly complied with all the requirements relating to the giving of notice and of information with respect to such claims all as provided in this Agreement.

§15.1.8.3 No Estoppel. Neither the Owner nor any department officer, agent or employees thereof, shall be bound, precluded or estopped by any determination, decision, approval, order, letter, payment or certificate made or given under or in connection with this Contract by the Owner, or any officer, agent or employee of the Owner, either before

AIA Document A232 – 2019. Copyright © 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:12:38 ET on 02/15/2023 under Order No.3104237974 which expires on 02/14/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1214609230)

or after the final completion and acceptance of the Work and payment therefor: (1) from showing the true and correct classification, amount, quality or character of the Work actually done; or that any such termination, decision, order, letter, payment or certificate was untrue, incorrect or improperly made in any particular matter, or that the Work or any part thereof does not in fact conform to the requirements of this Contract; or (2) from demanding and recovering from the Contractor any overpayments made to him, or such damages as it may sustain by reason of his failure to perform each and every part of this Contract in strict accordance with its terms; or (3) both (1) and (2) hereto."

§ 15.2 Initial Decision

§ 15.2.1 Claims by the Contractor, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. An initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the Contractor may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within twenty days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties, the Construction Manager, and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. .

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision file for mediation.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, may be subject to mediation upon mutual agreement of the parties.

AIA Document A232 – 2019. Copyright © 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:12:38 ET on 02/15/2023 under Order No.3104237974 which expires on 02/14/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1214609230)

§ 15.3.2 If the parties agree to mediation, the mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon by the parties. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.3.3 The Owner does not agree to arbitrate any claim arising from this contract. Any dispute not settled by mediation or otherwise shall be litigated solely in the New York Supreme Court for the County of Westchester.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

(Paragraphs deleted)

AIA Document A232 – 2019. Copyright © 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:12:38 ET on 02/15/2023 under Order No.3104237974 which expires on 02/14/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1214609230)

SECTION 00 70 02
INSURANCE RIDER
(Supplement to Article 11 of Section 00 70 00,
AIA A232-2009 For Insurance Requirements for this Project)

Name of Insurance Producer:	
Name of Insured:	

A. The Contractor shall purchase and maintain during the life of the contract insurances as listed herein. This insurance must be purchased from a New York State licensed, A.M. Best Rated "A-" or better. The Owner, the Architect, the Construction Manager, and each of their respective Consultants, Subconsultants, officers, directors, Boards of Education, Boards of Directors and employees shall, with the exception of Worker's Compensation and Employer's Liability Insurance, be named as additional insureds on a primary and non-contributory basis. Contractor must submit additional insured endorsements to the Owner for approval. The decision to accept an endorsement rests solely with the Owner.

B. At least ten (10) working days prior to the commencement of the Work, the Contractor and all Subcontractors shall submit to the Owner, through the Architect, a Certificate of Insurance (AIA Form G705) or Accord 25-s, with additional insured endorsements showing evidence of insurance coverage as required by these documents. Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB-120.1) for all employees is required and proof of such coverage must be on the indicated forms approved by the New York State Workers' Compensation Board. ACORD certificates are not acceptable for proof of Workers' Compensation and NYS Disability Insurance. A person seeking an exemption must file a CE-200 Form with the state. The Certificate of Insurance must specifically describe the work to be performed by the Contractor that are covered by the liability policies and the job site location.

C. All Certificates of Insurance must be signed by a licensed agent or authorized representative of the insurance carrier.

D. The certificate shall be issued to the Owner with a provision that in the event the policies are either canceled or diminished, at least 30 days prior notice thereof shall be given to the Owner.

E. The insurance required for this project shall be written for not less than limits of liability specified in this Insurance Rider or otherwise within the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.

1. General Liability: (Occurrence Form) – Limits Per Project using ISO Form CG 00 01 07 98 or later date

$ 2,000,000	General Aggregate
$ 2,000,000	Products/Completed Operations
$ 1,000,000	Personal and Adv. Injury
$ 1,000,000	Occurrence
$ 100,000	Fire Damage
$ 10,000	Medical Expense

2. Coverage to include Broad Form Property Damage, Contractual Liability, Independent Contractors, and Personal Injury. No exclusion for XCU or hazards shall be endorsed to the Policy.
3. Products and Completed Operations Coverage to be kept in force for 12 months after final payment; a renewal certificate is to be submitted for the project if the coverage renews in less than 24 months following the completion of the project.
4. Coordinate requirements for additional insurance covering contractual obligations assumed by Contractor as established in Articles 3.18 and 10.3 of the AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as revised for this Project by using Endorsement ISO Form B, CG2010 11/85 or CG 20 10 10/01 plus CG 20 37 10/01 or equivalent. This endorsement must also reflect that the coverage provided is Primary and Non-Contributory. Waiver of Subrogation applies to all policies for all additional insureds.

F. Auto Liability to cover ALL autos; or Owned, Hired, Leased and Non-Owned Autos.

$ 1,000,000	Combined Single Limit or
$ 500,000	Bodily Injury (per person)
$ 1,000,000	Bodily Injury (per accident)
$ 500,000	Property Damage
$ 5,000	Medical Payments

G. Umbrella/Excess Liability: Insurance is to provide applicable coverages stated within this Insurance Rider.

For General Construction and Work at No Elevation (1 story – 10 feet) or project values less than or equal to $1,000,000:

$ 5,000,000	Each Occurrence
$ 5,000,000	Aggregate

For High Risk Construction, Work at Elevation (>1 story or 10 feet) or project values greater than $1,000,000:

$ 10,000,000	Each Occurrence
$ 10,000,000	Aggregate

Umbrella/Excess coverage shall be on a follow-form basis.

H. Hazardous Material Coverage

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

I. Testing Company Errors and Omission Insurance

$1,000,000	Each Occurrence
$2,000,000	Aggregate

for the testing and other professional acts of the Contractor performed under the contract with the Owner.

J. Owners Contractors Protective (OCP) Insurance

1. $1 million per occurrence, $2 million aggregate with the Owner as the Named Insured for projects less than or equal to $1,000,000 and work on 1 story (10 feet) only
2. $2 million per occurrence, $4 million aggregate with the Owner as the Named Insured for projects greater than $1,000,000 and work over 1 story (10 feet).
3. $2 million per occurrence, $4 million aggregate with the Owner as the named Insured for all projects where General Liability, Auto and Umbrella/Excess Coverage is with non-licensed and non-admitted carriers in New York State.
4. The Owner will be the Named Insured on OCP Policies. There will be no Additional Insureds on any OCP Policies.

K. A fully completed New York Construction Certificate of Liability Insurance Addendum (ACORD 855 2014/15) must be included with the certificates of insurance. For any “Yes” answers on Items G through L on this Form– additional details must be provided in writing.

L. Builder’s Risk – Purchased by the contractor to include the interests of the Owner & Contractor Jointly – limit must reflect the total completed value – all materials and labor costs and provide coverage for fire, lightning, explosion, extended coverage, vandalism, malicious mischief, windstorm, hail and/or flood. Further, Contractor shall require all Subcontractors to carry similar insurance coverages and limits of liability as set forth above and adjusted to the nature of Subcontractors' operations and submit same to Owner for approval prior to start of any Work.

M. Further, it is not the intention of these insurance requirements to require each Subcontractor, vendor or material man involved in the work to provide “excess” coverage in the amounts stated herein but the “excess” limit shall be at least 2 times the contract sum entered into between the individual Contractor and the particular Subcontractor, vendor or material man but not less than $1,000,000.00, each occurrence, $3,000,000 aggregate and $10,000 retention (Maximum).

N. At the Owner’s request, the Contractor shall provide a copy of the declaration page of the insurance policies providing the required coverage with a list of endorsements and forms. If requested, the Contractor will provide the Owner with a copy of the endorsements and forms for any or all such policies.

O. The Contractor agrees to indemnify the Owner for any deductibles or self-insured retentions applicable to claims made pursuant to the Owner’s or Contractor’s insurance policies arising out of the acts or omissions of the Contractor or anyone providing labor, equipment or materials on behalf of the Contractor in connection with the Contractor’s contract with the Owner.

P. The Contractor acknowledges that failure to obtain and maintain the insurance coverage required in this Insurance Rider constitutes a material breach of contract and the Contractor shall indemnify, defend and hold harmless the Owner, Architect, Construction Manager, and each of their respective Consultants, Subconsultants officers, directors, Boards of Education, Boards of Directors agents and/or employees from any and all claims for which the required insurance would have provided coverage.

Q. In the event Contractor fails to obtain the required certificates of insurance from the Subcontractor and a claim is made or suffered, the Contractor shall indemnify, defend and hold harmless Owner, Architect, Construction Manager, and each of their respective Consultants, Subconsultants officers, directors, Boards of Education, Boards of Directors agents and/or employees from any and all claims for which the required insurance would have provided coverage. This indemnity obligation is in addition to any other indemnity obligation provided in the Contract Documents.

R. The following shall be included as Additional Insureds

1. Croton-Harmon Union Free School District, Members of the Board of Education, any officer, member of its staff, employee, or representative of school district.
2. KG+D Architects and ALL consultants listed on the cover of the PROJECT/SPECIFICATIONS MANUAL
3. Triton Construction Company

END OF SECTION

NEW YORK STATE WAGE RATE SCHEDULES

1.1 GENERAL

A. The following minimum prevailing rate of wages, health and welfare and pension fund contributions are as determined by the Industrial Commissioner of the State of New York in accordance with the provisions of Section 220 of the Labor Law of New York State.

B. It shall be the sole responsibility of each Contractor to pay wages at least equal to current and future Wage Rate Schedules which are applicable to this project throughout the entire duration of the Contract without claiming extra costs.

C. Current Wage Rate Schedules are included herein. The Owner and the Architect do not warrant the accuracy or pertinency of the wage rates stated. The Contractor shall be solely responsible for verifying the accuracy of the current and future Prevailing Wage Schedule.

D. Prevailing Rate Case Number (PRC# 2023002973) has been assigned to the project. To access the PDF file of your schedule, click on the following link or copy and paste into your browser, type in the PRC number, and click in the Wage Schedule button.

https://apps.labor.ny.gov/wpp/doFindProject.do

Prevailing Wage

PRC#: 2023002973
Type of Contracting Agency: Local School District
Acceptance Status: Accepted Article 8

Contracting Agency

Croton-Harmon UFSD
Denise Cohen
Asst. Superintendent Business
10 Gerstein Street
Croton-on-Hudson NY 10520

(914) 271-4713
denise.cohen@chufsd.org

Send Reply To

Sarah Davis, AIA
Project Manager
KG+D Architects, PC
285 Main Street
Mount Kisco NY 10549

(914) 666 -5900
sannar@kgdarchitects.com

Project Information

Project Title	DW Partial Roofing Replacement
Description of Work	Partial repair and replacement of existing roofing at the HS, MS, ES, District Office and Bus Garage.
Contract Id No.	2023-1002
Project Locations(s)	Multiple
Route No / Street Address	
Village / City	
Town	Croton-on-Hudson
State / Zip	NY 10520
Nature of Project	Other Reconstruction, Maintenance, Repair or Alteration
Approximate Bid Date	06/15/2023
Checked Occupation(s)	Construction (Building, Heavy & Highway, Sewer, Water, Tunnel)

Applicable Counties

Westchester

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Intent of the Contract Documents.
4. Type of contract
5. Work schedule and phasing
6. Work under separate contracts
7. Access to site.
8. Coordination with occupants.
9. Work restrictions.
10. Specification and drawing conventions.

B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.2 PROJECT INFORMATION

A. Project Identification: District-Wide Roofing Project at three schools, administrative office building and the bus garage for the Croton-Harmon Union Free School District.

1. The Work will be performed at the following locations:
   a. Croton-Harmon High School located at 36 Old Post Rd S, Croton-On-Hudson, NY 10520.
   b. Pierre Van Cortlandt Middle School located at 3 Glen Pl, Croton-On-Hudson, NY 10520.
   c. Carrie E. Tompkins Elementary School located at 8 Gerstein St, Croton-On-Hudson, NY 10520.
   d. Croton-Harmon New Business Office located at 10 Gerstein St, Croton-On-Hudson, NY 10520.
   e. Croton-Harmon Bus Garage located at 427 Yorktown Rd, Croton-On-Hudson, NY 10520

B. Owner: Croton-Harmon Union Free School District, Croton-On-Hudson, NY.

C. Architect: The Contract Documents were prepared for Project by KG+D Architects, PC.

D. Construction Manager: Triton Construction Company has been engaged as Construction Manager for this Project to serve as an advisor to Owner and to provide assistance in administering the Contract for Construction between Owner and Contractor, according to a separate contract between Owner and Construction Manager.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of the Project is defined by the Contract Documents and consists of the following:

1. The scope of the Work of this project is repair and replacement of existing roofing and related work at the Croton-Harmon High School, Pierre Van Cortlandt Middle School, Carrie E. Tompkins Elementary School, New Administration Building, and Croton-Harmon Bus Garage.

B. Work at Existing Sites: Existing conditions are shown on the drawings to the best knowledge of the Architect. The Architect, however, cannot guarantee the correctness of the existing conditions shown and assumes no responsibility therefore. It shall be the responsibility of the Contractor to verify all existing conditions.

1. Contractor shall take all necessary field measurements prior to fabrication and installation of work and shall assume complete responsibility for accuracy of same.

1.4 INTENT OF THE CONTRACT DOCUMENTS

A. If, in the interpretation of Contract Documents, requirements within the Drawings and Specifications conflict, or it appears that the Drawings and Specifications are not in agreement, the Contractor shall provide (1) the greater quantity, where there is a discrepancy in quantity, and (2) the superior quality, where there is a discrepancy in quality. All discrepancies shall be brought to the attention of the Architect. The Architect’s decision on resolving the discrepancy shall be final.

1.5 TYPE OF CONTRACT

A. The Work of the project will be let in four (4) Prime Contracts as follows:

1. Contract No. 1 - General Construction Work at the New Business Office, Bus Garage and Carrie E. Tompkins Elementary School consisting of roof removal and replacement work and related work.
2. Contract No. 2 - General Construction Work at the High School consisting of roof removal and replacement work and related work.
3. Contract No. 3 - General Construction Work at the Pierre Van Cortlandt Middle School consisting of roof removal and replacement work, new steel dunnage for roof top mechanical equipment, and related work.

4. Contract No. 4 - HVAC Work at the Pierre Van Cortlandt Middle School consisting of new rooftop mechanical equipment and related work.

1.6 WORK SCHEDULE AND PHASING

A. The Work shall be substantially complete on or before the date(s) indicated in the Project Milestone Schedule attached to this Section. It is extremely important that the Owner resume its full use of the buildings and sites on the completion date(s) specified. Liquidated damages will be assessed by the Owner for each day the work continues past the Substantial Completion date.

B. The Work shall be conducted in accordance with the Project Milestone Schedule attached to this Section.

C. Work may be commenced in the building and on the site upon receipt of Notice to Proceed issued by the Owner; approximate dates are indicated in the Project Milestone Schedule attached to this Section.

1.7 WORK UNDER SEPARATE CONTRACTS

A. General: Cooperate fully with Owner's separate contractors, so work on those contracts may be carried out smoothly, without interfering with or delaying Work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under Owner's separate contracts

B. Concurrent Work: Owner has awarded separate contract(s) for the following construction operations at Project site(s). Those operations will be conducted simultaneously with Work under this Contract.

1. Croton-Harmon UFSD Storm Drainage Improvements at the following locations:
   a. Croton-Harmon High School
   b. Pierre Van Cortlandt Middle School
   c. Carrie E. Tompkins Elementary School.
   d. Croton-Harmon Bus Garage.

1.8 ACCESS TO SITE

A. Limits: Confine constructions operations to areas within contract limits indicated. Do not disturb portions of the building and site beyond the areas in which the Work is indicated. All areas of the building and site with the exception of the project area where the Work is being performed are off limits to Contractor and his employees.

1. Driveways, Walkways and Entrances: Keep driveways, loading areas**,** and entrances serving premises clear and available to Owner, Owner's employees, students, the public and emergency vehicles at all times. Do not use these areas for parking or storage of materials.

a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
c. Coordinate staging, parking and storage areas with the Construction Manager.

B. Damages: Promptly repair damages caused to adjacent facilities by work of the Contract to a good-as-new condition acceptable to the Owner.

C. Existing Facilities: The following facilities are specifically noted as not to be used by Contractor or his employees:

1. Toilet facilities.
2. Food service facilities, including kitchen and dining areas.
3. Parking lots (outside of the parking areas designated for Contractor's use).
4. Telephones.

D. Security: The Contractor and all employees of the contractor shall be subject to the security provisions required by the Owner. Such provisions shall include, but not be limited to, the following:

1. Contractor and all their employees shall use a single means of access and egress to the building, except in the case of emergency, as designated by the Construction Manager.
2. Photo identification badges shall be procured for all persons entering the Project building or site and shall be worn continuously while the person is in the building or on the site.
3. All persons entering the building or site shall be subject to the Owner's visitor management system and may be subject to fingerprinting or other security-related screenings.
4. Contractor shall maintain a daily list of their personnel at the Project site.

1.9 COORDINATION WITH OCCUPANTS

A. Full Owner Occupancy: Owner will occupy site and building during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations.

1. Maintain access to existing adjacent occupied or used facilities. Do not close or obstruct adjacent drives, walkways, or other occupied or used facilities other than those obstructions currently indicated on the Contract Documents without written permission from Owner and approval of authorities having jurisdiction.
2. Occupancy level will be reduced during summer months when school is not in session.

B. Utility Shutdowns: Coordinate all utility shut downs and cross overs with the Construction Manager, schedule during off hours and non-occupied times only.

1. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations. Include planned shut-downs and interruptions in Construction Schedule.
2. Electrical and mechanical services to functioning spaces shall be maintained at all times. Swing-overs to new services shall be made so as to cause the least interruption to the facilities' operations

C. Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.

1. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied prior to Owner acceptance of the completed Work.
2. Obtain a Certificate of Occupancy from authorities having jurisdiction before limited Owner occupancy.
3. Before limited Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of Work.
4. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of Work.

1.10 WORK RESTRICTIONS

A. Work Restrictions, General: Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.

B. On-Site Work Hours and Days: Limit work on the site and in the building to working hours indicated below, Monday through Friday, unless otherwise indicated.

1. The school will be closed on Saturdays, Sundays, regularly scheduled district holidays and school vacations, and at night after cleaning crews have finished. If any Contractor wishes to work at any time when the school is normally closed, that Contractor must receive prior approval by the Owner and also shall arrange and pay for custodial services for the building at the applicable district pay rates. All work taking place within the schools/buildings/grounds on weekends, holidays and school vacations must be approved in advance by the Owner.

2. Summer Work Period Hours and Days: During the Summer work will be permitted at any time of day, due to the fact that the work is all outdoors, all days except Saturday and Sundays. Hours of work shall be confirmed with the Construction Manager. Any special work arrangements must be made through the Construction Manager.
3. School-in-Session Period Hours and Days: Work during the School Year must be scheduled after School Hours between 3:00 PM until 10:00 PM. During the school year the school will be closed at 11:00 PM. Any requests to work during school hours must be submitted in writing to the School District for approval. Non disruptive work may take place between 7:00 AM and 4:00 PM upon receiving permission from the Owner. The submission must include a diagram showing how the construction area will be separated from occupied areas. Additionally, it must show temporary measures to be installed such as ventilation, screening, dust protection, fire separation, etc. The School District reserves it's right to accept or reject the request at their discretion.
4. Blackout Dates (No work is permitted at the building or site): Concerts and testing dates, other days as directed by the Owner. Allow for 5 blackout days, taken during the weekdays, as selected by the Owner.
5. The school district's academic calendar listing school-in-session period, summer period, school holidays and vacation days, and Regents Exam days can be found here https://www.chufsd.org/Page/2#calendar1/20230228/month

C. Delivery Restrictions: Coordinate with the Construction Manager and Owner for permissible times and locations/truck access for deliveries on site. Large deliveries shall be made after hours.

D. Noise, Vibration, and Odors: Notify Construction Manager and Owner and coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to surrounding spaces.

1. Notify Construction Manager and Owner not less than two days in advance of proposed disruptive operations.
2. Construction activity noise levels for a period extending from the reading days before exams until the final day of exams (ten days) shall not exceed 60 dBA.
3. Outdoor construction activity noise levels shall comply with Croton-on-Hudson Noise ordinance Section 160-4 H https://ecode360.com/9143212

a. The operation of power lawn mowers, rakers or leaf blowers or other motor-driven lawn or garden equipment between the hours of 6:00 p.m. Sunday and 8:00 a.m. Monday, between the hours of 8:00 p.m. and 8:00 a.m. Monday through Friday, between the hours of 8:00 p.m. Friday and 9:00 a.m. Saturday, and between the hours of 6:00 p.m. Saturday and 10:00 a.m. Sunday. [Amended 9-2-2008 by L.L. No. 5-2008; 9-6-2011 by L.L. No. 3-2011]

E. Comply with Owner's standards for construction projects as follows:

1. Interaction with employees, students and the public is strictly forbidden.
2. Use of offensive or inappropriate language is strictly forbidden .
3. The use of radios, tape and CD players is prohibited on the site and in the buildings.
4. Smoking is prohibited on the site and in the buildings.
5. Fraternizing with students or staff at the University is prohibited.
6. Use of controlled substances on Project site is not permitted.

1.11 SPECIFICATION AND DRAWING CONVENTIONS

A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:

1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings.

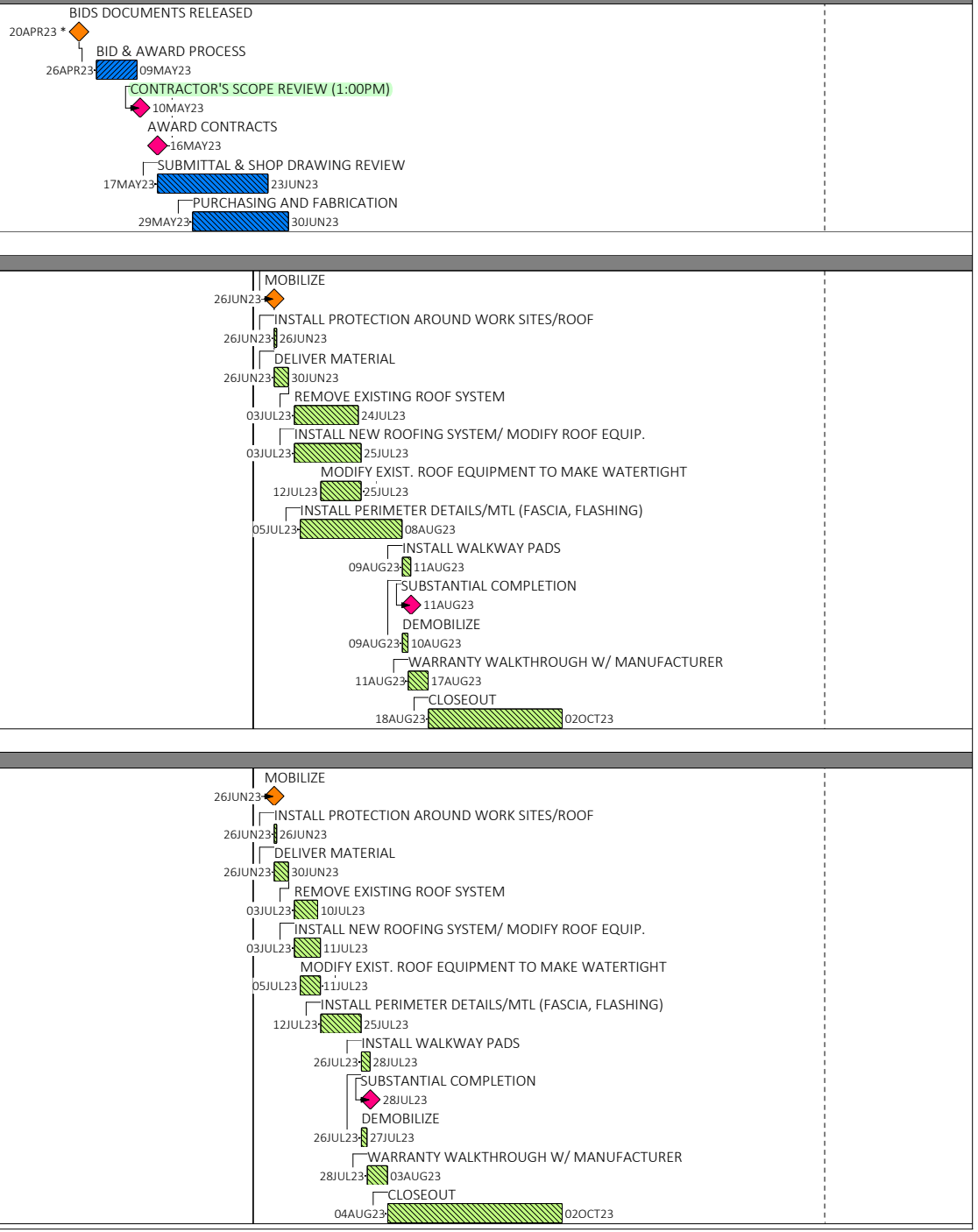
PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

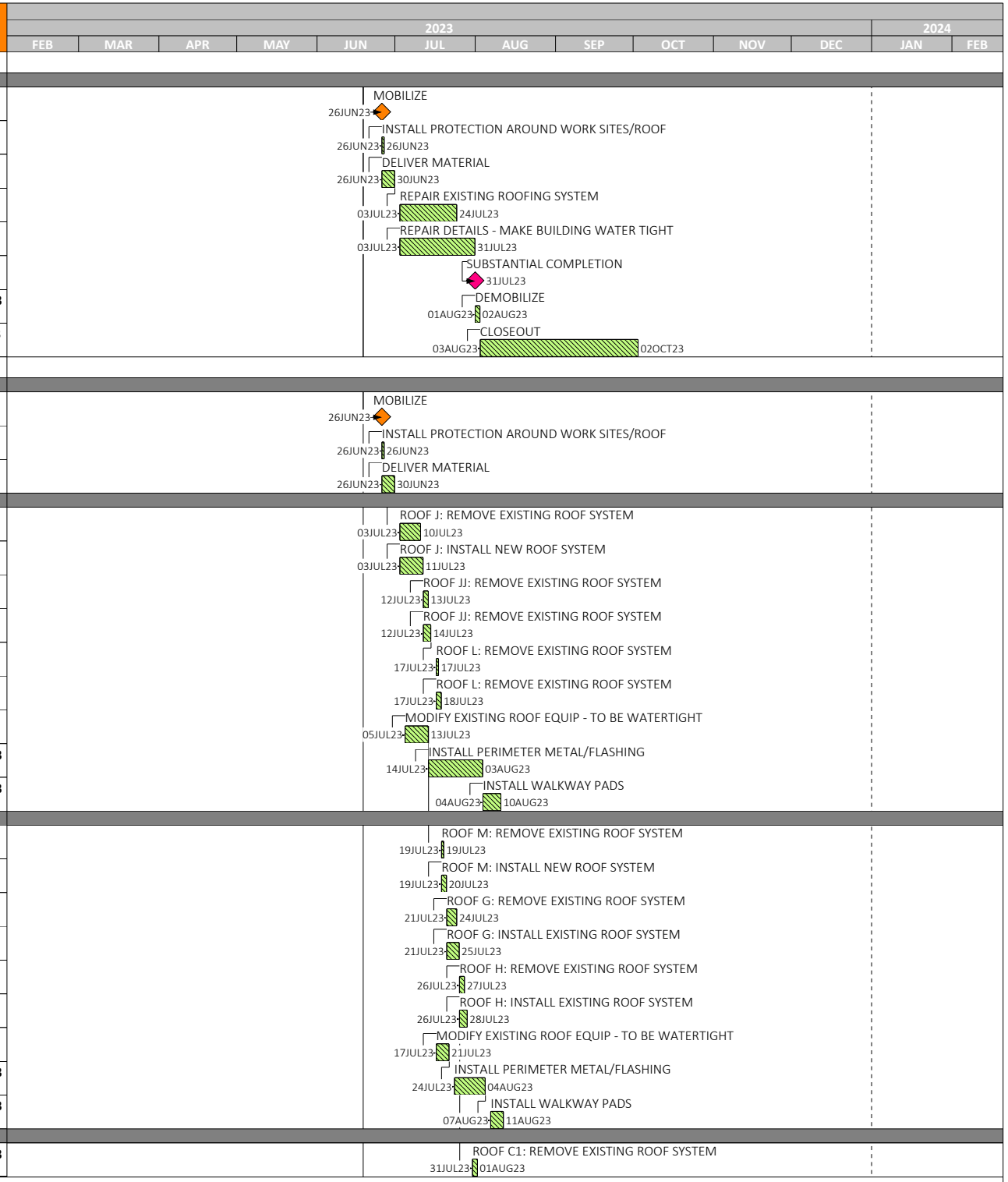
END OF SECTION 011000

Attachment: Project Milestone Schedule

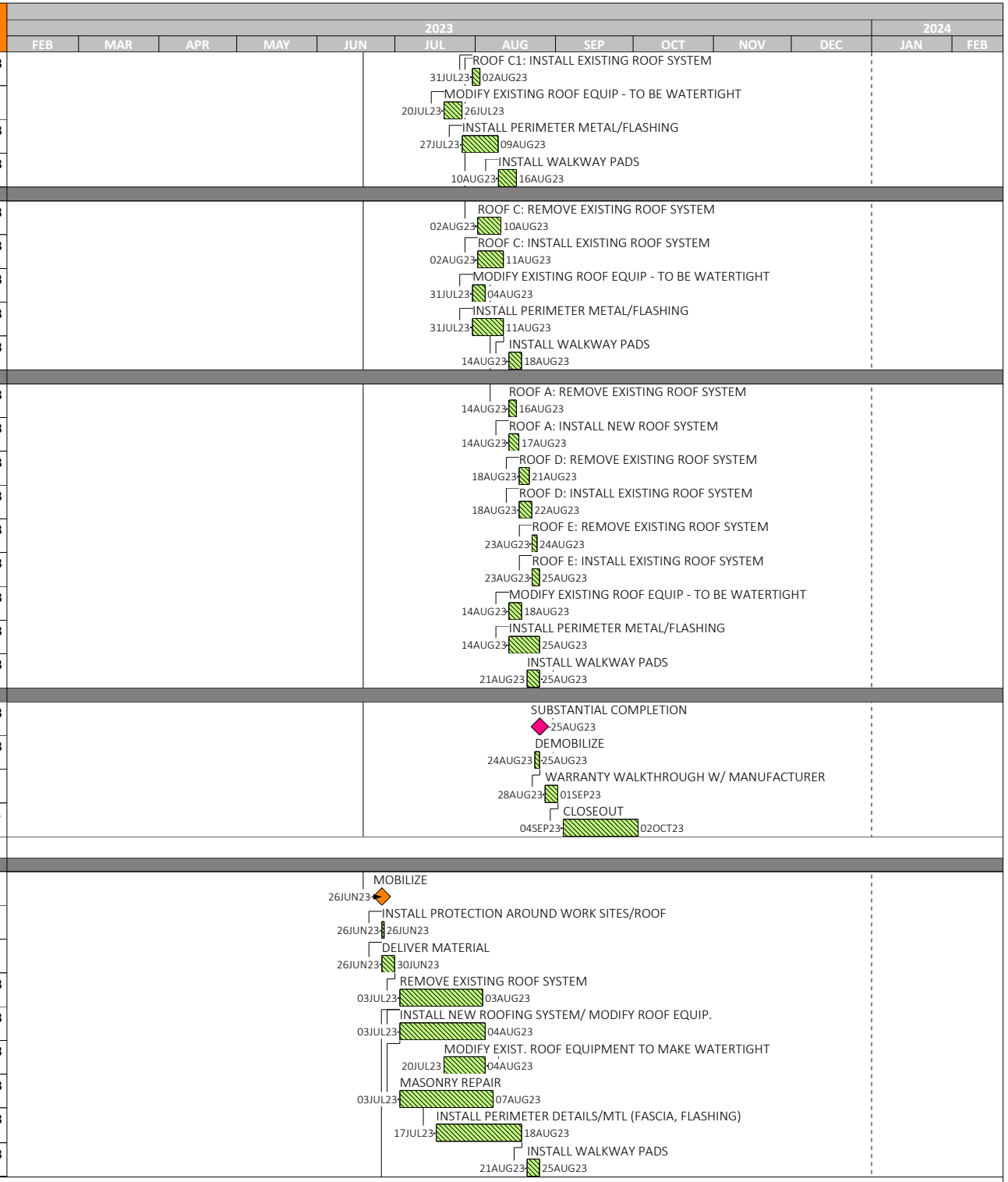
Act ID	Description	Orig Dur	Early Start	Early Finish
DISTRICT-WIDE ROOFING PROJECTS				
BID & AWARD				
1410	BIDS DOCUMENTS RELEASED	0	20APR23	
1420	BID & AWARD PROCESS	10	26APR23	09MAY23
1425	CONTRACTOR'S SCOPE REVIEW (1:00PM)	0		10MAY23
1430	AWARD CONTRACTS	0		16MAY23
1440	SUBMITTAL & SHOP DRAWING REVIEW	28	17MAY23	23JUN23
1445	PURCHASING AND FABRICATION	25	29MAY23	30JUN23
CARRIE E. TOMPKINS ELEMENTARY SCHOOL				
4001	MOBILIZE	0	26JUN23	
4005	INSTALL PROTECTION AROUND WORK SITES/ROOF	1	26JUN23	26JUN23
4008	DELIVER MATERIAL	5	26JUN23	30JUN23
4009	REMOVE EXISTING ROOF SYSTEM	15	03JUL23	24JUL23
4011	INSTALL NEW ROOFING SYSTEM/ MODIFY ROOF EQUIP.	16	03JUL23	25JUL23
4016	MODIFY EXIST. ROOF EQUIPMENT TO MAKE WATERTIGHT	10	12JUL23	25JUL23
4021	INSTALL PERIMETER DETAILS/MTL (FASCIA, FLASHING)	25	05JUL23	08AUG23
4026	INSTALL WALKWAY PADS	3	09AUG23	11AUG23
4031	SUBSTANTIAL COMPLETION	0		11AUG23
4034	DEMOBILIZE	2	09AUG23	10AUG23
4071	WARRANTY WALKTHROUGH W/ MANUFACTURER	5	11AUG23	17AUG23
4076	CLOSEOUT	32	18AUG23	02OCT23
ADMINISTRATION BUILDING				
5000	MOBILIZE	0	26JUN23	
5010	INSTALL PROTECTION AROUND WORK SITES/ROOF	1	26JUN23	26JUN23
5020	DELIVER MATERIAL	5	26JUN23	30JUN23
5030	REMOVE EXISTING ROOF SYSTEM	5	03JUL23	10JUL23
5040	INSTALL NEW ROOFING SYSTEM/ MODIFY ROOF EQUIP.	6	03JUL23	11JUL23
5050	MODIFY EXIST. ROOF EQUIPMENT TO MAKE WATERTIGHT	5	05JUL23	11JUL23
5060	INSTALL PERIMETER DETAILS/MTL (FASCIA, FLASHING)	10	12JUL23	25JUL23
5070	INSTALL WALKWAY PADS	3	26JUL23	28JUL23
5080	SUBSTANTIAL COMPLETION	0		28JUL23
5090	DEMOBILIZE	2	26JUL23	27JUL23
5100	WARRANTY WALKTHROUGH W/ MANUFACTURER	5	28JUL23	03AUG23
5110	CLOSEOUT	42	04AUG23	02OCT23



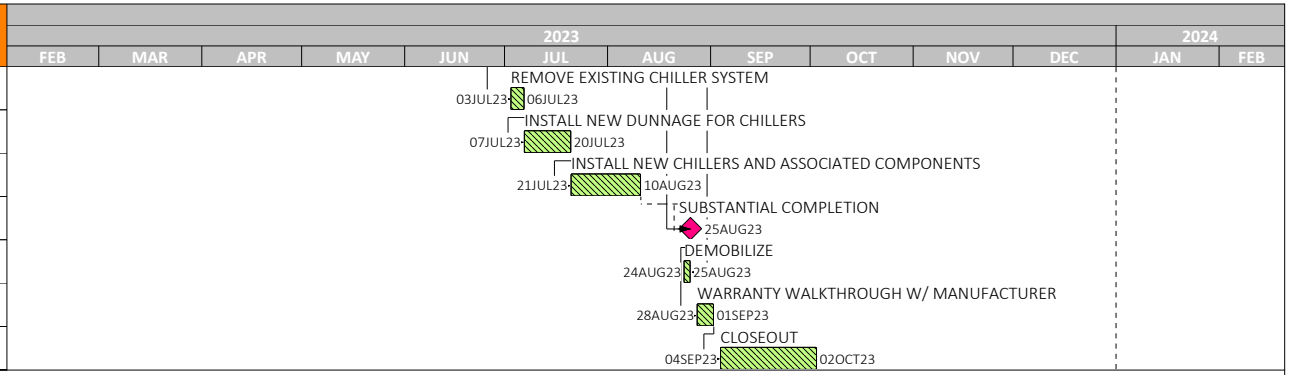
Act ID	Description	Orig Dur	Early Start	Early Finish
TRANSPORTATION FACILITY				
8007	MOBILIZE	0	26JUN23	
8017	INSTALL PROTECTION AROUND WORK SITES/ROOF	1	26JUN23	26JUN23
8027	DELIVER MATERIAL	5	26JUN23	30JUN23
8037	REPAIR EXISTING ROOFING SYSTEM	15	03JUL23	24JUL23
8067	REPAIR DETAILS - MAKE BUILDING WATER TIGHT	20	03JUL23	31JUL23
8087	SUBSTANTIAL COMPLETION	0		31JUL23
8097	DEMOBILIZE	2	01AUG23	02AUG23
8117	CLOSEOUT	43	03AUG23	02OCT23
CROTON HARMON HIGH SCHOOL				
ALL ROOFS				
6000	MOBILIZE	0	26JUN23	
6010	INSTALL PROTECTION AROUND WORK SITES/ROOF	1	26JUN23	26JUN23
6020	DELIVER MATERIAL	5	26JUN23	30JUN23
ROOFS: J, JJ & L				
6030	ROOF J: REMOVE EXISTING ROOF SYSTEM	5	03JUL23	10JUL23
6031	ROOF J: INSTALL NEW ROOF SYSTEM	6	03JUL23	11JUL23
6032	ROOF JJ: REMOVE EXISTING ROOF SYSTEM	2	12JUL23	13JUL23
6033	ROOF JJ: REMOVE EXISTING ROOF SYSTEM	3	12JUL23	14JUL23
6034	ROOF L: REMOVE EXISTING ROOF SYSTEM	1	17JUL23	17JUL23
6035	ROOF L: REMOVE EXISTING ROOF SYSTEM	2	17JUL23	18JUL23
6036	MODIFY EXISTING ROOF EQUIP - TO BE WATERTIGHT	7	05JUL23	13JUL23
6037	INSTALL PERIMETER METAL/FLASHING	15	14JUL23	03AUG23
6038	INSTALL WALKWAY PADS	5	04AUG23	10AUG23
ROOFS: M, G & H (AFTER 3PM WORK ONLY)				
6041	ROOF M: REMOVE EXISTING ROOF SYSTEM	1	19JUL23	19JUL23
6043	ROOF M: INSTALL NEW ROOF SYSTEM	2	19JUL23	20JUL23
6045	ROOF G: REMOVE EXISTING ROOF SYSTEM	2	21JUL23	24JUL23
6047	ROOF G: INSTALL EXISTING ROOF SYSTEM	3	21JUL23	25JUL23
6049	ROOF H: REMOVE EXISTING ROOF SYSTEM	2	26JUL23	27JUL23
6051	ROOF H: INSTALL EXISTING ROOF SYSTEM	3	26JUL23	28JUL23
6053	MODIFY EXISTING ROOF EQUIP - TO BE WATERTIGHT	5	17JUL23	21JUL23
6055	INSTALL PERIMETER METAL/FLASHING	10	24JUL23	04AUG23
6057	INSTALL WALKWAY PADS	5	07AUG23	11AUG23
ROOF: C1				
6061	ROOF C1: REMOVE EXISTING ROOF SYSTEM	2	31JUL23	01AUG23



Act ID	Description	Orig Dur	Early Start	Early Finish
6062	ROOF C1: INSTALL EXISTING ROOF SYSTEM	3	31JUL23	02AUG23
6063	MODIFY EXISTING ROOF EQUIP - TO BE WATERTIGHT	5	20JUL23	26JUL23
6064	INSTALL PERIMETER METAL/FLASHING	10	27JUL23	09AUG23
6065	INSTALL WALKWAY PADS	5	10AUG23	16AUG23
ROOF: C				
6081	ROOF C: REMOVE EXISTING ROOF SYSTEM	7	02AUG23	10AUG23
6082	ROOF C: INSTALL EXISTING ROOF SYSTEM	8	02AUG23	11AUG23
6083	MODIFY EXISTING ROOF EQUIP - TO BE WATERTIGHT	5	31JUL23	04AUG23
6084	INSTALL PERIMETER METAL/FLASHING	10	31JUL23	11AUG23
6085	INSTALL WALKWAY PADS	5	14AUG23	18AUG23
ROOFs: A, D & E				
6072	ROOF A: REMOVE EXISTING ROOF SYSTEM	3	14AUG23	16AUG23
6073	ROOF A: INSTALL NEW ROOF SYSTEM	4	14AUG23	17AUG23
6074	ROOF D: REMOVE EXISTING ROOF SYSTEM	2	18AUG23	21AUG23
6075	ROOF D: INSTALL EXISTING ROOF SYSTEM	3	18AUG23	22AUG23
6076	ROOF E: REMOVE EXISTING ROOF SYSTEM	2	23AUG23	24AUG23
6077	ROOF E: INSTALL EXISTING ROOF SYSTEM	3	23AUG23	25AUG23
6078	MODIFY EXISTING ROOF EQUIP - TO BE WATERTIGHT	5	14AUG23	18AUG23
6079	INSTALL PERIMETER METAL/FLASHING	10	14AUG23	25AUG23
6080	INSTALL WALKWAY PADS	5	21AUG23	25AUG23
CLOSEOUT				
6100	SUBSTANTIAL COMPLETION	0		25AUG23
6102	DEMOBILIZE	2	24AUG23	25AUG23
6105	WARRANTY WALKTHROUGH W/ MANUFACTURER	5	28AUG23	01SEP23
6110	CLOSEOUT	21	04SEP23	02OCT23
PIERRE VAN CORTLANDT MIDDLE SCHOOL				
10				
7000	MOBILIZE	0	26JUN23	
7010	INSTALL PROTECTION AROUND WORK SITES/ROOF	1	26JUN23	26JUN23
7020	DELIVER MATERIAL	5	26JUN23	30JUN23
7030	REMOVE EXISTING ROOF SYSTEM	23	03JUL23	03AUG23
7040	INSTALL NEW ROOFING SYSTEM/ MODIFY ROOF EQUIP.	24	03JUL23	04AUG23
7050	MODIFY EXIST. ROOF EQUIPMENT TO MAKE WATERTIGHT	12	20JUL23	04AUG23
7055	MASONRY REPAIR	25	03JUL23	07AUG23
7060	INSTALL PERIMETER DETAILS/MTL (FASCIA, FLASHING)	25	17JUL23	18AUG23
7070	INSTALL WALKWAY PADS	5	21AUG23	25AUG23



Act ID	Description	Orig Dur	Early Start	Early Finish
7071	REMOVE EXISTING CHILLER SYSTEM	3	03JUL23	06JUL23
7076	INSTALL NEW DUNNAGE FOR CHILLERS	10	07JUL23	20JUL23
7077	INSTALL NEW CHILLERS AND ASSOCIATED COMPONENTS	15	21JUL23	10AUG23
7080	SUBSTANTIAL COMPLETION	0		25AUG23
7090	DEMOBILIZE	2	24AUG23	25AUG23
7100	WARRANTY WALKTHROUGH W/ MANUFACTURER	5	28AUG23	01SEP23
7110	CLOSEOUT	21	04SEP23	02OCT23



FURTHER GUIDELINES INCLUSIVE OF ALL CONTRACT(S):

1. EACH CONTRACTOR WILL BE RESPONSIBLE TO RESEARCH LOCAL ORDINANCES FOR SOUND AND LIGHTING REQUIREMENTS, AND ABIDE BY SUCH REGULATION.

2. ANY WORK THAT TAKES PLACE DIRECTLY OVER AN OCCUPIED SPACE, WILL REQUIRE 2ND SHIFT REMOVAL/INSTALLATION OF ROOFING. THESE AREAS ARE DEFINED IN SCHEDULE AND LOGISTICS PLANS, BUT MAY NOT BE LIMITED TO WHAT IS SHOWN.

3. WORK HOURS:
EACH CONTRACTOR MAY TAKE ADVANTAGE OF WORKING MULTIPLE SHIFTS, BUT MUST ADHERE TO THE LOCAL ORDINANCES. IF MULTIPLE SHIFTS ARE USED, THE CONTRACTOR SHALL REQUEST THE ABILITY TO WORK MULTIPLE SHIFTS FROM THE OWNER.

WORKING HOURS:
STANDARD WORK HOURS: 7AM-3:30PM
SECOND SHIFT: 3:30PM-11:00PM (RESTRICTIONS MAY APPLY TO NOISE AND LIGHT).

WORKING HOURS - DATE CONSTRAINTS
PRIOR TO 6/26/23: SECOND SHIFT HOURS ONLY
6/26/23 - 8/31/23: STANDARD AND SECOND SHIFTS ALLOWED (CONFORMING WITH LOCAL ORDINANCES)
AFTER 8/31/23: SECOND SHIFT HOURS ONLY

© Primavera Systems, Inc.

CROTON HARMON UNION FREE SCHOOL DISTRICT

DISTRICT-WIDE ROOFING PROJECTS

BID SCHEDULE

Early bar
Progress bar
Summary bar
Start milestone point
Finish milestone point

SECTION 011011 - REGULATIONS OF THE COMMISSIONER OF EDUCATION - 8 NYCRR 155.5 - UNIFORM SAFETY STANDARDS FOR SCHOOL CONSTRUCTION AND MAINTENANCE PROJECTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes Regulations of the Commissioner of Education - 8 NYCRR 155.5 - Uniform Safety Standards for School Construction and Maintenance Projects.

1.2 REGULATIONS OF THE COMMISSIONER OF EDUCATION - 8 NYCRR 155.5 - UNIFORM SAFETY STANDARDS FOR SCHOOL CONSTRUCTION AND MAINTENANCE PROJECTS

A. This Article indicates requirements for school construction and maintenance projects required under New York Codes Rules and Regulations, Regulations of the Commissioner of Education, Part 155, Section 155.5, and are binding on all Contracts of this Project.

B. The occupied portion of the school building shall always comply with the minimum requirements necessary to maintain a certificate of occupancy.

C. Comply with general safety and security standards for construction projects as follows:

1. Store all construction materials in a safe and secure manner.
2. Provide and maintain fences around construction supplies or debris.
3. Maintain all gates locked at all times when school is in session, unless a worker is in attendance to prevent unauthorized entry.
4. Provide overhead protection during exterior renovation work, for any sidewalks or areas immediately beneath the work site, or fence off such areas and provide with warning signs to prevent entry.
5. Provide all workers with photo-identification badges that are required to be worn at all times for identification and security purposes while working at the project site.

D. Separation of Construction Areas from Occupied Spaces: Separate construction areas which are under the control of a contractor and therefore not occupied by district staff or students from occupied areas. Provide dust proof partitions to prevent dust and contaminants into occupied parts of the building. Provide periodic inspection and repairs of the containment barriers to prevent exposure to dust or contaminants. Gypsum board must be used in exit ways or other areas that require fire rated separation. Heavy duty plastic sheeting may be used only for a vapor, fine dust or air

infiltration barrier, and shall not be used to separate occupied spaces from construction areas.

1. Workers may not use corridors, stairs or elevators designated for students or school staff.
2. Large amounts of debris must be removed by using enclosed chutes or a similar sealed system. No movement of debris through halls of occupied spaces of the building is permitted. No material shall be dropped or thrown outside the walls of the building.
3. Clean all occupied parts of the building affected by renovation activity at the close of each workday. Maintain required health, safety and educational capabilities at all times for school buildings occupied during a construction project when classes are in session.

E. Exiting: Maintain all building exits during construction. Comply with exiting plans incorporated in the Construction Documents. If exiting is modified other than as shown on the Contract Documents, provide a plan for Architect's review detailing how exiting required by the applicable building code will be maintained during construction. The plan shall indicate temporary construction required to isolate construction equipment, materials, people, dust, fumes, odors, and noise during the construction period. Temporary construction details shall meet code-required fire ratings for separation and corridor enclosure. At a minimum, required exits, temporary stairs, ramps, exit signs, and door hardware shall be provided at all times.

F. Ventilation: Comply with the ventilation plan incorporated in the Construction Documents. The plan shall indicate ductwork which must be rerouted, disconnected, or capped in order to prevent contaminants from the construction area from entering the occupied areas of the building. The plan shall also indicate how required ventilation to occupied spaces affected by construction will be maintained during the project.

G. Fire and Hazard Prevention: Areas of buildings under construction that are to remain occupied shall maintain a certificate of occupancy. In addition, the following shall be strictly enforced:

1. No smoking is allowed on public school property, including construction areas.
2. During construction daily inspections of district occupied areas shall be conducted by the Contractor's personnel to assure that construction materials, equipment or debris do not block fire exits or emergency egress windows.
3. Proper operation of fire extinguishers, fire alarm, and smoke/fire detection systems shall be maintained throughout the project.

H. Noise Abatement During Construction Activities: Contain noise from construction operations so as to not produce noise in excess of 60 dba in occupied spaces when school is in session, or schedule work for times when the building or affected building

spaces are not occupied (school is not in session), or provide acoustical abatement measures to reduce noise to acceptable levels.

1. Noise level measurements (dba) shall be taken with a type 2 sound level meter in the occupied space in a location closest to the source of the noise.

I. Control of Chemical Fumes, Gases, and Other Contaminants during Construction and Maintenance Projects: Control exhaust fumes from welding, gasoline engines, roofing, paving, painting, VOC fumes, or other fumes to assure they do not enter occupied portions of the building or fresh air intakes.

1. Schedule, cure or ventilate materials and activities to allow for "off-gassing" of volatile organic compounds introduced during construction before occupancy of school. Specific attention is warranted for materials and activities including, but not limited to, glues, paint, furniture, carpeting, wall coverings, and drapery.

a. Air out building materials or furnishings which "off-gas" chemical fumes, gases, or other contaminants in one of the following manners:
   1) Air out in a well-ventilated heated warehouse before they are brought to the project for installation.
   2) Air out installed products in accordance with the manufacturer's recommended "off-gassing" periods by allowing this period of time to elapse prior to Substantial Completion date.

b. If the work will generate toxic gases that cannot be contained in an isolated area, the work must be done when school classes and programs are not in session. The building must be properly ventilated and the material must be given proper time to cure or "off-gas" before re-occupancy.

2. Manufacturer's Material Safety Data Sheets (MSDS) shall be maintained at the site for all products used in the project. MSDS must be provided to anyone who requests them.

J. Large and small asbestos abatement projects as defined by 12NYCRR56 shall not be performed while the building is occupied. Note, It is The State Education Department’s interpretation that the term "building", as referenced in this Paragraph, means a wing or major section of a building that can be completely isolated from the rest of the building with sealed non combustible construction. The isolated portion of the building must contain exits that do not pass through the occupied portion and ventilation systems must be physically separated and sealed at the isolation barrier.

1. Exterior work such as roofing, flashing, siding, or soffit work may be performed on occupied buildings provided proper variances are in place as required, and complete isolation of ventilation systems and at windows is provided. Care must

be taken to schedule work so that classes are not disrupted by noise or visual distraction.

K. Lead-Based Paint Sampling and Analysis Notification: Surfaces containing lead will not be disturbed during construction.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011011

SECTION 012200 - UNIT PRICES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for unit prices.

1.2 DEFINITIONS

A. Unit price is a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

1.3 PROCEDURES

A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes**,** overhead, and profit.

B. Measurement and Payment: See individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.

C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.

D. List of Unit Prices: A schedule of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF UNIT PRICES

A. Unit Price No 1: Replace Roof Insulation: All work required for removal and replacement of existing roof insulation that is wet or deteriorated, discovered when the roofs are removed.

1. Unit of Measurement: Per square foot, measured in place.
2. Base Bid includes the following amounts, per location:
   a. Carrie Tompkins ES 2,000 square feet.
   b. Administration Building 1,500 square feet
   c. Middle School 4,000 square feet
   d. High School 4,000 square feet

3. Applicable Contracts: Contract No. 1, Contract No. 2 and Contract No. 3

B. Unit Price No 2: Replace Wood Blocking: All work required for removal and replacement of existing wood blocking at the roof that is deteriorated, discovered when the roofs are removed.

1. Unit of Measurement: Per board foot, measured in place.
2. Base Bid includes the following amounts, per location:
   a. Carrie Tompkins ES 250 board feet.
   b. Administration Building 250 board feet
   c. Middle School 500 board feet
   d. High School 500 board feet

3. Applicable Contracts: Contract No. 1, Contract No. 2 and Contract No. 3.

END OF SECTION 012200

SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for substitutions.

B. Related Requirements:

1. Section 012300 "Alternates" for products selected under an alternate.
2. Section 016000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

1.2 DEFINITIONS

A. Substitutions: Changes in products, materials, equipment, and assemblies which deviate from the requirements of the Contract Documents and proposed by Contractor which the Contractor deems will perform the same function and have equal capabilities, service life, economy of operations, and suitability for the intended purpose.

1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.3 ACTION SUBMITTALS

A. Substitution Requests: Submit requests for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Substitution Request Form: Use the electronic version of form included as an attachment to this Section; submit in portable document format (.pdf).
2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
   a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.

b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
d. Product Data, including drawings and descriptions of products and fabrication and installation procedures in .pdf format.
e. Samples, where applicable or requested.
f. Certificates and qualification data, where applicable or requested.
g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES
j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
k. Cost information, including a proposal of change, if any, in the Contract Sum.
l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
   a. Forms of Acceptance: Change Order.

1.4 QUALITY ASSURANCE

A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.5 PROCEDURES

A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days after Notice of Award.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
   a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
   b. Requested substitution does not require revisions to the Contract Documents.
   c. Substitution request is fully documented and properly submitted.
   d. Requested substitution will not adversely affect Contractor's construction schedule.
   e. Requested substitution has received necessary approvals of authorities having jurisdiction.
   f. Requested substitution is compatible with other portions of the Work.
   g. Requested substitution has been coordinated with other portions of the Work.
   h. Requested substitution provides specified or superior warranty.
   i. Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule; or if requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
   j. Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.

k. Maintenance service and source of replacement parts, as applicable, is available similar to the specified product.
l. Cost data as stated above is complete. Claims for additional costs related to accepted substitution which may subsequently become apparent are to be waived.
m. Proposed substitution does not affect dimensions and functional clearances.
n. Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.

B. Substitutions for Convenience: Architect will consider requests for substitution if received within 15 days after the Notice of Award. Requests received after that time may be considered or rejected at discretion of Architect.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
b. Requested substitution does not require revisions to the Contract Documents or, if revisions are required, the Contractor acknowledges that the cost of the Architect’s redesign fee will be deducted from the Contract Price.
c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
d. Substitution request is fully documented and properly submitted.
e. Requested substitution will not adversely affect Contractor's construction schedule.
f. Requested substitution has received necessary approvals of authorities having jurisdiction.
g. Requested substitution is compatible with other portions of the Work.
h. Requested substitution has been coordinated with other portions of the Work.
i. Requested substitution provides specified or superior warranty.
j. Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule; or if requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

k. Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
l. Maintenance service and source of replacement parts, as applicable, is available similar to the specified product.
m. Cost data as stated above is complete. Claims for additional costs related to accepted substitution which may subsequently become apparent are to be waived.
n. Proposed substitution does not affect dimensions and functional clearances.
o. Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

ATTACHMENT: SUBSTITUTION REQUEST FORM

20 April 2023
Issued for Bid
SED No. 66-02-02-03-0-001-032
SED No. 66-02-02-03-0-002-029
SED No. 66-02-02-03-0-003-033
SED No. 66-02-02-03-1-010-007
SED No. 66-02-02-03-5-004-008

Croton-Harmon Union Free School District
District-Wide Roofing Project
Croton-Harmon High School
Pierre Van Cortlandt Middle School
Carrie E. Tompkins Elementary School
New Business Office
Croton-Harmon Bus Garage

SUBSTITUTION REQUEST FORM

To: _____

_____

_____

_____

Project: _____

Section	Page	Paragraph	Specified Item

THE UNDERSIGNED REQUESTS CONSIDERATION OF THE FOLLOWING SUBSTITUTION:

Attached data shall include, in a tabular format to provide a line by line comparison - product description, specifications, drawings, photographs, performance and laboratory tests and the like with applicable portions of said data clearly identified.

FURTHER, The Proposed Substitution WILL (OR WILL NOT) Affect:

Dimensions indicated on the drawings?_____
Wiring, piping, ductwork, or other building services indicated on the drawings?_____
Other trades and abutting or interconnection work? _____
Manufacturer's guarantees and warranties? _____
The construction schedule? _____
Maintenance and service parts locally available? _____

(NOTE - If Substitution WILL affect any item above, explain in detail.)

In addition to the above, the undersigned agrees to pay for -

1. Any and all changes to the building design, including structural, civil or electro/mechanical systems engineering (if any), detailing; and
2. Any and all additional construction costs caused by the requested substitution.

The undersigned further states that the function, appearance and quality of the Proposed Substitution are equivalent or superior to the Specified Item.

SUBMITTED:	DESIGN PROFESSIONAL'S COMMENTS	
By:	Accepted	Accepted as Noted
Firm: _	Not Accepted	Received Too Late
Address:		
		By:
Date:		Date:
Telephone/Fax:		Remarks:
Approved For Subcontractor Submittal:		
By:	Contractor:	Date:

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

B. Related Requirements:

1. Section 012500 "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.

1.2 MINOR CHANGES IN THE WORK

A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710.

1.3 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
2. Within 10 days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.

a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
c. Include costs of labor and supervision directly attributable to the change.
d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
e. Quotation Form: Use forms acceptable to Architect.

B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
7. Proposal Request Form: Use form acceptable to Architect.

1.4 ADMINISTRATIVE CHANGE ORDERS

A. Unit-Price Adjustment: See Section 012200 "Unit Prices" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit-price work.

1.5 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Work Change Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

1.6 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

1.2 DEFINITIONS

A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.3 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.

1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:
   a. Application for Payment forms with continuation sheets.
   b. Submittal schedule.
   c. Items required to be indicated as separate activities in Contractor's construction schedule.

2. Submit the schedule of values to Architect and Construction Manager within 10 days after Notice of Award of Contract or at the preconstruction meeting, whichever comes first.

B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.

1. Identification: Include the following Project identification on the schedule of values:
   a. Project name and location.
   b. Name of Architect.
   c. Name of Construction Manager
   d. Architect's project number.
   e. SED number
   f. Contractor's name and address.
   g. Date of submittal.

2. Arrange the schedule of values in tabular form with separate columns to indicate the following for each item listed:
   a. Related specification section or division.
   b. Description of the Work.
   c. Name of subcontractor.
   d. Name of manufacturer or fabricator.
   e. Name of supplier.
   f. Change Orders (numbers) that reflect value.
   g. Dollar value as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.

3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum. No line item should exceed 10% of the contract sum.
4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
   a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.

6. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
7. Allowances: Provide a separate line item in the Schedule of Values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
8. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item
   a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.

9. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when fully executed Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.4 APPLICATIONS FOR PAYMENT

A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.

1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
2. Each Application for Payment after the Initial Application for Payment shall include lien wavers for amounts paid with respect to the immediately preceding Application for Payment.

B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.

1. Submit draft copy of Application for Payment seven days prior to due date for review by Architect and Construction Manager.

C. Application for Payment Forms: Use AIA Document G732 and AIA Document G703 as form for Applications for Payment.

D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.

1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.

E. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.

1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
3. Provide summary documentation for stored materials indicating the following:
   a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.

b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.

F. Payrolls and Payroll Records:

1. In accordance with Article 8, Section 220 of the New York State Labor Law, every contractor and subcontractor must keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project:
   a. Name
   b. Classification(s) in which the worker was employed
   c. Hourly wage rate(s) paid
   d. Supplements paid or provided
   e. Daily and weekly number of hours worked in each classification.

2. Every contractor and subcontractor shall submit, 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.

G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.

1. Submit partial waivers on each item for amount requested, before deduction for retainage, on each item.
2. When an application shows completion of an item, submit final or full waivers.
3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
4. Waiver Delays: Submit each Application for Payment with Contractor's waiver of mechanic's lien for construction period covered by the application.
   a. Submit final Application for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.

5. Waiver Forms: Submit partial waivers of lien on form included at the end of this Section, executed in a manner acceptable to Owner.

H. Attachments to Applications for Payment: In addition to other requirements stated in the Contract Documents, include with each Application for Payment fully executed Partial Release and Waiver of Liens and Payroll Certification on the forms included at the end of this Section. In addition, provide a current copy of the approved Contractor’s

Construction Schedule, signed by all Prime Contractors, indicating agreement to the schedule.

I. Transmittal: Submit two signed and notarized original copies of each Application for Payment to the Construction Manager by a method ensuring receipt within 24 hours. Both copies shall include waivers of lien, payroll certification forms and all other required attachments.

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

J. Initial Application for Payment: Administrative actions and submittals (that have been previously approved) that must precede or coincide with submittal of first Application for Payment include the following:

1. List of subcontractors.
2. Schedule of values.
3. Contractor's construction schedule.
4. Products list.
5. Submittal schedule.
6. List of Contractor's staff assignments.
7. List of Contractor's principal consultants.
8. Copies of building permits.
9. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
10. Initial progress report.
11. Report of preconstruction conference.
12. Certificates of insurance and insurance policies.
13. Performance and payment bonds.
14. Data needed to acquire Owner's insurance.
15. Initial settlement survey and damage report if required

K. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.

1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

L. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Evidence of completion of Project closeout requirements.

2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
6. AIA Document G707, "Consent of Surety to Final Payment."
7. Evidence that claims have been settled.
8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
9. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

Attachments: Partial Waiver of Liens Form
Payroll Certification Form

SECTION 012900a - REQUISITION FOR PARTIAL PAYMENT – WAIVER OF LIENS

PROJECT	**OWNER**
GENERAL CONTRACTOR	**SUBCONTRACTOR/VENDOR**
CONTRACT	**WORK COMPLETE**
PROJECT:	CONTRACT - $
TRADE:	CHANGE ORDERS - $
CONTRACT - $	TOTAL COMPLETE - $
CHANGE ORDERS - $	RETAINAGE (___%) - $
TOTAL CONTRACT - $	LESS PRE. REQ. - $
	THIS REQUISITION - $

The undersigned, upon receipt of the above requisition payment hereby releases and discharges the Owner of and from any liability or obligation in any way related to or arising out of this project up to and including the date of this document.

The undersigned further covenants and agrees that it shall not in any way claim or file a mechanic's or other lien against the premises of the above designated project, or any part thereof, or against any fund applicable thereto for any of the work, labor, materials heretofore furnished by it in connection with the improvement of said premises.

The undersigned further warrants that, in order to induce the Owner to release this partial payment, they have paid all claims for labor, material, insurance, taxes, equipment, etc., employed in the prosecution of the work above, to date of this requisition.

The undersigned hereby releases and agrees to hold the Owner harmless from any and all claims in connection with the furnishing of such labor and materials, etc., for the construction of the aforementioned project.

The undersigned further guarantees that all portions of the work furnished and/or provided by them are in accordance with the contract and that the terms of the contract with respect to these guarantees will hold for the period specified in said contract.

IN WITNESS WHEREOF, we have executed under seal this release on the date below and to be legally bound hereby:

WITNESS: (Sign) _____ (Print)_____ DATE: _____

AUTHORIZE: (Sign) _____ (Print)_____ DATE: _____

FIRM NAME: _____

CORPORATE ACKNOWLEDGEMENT

State of
)SS.
)
County of

On the _____ day of _____, before me came _____ to me known and who by me being duly sworn did depose and say that he resides at _____ _____; that he is the officer of the said corporation executing the foregoing instrument, that he knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal, 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

INDIVIDUAL ACKNOWLEDGEMENT

State of
)SS.
)
County of

On the _____ day of _____, before me came _____ to me known and who by me being duly sworn did depose and say that he resides at _____ _____ that he is the individual who executed the foregoing instrument.

_____
Notary Public

PARTNERSHIP ACKNOWLEDGEMENT

State of
)SS.
)
County of

On the _____ day of _____, before me came _____ to me known and who by me being duly sworn did depose and say that he resides at _____ _____; that he is the partner in the firm of _____ doing business under the name of _____ and that he executed the foregoing instrument on behalf of said partnership.

_____
Notary Public

PAYROLL CERTIFICATION

_____ am an officer with the title of _____

in the firm of _____ and am authorized by that firm to sign and swear, under penalty of perjury, to the validity and accuracy of the statements below.

(1) I pay or supervise the payment of laborers, workers and mechanics employed by _____ _____ on the _____ project. During the payroll period commencing on the _____ day of _____ 20___ and ending the _____ day of _____ 20_____ all laborers, workers and mechanics employed on said project were paid the wages and supplements recorded as earned on the attached payroll records. No deductions have been made either directly or indirectly from the wages and supplements other than deductions shown on the payroll records.

(2) The payroll records submitted for the above project and attached hereto are correct and complete, and the wage rates for laborers, workers, and mechanics contained therein are not less than the applicable wage rates stated in the Contract and as designated by the State Labor Department. The number of hours shown for each employee reflects the actual hours worked by that employee. The classification shown for each employee is accurate and conforms with the work he or she performed.

(3) Supplements required in the Contract that are in addition to the basic hourly wages have been or will be paid to the appropriate plans, funds or programs.

(4) Such statement so to be filed shall be verified by the oath of the Contractor that he or she has read such statement subscribed by him or her and knows the content thereof, and that the same is true of his or her own knowledge except with respect to wages and supplements owing by subcontractors which may be certified upon information and belief.

(5) All employees of this firm have submitted completed Form I-9, Employment Eligibility Verification Form which has been reviewed and signed by authorized representatives of the firm and are kept in the employees' file. Also, any and all subcontractors have certified to us that all of their employees have submitted completed Form I-9 Employment Eligibility Verification Form, which have been reviewed and signed by authorized representatives of the firm and are kept in the employees' file.

By: _____

Title: _____

Date: _____

Firm Name _____

Firm Address _____

Prime

Subcontractor

NOTARY

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

1. General coordination procedures.
2. Requests for Information (RFIs).
3. Project Information Management (PIM) software.
4. Project meetings.

B. Related Requirements:

1. Section 013200 "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
2. Section 017300 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
3. Section 017700 "Closeout Procedures" for coordinating closeout of the Contract.

1.2 DEFINITIONS

A. RFI: Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

B. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

1.3 INFORMATIONAL SUBMITTALS

A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:

1. Name, address, and telephone number of entity performing subcontract or supplying products.
2. Number and title of related Specification Section(s) covered by subcontract.
3. Drawing number and detail references, as appropriate, covered by subcontract.
4. Submit list of subcontractors within 10 days after Notice of Award of Contract or at the preconstruction meeting, whichever comes first.

B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.

1. Post copies of list in project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

1.4 GENERAL COORDINATION PROCEDURES

A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in 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 ensure maximum performance and accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.

B. Coordination, Multiple Prime Contracts: Each Contractor shall coordinate its construction operations with those of other Contractors and entities to ensure efficient and orderly installation of each part of the Work. Each Contractor shall coordinate its operations with operations, included in different Sections, that depend on each other for proper installation, connection, and operation

C. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's construction schedule.
2. Preparation of the schedule of values.
3. Installation and removal of temporary facilities and controls.

4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Project closeout activities.
8. Startup and adjustment of systems.

E. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.

1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

F. Use of the Site: The Construction Manager will administer allocation of available space equitably among separate Prime Contractors and other entities needing access and space, so as to produce the best overall efficiency in performance of the total work of the project. Each Contractor shall schedule deliveries so as to minimize space and time requirements for storage of materials and equipment on site.

1.5 REQUESTS FOR INFORMATION (RFIs)

A. Requests for Information (RFI's) are requests for clarifications or questions regarding the contract drawings and specifications, not contract terms, scheduling items, or general correspondence, nor, are they to be as a means to describe or request approval of alternate construction means, methods or concepts or substitution for materials, systems means and methods.

1. Carefully study and compare the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, and prior Project correspondence and documentation prior to submitting a Request for Information.

B. Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.

1. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

C. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:

1. Project name.
2. Project number.
3. Date.
4. Name of Contractor.
5. Name of Architect and Construction Manager
6. RFI number, numbered sequentially.
7. RFI subject.
8. Specification Section number and title and related paragraphs, as appropriate.
9. Drawing number and detail references, as appropriate.
10. Field dimensions and conditions, as appropriate.
11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
12. Contractor's signature.
13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.

    a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.

D. RFI Forms: Architect will furnish electronic version of form bound in Project Manual.

    1. Attachments shall be electronic files in Adobe Acrobat PDF format.

E. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.

    1. Based upon the amount of RFI’s received and their level of content, the Architect will establish the level of importance of each RFI and allow sufficient time in the Architect's professional judgment to permit adequate review.
    2. The following Contractor-generated RFIs will be returned without action:

        a. Requests for approval of submittals.
        b. Requests for approval of substitutions.
        c. Requests for approval of Contractor's means and methods.
        d. Requests for coordination information already indicated in the Contract Documents.
        e. Requests for adjustments in the Contract Time or the Contract Sum.
        f. Requests for interpretation of Architect's actions on submittals.
        g. Incomplete RFIs or inaccurately prepared RFIs.

3. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
4. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit a change proposal according to the General Conditions of the Contract

    a. If the Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 15 calendar days of receipt of the RFI response.

F. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly; include the following: .

1. Project name.
2. Name and address of Contractor.
3. Name and address of Architect and Construction Manager.
4. RFI number including RFIs that were returned without action or withdrawn.
5. RFI description.
6. Date the RFI was submitted.
7. Date Architect's response was received.
8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.

G. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.

1.6 PROJECT INFORMATION MANAGEMENT (PIM) SITE

A. Use Architect's Project Information Management (PIM) software transmission server software for purposes of hosting and managing project communication and documentation until Final Completion. Project Information Management (PIM) software site includes the following functions:

1. Project directory.
2. Project correspondence.
3. Meeting minutes.
4. Contract modifications forms and logs.
5. RFI forms and logs.
6. Task and issue management.
7. Photo documentation.
8. Schedule and calendar management.
9. Submittals forms and logs.
10. Payment application forms.

11. Drawing and specification document hosting, viewing, and updating.
12. Online document collaboration.
13. Reminder and tracking functions.
14. Archiving functions.

B. Architect will provide Project Information Management (PIM) software user licenses for use of the Owner, Contractor, Construction Manager, and Architect's consultants.

C. The Architect utilizes Submittal Exchange Project Information Management (PIM) software to track submittals and RFI's.

D. Post electronic submittals as PDF electronic files directly to Architect's submittal Exchange server, specifically established for Project.

1.7 PROJECT MEETINGS

A. General: The Construction Manager will schedule and conduct meetings and conferences at Project site unless otherwise indicated.

1. Attendees: Construction Manager will inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Construction Manager will notify Owner and Architect of scheduled meeting dates and times.
2. Agenda: Construction Manager will prepare the meeting agenda and distribute the agenda to all invited attendees.
3. Minutes: Construction Manager will record significant discussions and agreements achieved and distribute the meeting minutes to everyone concerned, including Owner, and Architect, within three days of the meeting.

B. Preconstruction Conference: Construction Manager will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 14 days after Notice to Proceed.

a. Attendees: Authorized representatives of Owner, Construction Manager, Architect, and their consultants; Contractor and its superintendent; major subcontractors; manufacturers; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
b. Agenda: Discuss items of significance that could affect progress, including the following:

1) Tentative construction schedule.
2) Phasing.
3) Critical work sequencing.

4) Designation of responsible personnel.
5) Procedures for processing field decisions and Change Orders.
6) Procedures for processing Applications for Payment.
7) Distribution of the Contract Documents.
8) Submittal procedures.
9) Preparation of Record Documents Procedures for RFIs.
10) Use of the premises and existing building.
11) Work restrictions.
12) Working hours.
13) Owner's occupancy requirements.
14) Procedures for moisture and mold control.
15) Procedures for disruptions and shutdowns.
16) Construction waste management and recycling.
17) Parking availability.
18) Office, work, and storage areas.
19) Equipment deliveries and priorities.
20) First aid.
21) Progress cleaning.
22) Responsibility for temporary facilities and controls.
23) Security
24) Waste management protocols.

c. Contractor shall submit the following items at this meeting:
1) Preliminary Contractor's Construction Schedule (if schedule has not yet been submitted).
2) List of Subcontractors.
3) Schedule of Values.
4) Submittal Schedule.
5) Products List (Proposed products and manufacturers including any substitution products proposed).

2. Minutes: Construction Manager will record and distribute meeting minutes.

C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.

1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect and Construction Manager of scheduled meeting dates.
2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:

a. Contract Documents.
b. Options.
c. Related RFIs.
d. Related Change Orders.
e. Purchases.
f. Deliveries.
g. Submittals.
h. Review of mockups.
i. Possible conflicts.
j. Compatibility requirements.
k. Time schedules.
l. Weather limitations.
m. Manufacturer's written instructions.
n. Warranty requirements.
o. Compatibility of materials.
p. Acceptability of substrates.
q. Temporary facilities and controls.
r. Space and access limitations.
s. Regulations of authorities having jurisdiction.
t. Testing and inspecting requirements.
u. Installation procedures.
v. Coordination with other work.
w. Required performance results.
x. Protection of adjacent work.
y. Protection of construction and personnel.

3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

D. Project Closeout Conference: Construction Manager will schedule and conduct a project closeout conference, at a time convenient to Contractor, Owner and Architect, but no later than 90 days prior to the scheduled date of Substantial Completion.

1. Construction Manager will conduct the conference to review requirements and responsibilities related to Project closeout.
2. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.

3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:

    a. Preparation of record documents.
    b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
    c. Submittal of written warranties.
    d. Requirements for preparing operations and maintenance data.
    e. Requirements for delivery of material samples, attic stock, and spare parts.
    f. Requirements for demonstration and training.
    g. Preparation of Contractor's punch list.
    h. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
    i. Submittal procedures.
    j. Coordination of separate contracts.
    k. Owner's partial occupancy requirements.
    l. Installation of Owner's furniture, fixtures, and equipment.
    m. Responsibility for removing temporary facilities and controls.

4. Minutes: Entity conducting meeting will record and distribute meeting minutes.

E. Progress Meetings: Construction Manager will conduct progress meetings at bi-weekly or twice monthly intervals.

1. Coordinate preparation of payment requests with dates of meetings.
2. Attendees: In addition to representatives of Owner, Contractor and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
    a. A representative of Contractor shall be present at every progress meeting, regardless of whether or not that Contractor is performing work at the site at the time.
    b. Any decision reached at a job meeting shall be binding on a Contractor, whether or not he or his representative is present at such job meeting.

3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

    a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule

revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

1) Review schedule for next period (2-week look ahead schedule)

b. Review present and future needs of each entity present, including the following:

1) Interface requirements.
2) Sequence of operations.
3) Status of submittals.
4) Deliveries.
5) Off-site fabrication.
6) Access.
7) Site utilization.
8) Temporary facilities and controls.
9) Progress cleaning.
10) Quality and work standards.
11) Status of correction of deficient items.
12) Field observations.
13) Status of RFIs.
14) Status of proposal requests.
15) Pending changes.
16) Status of Construction Change Directives.
17) Status of Change Orders.
18) Pending claims and disputes.
19) Documentation of information for payment requests.
20) Waste management.

4. Minutes: Construction Manager will record and distribute the meeting minutes to each party present, to others affected by decisions or actions resulting from each meeting and to parties requiring information.

a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting

F. Coordination Meetings: Construction Manager will conduct Project coordination meetings at bi-weekly intervals or as required by the Construction Manager. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.

1. Attendees: In addition to representatives of Owner, Construction Manager and Architect, each contractor, subcontractor, supplier, and other entity concerned

with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work

2. Agenda: Coordinate work for the ensuing two weeks. Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
   a. At the close of the meeting, each prime Contractor shall, in an agreed format, provide a summarized two week work plan to the Construction Manager.

3. Any decision reached at a job meeting shall be binding on a Contractor, whether or not he or his representative is present at such job meeting
4. Reporting: Construction Manager will record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

ATTACHMENT:

REQUEST FOR INFORMATION FORM

REQUEST FOR INFORMATION (RFI FORMAT)

<table>
<tr><td colspan="2">Contractor:</td><td colspan="2">Architect: KG&D Architects, PC</td></tr>
<tr><td colspan="2">Address:</td><td colspan="2">Address: 285 Main Street, Mt. Kisco, NY 10549</td></tr>
<tr><td colspan="2">Telephone:</td><td colspan="2">Telephone: 914-666-5900</td></tr>
<tr><td colspan="2">Fax:</td><td colspan="2">Fax: 914-666-0051</td></tr>
<tr><td colspan="2">Email:</td><td colspan="2">Email: sdavis@kgdarchitects.com</td></tr>
<tr><td colspan="2">Project Name:</td><td colspan="2">Project Location:</td></tr>
<tr><td>RFI Number:</td><td>Date of Request:</td><td colspan="2">Requested Date of Response (5 business days minimum):</td></tr>
<tr><td colspan="4">Description, complete with backup data as necessary attached hereto:</td></tr>
<tr><td>Sketches of Conditions</td><td colspan="2">Specification Paragraph Reference(s):</td><td>Drawing Reference(s):</td></tr>
<tr><td colspan="4">Proposed Solution:</td></tr>
<tr><td colspan="2">Cost Impact:</td><td colspan="2">Time Impact:</td></tr>
<tr><td colspan="4">Trade/Specialty Contractors Affected:</td></tr>
<tr><td colspan="4">Trade/Specialty Contractors Coordinated With:</td></tr>
<tr><td colspan="4">Submitted By:</td></tr>
<tr><td colspan="4">Architect's Response:</td></tr>
<tr><td colspan="2">By:</td><td colspan="2">Date of Response:</td></tr>
</table>

SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Startup construction schedule.
2. Contractor's construction schedule.
3. Construction Manager’s construction schedule.
4. Construction schedule updating reports.
5. Daily construction reports.
6. Site condition reports.
7. Special reports.

B. Related Requirements:

1. Section 013300 "Submittal Procedures" for submitting schedules and reports.
2. Section 014000 "Quality Requirements" for submitting a schedule of tests and inspections.

1.2 DEFINITIONS

A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.

1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
2. Predecessor Activity: An activity that precedes another activity in the network.
3. Successor Activity: An activity that follows another activity in the network.

B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.

C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

D. Event: The starting or ending point of an activity.

E. Float: The measure of leeway in starting and completing an activity.

1. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
2. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.

F. Milestone: A key or critical point in time for reference or measurement.

G. Contractor's Construction Schedule: A construction schedule for the Work of a Prime Contractor, prepared by that Prime Contractor.

H. Construction Manager's Construction Schedule: A construction schedule for the Project, prepared by the Construction Manager with no input from Contractor, indicating milestones, Phasing, and other general requirements for the prosecution of the Work.

1.3 INFORMATIONAL SUBMITTALS

A. Format for Submittals: Submit required submittals in the following format:

1. PDF electronic file.

B. Startup construction schedule.

C. Startup Network Diagram: Of size required to display entire network for entire construction period. Show logic ties for activities.

D. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.

1. Submit a working digital copy of schedule, using software indicated, and labeled to comply with requirements for submittals
2. Construction Manager will review schedule for compliance with Construction Manager's Construction Schedule

E. Construction Schedule Updating Reports: Submit with Applications for Payment.

F. Daily Construction Reports: Submit at monthly intervals.

G. Site Condition Reports: Submit at time of discovery of differing conditions.

H. Special Reports: Submit at time of unusual event.

I. Qualification Data: For scheduling personnel.

1.4 QUALITY ASSURANCE

A. Scheduling Personnel Qualifications: A consultant or a person in the Contractor's employ who is experienced in CPM project scheduling and reporting, with capability of reviewing Construction Manager's Construction Schedule, correlating it with Contractor's Construction Schedule, and providing feedback reports within time schedule specified.

B. Prescheduling Conference: After receipt of preliminary Contractor's Construction Schedule, Construction Manager will conduct a schedule review and coordination conference at Project site to comply with requirements in Section 013100 "Project Management and Coordination." Construction Manager will review methods and procedures related to the Project Construction Schedule including, but not limited to, the following:

1. Review software limitations and content and format for reports.
2. Verify availability of qualified personnel needed to develop and update schedule.
3. Review submittal requirements and procedures.
4. Discuss constraints, including phasing, area separations, interim milestones and partial Owner occupancy.
5. Review time required for review of submittals and resubmittals.
6. Review requirements for tests and inspections by independent testing and inspecting agencies.
7. Review time required for completion and startup procedures**.**
8. Review and finalize list of construction activities to be included in schedule.
9. Review procedures for updating schedule.
10. Discuss constraints, including phasing work

1.5 COORDINATION

A. Coordinate Contractor's construction schedule with the schedule of values, submittal schedule, progress reports, payment requests, and other required schedules and reports.

1. Secure time commitments for performing critical elements of the Work from entities involved.
2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

1.6 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. The form of the Contractor's Construction Schedule will be a CPM schedule.

B. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.

C. Scheduling Consultant: Engage a consultant to provide planning, evaluation, and reporting using CPM scheduling.

1. In-House Option: Owner may waive the requirement to retain a consultant if Contractor employs skilled personnel with experience in CPM scheduling and reporting techniques. Submit qualifications.
2. Meetings: Scheduling consultant shall attend all meetings related to Project progress, alleged delays, and time impact.

D. Time Frame: Extend schedule from date established for the Notice of Award to date of final completion.

1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.

E. Activities: Treat each story or separate area as a separate numbered activity for each main element of the Work. Comply with the following:

1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
2. Procurement Activities: Include procurement process activities for long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
3. Submittal Review Time: Include review and resubmittal times indicated in Section 013300 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
4. Startup and Testing Time: Include no fewer than 15 days for startup and testing.
5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
6. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and final completion.

F. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.

1. Phasing: Arrange list of activities on schedule by phase.
2. Work under More Than One Contract: Include a separate activity for each contract.
3. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
4. Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Section 011000 "Summary." Delivery dates indicated stipulate the earliest possible delivery date.

5. Work Restrictions: Show the effect of the following items on the schedule:

    a. Coordination with existing construction.
    b. Limitations of continued occupancies.
    c. Uninterruptible services.
    d. Partial occupancy before Substantial Completion.
    e. Use-of-premises restrictions.
    f. Provisions for future construction.
    g. Seasonal variations.
    h. Environmental control.

6. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:

    a. Subcontract awards.
    b. Submittals.
    c. Purchases.
    d. Mockups.
    e. Fabrication.
    f. Sample testing.
    g. Deliveries.
    h. Installation.
    i. Tests and inspections.
    j. Adjusting.
    k. Curing.
    l. Startup and placement into final use and operation.

G. Milestones: Include milestones indicated in the Contract Documents and in the Construction Manager's Construction Schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion, and the interim milestones indicated on the Schedule.

H. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:

1. Unresolved issues.
2. Unanswered Requests for Information.
3. Rejected or unreturned submittals.
4. Notations on returned submittals.
5. Pending modifications affecting the Work and Contract Time.

I. Contractor's Construction Schedule Updating: At bi-weekly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.

1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
3. As the Work progresses, indicate final completion percentage for each activity.
4. In no event shall any progress report constitute an adjustment in the Contract Time, any Milestone Date or the Contract Sum unless any such adjustment is agreed to by the Owner and authorized pursuant to Change Order.

J. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and date by which recovery will be accomplished.

K. Distribution: Distribute copies of approved schedule to Architect**,** Construction Manager, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.

1. Post copies in Project meeting rooms and temporary field offices.
2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

1.7 STARTUP CONSTRUCTION SCHEDULE

A. Gantt-Chart Schedule: Submit startup, horizontal, Gantt-chart-type construction schedule within 10 days after Notice of Award of Contract or at the preconstruction meeting, whichever comes first.

B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first 60 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

1.8 CPM SCHEDULE REQUIREMENTS

A. General: Prepare network diagrams using AON (activity-on-node) format.

B. Startup Network Diagram: Submit diagram within 14 days of date established for the Notice of Award. Outline significant construction activities for the first 90 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

C. CPM Schedule: Prepare Contractor's construction schedule using a time-scaled CPM network analysis diagram for the Work.

1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than 15 days after date established for the Notice of Award.

    a. Failure to include any work item required for performance of this Contract shall not excuse Contractor from completing all work within applicable completion dates, regardless of Architect's approval of the schedule.

2. Conduct educational workshops to train and inform key Project personnel, including subcontractors' personnel, in proper methods of providing data and using CPM schedule information.
3. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
4. Use "one workday" as the unit of time for individual activities. Indicate nonworking days and holidays incorporated into the schedule in order to coordinate with the Contract Time.

D. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the startup network diagram, prepare a skeleton network to identify probable critical paths.

1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:

    a. Preparation and processing of submittals.
    b. Preparation and processing of coordination drawings.
    c. Mobilization and demobilization.
    d. Purchase of materials.
    e. Delivery.
    f. Fabrication.
    g. Utility interruptions.
    h. Installation.
    i. Work by Owner that may affect or be affected by Contractor's activities.
    j. Testing and commissioning.
    k. Punch list and final completion.
    l. Activities occurring following final completion.

2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.

3. Processing: Process data to produce output data on a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.
4. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.

    a. Subnetworks on separate sheets are permissible for activities clearly off the critical path.

E. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using a network fragment to demonstrate the effect of the proposed change on the overall project schedule.

F. Initial Issue of Schedule: Prepare initial network diagram from a sorted activity list indicating straight "early start-total float." Identify critical activities. Prepare tabulated reports showing the following:

1. Contractor or subcontractor and the Work or activity.
2. Description of activity.
3. Main events of activity.
4. Immediate preceding and succeeding activities.
5. Early and late start dates.
6. Early and late finish dates.
7. Activity duration in workdays.
8. Total float or slack time.
9. Average size of workforce.
10. Dollar value of activity (coordinated with the schedule of values).

G. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:

1. Identification of activities that have changed.
2. Changes in early and late start dates.
3. Changes in early and late finish dates.
4. Changes in activity durations in workdays.
5. Changes in the critical path.
6. Changes in total float or slack time.
7. Changes in the Contract Time.

H. Value Summaries: Prepare two cumulative value lists, sorted by finish dates.

1. In first list, tabulate activity number, early finish date, dollar value, and cumulative dollar value.
2. In second list, tabulate activity number, late finish date, dollar value, and cumulative dollar value.

3. In subsequent issues of both lists, substitute actual finish dates for activities completed as of list date.
4. Prepare list for ease of comparison with payment requests; coordinate timing with progress meetings.

    a. In both value summary lists, tabulate "actual percent complete" and "cumulative value completed" with total at bottom.
    b. Submit value summary printouts one week before each regularly scheduled progress meeting.

1.9 REPORTS

A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:

1. List of subcontractors at Project site.
2. List of separate contractors at Project site.
3. Approximate count of personnel at Project site.
4. Equipment at Project site.
5. Material deliveries.
6. High and low temperatures and general weather conditions, including presence of rain or snow.
7. Accidents.
8. Meetings and significant decisions.
9. Unusual events (see special reports).
10. Stoppages, delays, shortages, and losses.
11. Meter readings and similar recordings.
12. Emergency procedures.
13. Orders and requests of authorities having jurisdiction.
14. Change Orders received and implemented.
15. Construction Change Directives received and implemented.
16. Services connected and disconnected.
17. Equipment or system tests and startups.
18. Partial completions and occupancies.
19. Substantial Completions authorized.

B. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions.

1.10 SPECIAL REPORTS

A. General: Submit special reports directly to Owner within one day(s) of an occurrence. Distribute copies of report to parties affected by the occurrence.

B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

PART 2 - PRODUCTS (not used)

PART 3 - EXECUTION

END OF SECTION 013200

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

B. Related Requirements:

1. Section 012900 "Payment Procedures" for submitting Applications for Payment and the schedule of values.
2. Section 013200 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
3. Section 017823 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
4. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
5. Section 017900 "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel.

1.2 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."

B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

C. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

1.3 ACTION SUBMITTALS

A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.

1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
2. Allow sufficient processing time; as a minimum, as indicated in this Section.
3. Initial Submittal: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
4. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.

    a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.

5. Format: Arrange the following information in a tabular format:

    a. Scheduled date for first submittal.
    b. Specification Section number and title.
    c. Submittal category: Action; informational.
    d. Name of subcontractor.
    e. Description of the Work covered.
    f. Scheduled date for Architect's final release or approval.
    g. Scheduled date of fabrication.
    h. Scheduled dates for purchasing.
    i. Scheduled dates for installation.
    j. Activity or event number.

B. Architect will review Submittal Schedule for concentrations, overloading and similar conflicts which will impact the Architect’s ability to meet the schedule and propose revisions to the duration of processing time to the Contractor.

C. No payment will be made to Contractor until complete Schedule of Submittals has been received and accepted by Owner and Architect.

D. The Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals if the Contractor fails to submit a Submittal Schedule.

1.4 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

A. Architect's Digital Data Files:

1. Any request for digital data files shall be solely and exclusively for use related to this Project.
2. CAD Background Drawings: Electronic copies of CAD Background Drawings of the Contract Documents in editable file format will be available from the Architect as a convenience to the Contractor for use in preparing shop drawings for this

Project. Refer to "Contractor Request for Electronic Drawing Files" attached to the end of this Section for procedures for ordering and transfer of files and for Architect's limitations of liability for transfer.

a. CAD Background Drawings files requested will be delivered in editable file format indicated, and will not be further altered by the Architect prior to delivering them to any said party.

3. Each contractor requesting electronic data file shall submit a request for Electronic Drawing Files, prior to delivery of said files. No contractor, shall transfer these Electronic Files received from the Architect, or any portion thereof to any third party ("Transferee") without written permission of the Architect.
4. The Architect will transfer files to the requesting entity via the Project Information Management (PIM) software.
5. All files are a schematic representation of elements within the project. All Contractors are responsible for field verification and coordination with other trades.
6. Use of these files does not relieve the Contractor from producing Coordination Drawings and Shop Drawings required by the Contract.

B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
4. Submit product data, shop drawings and samples relating to a complete assembly at one time. Partial submittals will be returned without action.
5. Interrelated color selections will not be made until all pertinent samples are received by the Architect.
6. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.

a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

C. Processing Time: Allow sufficient time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow a minimum of 15 working days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
2. Resubmittal Review: Allow a minimum of 15 working days for review of each resubmittal.
3. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow a minimum of 21 calendar days for initial review of each submittal. Any sequential reviews shall be identified on the Submittal Schedule by the Architect and agreed upon by the Project team.

D. Paper Submittals: Place a permanent label or title block on each submittal item for identification.

1. Indicate name of firm or entity that prepared each submittal on label or title block.
2. Place fully executed “Submittal Cover Sheet” attached to the end of this Section as first page of every paper submittal. Complete all required information before submitting to Architect. Submittals received without Submittal Cover Sheet or with incomplete information on cover sheet will be returned for resubmission
3. Include Contractor's stamp indicating information complies with Contract Document requirements.
4. Submittals indicating less than complete review by Contractor will be returned for Contractor's compliance without Architect's review.
5. Additional Paper Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
6. Transmittal for Paper Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form acceptable to Architect and Owner. Architect will return without review submittals received from sources other than Contractor.
    a. Transmit all submittals to Architect with a copy to the Construction Manager unless otherwise indicated.
    b. When submittal requires review of data by Structural Engineer or Mechanical or Electrical Engineers, submit a copy directly to such engineer with a copy to the Architect and the Construction Manager.

E. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:

1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
2. Place fully executed “Submittal Cover Sheet” attached to the end of this Section as first page of every electronic submittal. Complete all required information before submitting to Architect. Submittals received without Submittal Cover

Sheet or with incomplete information on cover sheet will be returned for resubmission.

3. Name file with submittal number or other unique identifier, including revision identifier.

    a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).

4. Transmittal Form for Electronic Submittals: Use software-generated form from electronic project management software or electronic form acceptable to Owner**,** containing the following information:

    a. Project name.
    b. Date.
    c. Name and address of Architect.
    d. Name of Contractor.
    e. Name of firm or entity that prepared submittal.
    f. Names of subcontractor, manufacturer, and supplier.
    g. Category and type of submittal.
    h. Submittal purpose and description.
    i. Specification Section number and title.
    j. Specification paragraph number or drawing designation and generic name for each of multiple items.
    k. Drawing number and detail references, as appropriate.
    l. Location(s) where product is to be installed, as appropriate.
    m. Related physical samples submitted directly.
    n. Indication of full or partial submittal.
    o. Submittal and transmittal distribution record.
    p. Other necessary identification.
    q. Remarks.

F. Options: Identify options requiring selection by Architect.

G. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.

H. Resubmittals: Make resubmittals in same form and manner as initial submittal.

1. Note date and content of previous submittal.
2. Note date and content of revision in label or title block and clearly indicate extent of revision.

3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.
4. Architect's Re-review of Submittals: When resubmittals are required due to Contractor's failure to properly coordinate submittals, including coordination with other Prime Contractors, Contractor shall reimburse the Owner for fees paid to the Architect for re-review of submittals through a credit change order, in accordance with the Architect's current fee schedule.

I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

J. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

1. The Contractor shall perform no portion of its work requiring submittal and review of shop drawings, product data, samples or similar submittals until the respective submittal has been approved by the Architect. Such work shall be in accordance with approved submittals.
2. The Contractor shall supply shop drawings to other Contractors engaged by the Owner to perform work in connection with the project to ensure proper coordination of its work with theirs.
3. Do not proceed with installation until an applicable copy of the submittal is in the installer's possession.
4. Do not permit use of unmarked copies of submittals in connection with construction.

K. Project Information Management System: The submittal process will be implemented through the use of a digital processing and tracking software similar to "Submittal Exchange". Use this Project Information Management (PIM) software to transmit all submittals. Contractors must participate in and become capable in using this system.

1.5 SUBMITTAL PROCEDURES

A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.

1. Post electronic submittals as PDF electronic files directly to Architect's project information transmission web based software specifically established for Project.

a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.

2. Action Submittals: Submit electronic file except where paper copies of submittals are specifically required.
3. Informational Submittals: Submit electronic file except where paper copies of submittals are specifically required.
4. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.

    a. Provide a notarized statement on original paper copy certificates and certifications where indicated.

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
2. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.
3. Mark each copy of each submittal to show which products and options are applicable. Strike extraneous information prior to submittal
4. Include the following information, as applicable:

    a. Manufacturer's catalog cuts.
    b. Manufacturer's product specifications.
    c. Standard color charts.
    d. Statement of compliance with specified referenced standards.
    e. Testing by recognized testing agency.
    f. Application of testing agency labels and seals.
    g. Notation of coordination requirements.
    h. Availability and delivery time information.

5. For equipment, include the following in addition to the above, as applicable:

    a. Wiring diagrams showing factory-installed wiring.
    b. Printed performance curves.
    c. Operational range diagrams.
    d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.

6. Submit Product Data before or concurrent with Samples.
7. Submit Product Data in the following format:

    a. PDF electronic file, unless requested by Architect.

C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal based on Architect's digital data drawing files is otherwise permitted. Standard information prepared without specific reference to the Project is not considered a Shop Drawing. Verify field measurements prior to preparation of shop drawings.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:

    a. Identification of products.
    b. Schedules.
    c. Compliance with specified standards.
    d. Notation of coordination requirements.
    e. Notation of dimensions established by field measurement.
    f. Relationship and attachment to adjoining construction clearly indicated.
    g. Seal and signature of professional engineer if specified.

2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm), but no larger than 30 by 42 inches (750 by 1067 mm).
3. Submit Shop Drawings in the following format:

    a. PDF electronic file, unless requested by Architect.
    In addition to submission of electronic files, submit 3 paper copies of fire alarm shop drawings and sprinkler shop drawings with Contractor approval stamps applied, for submittal to the AHJ Code Review for review and comment, as required.

D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.

1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
2. Identification: Attach label on unexposed side of Samples that includes the following:

    a. Generic description of Sample.
    b. Product name and name of manufacturer.
    c. Sample source.
    d. Number and title of applicable Specification Section.
    e. Specification paragraph number and generic name of each item.

3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.

    a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
    b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.

5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.

    a. Number of Samples: Submit three full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.

6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

    a. Number of Samples: Submit three sets of Samples. Architect will retain two Sample sets; remainder will be returned.

        1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
        2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.

E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:

1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
2. Manufacturer and product name, and model number if applicable.
3. Number and name of room or space.
4. Location within room or space.
5. Submit product schedule in the following format:

    a. PDF electronic file.

F. Coordination Drawing Submittals: Comply with requirements specified in Section 013115 “Coordination Drawings.”

G. Contractor's Construction Schedule: Comply with requirements specified in Section 013200 "Construction Progress Documentation."

H. Application for Payment and Schedule of Values: Comply with requirements specified in Section 012900 "Payment Procedures."

I. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Section 01 4000 "Quality Requirements."

J. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 01 7700 "Closeout Procedures."

K. Maintenance Data: Comply with requirements specified in Section 01 7823 "Operation and Maintenance Data."

L. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.

M. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.

N. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

O. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

P. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

Q. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

R. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

S. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

T. Research/Evaluation Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:

1. Name of evaluation organization.
2. Date of evaluation.
3. Time period when report is in effect.
4. Product and manufacturers' names.
5. Description of product.
6. Test procedures and results.
7. Limitations of use.

U. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

V. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

W. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

X. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

1.6 DELEGATED-DESIGN SERVICES

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF electronic file of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 2 - EXECUTION

2.1 CONTRACTOR'S REVIEW

A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect .

B. Project Closeout and Maintenance Material Submittals: See requirements in Section 01 7700 "Closeout Procedures."

C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

2.2 ARCHITECT'S ACTION

A. Action Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.

B. Architect’s Actions:

1. Contractor may proceed with fabrication on submittals marked "No Exception Taken" or "Make Corrections Noted" provided that the Contractor adheres to the corrections noted.
2. Contractor may not proceed with fabrication on shop drawings noted "Revise and Resubmit" or "Rejected" until "No Exception Taken" or "Make Corrections Noted" stamp is received on resubmitted drawing.
3. Contractor may not proceed with fabrication on the specific shop drawings noted "Partial Resubmit" until "No Exception Taken" or "Make Corrections Noted" stamp is received on resubmitted drawing.
4. Do not permit submittals marked "Revise and Resubmit," or "Rejected," to be used at Project site, or elsewhere where Work is in progress.
5. Other Action: Where submittal is primarily for information or record purposes, special processing or other activity, submittal will be returned, marked "No Action Taken."

C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.

D. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.

E. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.

F. Submittals not required by the Contract Documents may be returned by the Architect without action.

END OF SECTION 01 3300

ATTACHMENTS:
- Submittal Cover Sheet
- Contractor’s Request for Electronic Drawing

SUBMITTAL COVER SHEET

Contractor:_____

Address:_____ **Telephone:** (__)_____

Owner:

Name of Project:

TYPE OF SUBMITTAL:

☐Shop Drawings ☐Schedule ☐Physical Sample
☐Technical Data ☐Certificate ☐Color Sample
☐Test Report ☐Warranty ☐_____

Submission #: (circle one) **1st 2nd 3rd 4th**

Description:

Product Identification: _____

_____

Manufacturer: _____

Subcontractor/Supplier:_____

DOCUMENT REFERENCES: (Must be fully filled out)

Spec Section No.:_____ Drawing No(s):_____

Paragraph: _____ Rm. Or Det. No(s):_____

Contractor Remarks:

Contractor Submittal Review Stamp

THE ATTACHED MATERIAL HAS BEEN REVIEWED BY THE UNDERSIGNED AND IS BELIEVED TO COMPLY WITH ALL REQUIREMENTS OF THE CONTRACT DOCUMENTS. THE UNDERSIGNED UNDERSTANDS VERIFICATION OF FIELD DIMENSIONS, AND COORDINATION WITH OTHER TRADES, REMAINS THE RESPONSIBILITY OF THE CONTRACTOR.

DATE: _____ BY (SIGN): _____

Consultant use below this line:

Architect Submittal Review Stamp

☐NO EXCEPTIONS ☐MAKE CORRECTIONS NOTED
☐REJECTED ☐REVISE AND RESUBMIT
☐EXAMINED ☐SUBMIT SPECIFIED ITEM

CHECKING IS ONLY FOR GENERAL CONFORMANCE WITH THE DESIGN CONCEPT OF THE PROJECT AND GENERAL COMPLIANCE WITH THE INFORMATION GIVEN IN THE CONTRACT DOCUMENTS. ANY ACTION SHOWN IS SUBJECT TO THE REQUIREMENTS OF THE PLANS & SPECIFICATIONS. CONTRACTOR IS RESPONSIBLE FOR DIMENSIONS WHICH SHALL BE CONFIRMED & CORRELATED AT THE JOB SITE; FABRICATION PROCESSES AND TECHNIQUES OF CONSTRUCTION; COORDINATION OF HIS WORK WITH THAT OF ALL OTHER TRADES & THE SATISFACTORY PERFORMANCE OF HIS WORK

KG+D ARCHITECTS, P.C.

DATE_____ BY_____

CONTRACTOR REQUEST FOR ELECTRONIC DRAWING FILES

The Architect, for the convenience of the Client/Owner, has electronic copies or representations of Drawings, Specifications and Project Manuals. Requests for electronic copies of such Drawings, Specifications and Project Manuals by the Contractor, for the Contractors use or the use of Subcontractors, shall be made in writing to the Client/Owner as outlined hereinbelow and shall outline the benefit derived from such a request. The Contractor shall be prepared to reimburse the Client/Owner for any costs involved in preparing such electronic documents for the Contractors use.

Architect's Project Number:	
Project Name:	
Architect:	
Client/Owner:	
Contractor/Recipient's Name:	
Attention to:	
Contractor/Recipient's Address:	
Date of Request:	
Date of Release:	

As requested, attached is a list of electronic drawing files. For the release of these electronic drawing files to the recipient, the following items shall be understood, acknowledged and signed by the authorized personnel of the recipient with the fee included.

A. The electronic drawing files are the property of the Architect and the Contractor is granted a license to use the electronic files only in connection with the subject project.

B. The electronic drawing files do not necessarily represent the Contract Documents associated with the referenced project. These files are solely for the use of the recipient and are not a representation of the scope of work for the project. Any use by contractors, subcontractors or fabricators shall be on all of the same terms and conditions being applicable to such users who shall acknowledge the same in writing. The Recipient may use the electronic drawing files only. Electronic drawing files or portions thereof, shall not be provided to anyone else without the written approval of the Client/Owner. The use of the electronic drawing files, documents and any reprographics shall not identify any

member of the Architect or Architect's consultants or sub-consultants or the Client/Owner without the written approval from the parties.

C. The entire risks as to the results and performance of the package including the electronic drawing files, are assumed by the Contractor/recipient. The Client/Owner, the Architect and the Architect's consultants and sub-consultants, including directors, employees, representatives, and licensors of the company, shall not have any liability to the Contractor/recipient or any other person or entity for any direct, indirect, incidental special or consequential damages whatsoever, including, but not limited to, the loss of revenue or profit, lost data, or any other personnel, commercial or economic loss, and claims by third parties. Even if the Client/Owner and Architect and the Architect's consultants and sub-consultants has been advised of the possibility of such damages; said Client/Owner and Architect and the Architect's consultants and sub-consultants shall not be held liable as stated above.

D. The Contractor/recipient hereby agrees to indemnify and hold the Client/Owner, the Architect and the Architect's consultants and sub-consultants harmless from and against any cost, damage, liability, loss or claim arising from violation of this license. The Contractor/recipient and all subcontractors of all tiers also agrees that, in addition to all other remedies hereunder, the Contractor/recipient and such parties grant the Client/Owner the right to seek injunctive or other equitable relief to prevent the violation or require the performance of any of the Contractor's/recipient's obligations under this license, and the Contractor/recipient hereby consents to the issuance of such relief by any court of competent jurisdiction without the need to post any bond or security.

E. The electronic files requested are as follows:

Electronic file name	Corresponding Drawing (close approximation)
1.	
2.	
3.	
Etc.	
Total number of files:	

CONTRACTOR'S/RECIPIENT'S AGENT SIGNATURE: _____

NAME IN BLOCK LETTERS: _____

AUTHORIZED POSITION HELD: _____

DATE OF SIGNATURE: _____

End of Attachment

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for quality assurance and quality control.

1. This Section does not include requirements for performing Special Inspections and Tests in compliance with Chapter 17 of the Building Code of New York State; refer to Section 014100.

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, Construction Manager or authorities having jurisdiction are not limited by provisions of this Section.

1.2 DEFINITIONS

A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect or Owner.

C. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.

D. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities

having jurisdiction, to establish product performance and compliance with specified requirements.

E. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.

F. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

H. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.

1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).

I. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

J. Mockups: Physical assemblies of portions of the Work constructed to establish the standard by which the Work will be judged. Mockups are not Samples.

1. Mockups are used for one or more of the following:

a. Verify selections made under Sample submittals.
b. Demonstrate aesthetic effects.
c. Demonstrate the qualities of products and workmanship.
d. Demonstrate successful installation of interfaces between components and systems.
e. Perform preconstruction testing to determine system performance.

2. Product Mockups: Mockups that may include multiple products, materials, or systems specified in a single Section.
3. In-Place Mockups: Mockups constructed on-site in their actual final location as part of permanent construction.

1.3 DELEGATED DESIGN SERVICES

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract

Documents, provide products and systems complying with specific performance and design criteria indicated.

1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

B. Delegated Design Services Statement: Submit a statement signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.

1.4 CONFLICTING REQUIREMENTS

A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data For Contractor's quality-control personnel.

B. Contractor's Statement of Responsibility: Submit copy of written statement of responsibility, acknowledging awareness of the special requirements contained in the Statement of Special Inspection, to authorities having jurisdiction before starting work on the following systems:

1. Seismic-force-resisting system, designated seismic system, or component listed in the Statement of Special Inspection.
2. Main wind-force-resisting system or a wind-resisting component listed in the Statement of Special Inspection.

C. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

D. Schedule of Tests and Inspections: Prepare in tabular form and include the following:

1. Specification Section number and title.
2. Entity responsible for performing tests and inspections.
3. Description of test and inspection.
4. Identification of applicable standards.
5. Identification of test and inspection methods.
6. Number of tests and inspections required.
7. Time schedule or time span for tests and inspections.
8. Requirements for obtaining samples.
9. Unique characteristics of each quality-control service.

1.6 REPORTS AND DOCUMENTS

A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, and telephone number of technical representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Statement that products at Project site comply with requirements.
4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
6. Statement whether conditions, products, and installation will affect warranty.

7. Other required items indicated in individual Specification Sections.

C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, and telephone number of factory-authorized service representative making report.
2. Statement that equipment complies with requirements.
3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
4. Statement whether conditions, products, and installation will affect warranty.
5. Other required items indicated in individual Specification Sections.

D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.7 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.

F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations.

Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.

1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.

G. Testing Agency Qualifications: An NRTL, an NVLAP, an agency accredited by the International Accreditation Service, Inc. or an equivalent accreditation agency accrediting in accordance with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.

1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.

H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

J. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:

1. Contractor responsibilities include the following:
   a. Provide test specimens representative of proposed products and construction.
   b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
   c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
   d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
   e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
   f. When testing is complete, remove test specimens, assemblies; do not reuse products on Project.

2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, Construction Manager and Owner's Commissioning Authority, through Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

K. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:

1. Build mockups of size indicated.
2. Build mockups in location indicated or, if not indicated, as directed by Architect.
3. Notify Architect and Construction Manager minimum seven days in advance of dates and times when mockups will be constructed.
4. Employ supervisory personnel who will oversee mockup construction. Employ workers who will be employed to perform same tasks during the construction at Project.
5. Demonstrate the proposed range of aesthetic effects and workmanship.
6. Obtain Architect's approval of mockups before starting corresponding Work, fabrication, or construction.

    a. Allow minimum seven days for initial review and each re-review of each mockup.

7. Promptly correct unsatisfactory conditions noted by Architect's preliminary review, to the satisfaction of the Architect, before completion of final mockup.
8. Approval of mockups by the Architect does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
9. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
10. Demolish and remove mockups when directed or incorporate approved in-place mock-ups in the finished work, as specifically instructed in each specification section where a mock-up is required.

1.8 QUALITY CONTROL

A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.

1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.

B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.

1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.

    a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.

3. Notify testing agencies at least 48 hours in advance of time when Work that requires testing or inspecting will be performed.
4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 01 3300 "Submittal Procedures."

D. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.

E. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

F. Testing Agency Responsibilities: Cooperate with Architect, Construction Manager and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.

1. Notify Architect, Construction Manager and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.

2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
6. Do not perform any duties of Contractor.

G. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
4. Facilities for storage and field curing of test samples.
5. Delivery of samples to testing agencies.
6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
7. Security and protection for samples and for testing and inspecting equipment at Project site.

H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

I. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses.

1. Distribution: Distribute schedule to Owner, Architect, Construction Manager, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

1.9 SPECIAL INSPECTIONS

A. Special Inspections: Owner will engage qualified testing agency(ies) and special inspectors to conduct special inspections required by authorities having jurisdiction as

the responsibility of Owner, as indicated in Division 01 Section “Special Inspections and Tests”.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:

1. Date test or inspection was conducted.
2. Description of the Work tested or inspected.
3. Date test or inspection results were transmitted to Architect.
4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's and Construction Manager’s reference during normal working hours.

3.2 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Division 01 Section “Cutting and Patching.”

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

SECTION 014100 - SPECIAL INSPECTIONS AND TESTS

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for performing Special Inspections and Tests in accordance with requirements of Chapter 17 of the *Building Code of New York State* (BCNYS). Testing and inspecting services are required to verify compliance with requirements specified or indicated in the contract documents. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1.2 DEFINITIONS

A. Registered Design Professional: The Registered Architect whose seal appears on the Construction Drawings.

B. Testing/Inspecting Agency: An agent retained by the Owner and coordinated by the Special Inspector, to perform some of the testing and/or inspection services on behalf of the Special Inspector. (An example of an Inspecting Agency would be a Geotechnical Engineer).

C. Statement of Special Inspections: A document prepared by the Registered Design Professional that includes the Schedule of Special Inspections listing the materials and work requiring Special Inspections. A copy of this document is included at the end of this Section.

D. Continuous Special Inspection: The full-time observation of work requiring Special Inspections by the Special Inspector who is present in the area where the work is being performed.

E. Periodic Special Inspections: The part-time or intermittent observation of work requiring Special Inspections by the Special Inspector who is present in the area where the work has been or is being performed and at the completion of the work

1.3 CONTRACTOR RESPONSIBILITIES

A. Contractor shall cooperate with the Special Inspector and his agents so that Special Inspections and testing may be performed without hindrance.

B. Contractor shall notify the Special Inspector and/or Testing/Inspecting Agency at least 48 hours in advance of a required inspection or test. Contractor shall coordinate sequence of activities to accommodate required inspection and testing services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

C. The Contractor shall provide incidental labor and facilities to provide access to the work to be inspected or tested, to obtain and handle samples at the site or at source of products to be tested, to facilitate tests and inspections, and for storage and curing of test samples.

D. The Contractor shall keep at the project site the latest set of Construction Drawings, field sketches, accepted shop drawings, and specifications for field use by the Inspectors and Testing Technicians.

E. The Special Inspection program shall in no way relieve the Contractor of his obligation to perform work in accordance with the requirements of the Contract Documents or from implementing an effective Quality Control program.

1.4 QUALITY CONTROL

A. Construction Manager will hold a Special Inspections preconstruction meeting at least 7 days prior to the initial planned date for start of construction.

1. Discussion shall include review of specifications and Schedule of Special Inspections for work requiring Special Inspections; responsibilities of Contractor, Owner, Testing Agency, Special Inspector, and Registered Design Professional; notification procedures; and reporting procedures.
2. Attendees shall include the Contractor, Owner’s representative, Testing Agency, Special Inspector, and Registered Design Professionals for Structural Engineering and for Architecture.

1.5 LIMITS ON AUTHORITY

A. The Special Inspector or Testing/Inspecting Agency shall not release, revoke, alter, or enlarge on the requirements of the Contract Documents.

B. The Special Inspector or Testing/Inspecting Agency shall not have control over the Contractor’s means and methods of construction.

C. The Special Inspector or Testing/Inspecting Agency shall not be responsible for construction site safety.

D. The Special Inspector or Testing/Inspecting Agency shall not have the authority to stop the work.

1.6 STATEMENT OF SPECIAL INSPECTIONS

A. The Statement of Special Inspections and Tests, on the form included at the end of this Section, will be prepared by the Registered Design Professional.

B. Required inspections and tests are described in the Schedule of Special Inspections and Tests attached to the end of this Section and in the individual specification sections for the items to be inspected or tested .

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used).

END OF SECTION 014100
ATTACHMENTS
SPECIAL INSPECTION NON-CONFORMANCE REPORT FORM
NYSED STATEMENT OF SPECIAL INSPECTIONS AND TESTS

SPECIAL INSPECTION NON-CONFORMANCE REPORT NO.

DATE:

TO: Registered Design Professional (RDP)
KG + D Architects, PC
285 Main St., Mount Kisco, NY 10549
Fax: (914) 666-0051

CC: Contractor:

FROM: _____, Special Inspector

PROJECT: District-Wide Roofing Project for Croton-Harmon Union Free School District

PART I: REFERENCE SPECIAL INSPECTION REPORT NO. _____.
(Attach copy of report.)

DESCRIPTION OF NON-CONFORMANCE:

RDP RESPONSE: (PROVIDE ATTACHMENTS IF NECESSARY)

RDP SIGNATURE _____ DATE_____
IS REINSPECTION BY SPECIAL INSPECTOR REQUIRED ☐YES ☐NO

PART II: CONTRACTOR VERIFICATION (To be completed by either the ***[General Contractor or Construction Manager]*** or Subcontractor and returned to the Special Inspector and the RDP.)

I verify that as of the date listed, the non-conforming item noted above has been corrected as required.

SIGNATURE _____ DATE_____

NYS EDUCATION DEPARTMENT Office of Facilities Planning 89 Washington Avenue, Room 1060 EBA Albany, NY 12234	STATEMENT OF SPECIAL INSPECTIONS AND TESTS As required by the Building Code of NYS (2020 BCNYS) *Note: The code listings below are not to be considered all inclusive.*

BCNYS § 1704.2.3 requires the NYS Licensed Design Professional (of record) to complete the Statement of Special Inspections and Tests. Completion of the Statement of Special Inspections & Tests, **and;** Submission to the Office of Facilities Planning with the Construction Permit Application is a condition for issuance of the Building Permit.

School District	**Project Tiltle**
Croton-Harmon UFSD	Storm Drainage and Infrastructure Imrpovements
Building	
Pierre Van Cortlandt Middle School	
SED Project #	**Project Address**
660202-03-0002-029	3 Glen Place, Croton-on-Hudson, NY 10520

Architect/Engineer: Stephen Lehigh, PE

A/E Firm (or Dba):	Phone	Date
	914.666.5900	

Comments:

INSPECTION AND TESTING Continuous & Periodic is as Defined by the BCNYS-CHAPTER 17 All reports to be submitted to the owners representative for use, approval and record.	CONTINUOUS	PERIODIC	REFERENCE STANDARD	BCNYS REFERENCE	CHECK IF REQUIRED	IDENTIFY SPEC SECTION AND PROVIDE CLARIFYING NOTES IF NECESSARY
A. Steel Construction				**Ch. 22**		
1. Material verification of high-strength bolts, nuts and washers.		X	AISC 360	1705.2 2204	☑	
2. Inspection of high-strength bolting.	X	X	AISC 360 ACI 318	1705.2 2204.2	☑	
3. Material verification of **Structural Steel**. **Open Web Steel Joist and Girders.** Basic protection of steel members, **Seismic Resistance**			AISC 360 ASTM A6, A514, A29 SJ100, 200 AICS 341	1705.2 2203, 2205 1705.2 2207	☑ ☐ ☐	
4. Spray Applied Fire Resistant Materials & Specialized Finishes			ASTM E605, E736	1705.14 1705.15	☐	
5. **Cold Formed Steel Construction**- load bearing. **Seismic Resistance**			AISI S100, S220, S240 ANSI/SDI -NC1.0, RD1.0, SDI-C, ASCE 7, 8 AISI S400	1704.2.5 2210 2211	☐ ☐	
6. Material verification of weld filler materials.			AWS D1.1, D1.3	1705.2 2204.1	☑	
7. Inspection of welding:			ACI 318: 26.6.4	T 1705.3 2204	☑	
a. Structural steel	X	X	AWS D1.1, D1.3	1705.2	☑	
b. Reinforcing steel	X	X	AWS D1.1, D1.3	1705.3.1	☐	
c. Cold Formed Steel Deck			AISC S100, ASCE 7, 8	1705.2.2	☐	
8. Inspection of steel frame joint details.		X		1705.2	☑	

INSPECTION AND TESTING Continuous & Periodic is as Defined by the BCNYS-CHAPTER 17 All reports to be submitted to the owners representative for use, approval and record.		CONTINUOUS	PERIODIC	REFERENCE STANDARD	BCNYS REFERENCE	CHECK IF REQUIRED	IDENTIFY SPEC SECTION AND PROVIDE CLARIFYING NOTES IF NECESSARY
B.	**Concrete Construction**				**Ch. 19**		
1.	Inspection of reinforcing steel, including prestressing tendons, and verify placement.		X	Ch. 21, 22 ACI 318; Ch 20, 25.2, 25.3, 26.6.1, 26.6.3 AISC 360	T 1705.3 1901 1905	☐	
2.	Inspection of reinforcing steel bar welding.			ACI 318, AWS D1.4	T 1705.3	☐	
3.	Inspection of anchors to be installed in concrete prior to and during placement.	X		ACI 318: 17.8.2, 17.8.2.4	T 1705.3	☐	
4.	Verify use of required design mix.		X	ACI 318: Ch. 19, 26.4.3, 26.4.4	T 1705.3 1904 1908	☐	
5.	Sampling fresh concrete: slump, air content, temperature, strength test specimens.	X		ASTM C172, C31 ACI 318: 26.5, 26.9, 26.10, 26.11	T 1705.3 1901 1905 1908	☐	
6.	Inspection of placement for proper application techniques.	X		ACI 318: 26.5	T 1705.3	☐	
7.	Inspection for maintenance of specified curing temperature and techniques.		X	ACI 318: 26.5	T 1705.3 1908 1909	☐	
8.	Inspection of prestressed concrete.	X		ACI 318: 26.10	T 1705.3	☐	
9.	Erection of precast concrete members.		X	ACI 318: 26.9	T 1705.3	☐	
10.	Verification of in-situ concrete strength prior to stressing of tendons and prior to removal of shores and forms from beams and slabs.		X	ACI 318: 26.11.2	T 1705.3	☐	
11	Inspection of formwork		X	ACI 318: 26.11.1.2 (b)	T 1705.3	☐	

C.	Masonry Construction							Ch. 21
INSPECTION AND TESTING **Continuous & Periodic is as Defined by the BCNYS-CHAPTER 17** **All reports to be submitted to the owners representative for use, approval and record.**		**CONTINUOUS**	**PERIODIC**	**REFERENCE STANDARD**		**BCNYS REFERENCE**	**CHECK IF REQUIRED**	**IDENTIFY SPEC SECTION AND PROVIDE CLARIFYING NOTES IF NECESSARY**
	L1 = Level 1 Inspection required for nonessential facilities. **L2 =** Level 2 Inspection required for essential facilities. * In general, schools are not considered essential facilities unless they are a designated emergency shelter.			ASTM E119 UL 263 ASTM C1364 ASTM C1670 ASTM A706 ASCE 7, 8	TMS 402, 403, 404, 504, 602	1705.4 2101 1604		
1.	Verify to ensure compliance:							
	a. Proportions of site prepared mortar and grout.		**X L1 & L2**			1705.4 2103.2	☐	
	b. Placement of masonry units and construction of mortar joints.		**X L1 & L2**			1705.4 T 1705.3	☐	
	c. Location and placement of reinforcement, connectors, tendons, anchorages.		**X L1 & L2**			1705.45 2103.4 T 1705.3	☐	
	d. Prestressing technique.		**X L1**			1705.4	☐	
	Grout space prior to grouting.	**X L2**				1705.4	☐	
	e. Grade and size of prestressing tendons and anchorages.		**X L1**			1705.4	☐	
	Placement of grout.	**X L2**				1705.4	☐	
	f. Grout specs prior to grouting.	**X L2**				1705.4	☐	
2.	Inspection program shall verify:							
	a. Size and location of structural elements.		**X L1 & L2**			1704.5 1705.4	☐	
	b. Type, size, and location of anchors.	**X L2**	**X L1**			1705.4 T 1705.3	☐	
	c. Specified size, grade, and type of reinforcement.		**X L1 & L2**			1704.5	☐	
	d. Welding of reinforcing bars.	**X L1 & L2**				1704.5	☐	
	e. Cold/hot weather protection of masonry construction.		**X L1 & L2**			1704.5, 2104.3, 2104.4	☐	
	f. Prestressing force measurement and application.	**X L2**	**X L1**			1704.5	☐	
3.	Verification accessory placement prior to grouting:	**X L2**	**X L1**			1704.5, 2105.2.2, 2105.3	☐	
4.	Grout placement.	**X L1**				1704.5	☐	
5.	Preparation of grout specimens, mortar specimens, and/or prisms.	**X L1 & L2**				1704.5, 2105.2.2, 2105.3	☐	
6.	Compliance with documents and submittals.		**X L1 & L2**			1704.5	☐	

INSPECTION AND TESTING Continuous & Periodic is as Defined by the BCNYS-CHAPTER 17 All reports to be submitted to the owners representative for use, approval and record.	CONTINUOUS	PERIODIC	REFERENCE STANDARD	BCNYS REFERENCE	CHECK IF REQUIRED	IDENTIFY SPEC SECTION AND PROVIDE CLARIFYING NOTES IF NECESSARY
D. Wood Construction				**Ch. 23**		
1. Fabrication process of prefabricated **Wood Structural Elements** and assemblies.		X	Ch. 16 AWC, APA, CPA, DOC PS1, PS2	1704.6, 1705.5 2302, 2303 2304	☐	
2. High-load diaphrams **Seismic Resistance**		X		1704, 1705, 1704.6 2304, 2305 2306, 2307, 2308	☐	
E. Soils				**Ch. 18**		
1. Geotechnical Investigations, Excavations, Grading, Fill Damp-proofing/ Water-Proofing		X	ASTM, NYS DOT OSHA Appendix J- BCNYS	1704, 1706 1803, 1804, 1805	☐	
2. **Flood & Stormwater Hazards** [per BCNYS 106]		X	Local Highway Authority Flood Plain Admin. Appendix G- BCNYS	1703 1610, 1611, 1612 1805.1.2.1	☐ ☐	
F. Specialized Foundations- Piers, Piles				**Ch. 16**		
1. Deep Foundation Elements: Driven Piles Cast in Place Helical Piles		X		T 1705.7 T 1705.8 1705.7 1705.8 1705.9	☐	
G. Exterior Wall Coverings				**Ch. 14**		
1. Exterior Insulation and Finish Systems (EIFS) MCM, HPL, Other Combustible Materials		X	ASTM E2568, E2273, E2570 E2393, E84 Ch. 16 NFPA 268, 275, 285, 286	1405, 1406, 1407, 1408 1704.2, 1705.12.5 1705.16	☐	
H. Misc.						
1. Access Floors and Storage Racks Other Architectural, MEP Components **Seismic Resitance**		X		1705.12	☐	
2. In-Situ Testing		X		1604.6, 1708	☐	
3. Pre-Construction Load Testing		X		1604.7, 1709	☐	
4. Fire Resistant Penitrations & Joints Fire Stops Testing for Smoke Control		X	Ch. 7 ASTM E119 UL 263	1705.17 1705.18	☐	
5. **Pre-Submission:** **Inventory of all Fire-Resistant-Rated Construction- Level 2 Alterations and greater** [per BCNYS 106]	X		verification required EBCNYS Ch. 3 C. of E. 155 Regulations.	**FCNYS 701.6** **BCNYS 703.7** **19CRR-NY XXXII**	☐	
6. **Pre-Submission:** **Hazardous Material Survey** **Water Quality Survey**	X X		verification required ACM Letter- Certificate C. of E. 155 Regulations.	US-EPA NYS-DOH	☐	
7. Other:					☐	

SECTION 014200 - REFERENCES

PART 1 - GENERAL

1.1 DEFINITIONS

A. General: Basic Contract definitions are included in the Conditions of the Contract.

B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.

C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."

D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."

E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.

F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.

H. "Provide": Furnish and install, complete and ready for the intended use.

I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.2 INDUSTRY STANDARDS

A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.3 ABBREVIATIONS AND ACRONYMS

A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

1.2 USE CHARGES

A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, Construction Manager, occupants of Project, testing agencies, and authorities having jurisdiction.

B. Sewer Service: Owner will pay sewer-service use charges for sewer usage by all entities for construction operations.

C. Water Service: Owner will pay water-service use charges for water used by all entities for construction operations.

D. Electric Power Service: Owner will pay electric-power-service use charges for electricity used by all entities for construction operations.

1.3 INFORMATIONAL SUBMITTALS

A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.

B. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.

C. Moisture-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage.

1. Describe delivery, handling, and storage provisions for materials subject to water absorption or water damage.

1.4 QUALITY ASSURANCE

A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

PART 2 - PRODUCTS

2.1 TEMPORARY FACILITIES

A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading. Provide the following:

1. One trailer for field office, located on one of the school sites where directed by Construction Manager.

B. Common-Use Field Offices: Of sufficient size to accommodate needs of Owner, Architect, Construction Manager and construction personnel office activities and to accommodate Project meetings specified in other Division 01 Sections. Keep office clean and orderly. Furnish and equip offices as follows:

1. Furniture required for Project-site documents including file cabinets, plan tables, plan racks, and bookcases.
2. Conference room of sufficient size to accommodate meetings of 15 individuals. Provide electrical power service and 120-V ac duplex receptacles, with no fewer than one receptacle on each wall. Furnish room with conference table, chairs, and tack and marker boards.
3. Drinking water and private toilet.
4. Coffee machine and supplies.
5. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 72 deg F (20 to 22 deg C).
6. Lighting fixtures capable of maintaining average illumination of 20 fc (215 lx) at desk height.

C. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.

1. Store combustible materials apart from building.
2. Locate where directed by Construction Manager.

2.2 EQUIPMENT

A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

A. General: Install temporary service or connect to existing service.

1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.

B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.

1. Connect temporary sewers to existing system.

C. Water Service: Connect to Owner's existing water service source. Install water service distribution piping in sizes and pressures adequate for construction. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.

D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

1. Toilets: Use of Owner's existing toilet facilities will not be permitted
2. Provide temporary toilet facilities at all of the locations where the Work will be performed.

E. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.

F. Electric Power Service: Connect temporary service to Owner's existing power source, as directed by Owner. Provide separate metering. Provide electric power service distribution system of sufficient size, capacity, and power characteristics required for construction operations.

G. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.

1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.

H. Telephone Service: Provide telephone service for field office. If land-line telephone service is desired, arrange with Owner to have this service installed. Cost of installation and use of temporary telephone land-line service shall be borne by Contractor.

1. Post a list of important telephone numbers in the field office including:

a. Police and fire departments.
b. Ambulance service.
c. Contractor's home office.
d. Contractor's emergency after-hours telephone number.
e. Architect's office.
f. Engineers' offices.
g. Owner's office.
h. Principal subcontractors' field and home offices.

2. Provide superintendent with cellular telephone or portable two-way radio for use when away from field office.

I. Electronic Communication Service: Provide a desktop computer in the primary field office adequate for use by Architect, Construction Manager and Owner to access Project electronic documents and maintain electronic communications. Equip computer with the following:

1. Printer: "All-in-one" unit equipped with printer server, combining color printing, photocopying, scanning, and faxing, or separate units for each of these three functions.
2. Internet Service: Contractor may connect to the Owner’s data network; make prior arrangements with Owner. Cost of the connection shall be borne by the Contractor.

3.3 SUPPORT FACILITIES INSTALLATION

A. General: Comply with the following:

1. Provide construction for temporary offices, shops, and sheds located within construction area or within 30 feet (9 m) of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.
2. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

B. Parking: Use Owner designated areas of existing parking lots for construction personnel; Contractor shall pay for parking at rate established by Owner as applicable.

C. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate for construction operations. Locate temporary roads and paved areas as indicated on Drawings.

1. Provide dust-control treatment that is nonpolluting and nontracking. Reapply treatment as required to minimize dust.

D. Temporary Use of Permanent Roads and Paved Areas: Limit use of existing roads on campus to those designated by Owner as assigned construction route. Maintain roads in clean dust-free and dirt-free condition; clean roads of mud and debris caused by construction traffic.

E. Traffic Controls: Provide traffic control signage of type approved by Owner to direct traffic at and around construction site. Comply with requirements of authorities having jurisdiction.

1. Protect existing site improvements to remain including curbs, pavement, and utilities.
2. Maintain access for fire-fighting equipment and access to fire hydrants.

F. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.

1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
2. Remove snow and ice as required to minimize accumulations.

G. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.

1. Temporary Signs: Provide signs as required to inform public and individuals seeking entrance to Project.
   a. Provide temporary, directional signs for construction personnel and visitors.

2. Maintain and touchup signs so they are legible at all times

H. Waste Disposal Facilities: Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."

I. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.

1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.

B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

C. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to requirements of Erosion and Sediment Control Drawings.

1. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross tree- or plant- protection zones.
2. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
3. Clean, repair, and restore adjoining properties and roads affected by erosion and sedimentation from Project site during the course of Project.
4. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

D. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.

E. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.

F. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.

1. Extent of Fence: As required to enclose entire Project site or portion determined sufficient to accommodate construction operations.
2. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Furnish one set of keys to Construction Manager and Owner.

G. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

H. Temporary Egress: Maintain temporary egress from existing occupied facilities at all times.

I. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.

1. Prohibit smoking in construction areas.
2. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with Owner and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.

3.5 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

B. Maintenance: Maintain facilities in good operating condition until removal.

1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.

D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary

facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

END OF SECTION 015000

SECTION 015719 - ENVIRONMENTAL PROTECTION DURING CONSTRUCTION

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

A. Scope
B. Applicable Regulations
C. Notification
D. Implementation
E. Protection of Land Resources
F. Recording and Preserving Historical and Archaeological Finds
G. Protection of Water Resources
H. Burning
I. Dust and Mud Control
J. Maintenance of Pollution Control Facilities During Construction

1.2 SCOPE

A. The work covered by this section consists of furnishing all labor, material and equipment and performing all work required for the prevention of environmental pollution during and as the result of construction operations under this contract except for those measures set forth in other Technical Provisions of these specifications.

For the purpose of this specification environmental pollution is defined by regulatory authorities as the presence of chemical, physical or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to man; or degrade the utility of the environment for aesthetic and recreational purposes.

The control of environmental pollution requires consideration of air, water and land, and involves noise, solid waste-management and management of radiant energy and radioactive materials, as well as other pollutants.

B. Compliance with the provisions of this section by all Subcontractors shall be the responsibility of the Contractor.

1.3 APPLICABLE REGULATIONS

A. In order to provide for abatement and control of any environmental pollution arising from the construction activities of the Contractor and his subcontractors in the performance of this contract, they shall comply with all applicable Federal, State and local laws, and regulations concerning environmental pollution control and abatement as well as the specific requirements stated elsewhere in

the contract specifications.

1.4 NOTIFICATION

A. The Architect will notify the Contractor in writing of any non- compliance with the foregoing provisions. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor or his authorized representative at the site of the work, shall be deemed sufficient for the purpose. If the Contractor fails or refuses to comply promptly, the Architect may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost on account of any such stop orders shall be made the subject of a claim for extension of time or for extra costs or damages by the Contractor unless it was later determined that the Contractor was in compliance.

1.5 PROTECTION OF LAND RESOURCES

A. It is intended that the land resources within the project boundaries and outside the limits of permanent work performed under this contract be preserved in their present condition or be restored to a condition after completion of construction that will appear to be natural and not detract from the appearance of the project. Insofar as possible, the Contractor shall confine his construction activities to areas defined by the plans or specifications.

B. The following additional requirements are intended to supplement and clarify the requirements contained in the General Conditions.

The location on the project site of the Contractor's storage and other construction buildings, required temporarily in the performance of the work, shall be upon assigned portions of the job site and shall require written approval of the Architect.

The preservation of the landscape shall be an imperative consideration in the selection of all sites and in the overall construction of buildings.

Plans showing storage and office facilities shall be submitted for approval of the Architect.

C. If the Contractor proposes or is required to construct temporary roads or embankments and excavations for plant and/or work areas, he shall submit the following for approval at least 21 days prior to scheduled start of such temporary work.

1. A layout of all temporary access roads, excavations and embankments to be constructed with the work area.
2. Plans and cross sections of proposed embankments and their foundations, including a description of proposed materials.

1.6 RECORDING AND PRESERVING HISTORICAL AND ARCHAEOLOGICAL FINDS

A. All items having any apparent historical or archaeological interest which are discovered in the course of any construction activities shall be carefully preserved. The Contractor shall leave the archaeological find undisturbed and shall immediately report the find to the Architect so that the proper authorities may be notified.

1.7 PROTECTION OF WATER RESOURCES

A. The Contractor shall not pollute streams, lakes, reservoirs or public waters with fuels, oils, bitumens, calcium chloride, acids or harmful materials. It is the responsibility of the Contractor to investigate and comply with all applicable Federal, State, County and Municipal laws concerning pollution of surrounding public waters. All work under this contract shall be performed in such a manner that objectionable conditions will not be created in public waters through or adjacent to the project areas.

B. Prior to any major construction the Contractor shall submit a plan for approval by the Architect showing his scheme for controlling erosion and disposing of waste.

C. Surface drainage from cuts and fills within the construction limits, whether or not completed, and from borrow and waste disposal areas, shall, if turbidity producing materials are present, be held in suitable sedimentation ponds or shall be graded to control erosion within acceptable limits.

Temporary erosion and sediment control measures such as berms, dikes, drains, or sedimentation basins, if required to meet the above standards, shall be provided until permanent drainage and erosion control facilities are completed and operative.

Fills and waste areas shall be constructed by selecting placement to eliminate silts or clays on the surface that will erode and contaminate adjacent public waters.

D. At all times of the year, special measures shall be taken to prevent chemicals, fuels, oils, grease, bituminous materials, waste washings, herbicides and insecticides, and cement and surface drainage from entering public waters.

E. Disposal of any materials, wastes, effluents, trash, garbage, oil, grease, chemicals, etc., in areas adjacent to public waters shall be subject to the approval of the Architect. If any waste material is dumped in unauthorized areas the Contractor shall remove the material and restore the area to the condition of the adjacent undisturbed area. If necessary, contaminated ground shall be excavated, disposed of as directed by the Architect, refilled with clean material and compacted all at the expense of the Contractor.

1.8 BURNING

A. Burning will not be permitted.

1.9 DUST AND MUD CONTROL

A. The Contractor shall at all times provide adequate dust control measures. He shall accomplish this, without interference to the public and vehicular transportation.

B. To control dust, it is required that all vehicles transporting dust producing materials to and from the job shall be covered with tarpaulins securely tied down, be sprinkled when necessary or be satisfactorily treated by other approved methods.

C. Trucks leaving excavations shall be water washed prior to entry on access roads or public streets to remove mud and other deleterious substances from wheels and undercarriages.

D. All public and private ways adjacent to the site shall be broomed and flushed whenever necessary in the opinion of the Architect. Drainage systems shall be cleaned and flushed whenever mud or debris hinders the flow of storm water to or in the sewers.

E. The Contractor shall immediately remove refuse, rubbish, debris and soil accumulations on roads, streets and on sidewalks, caused by wind, rain and snow erosions or by his own operations to prevent traffic hazards or interference with road drainage.

1.10 MAINTENANCE OF POLLUTION CONTROL FACILITIES DURING CONSTRUCTION

A. During the life of this contract the Contractor shall maintain all facilities constructed for pollution control under this contract as long as the operations creating the particular pollutant are being carried out or until the material concerned has become stabilized to the extent that pollution is no longer being created. During the construction period the Contractor shall conduct frequent training courses for his maintenance personnel. The curriculum shall include methods of detection of pollution, familiarity with pollution standards, and installation and care of vegetation covers, plants and other facilities to prevent and correct environmental pollution.

End of Section

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.

B. Related Requirements:

1. Section 012300 "Alternates" for products selected under an alternate.
2. Section 012500 "Substitution Procedures" for requests for substitutions.
3. Section 014200 "References" for applicable industry standards for products specified.

1.2 DEFINITIONS

A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.3 ACTION SUBMITTALS

A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.

a. Form of Approval: As specified in Section 013300 "Submittal Procedures."
b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.

B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 013300 "Submittal Procedures." Show compliance with requirements.

1.4 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

B. Mechanical Materials and Equipment: When two or more items of same material or equipment are required (pumps, valves, air conditioning units, etc.), they shall be of the same manufacturer. Product manufacturer uniformity does not apply to raw materials, bulk materials, pipe, tube, fittings (except flanged and grooved types), sheet metal, wire, steel bar stock, welding rods, solder, fasteners, motors for dissimilar equipment units, and similar items used in the work, except as otherwise indicated. Provide products which are compatible within systems and other connected items.

C. Asbestos in Materials: All products submitted for use and incorporated into this project shall be asbestos free.

D. Mercury-Free Products: All products submitted for use and incorporated into this Project shall be mercury-free. In the absence of mercury-free products, provide products with the lowest amount of mercury possible.

E. Lead-Free Products: All products submitted for use and incorporated into this Project shall be lead-free. .

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

B. Delivery and Handling:

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.
7. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.6 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.

1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
3. See other Sections for specific content requirements and particular requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in Section 017700 "Project Closeout."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Architect will make selection.
5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.
7. A named product and model number establishes the characteristics and salient features of the specifications even when they are not fully described and will serve as the basis of comparison.
8. Whenever a material, article, device, piece of equipment or type of construction is identified by reference to manufacturers' or vendors' names, trade names, catalog numbers, or similar specific information, it is so identified for the purpose of establishing a standard of quality, and such identification shall not be

construed as limiting competition. Comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product

B. Product Selection Procedures:

1. Named Product: Where Specifications name a single manufacturer and product, and “no substitutions” is indicated, provide the named product. Comparable products or substitutions for Contractor's convenience will not be considered.
2. Named Manufacturer/Source: Where Specifications name a single manufacturer or source and “no substitutions” is indicated, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
3. Products: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.
4. Manufacturers: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product
5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

C. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.

D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COMPARABLE PRODUCTS

A. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:

1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
2. Evidence that the proposed product provides sustainable design characteristics that specified product provides for achieving LEED prerequisites and credits.
3. Evidence that the proposed product will not adversely affect Contractor's construction schedule.
4. Evidence that the proposed product has received necessary approvals of authorities having jurisdiction.
5. Evidence that the proposed product will have no adverse effect on other trades and will not affect or delay progress schedule; or if proposed product involves more than one contractor, proposed product has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
6. Evidence that the proposed product maintenance service and source of replacement parts, as applicable, is available similar to the specified product.
7. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
8. Evidence that proposed product provides specified warranty.
9. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
10. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:

1. Installation of the Work.
2. Progress cleaning.
3. Starting and adjusting.
4. Protection of installed construction.
5. Correction of the Work.

B. Related Requirements:

1. Section 011000 "Summary" for limits on use of Project site.
2. Section 013300 "Submittal Procedures" for submitting surveys.
3. Section 017329 "Cutting and Patching" for cutting and patching portions of the building.
4. Section 017700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

1.2 QUALITY ASSURANCE

A. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work,

investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.

1. Before construction, verify the location and points of connection of utility services:

B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:

1. Description of the Work.
2. List of detrimental conditions, including substrates.
3. List of unacceptable installation tolerances.
4. Recommended corrections.

D. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Existing Utility Information: Furnish information to local utility and/or Owner as required, that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions

outside the control of Contractor, submit a request for information to Architect according to requirements in Section 013100 "Project Management and Coordination."

3.3 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

1. Make vertical work plumb and make horizontal work level.
2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
4. Maintain minimum headroom clearance of 96 inches (2440 mm) in occupied spaces and 90 inches (2300 mm) in unoccupied spaces without ceilings.

B. Mechanical Installations: Comply with the following requirements:

1. Where mounting heights are not detailed or dimensioned, install systems, materials, and equipment to provide the maximum headroom possible.
2. Coordinate connection of mechanical systems with exterior underground and overhead utilities and services. Comply with requirements of governing regulations, franchised service companies, and controlling agencies. Provide required connection for each service.
3. Install all equipment to facilitate servicing, maintenance, and repair or replacement of equipment components. As much as practical, connect equipment for ease of disconnecting, with minimum of interference with other installations. Extend grease fittings to an accessible location.

C. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

D. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

E. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

F. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.

G. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

H. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

I. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
2. Allow for building movement, including thermal expansion and contraction.
3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

J. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

K. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.4 PROGRESS CLEANING

A. General: Clean Project site, public pedestrian paths and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.

1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).
3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
   a. Use containers intended for holding waste materials of type to be stored.

4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.

1. Remove liquid spills promptly.
2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 017419 "Construction Waste Management and Disposal."

H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.5 STARTING AND ADJUSTING

A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.

C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

D. Manufacturer's Field Service: Comply with qualification requirements in Section 014000 "Quality Requirements."

3.6 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION 017300

SECTION 017329 – CUTTING AND PATCHING

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes procedural requirements for cutting and patching.

B. Related Requirements:

1. Section 011000 "Summary" for limits on use of Project site.
2. Section 024119 “Selective Structure Removal and Demolition” for demolition of selected portions of the site for alterations.
3. Section 078413 "Penetration Firestopping" for patching penetrations in fire-rated construction.

C. Coordinate cutting and patching requirements with selective demolition. Removal of portions of existing construction required for the installation or performance of other work may be indicted as selective demolition on the demolition drawings. Cut and patch all construction when not shown on the demolition drawings, or when additional cutting and patching is required after the completion of selective demolition.

1.2 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.

B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

1.3 INFORMATIONAL SUBMITTALS

A. Cutting and Patching Plan: Submit plan describing procedures at least 10 days prior to the time cutting and patching will be performed. Include the following information:

1. Extent: Describe reason for and extent of each occurrence of cutting and patching.
2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building appearance and other significant visual elements.
3. Products: List products to be used for patching and firms or entities that will perform patching work.
4. Dates: Indicate when cutting and patching will be performed.

5. Utilities and Mechanical and Electrical Systems: List services and systems that cutting and patching procedures will disturb or affect. List services and systems that will be relocated and those that will be temporarily out of service. Indicate length of time permanent services and systems will be disrupted.

    a. Include description of provisions for temporary services and systems during interruption of permanent services and systems.

6. Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure.

1.4 QUALITY ASSURANCE

A. Minimize cutting and patching of work by properly coordinating construction sequences with Construction Manager.

B. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.

1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.
2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operational elements include the following:

    a. Primary operational systems and equipment.
    b. Fire separation assemblies.
    c. Air or smoke barriers.
    d. Fire-suppression systems.
    e. Mechanical systems piping and ducts.
    f. Control systems.
    g. Communication systems.
    h. Fire-detection and -alarm systems.
    i. Conveying systems.
    j. Electrical wiring systems.
    k. Operating systems of special construction.

3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in

increased maintenance or decreased operational life or safety. Other construction elements include but are not limited to the following:

a. Water, moisture, or vapor barriers.
b. Membranes and flashings.
c. Exterior curtain-wall construction.
d. Sprayed fire-resistive material.
e. Equipment supports.
f. Piping, ductwork, vessels, and equipment.
g. Noise- and vibration-control elements and systems.

4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

C. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

D. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections of these Specifications.

B. Existing Materials: Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of existing materials.

PART 3 - EXECUTION

3.1 CUTTING AND PATCHING

A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.

1. Cutting and Patching of Existing Roofing System: Contractors performing cutting and patching of the existing roof membrane shall be certified installers by the existing roof membrane manufacturer for their products. When existing roofing system is still under warranty, coordinate all work on the existing roofing system with manufacturer. All cutting and patching work on roofing system shall be performed in a manner that does not void the warranty.

C. Temporary Support: Provide temporary support of work to be cut.

D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching according to requirements in Section 01 1000 "Summary."

F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.

G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required,

and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.

2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
6. Proceed with patching after construction operations requiring cutting are complete.

H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
   a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
   b. Restore damaged pipe covering to its original condition.

3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
   a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.

4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.

I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

END OF SECTION 017329

SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for the following:

1. Salvaging nonhazardous demolition and construction waste.
2. Recycling nonhazardous demolition and construction waste.
3. Disposing of nonhazardous demolition and construction waste.

1.2 DEFINITIONS

A. Construction Waste: Building, structure, and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.

B. Demolition Waste: Building, structure, and site improvement materials resulting from demolition operations.

C. Disposal: Removal of demolition or construction waste and subsequent salvage, sale, recycling, or deposit in landfill, incinerator acceptable to authorities having jurisdiction.

D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.

E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.

F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.3 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition and construction waste becomes property of Contractor.

B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.

1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.4 ACTION SUBMITTALS

A. Waste Management Plan: Submit plan within 15 days of date established for commencement of the Work.

1.5 QUALITY ASSURANCE

A. Regulatory Requirements: Comply with transportation and disposal regulations of authorities having jurisdiction.

1.6 WASTE MANAGEMENT PLAN

A. General: Develop a waste management plan according to requirements in this Section. Plan shall consist of waste identification, and waste reduction work plan. Distinguish between demolition and construction waste.

B. Waste Identification: Indicate anticipated types of demolition and construction waste generated by the Work.

C. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. General: Practice efficient waste management in the use of materials in the course of the Work. Use all reasonable means to divert construction and demolition waste from landfills and incinerators. Facilitate recycling and salvage of materials.

1. Construction Waste:

a. Packaging: Salvage or recycle 100 percent of the following uncontaminated packaging materials:

1) Paper.
2) Cardboard.
3) Boxes.
4) Plastic sheet and film.
5) Polystyrene packaging.

6) Wood crates.
7) Wood pallets.
8) Plastic pails.

b. Construction Office Waste: Salvage or recycle 100 percent of the following construction office waste materials:

1) Paper.
2) Aluminum cans.
3) Glass containers.

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

A. General: Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.

1. Comply with operation, termination, and removal requirements in Section 015000 "Temporary Facilities and Controls."
2. Review waste management procedures with all entities when they first begin work on-site, including locations established for salvage, recycling, and disposal.

B. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged and recycled.

END OF SECTION 017419

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Substantial Completion procedures.
2. Final completion procedures.
3. Warranties.
4. Final cleaning.
5. Repair of the Work.

B. Related Requirements:

1. Section 013233 "Photographic Documentation" for submitting final completion construction photographic documentation.
2. Section 017300 "Execution" for progress cleaning of Project site.
3. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.
4. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
5. Section 017900 "Demonstration and Training" for requirements for instructing Owner's personnel.

1.2 ACTION SUBMITTALS

A. Product Data: For cleaning agents.

B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.

C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.3 CLOSEOUT SUBMITTALS

A. Certificates of Release: From authorities having jurisdiction.

B. Certificate of Insurance: For continuing coverage.

C. Field Report: For pest control inspection.

1.4 MAINTENANCE MATERIAL SUBMITTALS

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

1.5 SUBSTANTIAL COMPLETION PROCEDURES

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

B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number where applicable.

    a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Architect's signature for receipt of submittals.

5. Submit test/adjust/balance records.
6. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
7. Submit fully executed Certification of Drawings and Specification Compliance form included at the end of this Section.

C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Advise Owner of pending insurance changeover requirements.
2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
3. Complete startup and testing of systems and equipment.
4. Perform preventive maintenance on equipment used prior to Substantial Completion.
5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Section 017900 "Demonstration and Training."
6. Advise Owner of changeover in heat and other utilities.
7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
9. Complete final cleaning requirements, including touchup painting.
10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect and Construction Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Architect will perform inspection in areas no smaller than a floor plate. Inspection of individual rooms or spaces will not be performed.
2. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
    a. Reinspection Limits: The Architect and Construction Manager are limited to performing the original inspection and two reinspections of the same area as part of their services. The cost of any reinspections required beyond this amount will be borne by the Contractor. Contractor shall reimburse Owner for reinspection fees paid to the Architect and/or Construction Manager through a credit change order in the amount stipulated by the Owner
3. Results of completed inspection will form the basis of requirements for final completion.

1.6 FINAL COMPLETION PROCEDURES

A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:

1. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
2. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
3. Submit pest-control final inspection report.

B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect and Construction Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
    a. Reinspection Limits: The Architect and Construction Manager are limited to performing the original inspection and two reinspections of the same area as part of their services. The cost of any reinspections required beyond this amount will be borne by the Contractor. Contractor shall reimburse Owner for reinspection fees paid to the Architect and/or Construction Manager through a credit change order in the amount stipulated by the Owner

1.7 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

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

1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
3. Include the following information at the top of each page:

    a. Project name.
    b. Date.
    c. Name of Architect.
    d. Name of Contractor.
    e. Page number.

4. Submit list of incomplete items in the following format:

    a. MS Excel electronic file. Architect will return annotated file.

1.8 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.

B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.

C. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.

1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (215-by-280-mm) paper.
2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

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

1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:

a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
d. Remove tools, construction equipment, machinery, and surplus material from Project site.
e. Remove snow and ice to provide safe access to building.
f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
h. Sweep concrete floors broom clean in unoccupied spaces.
i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
k. Remove labels that are not permanent.
l. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.

m. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
n. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
o. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.
1) Clean HVAC system in compliance with NADCA ACR. Provide written report on completion of cleaning.

p. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
q. Leave Project clean and ready for occupancy.

C. Pest Control: Comply with pest control requirements in Section 015000 "Temporary Facilities and Controls." Prepare written report.

D. Construction Waste Disposal: Comply with waste disposal requirements in Section 017419 "Construction Waste Management and Disposal."

3.2 REPAIR OF THE WORK

A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.

B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.
a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.

3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION 017700

Attachment: Certification of Drawing and Specification Compliance form

CERTIFICATION OF DRAWING AND SPECIFICATION COMPLIANCE

The Undersigned Prime Contractor does herein certify that:

1. All materials furnished for this project do fully comply with all specification requirements as stated within the Contract Documents;

2. That no asbestos containing materials of any nature are used in the work;

3. That execution of the Work covered by this certification has been performed in accordance with the Contract Document drawings.

CONTRACT NUMBER AND CONTRACT NAME: _____

NAME OF CONTRACTOR: _____

CERTIFICATION BY: _____ TITLE: _____

ADDRESS: _____

DATED: _____

CORPORATE ACKNOWLEDGEMENT

)SS.
)

On the _____ day of _____, before me came _____ to me known and who by me being duly sworn did depose and say that he resides at _____ that he is the officer of the said corporation executing the foregoing instrument, that he knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal, 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

INDIVIDUAL ACKNOWLEDGEMENT

State of

)SS.
)

County of

On the _____ day of _____, before me came _____ to me known and who by me being duly sworn did depose and say that he resides at _____ that he is the individual who executed the foregoing instrument.

_____
Notary Public

PARTNERSHIP ACKNOWLEDGEMENT

State of
)SS.
)
County of

On the _____ day of _____, before me came _____ to me known and who by me being duly sworn did depose and say that he resides at _____ that he is the partner in the firm of _____ doing business under the name of _____ and that he executed the foregoing instrument on behalf of said partnership.

_____
Notary Public

SECTION 017823 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:

1. Operation and maintenance documentation directory.
2. Emergency manuals.
3. Operation manuals for systems, subsystems, and equipment.
4. Product maintenance manuals.
5. Systems and equipment maintenance manuals.

B. Related Requirements:

1. Section 013300 "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.

1.2 DEFINITIONS

A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.

B. Subsystem: A portion of a system with characteristics similar to a system.

1.3 CLOSEOUT SUBMITTALS

A. Manual Content: Operations and maintenance manual content is specified in individual Specification Sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.

1. Architect will comment on whether content of operations and maintenance submittals are acceptable.
2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.

B. Format: Submit operations and maintenance manuals in the following format:

1. PDF electronic file. Assemble each manual into a composite electronically indexed file complete with Table of Contents and book marked by equipment. Submit on digital media acceptable to Architect.

a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically linked operation and maintenance directory.
b. Enable inserted reviewer comments on draft submittals.

2. Three paper copies. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves.

C. Initial Manual Submittal: Submit draft copy of each manual at least 60 days before commencing demonstration and training. Architect will comment on whether general scope and content of manual are acceptable.

D. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 30 days before commencing demonstration and training. Architect will return copy with comments.

1. Correct or revise each manual to comply with Architect's comments. Submit copies of each corrected manual within 15 days of receipt of Architect's comments and prior to commencing demonstration and training.

PART 2 - PRODUCTS

2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

A. Directory: Prepare a single, comprehensive directory of emergency, operation, and maintenance data and materials, listing items and their location to facilitate ready access to desired information. Include a section in the directory for each of the following:

1. List of documents.
2. List of systems.
3. List of equipment.
4. Table of contents.

B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.

C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.

D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.

E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a

designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

2.2 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:

1. Title page.
2. Table of contents.
3. Manual contents.

B. Title Page: Include the following information:

1. Subject matter included in manual.
2. Name and address of Project.
3. Name and address of Owner.
4. Date of submittal.
5. Name and contact information for Contractor.
6. Name and contact information for Architect.
7. Name and contact information for Commissioning Authority.
8. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
9. Cross-reference to related systems in other operation and maintenance manuals.

C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.

1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.

D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.

E. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.

1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
2. File Names and Bookmarks: Enable bookmarking of individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.

F. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.

1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch (215-by-280-mm) paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.

    a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
    b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents, and indicate Specification Section number on bottom of spine. Indicate volume number for multiple-volume sets.

2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment.
4. Supplementary Text: Prepared on 8-1/2-by-11-inch (215-by-280-mm) white bond paper.
5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.

    a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
    b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.3 EMERGENCY MANUALS

A. Content: Organize manual into a separate section for each of the following:

1. Type of emergency.
2. Emergency instructions.
3. Emergency procedures.

B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:

1. Fire.
2. Flood.
3. Gas leak.
4. Water leak.
5. Power failure.
6. Water outage.
7. System, subsystem, or equipment failure.
8. Chemical release or spill.

C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.

D. Emergency Procedures: Include the following, as applicable:

1. Instructions on stopping.
2. Shutdown instructions for each type of emergency.
3. Operating instructions for conditions outside normal operating limits.
4. Required sequences for electric or electronic systems.
5. Special operating instructions and procedures.

2.4 OPERATION MANUALS

A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:

1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
2. Performance and design criteria if Contractor has delegated design responsibility.
3. Operating standards.
4. Operating procedures.
5. Operating logs.
6. Wiring diagrams.

7. Control diagrams.
8. Piped system diagrams.
9. Precautions against improper use.
10. License requirements including inspection and renewal dates.

B. Descriptions: Include the following:

1. Product name and model number. Use designations for products indicated on Contract Documents.
2. Manufacturer's name.
3. Equipment identification with serial number of each component.
4. Equipment function.
5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

C. Operating Procedures: Include the following, as applicable:

1. Startup procedures.
2. Equipment or system break-in procedures.
3. Routine and normal operating instructions.
4. Regulation and control procedures.
5. Instructions on stopping.
6. Normal shutdown instructions.
7. Seasonal and weekend operating instructions.
8. Required sequences for electric or electronic systems.
9. Special operating instructions and procedures.

D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

2.5 PRODUCT MAINTENANCE MANUALS

A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent,

and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

C. Product Information: Include the following, as applicable:

1. Product name and model number.
2. Manufacturer's name.
3. Color, pattern, and texture.
4. Material and chemical composition.
5. Reordering information for specially manufactured products.

D. Maintenance Procedures: Include manufacturer's written recommendations and the following:

1. Inspection procedures.
2. Types of cleaning agents to be used and methods of cleaning.
3. List of cleaning agents and methods of cleaning detrimental to product.
4. Schedule for routine cleaning and maintenance.
5. Repair instructions.

E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

2.6 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.

B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:

1. Standard maintenance instructions and bulletins.
2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
3. Identification and nomenclature of parts and components.
4. List of items recommended to be stocked as spare parts.

D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:

1. Test and inspection instructions.
2. Troubleshooting guide.
3. Precautions against improper maintenance.
4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
5. Aligning, adjusting, and checking instructions.
6. Demonstration and training video recording, if available.

E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.

1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.

F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals.

B. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.

C. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

D. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.

1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.

E. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.

F. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.

1. Do not use original project record documents as part of operation and maintenance manuals.
2. Comply with requirements of newly prepared record Drawings in Section 017839 "Project Record Documents."

G. Comply with Section 017700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 017823

SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for project record documents, including the following:

1. Record Drawings.
2. Record Specifications.
3. Record Product Data.
4. Miscellaneous Record Submittals.

B. Related Requirements:

1. Section 017300 "Execution" for final property survey.
2. Section 017700 "Closeout Procedures" for general closeout procedures.
3. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.

1.2 CLOSEOUT SUBMITTALS

A. Record Drawings: Submit PDF electronic files of scanned record prints and one set of prints.

B. Record Specifications: Submit annotated PDF electronic files of Project's Specifications, including addenda and contract modifications.

C. Record Product Data: Submit annotated PDF electronic files and directories of each submittal.

1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.

D. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit annotated PDF electronic files and directories of each submittal.

E. Reports: Submit written report weekly indicating items incorporated into project record documents concurrent with progress of the Work, including revisions, concealed conditions, field changes, product selections, and other notations incorporated.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

A. Record ("As- Built") Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.

1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.

a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
b. Accurately record information in an acceptable drawing technique.
c. Record data as soon as possible after obtaining it.
d. Record and check the markup before enclosing concealed installations.
e. Cross-reference record prints to corresponding archive photographic documentation.

2. Content: Types of items requiring marking include, but are not limited to, the following:

a. Dimensional changes to Drawings.
b. Revisions to details shown on Drawings.
c. Depths of foundations below first floor.
d. Locations and depths of underground utilities.
e. Revisions to routing of piping and conduits.
f. Revisions to electrical circuitry.
g. Actual equipment locations.
h. Duct size and routing.
i. Locations of concealed internal utilities.
j. Changes made by Change Order or Field Order.
k. Changes made following Architect's written orders.
l. Details not on the original Contract Drawings.
m. Field records for variable and concealed conditions.
n. Record information on the Work that is shown only schematically.

3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.

5. Mark important additional information that was either shown schematically or omitted from original Drawings.
6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
7. Format: Submit PDF electronic files of scanned record prints and one set of prints.
   a. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
   b. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
   c. Identification: As follows:
      1) Project name.
      2) Date.
      3) Designation "PROJECT RECORD DRAWINGS."
      4) Name of Architect
      5) Name of Contractor.

B. Record Digital Data Files: In addition to submitting paper Record Drawings, transfer information to electronic CAD drawings in .DXF format and prepare set of digital record drawings. Architect will supply a set of base electronic drawings for Contractor's use. Submit electronic Record Drawings to Owner in same manner as paper Record Drawings.

C. The following certification shall appear on all Record Drawings: "These record drawings prepared by _____for the following work _____ have been reviewed by the undersigned and appear to be an accurate representation of the work incorporated within the project and are accepted as submitted in accordance with the technical documents. This record document review made by this office is for determination of compliance with the requirements of the contract documents.
Firm Name: _____ Date: _____ Reviewer Name: _____ _I

D. If the Construction Manager or Architect determines the Record Drawings are not complete or contain inaccurate information, they will return the documents to the Contractor for correction and resubmission.

E. Final payment will not be made to Contractor until complete and accurate Record Drawings both on paper and electronic media have been received and accepted by Owner.

2.2 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
4. For each principal product, indicate whether record Product Data has been submitted in operation and maintenance manuals instead of submitted as record Product Data.
5. Note related Change Orders**,** record Product Data**,** and record Drawings where applicable.

B. Format: Submit record Specifications as scanned PDF electronic file(s) of marked-up paper copy of Specifications.

2.3 RECORD PRODUCT DATA

A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
3. Note related Change Orders, record Specifications, and record Drawings where applicable.

B. Format: Submit record Product Data as annotated PDF electronic file or scanned PDF electronic file(s) of marked-up paper copy of Product Data.

1. Include record Product Data directory organized by Specification Section number and title, electronically linked to each item of record Product Data.

2.4 MISCELLANEOUS RECORD SUBMITTALS

A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

B. Format: Submit miscellaneous record submittals as PDF electronic file or scanned PDF electronic file(s) of marked-up miscellaneous record submittals.

1. Include miscellaneous record submittals directory organized by Specification Section number and title, electronically linked to each item of miscellaneous record submittals.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.

B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's and Construction Manager’s reference during normal working hours.

END OF SECTION 017839

SECTION 017900 - DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:

1. Demonstration of operation of systems, subsystems, and equipment.
2. Training in operation and maintenance of systems, subsystems, and equipment.
3. Demonstration and training video recordings.

1.2 INFORMATIONAL SUBMITTALS

A. Instruction Program: Submit outline of instructional program for demonstration and training, including a list of training modules and a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.

1. Indicate proposed training modules using manufacturer-produced demonstration and training video recordings for systems, equipment, and products in lieu of video recording of live instructional module.

B. Attendance Record: For each training module, submit list of participants and length of instruction time.

C. Evaluations: For each participant and for each training module, submit results and documentation of performance-based test.

1.3 CLOSEOUT SUBMITTALS

A. Demonstration and Training Video Recordings: Submit two copies within seven days of end of each training module.

1. Identification: On each copy, provide an applied label with the following information:

a. Name of Project.
b. Name and address of videographer.
c. Name of Architect.
d. Name of Contractor.
e. Date of video recording.

1.4 QUALITY ASSURANCE

A. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Section 014000 "Quality Requirements," experienced in operation and maintenance procedures and training.

B. Videographer Qualifications: A professional videographer who is experienced photographing demonstration and training events similar to those required.

C. Preinstruction Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Project Management and Coordination." Review methods and procedures related to demonstration and training including, but not limited to, the following:

1. Inspect and discuss locations and other facilities required for instruction.
2. Review and finalize instruction schedule and verify availability of educational materials, instructors' personnel, audiovisual equipment, and facilities needed to avoid delays.
3. Review required content of instruction.
4. For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.

1.5 COORDINATION

A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner's personnel.

B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.

C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

PART 2 - PRODUCTS

2.1 INSTRUCTION PROGRAM

A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.

B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to

master. For each module, include instruction for the following as applicable to the system, equipment, or component:

1. Basis of System Design, Operational Requirements, and Criteria: Include the following:

    a. System, subsystem, and equipment descriptions.
    b. Performance and design criteria if Contractor has delegated design responsibility.
    c. Operating standards.
    d. Regulatory requirements.
    e. Equipment function.
    f. Operating characteristics.
    g. Limiting conditions.
    h. Performance curves.

2. Documentation: Review the following items in detail:

    a. Emergency manuals.
    b. Operations manuals.
    c. Maintenance manuals.
    d. Project record documents.
    e. Identification systems.
    f. Warranties and bonds.
    g. Maintenance service agreements and similar continuing commitments.

3. Emergencies: Include the following, as applicable:

    a. Instructions on meaning of warnings, trouble indications, and error messages.
    b. Instructions on stopping.
    c. Shutdown instructions for each type of emergency.
    d. Operating instructions for conditions outside of normal operating limits.
    e. Sequences for electric or electronic systems.
    f. Special operating instructions and procedures.

4. Operations: Include the following, as applicable:

    a. Startup procedures.
    b. Equipment or system break-in procedures.
    c. Routine and normal operating instructions.
    d. Regulation and control procedures.
    e. Control sequences.
    f. Safety procedures.
    g. Instructions on stopping.
    h. Normal shutdown instructions.

i. Operating procedures for emergencies.
j. Operating procedures for system, subsystem, or equipment failure.
k. Seasonal and weekend operating instructions.
l. Required sequences for electric or electronic systems.
m. Special operating instructions and procedures.

5. Adjustments: Include the following:

a. Alignments.
b. Checking adjustments.
c. Noise and vibration adjustments.
d. Economy and efficiency adjustments.

6. Troubleshooting: Include the following:

a. Diagnostic instructions.
b. Test and inspection procedures.

7. Maintenance: Include the following:

a. Inspection procedures.
b. Types of cleaning agents to be used and methods of cleaning.
c. List of cleaning agents and methods of cleaning detrimental to product.
d. Procedures for routine cleaning
e. Procedures for preventive maintenance.
f. Procedures for routine maintenance.
g. Instruction on use of special tools.

8. Repairs: Include the following:

a. Diagnosis instructions.
b. Repair instructions.
c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
d. Instructions for identifying parts and components.
e. Review of spare parts needed for operation and maintenance.

PART 3 - EXECUTION

3.1 PREPARATION

A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Section 017823 "Operation and Maintenance Data."

B. Set up instructional equipment at instruction location.

3.2 INSTRUCTION

A. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.

1. Owner will furnish Contractor with names and positions of participants.

B. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.

1. Schedule training with Owner, through Architect, with at least seven days' advance notice.

C. Training Location and Reference Material: Conduct training on-site in the completed and fully operational facility using the actual equipment in-place. Conduct training using final operation and maintenance data submittals.

D. Provide operating and maintenance instruction to Owner's personnel for systems and components as indicated in individual Specification Sections. Provide instruction periods, comprised of approximately 50 percent classroom instruction and 50 percent "hands-on" instruction.

3.3 DEMONSTRATION AND TRAINING VIDEO RECORDINGS

A. General: Engage a qualified videographer to record demonstration and training video recordings. Record each training module separately. Include classroom instructions and demonstrations, board diagrams, and other visual aids.

B. Video: Provide minimum 640 x 480 video resolution converted to .mp4 format file type, on electronic media.

1. Electronic Media: CD ROM or thumb drive, with computer made label.
2. File Hierarchy: Organize folder structure and file locations according to project manual table of contents. Provide complete screen-based menu.
3. File Names: Utilize file names based upon name of equipment generally described in video segment, as identified in Project specifications.
4. Contractor and Installer Contact File: Using appropriate software, create a file for inclusion on the Equipment Demonstration and Training DVD that describes the following for each Contractor involved on the Project, arranged according to Project table of contents:

a. Name of Contractor/Installer.
b. Business address.
c. Business phone number.
d. Point of contact.
e. E-mail address.

C. Recording: Mount camera on tripod before starting recording, unless otherwise necessary to adequately cover area of demonstration and training. Display continuous running time.

1. Film training session(s) in segments not to exceed 15 minutes.
2. Produce segments to present a single significant piece of equipment per segment.
3. Organize segments with multiple pieces of equipment to follow order of Project Manual table of contents.
4. Where a training session on a particular piece of equipment exceeds 15 minutes, stop filming and pause training session. Begin training session again upon commencement of new filming segment.

D. Light Levels: Verify light levels are adequate to properly light equipment. Verify equipment markings are clearly visible prior to recording. Furnish additional portable lighting as required.

E. Preproduced Video Recordings: Provide video recordings used as a component of training modules in same format as recordings of live training.

END OF SECTION 017900

SECTION 024119 - SELECTIVE STRUCTURE DEMOLITION AND REMOVALS

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following:

1. Demolition and removal of selected portions of a building or structure.
2. Salvage of selected building components and elements.
3. Repair procedures for selective demolition operations.

B. Related Sections include the following:

1. Division 01 General Requirements for temporary construction and environmental-protection measures for selective demolition operations.
2. Division 01 General Requirements for cutting and patching procedures for selective demolition operations.

1.2 DEFINITIONS

A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.

B. Remove and Salvage: Detach items from existing construction and deliver them to Owner ready for reuse.

C. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.

D. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.3 MATERIALS OWNERSHIP

A. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, demolished materials shall become Contractor's property and shall be removed from Project site.

1.4 SUBMITTALS

A. Qualification Data: For firms and persons specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.

B. Proposed Dust-Control, Noise-Control and Other Special Measures: Submit statement or drawing that indicates the measures proposed for use, proposed locations, and proposed time frame for their operation. Identify options if proposed measures are later determined to be inadequate.

C. Schedule of Selective Demolition Activities: Indicate the following:

1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
2. Interruption of utility services.
3. Coordination for shutoff, capping, and continuation of utility services.

D. Inventory: After selective demolition is complete, submit a list of items that have been removed and salvaged.

E. Predemolition Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by selective demolition operations. Submit before Work begins.

1.5 QUALITY ASSURANCE

A. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.

B. Professional Engineer Qualifications: Comply with Division 01 General Requirements.

C. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

D. Standards: Comply with ANSI A10.6 and NFPA 241.

E. Predemolition Conference: Conduct conference at Project site to comply with requirements in Division 01 General Requirements.

1.6 PROJECT CONDITIONS

A. Owner will occupy portions of site and buildings immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted. Provide not less than 2 weeks' notice to Owner of activities that will affect Owner's operations.

B. Owner may elect to salvage certain items from areas of construction other than those indicated on Drawings as “salvage” prior to selective demolition operations. Give 2 weeks notice to Owner prior to commencing any selective demolition processes to allow for Owner salvage operations.

C. Maintain access to existing walkways, roadways, and other adjacent occupied or used facilities.

1. Do not close or obstruct walkways, roadways, or other occupied or used facilities without written permission from authorities having jurisdiction.

D. Owner assumes no responsibility for condition of areas to be selectively demolished.

1. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

E. Hazardous Materials: Remediation of existing hazardous materials, if any, will be completed prior to commencement of selective demolition in the areas where hazardous materials are present.

1. If materials suspected of containing hazardous materials that have not been previously identified in the Contract Documents are encountered, do not disturb; immediately notify Architect and Owner.
2. A hazardous materials report is included in the Specifications for information only.

F. Storage or sale of removed items or materials on-site will not be permitted.

G. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

PART 2 - PRODUCTS

2.1 REPAIR MATERIALS

A. Use repair materials identical to existing materials.

1. If identical materials are unavailable or cannot be used for exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.

2. Use materials whose installed performance equals or surpasses that of existing materials.

B. Comply with material and installation requirements specified in individual Specification Sections.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that utilities have been disconnected and capped.

B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.

C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.

D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.

E. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

3.2 UTILITY SERVICES

A. Existing Utilities: Maintain services indicated to remain and protect them against damage during selective demolition operations.

B. Do not interrupt existing utilities serving occupied or operating facilities unless authorized in writing by Owner and authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to Owner and to authorities having jurisdiction.

1. Provide at least 2 weeks' notice to Owner if shutdown of service is required during changeover.

C. Utility Requirements: Locate, identify, disconnect, and seal or cap off indicated utilities serving areas to be selectively demolished.

1. Arrange to shut off indicated utilities with utility companies.

2. If utility services are required to be removed, relocated, or abandoned, before proceeding with selective demolition provide temporary utilities that bypass area of selective demolition and that maintain continuity of service to other parts of building.
3. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing.
4. Do not start selective demolition work until utility disconnecting and sealing have been completed and verified in writing.

3.3 PREPARATION

A. Dangerous Materials: Drain, purge, or otherwise remove, collect, and dispose of chemicals, gases, explosives, acids, flammables, or other dangerous materials before proceeding with selective demolition operations.

B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
2. Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction.

C. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent site improvements, structures and facilities to remain.

1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
3. Provide special protection measures as required by Owner.

D. Temporary Enclosures: Provide temporary enclosures for protection of existing building and construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.

E. Temporary Shoring: Provide and maintain interior and exterior shoring, bracing, or structural support to preserve stability and prevent movement, settlement, or collapse of

construction to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

1. Strengthen or add new supports when required during progress of selective demolition.

3.4 POLLUTION CONTROLS

A. Dust Control: Use water mist, temporary enclosures, and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations.

1. Do not use water when it may damage existing construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.

B. Disposal: Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

1. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

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

3.5 SELECTIVE DEMOLITION

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.

5. Maintain adequate ventilation when using cutting torches.
6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
9. Dispose of demolished items and materials promptly.
10. Return elements of construction and surfaces that are to remain to condition existing before selective demolition operations began.

B. Removed and Salvaged Items: Comply with the following:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers.
3. Store items in a secure area until delivery to Owner.
4. Transport items to Owner's storage area designated by Owner.
5. Protect items from damage during transport and storage.

C. Removed and Reinstalled Items: Comply with the following:

1. Clean and repair items to functional condition adequate for intended reuse. Paint equipment to match new equipment.
2. Pack or crate items after cleaning and repairing. Identify contents of containers.
3. Protect items from damage during transport and storage.
4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

D. Salvage items indicated on the Drawings as “salvage”.

E. Existing Facilities: Comply with Owner’s requirements for using and protecting elevators, stairs, walkways, building entries, and other building facilities during selective demolition operations.

F. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

G. Concrete: Demolish in small sections. Cut concrete to a depth of at least 3/4 inch (19 mm) at junctures with construction to remain, using power-driven saw. Dislodge concrete from reinforcement at perimeter of areas being demolished, cut reinforcement, and then

remove remainder of concrete indicated for selective demolition. Neatly trim openings to dimensions indicated.

H. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, then remove masonry between saw cuts.

I. Brick Masonry to be Salvaged: Carefully dismantle brick veneer at exterior walls where demolition is indicated. Salvage existing removed brick for reuse. Remove mortar, anchors, and ties from brick masonry. Clean and stack undamaged, whole brick masonry units on wood pallets and provide weatherproof covering. Locate stored brick where directed by Architect.

J. Air-Conditioning Equipment: Remove equipment without releasing refrigerants.

3.6 PATCHING AND REPAIRS

A. General: Promptly repair damage to adjacent construction caused by selective demolition operations.

B. Patching: Comply with Division 01 Section "Cutting and Patching."

C. Repairs: Where repairs to existing surfaces are required, patch to produce surfaces suitable for new materials.

1. Completely fill holes and depressions in existing masonry walls that are to remain with an approved masonry patching material applied according to manufacturer's written recommendations.

3.7 DISPOSAL OF DEMOLISHED MATERIALS

A. General: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.

B. Burning: Do not burn demolished materials.

C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

END OF SECTION 024119

SECTION 040100 MASONRY MAINTENANCE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Applicable provisions of the Conditions of the Contract and Division 1, General Requirements, govern work in this Section.

1.2 DESCRIPTION OF WORK

A. All plant, labor, materials, equipment, testing and services necessary to complete the work shown on the drawings, schedules, and keynotes, as specified herein, and as may be required by conditions and authorities having jurisdiction, including, but not limited to, the following:

1. Remove and restore exterior masonry where new cap flashings are being installed.

2. Prepare and repoint mortar joints.

3. Clean and prepare the joints, and then install new sealant in masonry facade joints.

4. Carefully dismantle and rebuild exterior masonry.

5. Power wash and clean roof eave precast concrete and decorative cast stone components at roof Areas A, C, D and E at the High School.

6. Install clear water repellant on precast concrete and cast stone masonry that was cleaned, and on masonry that was repointed, repaired or rebuilt.

7. Remove and reset loose bricks and concrete masonry units under roof edge blocking.

8. Fill hollow core masonry units under roof edge blocking with mortar prior to installing the blocking - the blocking is specified elsewhere.

9. Install cast in place concrete steps at the roof access doors.

1.3 RELATED WORK SPECIFIED ELSEWHERE – Entire Project Specification with specific reference to those sections noted above and as follows:

A. Roof Carpentry - Section 061000
B. EPDM Roofing - Section 075323
C. PVC Roofing - Section 075419

D. Sheet Metal Flashing & Specialties - Section 076200
E. Roof Accessories - Section 077200

1.4 QUALITY ASSURANCE

A. Installer Qualifications:

1. A firm (Installer) with at least 5 continuous years experience performing work similar to that required for this project, employing personnel skilled in the work specified.

a. The Installer shall directly employ the personnel performing the work of this section.

b. The Installer shall have a supervisor in the work area 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.

1. Submit the Supervisor's resume upon request.

2. The Installer shall provide a reference list of at least three previously completed projects of comparable size and similar design, within fifty miles 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. Submit the reference list upon request.

B. Material Quality: Obtain each type of material from a single source to ensure consistent quality, color, pattern, and texture.

C. Pre-construction: Attend the pre-construction meeting and discuss the following:

1. How and when the masonry work will be performed and coordinated with other work.
2. How roof & building surfaces will be protected, and how the building will be kept watertight as masonry work progresses.
3. Weather to anticipate during construction.
4. The availability of materials, personnel, equipment and facilities needed to proceed and complete the work on schedule.
5. 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 other work on site:

1. A pre-work site and building inspection report with photos, to document conditions before any other work starts on site.

2. Manufacturer's technical literature for all materials.

3. Test reports and certifications substantiating compliance with specification requirements if requested by the Architect.

4. Samples to show sizes, grade and color, prior to mock-up erection, of each new exposed masonry material. Include the full range of colors and textures needed in the samples.

   a. Bricks: four samples of solid colors, twelve samples of blended colors.
   b. Mortar: four 6 inch long 1/2 inch wide strips set in metal or plastic channels.
   c. Anchors: four pieces of each type of anchor.

B. Simultaneously provide all roof related submittals needed for this project, for all technical sections, collated by section. Incomplete or incorrect submittals will not be reviewed.

1. Submittals shall be prepared and made by the firm that will perform the actual work.

2. Provide electronic submittals via an on-line submittal exchange program if one is established for this project; if an on-line program isn't established, provide the submittals on portable USB drives in pdf format, organized in folders by Section.

   a. Do not make submittals via email
   b. Do not include Safety Data Sheets with the technical submittals.

2. 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.

C. Payment requisitions will not be processed until all submittals are received and approved.

1.5 JOB MOCK UPS

A. Prepare mock-ups of masonry work in actual job locations.

1. For precast concrete and cast stone cleaning, provide 4 foot long mockups.
2. For repointing - provide 2 foot square mockups to show how the joints will be cut, and 2 foot square mockups to show new pointing.

3. For sealant joints - provide 2 foot long mockups to show how the joints will be prepared, and 2 foot long mockups to show new backer rod and sealant.

B. Construct each mock up with its associated roof and wall flashings, to show the following:

1. The color, size and type of each masonry unit and mortar used to set it.
2. Workmanship quality.
3. The size and spacing of weep inserts.
4. Flashings built into the masonry.
5. Related materials and their installation techniques to fully establish a quality standard for the work.

C. Mock-ups shall be constructed to establish the minimum acceptable standard of materials and workmanship, and to assure that completed work which matches the mock ups will be fully functional and serve the purpose for which it was designed.

D. Approved mock-ups may be left in place and incorporated into the permanent installation. Rejected mock-ups shall be removed and replaced until an acceptable mock up is approved.

E. Do not proceed with masonry work until mock-ups are installed, inspected and approved in writing.

1.6 DELIVERY, STORAGE AND HANDLING

A. Carefully pack, handle, and ship masonry units and accessories in suitable packs or pallets or in heavy cartons.

B. Deliver material to the site in the Manufacturer's original and unopened containers and packaging, bearing labels which identify the types and names of the products and Manufacturers. Unload and handle to prevent chipping and breakage.

C. Protect masonry materials and aggregates during storage and construction from excess wetting by rain, snow or ground water, and from staining or intermixture with earth or other types of materials.

D. Protect grout, mortar and cement products from deterioration by moisture and temperature. Store in a dry location or in waterproof containers. Protect liquid components from freezing.

E. Do not overload the structure when storing materials on the roof.

F. Protect roof surfaces where material and equipment are placed on them, and where construction traffic occurs, with 6 mil fire retardant polyethylene, covered with 1-1/2 inch thick foam insulation, overlaid with 2 by 10 wooden planks.

1.7 GUARANTEE

A. Provide a written Contractor's Guarantee which guaranties that all work will remain free of material and workmanship defects and in a watertight condition for five years beginning upon Final Completion:

1. Defects include but are not limited to the following: leakage, delamination, lifting, loosening, splitting, cracking, joint separation and movement.

2. Make the repairs and modifications necessary to enable the work to perform as guaranteed.

3. Guarantee coverage shall include removing and replacing items installed as part of the original work, if removal is needed to make repairs.

B. Provide one Guarantee that covers “all work performed” when a single contractor is awarded work specified in multiple Sections.

C. The Guarantee shall take effect no more than 30 days before the satisfactory completion of all punch list work.

D. The Contractor’s Surety Company may add a rider to the Performance Bond which clarifies that Performance 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.

1.8 JOB CONDITIONS

A. Perform masonry work only when the air temperature is 40 degrees F and above and will remain so until the masonry has dried, but for not less than 72 hours after work ends.

B. Erect temporary covers over pedestrian walkways and at building entrances and exits which will remain active as the work progresses.

C. Prevent mortar from staining the face of adjoining masonry and other building surfaces; immediately remove any which falls or spills. Protect sills, ledges and projections from mortar droppings.

D. Protect roof surfaces where material and equipment are placed on them, and where construction traffic occurs, with 6 mil fire retardant polyethylene, covered with 1-1/2 inch thick foam insulation, overlaid with 2 by 10 wooden planks.

E. Coordinate masonry removal and restoration with the installation of new flashings.

F. Prevent masonry work from rapid drying during hot weather. Use burlap to shield fresh masonry from direct sunlight, and mist fresh masonry with potable water so it cures slowly for at least 72 hours.

1. Remove and replace any new masonry that develops shrinkage cracks, or isn't bonded well to adjoining masonry.

PART 2 - PRODUCTS

2.1 GENERAL

A. Manufacturer's products are named to establish the basis of design quality required. Equal products supplied by other manufacturer's may be submitted for approval and used.

2.2 MASONRY UNITS

A. Face Brick: Severe weather (SW) grade face brick and accessories, including special bricks for lintels, arches, corners, and other special conditions, to match the color, surface texture, shape and size of existing bricks.

2.3 MORTAR

A. General Construction Mortar:

1. Type S, custom colored, non-staining masonry cement containing Type I Portland cement meeting ASTM C150 and Type S hydrated lime meeting ASTM C207.

2. Natural or manufactured sand aggregate selected to match the size, texture, graduation and color of the existing mortar aggregate, meeting ASTM C 144.

3. Clean potable water, free of oils, acids, alkalis and organic matter.

B. Pointing Mortar:

1. Factory blended Type N masonry cement, aggregate and custom coloring agent, ready to use when mixed with clean potable water, as supplied by Spec-Mix.

2.4 CONCRETE

A. Minimum 3,000 psi Portland cement based concrete, with crushed stone and sand aggregate.

2.5 MISCELLANEOUS MATERIALS

A. Anchors: Fabricated from Type 304 stainless steel to match existing.

B. Reinforcement Bar: minimum #4 epoxy coated steel rebar, with factory formed ridges.

C. 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.

D. Backer Rod: Closed cell polyethylene foam, non-absorbent, compressible, chemically inert rod.

E. Masonry Water Repellent: Cloudy odorless water-based penetrating liquid, UV stable, alkali resistant, translucent floural carbon emulsion, containing no volatile organic compounds: Cathedral Stone Products, Inc. R-97 Water Repellent.

F. Weep Inserts: Full height head joint inserts formed of a polypropylene honey comb, three-eighths inch thick, Hohmann & Barnard, Inc. #QV Quadro-Vent.

PART 3 - EXECUTION

3.1 GENERAL

A. Perform masonry repointing, cleaning and water repellent treatment to comply with the U.S. Department of the Interior, National Park Services Historic Preservation Briefs # 1 and # 2.

B. Carefully perform work so the structural integrity of masonry adjoining the work is preserved. Simultaneously remove only limited sections of existing masonry; support and protect masonry remaining next to and above the removal areas.

C. Completely remove and replace any existing masonry that moves, or if cracks form in the mortar joints between the masonry units, or within the masonry units.

D. Cure all mortar by misting it with potable water to maintain it in a damp condition for not less than 72 hours. Shield fresh mortar from direct sunlight with wet burlap, and prevent fresh mortar from prematurely drying during the curing period. Remove and replace mortar joints that dry pre-maturely.

E. Cut and remove existing masonry using hand and machine methods. Equip each cutting machine with a separate dedicated vacuum and manufacturer’s blade guard vacuum attachment, and control the amount of dust produced so there are no visible plumes. Comply with OSHA crystalline silica standards for construction.

F. Do not overcut brick head joints and allow the blade to nick the bricks; remove and replace bricks damaged during the cutting and repointing preparation process at no cost to the Owner.

3.2 MORTAR MIXES

A. Measurement and Mixing:

1. Measure general construction mortar materials when dry by volume using a pail or similar container. Do not measure with a shovel.
    a. Mix mortar using 1 part mortar cement and 3 parts sand aggregate.
    b. Thoroughly mix cement and aggregate in a clean mechanical batch mixer before adding water; then continue mixing and add only enough water to produce a workable mix.
    c. Do not mix mortar by hand.
2. Mix factory blended pointing mortar in a clean mechanical batch mixer, adding only enough water to produce a workable mix.
    a. Do not mix mortar by hand.
3. Use mortar within 45 minutes of final mixing; do not re-temper or use partially hardened material.

B. Mix and install mortar with the same ingredients used to produce the approved mock-up. Do not adjust the color or proportions without written approval. Do not use admixtures of any kind in the mortar unless specifically approved.

3.3 BRICK REMOVAL AND REPLACEMENT

A. Simultaneously remove only limited sections of existing brick masonry; support and protect masonry remaining next to and above the removal areas.

B. Carefully remove bricks on a piece-by-piece basis. Cut out full units from joint to joint and to permit replacement with full size units. Clean the edges of the remaining bricks, to remove all mortar, dust, and loose debris in preparation for rebuilding.

C. Install new cap flashings and wall flashing extensions, properly lapped under and connected to the existing wall flashings, as indicated on the drawings and specified elsewhere, before installing new bricks. Install the flashings so a full wythe of new brick will fit flush with the existing wall surface.

D. Wet the new bricks to ensure the bricks are nearly saturated with water, but surface dry when laid.

E. Fit and install new bricks to match the original bond and course pattern. Use a motor driven diamond blade wet saw to cut bricks with clean, sharp unchipped edges.

F. Lay replacement bricks with completely filled bed, head and collar joints. Butter the ends with sufficient mortar to fill the head joints and shove the bricks into place.

G. Install new bricks with mortar joints to match the width of the adjoining brick joints. Tool the new joints to match existing joints in surrounding brickwork.

H. Do not cut off the backs of the new bricks if a full wythe of brick doesn't fit. Notify the Architect and obtain his direction before proceeding further.

3.4 PRECAST CONCRETE & CAST STONE FACADE SECTIONS

A. Power wash and chemically clean (if required) the roof eve components indicated – to remove all accumulated soot and discoloration.

B. Allow the cleaned components to completely dry before installing the water repellent.

3.5 REPOINTING EXISTING MASONRY

A. Joint Preparation:

1. Remove existing mortar and foreign material from the mortar joints to a minimum depth of 1 inch, and deeper where needed to expose sound unweathered mortar.

2. Remove mortar from the sides of the joints to provide joints with square backs and to expose the masonry for contact with the pointing mortar. Brush or vacuum the joints to remove dirt and loose debris.

3. Remove mortar and other foreign material from the surface of masonry adjacent to the joint.

4. Do not spall the edges of adjacent masonry or widen the joints. Replace any masonry which is damaged.

B. Joint Pointing:

1. Rinse the joint surfaces with water to remove dust and mortar particles just prior to repointing. Time the rinse, so when repointing occurs, excess water has evaporated and the existing masonry is damp but free of standing water.

2. Apply pointing mortar in 1/2 inch thick layers, and thoroughly compact each layer before adding the next layer, to completely fill each joint.

3. Slightly recess pointing mortar from the face of the adjacent masonry units. Do not spread mortar on the edges or faces of the masonry. Do not featheredge the mortar.

4. Tool repointed joints when the mortar is thumbprint hard. Remove excess mortar from the edges of the joints with a soft bristle brush.

C. Cleaning:

1. Immediately after the mortar has fully hardened, thoroughly clean masonry surfaces of excess mortar and foreign matter using stiff nylon or bristle brushes and clean water.

2. Do not use metal scrapers or brushes. Do not use acid or alkali cleaning agents. Do not pressure-wash the masonry or new pointing mortar.

3.6 SEALANT JOINTS

A. Carefully remove existing sealant and back up material from within the joints to a minimum depth of 1-1/2 inches, and from the surface of adjoining masonry at the edges of the joints.

1. Use hand tools and work to avoid damage to adjoining masonry.

2. Replace adjoining masonry damaged during sealant removal work.

B. Install new backer rod without puncturing or tearing it, to snuggly fill the joint at a depth to yield a sealant joint twice as wide as it is deep.

1. Do not twist backer rods, or install multiple pieces of undersized rod, when the correct size rod is not onsite.

C. Mask the edges of all joints prior to installing sealant.

1. Push sealant into the joint to completely fill it, tool the sealant to produce a slightly concave, neat recessed joint, and remove joint masking before excess sealant sets.

3.7 WATER REPELLENT

A. Allow the masonry surfaces to dry for a minimum of 48 hours at a temperature above 50° F before installing the water repellent.

B. Mask and protect adjoining surfaces i.e., the roof, flashings, windows, side walls and site plantings from over spray.

C. Apply two coats of water repellent using a low pressure (15-20 psi maximum) wet fan type nozzle or 1 inch nap roller in a “flooding” application, to thoroughly saturate the masonry, starting at the bottom so the material runs 6 to 8 inches below the points of application.

1. Apply the second coat of water repellent about 10 minutes after the first coat, and as soon as the first coat has soaked into the masonry, but before the first coat dries.

3.8 CONCRETE STEPS

A. Form the new steps with maximum 7-1/2 inch risers and 10 inch wide treads, and to provide safe egress into and out of the roof access doors.

B. Cast each step with four #4 rebar, positioned to have 2 inches of concrete cover.

C. Create a non-slip rough broom finish on the tread surfaces.

3.9 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 leaks and damage that weren't 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. Clean up all litter, refuse, rubbish, scrap materials and debris at least twice a day; at noon and at the end of the work day, so the roof and site are neat, orderly and workmanlike. Place the debris in a dumpster, and remove the dumpster from the site as soon as it is full or no longer being used.

F. Carefully and thoroughly clean the entire roof to remove all residual debris when all 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 049100 - MASONRY CLEANING

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes masonry cleaning as follows:

1. Cleaning exposed clay masonry surfaces.
2. Cleaning exposed cast stone surfaces.

B. Related Sections Include the Following:

1. Division 04 Section “Masonry Maintenance” for masonry cleaning work at the roof.

1.2 DEFINITIONS

A. Low-Pressure Spray: 100 to 400 psi (690 to 2750 kPa); 4 to 6 gpm (0.25 to 0.4 L/s).

B. Medium-Pressure Spray: 400 to 800 psi (2750 to 5500 kPa); 4 to 6 gpm (0.25 to 0.4 L/s).

C. High-Pressure Spray: 800 to 1200 psi (5500 to 8250 kPa); 4 to 6 gpm (0.25 to 0.4 L/s).

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product indicated. Include recommendations for application and use. Include test data substantiating that products comply with requirements.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For restoration specialists including field supervisors and chemical manufacturer.

B. Cleaning Program: Describe cleaning process in detail, including materials, methods, and equipment to be used and protection of surrounding materials on building and Project site, and control of runoff during operations.

1. If materials and methods other than those indicated are proposed for cleaning work, provide a written description, including evidence of successful use on comparable projects, and a testing program to demonstrate their effectiveness for this Project.

1.5 QUALITY ASSURANCE

A. Masonry Cleaning Specialist Qualifications: Engage an experienced masonry cleaning firm to perform work of this Section. Firm shall have completed work similar in material, design, and extent to that indicated for this Project with a record of successful in-service performance.

1. Field Supervision: Masonry cleaning specialist firms shall maintain experienced full-time supervisors on Project site during times that masonry cleaning is in progress. Supervisors shall not be changed during Project except for causes beyond the control of masonry cleaning specialist firm.
2. Masonry Cleaning Worker Qualifications: Persons who are experienced and specialize in masonry cleaning work of types they will be performing.

B. Chemical Manufacturer Qualifications: A firm regularly engaged in producing masonry cleaners that have been used for similar applications with successful results, and with factory-trained representatives who are available for consultation and Project-site inspection and assistance at no additional cost.

C. Mockups: Prepare mockups of masonry cleaning as follows to demonstrate aesthetic effects and qualities of materials and execution. Prepare mockups on existing walls under same weather conditions to be expected during remainder of the Work.

1. Locate mock-ups where directed by Architect.
2. Clean an area approximately 25 sq. ft. (2.3 sq. m) in area for each type of masonry and surface condition requiring cleaning.
3. Test cleaners and methods on samples of adjacent materials for possible adverse reactions unless cleaners and methods are known to have deleterious effect.
4. Begin with application of low pressure water wash to mock-up areas and progress to job-mixed detergent and then to chemical cleaners only as required to obtain desired results.
   a. Perform test cleaning panels in presence of Architect. If Architect rejects mock-up, proceed with additional test cleaning panels.
5. Do not commence general masonry cleaning work until Architect's acceptance of mock-ups' visual qualities has been obtained.
6. Allow a waiting period of not less than seven days after completion of sample cleaning to permit a study of sample panels for negative reactions.
7. Cover and protect approved mock-ups until completion of all general masonry cleaning work.
8. Approved mock-ups will be used as standard against which all masonry cleaning work will be judged.

D. Reference Standards: Comply with the latest editions of National Park Service (NPS), "National Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings."

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials to Project site in manufacturer's original and unopened containers, labeled with manufacturer's name and type of products.

1.7 PROJECT CONDITIONS

A. Clean masonry surfaces only when air temperature is 40 deg F (4 deg C) and above and is predicted to remain so for at least 7 days after completion of cleaning.

B. Clean masonry before proceeding with repointing, brick replacement work, brick and cast stone patching and repair work, and brick resetting/rebuilding work to ensure color match of pointing mortar, masonry patching material and replacement brick to original cleaned masonry units and mortar.

PART 2 - PRODUCTS

2.1 CLEANING MATERIALS

A. Water for Cleaning: Potable.

B. Job-Mixed Detergent Solution: Solution prepared by mixing 2 cups (0.5 L) of tetrasodium polyphosphate (TSPP), 1/2 cup (125 mL) of water soluable, non-ionic cleaner, and 20 quarts (20 L) of hot water for every 5 gal. (20 L) of solution required.

C. Job-Mixed Mold, Mildew, and Algae Remover: Solution prepared by mixing 2 cups (0.5 L) of tetrasodium polyphosphate (TSPP), 5 quarts (5 L) of 5 percent sodium hypochlorite (bleach), and 15 quarts (15 L) of hot water for every 5 gal. (20 L) of solution required.

D. Nonacidic Liquid Cleaner: Manufacturer's standard mildly alkaline liquid cleaner formulated for removing mold, mildew, and other organic soiling from ordinary building materials, including polished stone, brick, aluminum, plastics, and wood.

1. Product: Subject to compliance with requirements, provide one of the following:
   a. Dumond Chemicals, Inc.; Safe n' Easy Architectural Cleaner/Restorer.
   b. Price Research, Ltd.; Price Non-Acid Masonry Cleaner.
   c. ProSoCo; Enviro Klean Restoration Cleaner.

E. Mild Acidic Cleaner: Manufacturer's standard mildly acidic cleaner containing no hydrochloric, hydrofluoric, or sulfuric acid; or chlorine bleaches.

1. Products: Subject to compliance with requirements, provide one of the following:
   a. Diedrich Technologies Inc.; Envirorestore 100.
   b. Dumond Chemicals, Inc.; Safe n' Easy Heavy Duty Restoration Cleaner
   c. ProSoCo; Sure Klean Light-Duty Restoration Cleaner.

F. Acidic Cleaner: Manufacturer's standard acidic masonry restoration cleaner composed of hydrofluoric acid blended with other acids, detergents, wetting agents, and inhibitors.

1. Products: Subject to compliance with requirements, provide one of the following:
   a. American Building Restoration Products, Inc.; 801 Heavy Duty Masonry Cleaner.
   b. Diedrich Technologies Inc.; 101 Masonry Restorer or 101G Granite, Terra Cotta, and Brick Cleaner.
   c. Hydrochemical Techniques, Inc.; Hydroclean Brick, Granite, Sandstone and Terra Cotta Cleaner (HT-626).
   d. Price Research, Ltd.; Price Heavy Duty Restoration Cleaner or Price Restoration Cleaner.
   e. ProSoCo; Sure Klean Heavy-Duty Restoration Cleaner, Sure Klean 1028 Restoration Cleaner or Sure Klean Restoration Cleaner.

G. One-Part Limestone and Cast Stone Cleaner: Manufacturer's standard one-part or non-acidic formulation for cleaning limestone that does not contain hydrofluoric acid.

1. Products: Subject to compliance with requirements, provide one of the following:
   a. ProSoCo; Sure Klean Limestone Restorer.
   b. Dumond Chemicals, Inc.; Safe n' Easy Limestone Cleaner
   c. Chemique; C-13 Limestone Cleaner/Restorer

H. Two-Part Limestone Cleaner: Manufacturer's standard system consisting of potassium or sodium hydroxide based, alkaline prewash cleaner and acidic afterwash cleaner that does not contain hydrofluoric acid.

1. Products: Subject to compliance with requirements, provide one of the following:
   a. ProSoCo; Sure Klean 766 Limestone & Masonry Prewash and Afterwash
   b. Diedrich Technologies Inc.; 707X Limestone Cleaner Pre-Rinse and 707N Limestone Neutralizer After-Rinse.
   c. Price Research, Ltd.; Limestone Pre-Wash and Afterwash

PART 3 - EXECUTION

3.1 PROTECTION

A. Protect persons, motor vehicles, surrounding surfaces of building being cleaned, building site, plants, and surrounding buildings from harm resulting from masonry cleaning work.

1. Erect temporary protective covers over walkways and at points of pedestrian and vehicular entrance and exit that must remain in service during course of masonry cleaning work.

B. Comply with chemical cleaner manufacturer's written instructions for protecting building and other surfaces against damage from exposure to its products. Prevent chemical cleaning solutions from coming into contact with pedestrians, motor vehicles, landscaping, buildings, and other surfaces that could be harmed by such contact.

1. Cover adjacent surfaces with materials that are proven to resist chemical cleaners used unless chemical cleaners being used will not damage adjacent surfaces. Use materials that contain only waterproof, UV-resistant adhesives. Apply masking agents to comply with manufacturer's written instructions. Do not apply liquid masking agent to painted or porous surfaces. When no longer needed, promptly remove masking to prevent adhesive staining.
2. Keep wall wet below area being cleaned to prevent streaking from runoff.
3. Do not clean masonry during winds of sufficient force to spread cleaning solutions to unprotected surfaces.
4. Neutralize and collect alkaline and acid wastes for disposal off Owner's property.
5. Dispose of runoff from cleaning operations by legal means and in a manner that prevents soil erosion, undermining of paving and foundations, damage to landscaping, and water penetration into building interiors.

3.2 CLEANING MASONRY, GENERAL

A. Proceed with cleaning in an orderly manner; work from top to bottom of each scaffold width and from one end of each elevation to the other.

B. Select cleaning agents for their compatibility with masonry substrates being cleaned and materials to be removed from surfaces. Begin with most gentle cleaning materials and methods and progress to stronger materials and application techniques only as needed. Begin with non-acidic and alkaline cleaners before using acidic cleaners.

1. Do not use acidic cleaners on cast stone surfaces unless its use is expressly permitted by chemical cleaner manufacturer.

C. Use only those cleaning methods indicated for each masonry material and location.

1. Do not use wire brushes or brushes that are not resistant to chemical cleaner being used. Do not use plastic-bristle brushes if natural-fiber brushes will resist chemical cleaner being used.
2. Use spray equipment that provides controlled application at volume and pressure indicated, measured at spray tip. Adjust pressure and volume to ensure that cleaning methods do not damage masonry.
   a. Equip units with pressure gages.

3. For chemical cleaner spray application, use low-pressure tank or chemical pump suitable for chemical cleaner indicated, equipped with cone-shaped spray tip.
4. For water spray application, use fan-shaped spray tip that disperses water at an angle of 25 to 50 degrees.

D. Perform each cleaning method indicated in a manner that results in uniform coverage of all surfaces, including corners, moldings, and interstices, and that produces an even effect without streaking or damaging masonry surfaces.

E. Removing Plant Growth: Completely remove plant, moss, and shrub growth from masonry surfaces. Carefully remove plants, creepers, and vegetation by cutting at roots and allowing to dry as long as possible before removal. Remove loose soil and debris from open masonry joints to whatever depth they occur.

F. Water Application Methods:

1. Water Soak Application: Soak masonry surfaces by applying water continuously and uniformly to limited area for time indicated. Apply water at low pressures and low volumes in multiple fine sprays using perforated hoses or multiple spray nozzles. Erect a protective enclosure constructed of polyethylene sheeting to cover area being sprayed.
2. Spray Applications: Unless otherwise indicated, hold spray nozzle at least 6 inches (150 mm) from surface of masonry and apply water in horizontal back and forth sweeping motion, overlapping previous strokes to produce uniform coverage.

G. Chemical Cleaner Application Methods: Apply chemical cleaners to masonry surfaces to comply with chemical cleaner manufacturer's written instructions; use brush or spray application methods, at Contractor's option. Do not spray apply at pressures exceeding 50 psi (345 kPa). Do not allow chemicals to remain on surface for periods longer than those indicated or recommended by manufacturer.

H. Rinse off chemical residue and soil by working upward from bottom to top of each treated area at each stage or scaffold setting. Periodically during each rinse, test pH of rinse water running off of cleaned area to determine that chemical cleaner is completely removed.

1. Apply neutralizing agent and repeat rinse, if necessary, to produce tested pH of between 6.7 and 7.5.

I. After cleaning is complete, remove protection no longer required. Remove tape and adhesive marks.

3.3 CLEANING MASONRY

A. Cold-Water Wash: Use cold water applied by low-pressure spray.

B. Cold Water Soak:

1. Apply cold water by intermittent soaking.
2. Use perforated hoses or other means that will apply a fine water mist to entire surface being cleaned.
3. Apply water in cycles with at least 30 minutes between cycles.
4. Continue water application until surface encrustation has softened sufficiently to permit its removal by water wash, as indicated by cleaning tests.
5. Remove soil and softened surface encrustation from masonry with cold water applied by low-pressure spray.

C. Detergent Cleaning:

1. Wet masonry with cold water applied by low-pressure spray.
2. Scrub masonry with detergent solution using medium-soft brushes until soil is thoroughly dislodged and can be removed by rinsing. Use small brushes to remove soil from mortar joints and crevices. Dip brush in solution often to ensure that adequate fresh detergent is used and that masonry surface remains wet.
3. Rinse with cold water applied by low-pressure spray to remove detergent solution and soil.
4. Repeat cleaning procedure above where required to produce cleaning effect established by mockup.

D. Mold, Mildew, and Algae Removal:

1. Wet masonry with cold water applied by low-pressure spray.
2. Apply mold, mildew, and algae remover by brush.
3. Scrub masonry with medium-soft brushes until mold, mildew, and algae are thoroughly dislodged and can be removed by rinsing. Use small brushes for mortar joints and crevices. Dip brush in mold, mildew, and algae remover often to ensure that adequate fresh cleaner is used and that masonry surface remains wet.
4. Rinse with cold water applied by low-pressure spray to remove mold, mildew, and algae remover and soil.

5. Repeat cleaning procedure above where required to produce cleaning effect established by mockup.

E. Chemical Cleaning:

1. Wet masonry with cold water applied by low-pressure spray.
2. Apply cleaner to masonry by brush or low-pressure spray. Let cleaner remain on surface for period recommended by manufacturer.
3. Rinse with cold water applied by low-pressure spray to remove chemicals and soil.
4. Adjust dilution of solution, dwell time, and application procedures as required to produce cleaning effect established by mockup.

END OF SECTION

SECTION 049110 - MASONRY REPOINTING

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes repointing mortar joints in the following:

1. Brick exterior wall surfaces.
2. Cast stone sills, trim and bases.

1.2 ACTION SUBMITTALS

A. Mixes: Submit proposed mixes for each type of mortar and grout required, indicating materials and proportions to be used.

B. Product Data: For each type of product indicated. Include recommendations for application and use. Include test data substantiating that products comply with requirements.

C. Samples for Verification: Before erecting mockup, submit samples of the following:

1. Each type of pointing mortar proposed for use in the form of sample mortar strips, 6 inches (150 mm) long by 1/2 inch (13 mm) wide, set in aluminum or plastic channels. Provide samples for each mortar color required, showing the full color range expected in the finished construction
   a. Include with each sample a list of ingredients with proportions of each. Identify sources, both supplier and quarry, of each type of sand and brand names of cementitious materials and pigments if any.
   b. Make samples using the same sand and mortar ingredients to be used on Project. Label samples to indicate type and amount of colorant used.
   c. Reformulate and resubmit until match is approved by Architect.
   d. Label samples to indicate location where each different mortar mix or color is used.

1.3 INFORMATIONAL SUBMITTALS

A. Qualification Data: For repointing specialists including field supervisors.

B. Repointing Program: Provide detailed description of materials, methods, equipment, and sequence of operations to be used for each phase of repointing work including protection of surrounding materials on building and Project site.

1. Include methods for keeping pointing mortar damp during curing period.
2. If materials and methods other than those indicated are proposed for any phase of repointing work, provide a written description, including evidence of successful use on comparable projects, and a testing program to demonstrate their effectiveness for this Project.
3. Program shall include provisions for supervising performance of workers and preventing damage due to worker fatigue.

1.4 QUALITY ASSURANCE

A. Restoration Specialist Qualifications: Work must be performed by a firm having not less than five (5) years successful experience in comparable masonry repointing work including work on at least three (3) buildings listed in the National Register of Historic Places under the direction of federal and state preservation agencies in the last five years and employing personnel skilled in the installation processes and operations indicated.

1. Only skilled journeymen masons who are thoroughly trained and experienced in removal and insertion of mortar in joints of historic masonry buildings, and completely familiar with the materials and methods required shall be used for the work.
2. One skilled journeyman mason shall be present at all times during execution of the work and shall personally direct the work.
3. In acceptance or rejection of masonry repointing work, no allowance will be made for lack of skill on the part of the workmen.

B. Source Limitations: Obtain each type of material for masonry repointing work (cement, sand, etc.) from one source with resources to provide materials of consistent quality in appearance and physical properties..

C. Mockups: Before beginning masonry repointing work, prepare mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and qualities of materials and execution. Final approval of exposed mortar color and texture, mortar tooling, and mortar removal techniques will be made based on acceptance of mock-up. Prepare mockups on existing walls under same weather conditions to be expected during remainder of the Work. Build mockups to comply with the following requirements, using materials indicated for the completed Work:

1. Rake out joints in two separate areas approximately 36 inches (900 mm) high by 72 inches (1800 mm) wide for each type of repointing required and repoint one of the two areas.
2. Prepare mock-ups by demonstrating removal techniques on existing mortar joints and also insertion of pointing mortar in these joints.
3. Locate mock-ups in area of cleaned masonry where directed by Architect

4. Do not commence general repointing work until Architect's acceptance of mock-ups' visual qualities has been obtained. Reprepare panels as required to obtain such approval.
5. Cover and protect approved mock-ups until completion of all general masonry repointing work.
6. Approved mock-ups will be used as standard against which all masonry repointing work will be judged.
7. Approved mock-ups may become part of the final work upon acceptance by Architect.

D. Reference Standards: Comply with the latest editions of the following:

1. National Park Service (NPS), "National Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings."
2. National Park Service (NPS) TPS Brief 2, "Repointing Mortar Joints in Historic Masonry Buildings."

1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials to Project site in manufacturer's original and unopened containers, labeled with manufacturer's name and type of products.

B. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.

C. Store hydrated lime in manufacturer's original and unopened containers. Discard lime if containers have been damaged or have been opened for more than two days.

D. Store lime putty covered with water in sealed containers.

E. Store sand where grading and other required characteristics can be maintained and contamination avoided.

1.6 PROJECT CONDITIONS

A. Repoint mortar joints only when air temperature is between and 40 and 90 deg F (4 and 32 deg C) and is predicted to remain so for at least 7 days after completion of work.

B. Cold-Weather Requirements: Comply with the following procedures for mortar-joint pointing:

1. When air temperature is below 40 deg F (4 deg C), heat mortar ingredients and existing masonry walls to produce temperatures between 40 and 120 deg F (4 and 49 deg C).

2. When mean daily air temperature is below 40 deg F (4 deg C), provide enclosure and heat to maintain temperatures above 32 deg F (0 deg C) within the enclosure for 7 days after repair and pointing.

C. Hot-Weather Requirements: Protect mortar-joint pointing when temperature and humidity conditions produce excessive evaporation of water from mortar materials. Provide artificial shade and wind breaks and use cooled materials as required. Do not apply mortar to substrates with temperatures of 90 deg F (32 deg C) and above.

D. Do not remove mortar from more than 25 square feet of contiguous wall area at any one time before repointing, as structural integrity of existing wall may be compromised.

1.7 SEQUENCING AND SCHEDULING

A. Do not proceed with preparation of mortar samples or mock-ups until masonry has been cleaned to ensure repointing mortar matches color and texture of original cleaned mortar.

B. Coordinate masonry pointing work with other masonry work of Division 04 to ensure proper completion of all masonry work.

PART 2 - PRODUCTS

2.1 MORTAR MATERIALS

A. Portland Cement: ASTM C 150, Type I or Type II.

1. Provide white cement containing not more than 0.60 percent total alkali when tested according to ASTM C 114.

B. Hydrated Lime: ASTM C 207, Type S.

C. Quicklime: ASTM C 5, pulverized lime.

D. Factory-Prepared Lime Putty: Screened, fully-slaked lime putty, prepared from pulverized lime complying with ASTM C 5.

E. Mortar Sand: ASTM C 144, unless otherwise indicated.

1. Color: Provide natural sand or ground marble, granite, or other sound stone; of color necessary to produce required mortar color.
2. For pointing mortar, provide sand with rounded edges.
3. Match size, texture, and gradation of existing mortar sand as closely as possible. Blend several sands, if necessary, to achieve suitable match.

F. Mortar Pigments: Natural and synthetic iron oxides, compounded for mortar mixes. Use only pigments with a record of satisfactory performance in masonry mortars.

G. Water: Potable.

2.2 MORTAR MIXES

A. General: Provide mortar in color, texture and formulation to match existing pointing mortar for each different location on building. Up to two mixes may be required for each building where repointing work occurs; one for brickwork and one for cast stone.

B. Preparing Lime Putty: Slake quicklime and prepare lime putty according to appendix to ASTM C 5 and manufacturer's written instructions.

C. Measurement and Mixing: Measure cementitious materials and sand in a dry condition by volume or equivalent weight. Do not measure by shovel; use known measure. Mix materials in a clean, mechanical batch mixer.

1. Mixing Pointing Mortar: Thoroughly mix cementitious materials and sand together before adding any water. Then mix again adding only enough water to produce a damp, unworkable mix that will retain its form when pressed into a ball. Maintain mortar in this dampened condition for 15 to 30 minutes. Add remaining water in small portions until mortar reaches desired consistency. Use mortar within one hour of final mixing; do not retemper or use partially hardened material.

D. Colored Mortar: Produce mortar of color to match existing by using selected ingredients. Do not alter specified proportions without Architect's approval.

1. Use naturally colored aggregates to produce required mortar color to greatest extent possible, before adding pigments.
2. Pigments: Where mortar pigments are used, do not exceed a pigment-to-cement ratio of 1:10 by weight.

E. Do not use admixtures of any kind in mortar, unless otherwise indicated.

F. Mortar Proportions: Mix mortar materials in the following proportions:

1. Pointing Mortar: 1 part portland cement, 1 part hydrated lime, and 6 parts of sand; meeting ASTM C270 Type N.
2. Basis of Design Mortar Mix: Glen-Gery Color Mortar Blend, or equal.

PART 3 - EXECUTION

3.1 PROTECTION

A. Protect persons, motor vehicles, surrounding surfaces of building being repointed, building site, plants, and surrounding buildings from harm resulting from masonry repointing work.

1. Erect temporary protective covers over walkways and at points of pedestrian and vehicular entrance and exit that must remain in service during course of repointing work.

B. Prevent mortar from staining face of surrounding masonry and other surfaces.

1. Cover sills, ledges, and projections to protect from mortar droppings.
2. Keep wall area wet below repointing work to discourage mortar from adhering.
3. Immediately remove mortar in contact with exposed masonry and other surfaces.
4. Clean mortar splatters from scaffolding at end of each day

3.2 REPOINTING MASONRY

A. Rake out and repoint mortar joints to the following extent:

1. Joints where mortar is missing or where they contain holes.
2. Cracked joints where cracks can be penetrated at least 1/4 inch (6 mm) by a knife blade 0.027 inch (0.7 mm) thick.
3. Cracked joints where cracks are 1/8 inch (3 mm) or more in width and of any depth.
4. Joints where they sound hollow when tapped by metal object.
5. Joints where they are worn back 1/4 inch (6 mm) or more from surface.
6. Joints where they are deteriorated to point that mortar can be easily removed by hand.
7. Joints, other than those indicated as sealant-filled joints, where they have been filled with substances other than mortar.
8. Joints filled with sealant, to the extent and in the locations indicated on Drawings.

B. Do not rake out and repoint joints where not required.

C. Rake out joints as follows:

1. Remove mortar from joints to depth of 2 to 2-1/2 times the height of the joint, but not less than that required to expose sound, unweathered mortar.
2. Remove mortar from masonry surfaces within raked-out joints to provide reveals with square backs and to expose masonry for contact with pointing mortar. Brush, vacuum, or flush joints to remove dirt and loose debris.
3. Do not spall edges of masonry units or widen joints. Replace or patch damaged masonry units as directed by Architect.
4. Hand tools or professional pneumatic stone cutting tools specially designed for mortar removal and masonry restoration (manufactured by Trow & Holden Co.,

Barre, Vt. or equal) only shall be used for removal of mortar. Only chisels narrower than the joints shall be used.

5. When permitted by Architect, and based on acceptance of mock-up techniques for repointing brickwork, saw cutting down the center of the bed joint in brickwork prior to hand tool use may be performed.
6. No other power tools will be permitted during this procedure.

D. Notify Architect of unforeseen detrimental conditions including voids in mortar joints, cracks, loose masonry units, rotted wood, rusted metal, and other deteriorated items.

E. Point joints as follows:

1. Rinse masonry-joint surfaces with water to remove dust and mortar particles. Time rinsing application so, at time of pointing, joint surfaces are damp but free of standing water. If rinse water dries, dampen masonry-joint surfaces before pointing.
2. Apply pointing mortar first to areas where existing mortar was removed to depths greater than surrounding areas. Apply in layers not greater than 3/8 inch (9 mm) until a uniform depth is formed. Fully compact each layer thoroughly and allow it to become thumbprint hard before applying next layer.
3. After low areas have been filled to same depth as remaining joints, point all joints by placing mortar in layers not greater than 3/8 inch (9 mm). Fully compact each layer and allow to become thumbprint hard before applying next layer. Where existing masonry units have worn or rounded edges, slightly recess finished mortar surface below face of masonry to avoid widened joint faces. Take care not to spread mortar over edges onto exposed masonry surfaces or to featheredge mortar.
4. When mortar is thumbprint hard, tool joints to match original appearance of joints. Remove excess mortar from edge of joint by brushing.

F. Cure mortar by maintaining in thoroughly damp condition for at least 72 hours including weekends and holidays.

1. Acceptable curing methods include covering with wet burlap and plastic sheeting, periodic hand misting, and periodic mist spraying using system of pipes, mist heads, and timers.
2. Adjust curing methods to ensure that pointing mortar is damp throughout its depth without eroding surface mortar.

G. Where repointing work precedes cleaning of existing masonry, allow mortar to harden at least 30 days before beginning cleaning work.

3.3 FINAL CLEANING

A. After mortar has fully hardened, thoroughly clean exposed masonry surfaces of excess mortar and foreign matter; use wood scrapers, stiff-nylon or -fiber brushes, and clean water, spray applied at low pressure.

1. Do not use metal scrapers or brushes.
2. Do not use acidic or alkaline cleaners.

B. Wash adjacent woodwork, glass and other nonmasonry surfaces. Use detergent and soft brushes or cloths.

END OF SECTION 049110

SECTION 049120 - MASONRY RESTORATION

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes:

1. Repairing cast stone with patching material.
2. Repairing and filling cracks in cast stone.

B. Related Sections Include the Following:

1. Division 04 Section “Masonry Maintenance” for masonry repair and restoration work at the roof.
2. Division 04 Section “Masonry Cleaning” for cleaning masonry facades.
3. Division 07 Section "Joint Sealants" for sealing joints in restored masonry.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product indicated. Include recommendations for application and use. Include test data substantiating that products comply with requirements.

B. Shop Drawings: Indicating patching and repair procedures for masonry elements.

1. Include plans, elevations, sections, details and locations of each type of masonry repair work to be performed on the structure.
2. Show location of each type of repair required, keyed to elevation drawings of building facade.

C. Samples for Verification: Before erecting mockup, submit samples of the following:

1. Each type of masonry patching compound in the form of briquettes, at least 3 inches long by 1-1/2 inches wide. Document each sample with manufacturer and stock number or other information necessary to order additional material.

1.3 INFORMATIONAL SUBMITTALS

A. Qualification Data: For restoration specialists.

B. Restoration Program: For each phase of restoration process, provide detailed description of materials, methods, equipment, and sequence of operations to be used for each phase

of restoration work including protection of surrounding materials on building and Project site.

1. If materials and methods other than those indicated are proposed for any phase of restoration work, provide a written description, including evidence of successful use on comparable projects, and a testing program to demonstrate their effectiveness for this Project.

1.4 QUALITY ASSURANCE

A. Restoration Specialist Qualifications: Work must be performed by a firm having not less than five (5) years successful experience in comparable masonry restoration work including work on at least three (3) buildings listed in the National Register of Historic Places under the direction of federal and state preservation agencies in the last five years and employing personnel skilled in the installation processes and operations indicated.

1. Only skilled journeymen masons who are thoroughly trained and experienced in performing masonry restoration work and installing patching and crack filling in masonry in existing construction, and completely familiar with the materials and methods required, shall be used for the work.
2. One skilled journeyman mason shall be present at all times during execution of the work and shall personally direct the work.
3. In acceptance or rejection of masonry restoration work, no allowance will be made for lack of skill on the part of the workmen
4. When masonry units are being patched, assign at least one worker among those performing patching work who is trained and certified by manufacturer of patching compound to apply its products.

B. Source Limitations: Obtain each type of material for masonry restoration from one source with resources to provide materials of consistent quality in appearance and physical properties.

C. Mockups: Before beginning masonry restoration work, build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and qualities of materials and execution. Final approval of color, texture and appearance of masonry patching and crack repair work will be made based on acceptance of mock-up. Build mockups to comply with the following requirements, using materials indicated for the completed Work:

1. Locate mockups where designated by Architect.
2. Prepare mockups on existing walls under same weather conditions to be expected during remainder of the Work.
3. Masonry Patching: Patch three small areas at least 1-inch in diameter for each type of masonry material indicated to be patched.
4. Crack Filling: Perform crack filling repairs on one cast stone unit, in minimum 6" long

by full width of stone unit.

5. Remove and reprepare mock-ups until Architect's approval has been obtained.
6. Protect accepted mockups from the elements with weather-resistant membrane.
7. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless such deviations are specifically approved by Architect in writing.
8. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

D. Reference Standards: Comply with the latest editions of National Park Service (NPS), "National Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings."

1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials to Project site in manufacturer's original and unopened containers, labeled with manufacturer's name and type of products.

B. Store materials on elevated platforms, under cover, and in a dry location. Do not use materials that have become damp.

1.6 PROJECT CONDITIONS

A. Repair masonry only when air temperature is between and 40 and 90 deg F (4 and 32 deg C) and is predicted to remain so for at least 7 days after completion of work.

B. Cold-Weather Requirements: Comply with the following procedures for masonry repair:

1. When air temperature is below 40 deg F (4 deg C), heat masonry repair materials, and existing masonry walls to produce temperatures between 40 and 120 deg F (4 and 49 deg C).
2. When mean daily air temperature is below 40 deg F (4 deg C), provide enclosure and heat to maintain temperatures above 32 deg F (0 deg C) within the enclosure for 7 days after repair.

C. Hot-Weather Requirements: Protect masonry repair when temperature and humidity conditions produce excessive evaporation of water from repair materials. Provide artificial shade and wind breaks and use cooled materials as required. Do not apply to substrates with temperatures of 90 deg F (32 deg C) and above.

D. Patch masonry only when air and surface temperatures are between and 55 and 100 deg F (13 and 38 deg C) and are predicted to remain above 55 deg F (13 deg C) for at least 7 days after completion of work. On days when air temperature is predicted to go above 90 deg F (32 deg C), schedule patching work to coincide with time that surface being patched will be in shade or during cooler morning hours.

E. For manufactured repair materials, perform work within the environmental limits set by each manufacturer.

1.7 SEQUENCING AND SCHEDULING

A. Perform masonry restoration work in the following sequence, unless otherwise indicated or approved:

1. Clean existing masonry.
2. Repair existing masonry, and replace existing masonry with new masonry materials.
3. Rake out joints that are to be repointed.
4. Point mortar joints.

B. As scaffolding is removed, patch anchor holes used to attach scaffolding.

PART 2 - PRODUCTS

2.1 REPAIR AND PATCHING MATERIALS

A. Masonry Patching Compound: Factory-mixed cementitious product that is custom manufactured for patching masonry of types included in the Work, is vapor- and water permeable, exhibits low shrinkage, and develops high bond strength to all types of masonry.

1. Formulate patching compound used for patching masonry in colors and textures to match each type of existing masonry being patched, after cleaning has occurred.
2. Available Products:
   a. Cathedral Stone Products, Inc.; Jahn Restoration Mortar M90 Concrete and Cast Stone.
   b. Conproco Corp., Matrix, select components for materials being patched.
   c. Edison Coatings, Inc.; Custom System 45, select components for materials being patched.
   d. US Heritage Group; Heritage Repair Mortar, select components for materials being patched.

PART 3 - EXECUTION

3.1 PROTECTION

A. Protect persons, motor vehicles, surrounding surfaces of building being restored, building site, plants, and surrounding buildings from harm resulting from masonry restoration work.

1. Erect temporary protective covers over walkways and at points of pedestrian and vehicular entrance and exit that must remain in service during course of restoration and cleaning work.

B. Prevent patching mortar from staining face of surrounding masonry and other surfaces.

3.2 PREPARATION

A. Remove sealant and inappropriate patching material from existing cracks and voids where indicated on the Drawings. Remove material carefully to avoid spalling or cracking masonry.

B. Clean out cracks with compressed air and water. Remove dirt and organic matter, loose material, sealants, and failed crack repair materials.

3.3 MASONRY UNIT PATCHING

A. Patch the following masonry units:

1. Units indicated to be patched.
2. Units with holes.
3. Units with chipped edges or corners.
4. Units with small areas of deep deterioration.
5. Units with spalls and delaminating surfaces.

B. Remove and replace all existing patches, unless otherwise indicated or approved by Architect.

C. Patching Masonry:

1. Remove loose material from surface. Remove additional material so patch will not have feathered edges and will be at least 1/4 inch (6 mm) thick, but not less than recommended by patching compound manufacturer.
2. Rout out cracks to sound stone, minimum ½" deep.
3. Mask or remove surrounding mortar joints if patch will extend to edge of masonry unit.
4. Mix patching compound in individual batches to match each unit being patched. Combine one or more colors of patching compound, as needed, to produce exact match.
5. Rinse surface to be patched and leave damp, but without standing water.
6. Brush-coat surfaces with slurry coat of patching compound according to manufacturer's written instructions.
7. Place patching compound in layers as recommended by patching compound manufacturer, but not less than 1/4 inch (6 mm) or more than 2 inches (50 mm) thick. Roughen surface of each layer to provide a key for next layer.

8. Trowel, scrape, or carve surface of patch to match texture and surface plane of surrounding masonry. Shape and finish surface before or after curing, as determined by testing, to best match existing masonry unit.
9. Keep each layer damp for 72 hours or until patching compound has set.

3.4 FIELD QUALITY CONTROL

A. Inspectors: Owner may engage qualified independent inspectors to perform inspections and prepare test reports. Allow inspectors use of lift devices and scaffolding, as needed, to perform inspections.

B. Notify inspectors in advance of times when lift devices and scaffolding will be relocated. Do not relocate lift devices and scaffolding until inspectors have had reasonable opportunity to make inspections of work areas at lift device or scaffold location.

END OF SECTION 049120

SECTION 061000 ROOF CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Applicable provisions of the Conditions of the Contract and Division 1, General Requirements, govern work in this Section.

1.2 DESCRIPTION OF WORK

A. All plant, labor, materials, equipment, testing and services necessary to complete the work shown on the drawings, schedules and notes, as specified herein, and as may be required by conditions and authorities having jurisdiction, including, but not limited to, the following:

1. Roof related wood nailers, blocking, shims, plywood, soffits and fascia boards.

2. Light gauge metal curb framing.

3. Re-secure existing roof related blocking; remove and separate multiple layers of blocking, and secure each layer individually if necessary.

4. Rehabilitate and paint the cupola om roof Area B at the Middle School. Note that the cupola is not illustrated in the drawings; each contractor must visit the site and view the cupola to determine the work needed.

    a. Scrape and remove loose and peeling paint.
    b. Remove and replace rotted and deteriorated wood components with new clear white pine wood; prime and back-prime new wood.
    c. Fill voids where paint was removed, and any gaps in the wood trim, with exterior spackle to create smooth uniform surfaces.
    d. Sand the spackle smooth, then spot prime the spackle.
    e. Prime the entire cupola.
    f. Install two finish coats of paint on the entire cupola.
    g. Install a new weather vane; include an allowance of $1,500 to purchase the weather vane, a 3/4 inch stainless steel rod and internal mounting brackets – weathervane style to be selected.

1.3 RELATED WORK SPECIFIED ELSEWHERE – Entire Project Specification with specific reference to those sections noted above and as follows:

A.	Masonry Maintenance	- Section 040100
B.	EPDM Roofing	- Section 075323
C.	PVC Roofing	- Section 075419
D.	Sheet Metal Flashing & Specialties	- Section 076200
E.	Roof Accessories	- Section 077200

1.4 QUALITY ASSURANCE

A. Installer Qualifications:

1. A firm (Installer) with at least 5 continuous years experience performing work similar to that required for this project, employing personnel skilled in the work specified.

    a. The Installer shall directly employ the personnel performing the work of this section.

    b. The Installer shall have a 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.

        1. Submit the supervisor’s resume upon request.

2. The Installer shall provide a reference list of at least three previously completed projects of comparable size and similar design, within fifty miles 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. Submit the reference list upon request.

B. Material Quality: Obtain each type of material from a single source to ensure consistent quality, color, pattern, and texture.

C. Pre-Construction: Attend the pre-construction meeting and discuss how and when carpentry work will be performed and coordinated with other work, and how the building will be kept watertight as work occurs.

1.5 SUBMITTALS

A. Submit the following items far enough in advance to obtain approval prior to performing any work on site:

1. A pre-work site and building inspection report with photos, to document conditions before work starts on site.

2. Manufacturer's technical literature for all material, to identify the product and manufacturer.

3. Test reports and certifications substantiating compliance with specification requirements if requested by the Architect.

4. 2 foot long on-site samples which show the size, shape, configuration and method of fastening for all wood blocking assemblies, and which show how the blocking assemblies will relate to and fit on adjoining work.

B. Simultaneously provide all roof related submittals needed for this project, for all technical sections, collated by section. Incomplete and incorrect submittals will not be reviewed.

1. Submittals shall be prepared and made by the firm that will perform the actual work.
2. Provide electronic submittals via an on-line submittal exchange program if one is established for this project; if an on-line program isn't established, provide the submittals on portable USB drives in pdf format, organized in folders by Section.

a. Do not send technical submittals via email.
b. Do not include Safety Data Sheets with the technical submittals.

C. 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.

D. Payment requisitions will not be processed until all submittals are received and approved.

1.6 DELIVERY, STORAGE AND HANDLING

A. Deliver and store materials dry at all times. Cover with tarps and protect against exposure to weather and contact with damp or wet surfaces.

B. Do not overload the structure when storing material on the roof.

C. Protect roof surfaces where material and equipment are placed on them, and where construction traffic occurs, with 6 mil fire retardant polyethylene, covered with 1-1/2 inch thick foam insulation, overlaid with 2 by 10 wooden planks.

1.7 GUARANTEE

A. Provide a written Contractor's Guarantee which guaranties that all work will remain free of material and workmanship defects and in a watertight condition for five years beginning upon Final Completion:

1. Defects include but are not limited to the following: leakage, delamination, lifting, loosening, splitting, cracking, joint separation and movement.

2. Make the repairs and modifications necessary to enable the work to perform as guaranteed at his own expense:

3. Guarantee coverage shall include removing and replacing items installed as part of the original work, if removal is needed to make repairs.

B. Provide one Guarantee that covers “all work performed” when a single contractor is awarded work specified in multiple Sections.

C. The Guarantee shall take effect no more than 30 days before the satisfactory completion of all punch list work.

D. The Contractor’s Surety Company may add a rider to the Performance Bond which clarifies that Performance 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. WOOD, including shims, nailers, blocking, furring and similar members, in the sizes indicated, worked into the shapes shown, and as follows:

1. Lumber: Douglas Fir dimension lumber, free of large knots and other imperfections.

2. Plywood: Exterior grade APA rated Type CDX underlayment plywood.

3. Beveled Siding: Utility grade cedar, redwood, or synthetic siding, 1/2 inch by 6 inches and 3/4 inch by 10 inches wide, tapered to 1/8 inch thick.

4. Clear White Pine: cupola siding and trim boards, cut and machined to match the sizes and profiles of the deteriorated components being replaced.

B. METAL, for roof curbs, including light gauge metal channel and stud sections factory formed of minimum 23 gauge cold rolled galvanized steel.

C. PAINT, exterior alkyd based primer, and exterior alkyd based paint – colors to be selected. Sherwin Williams or equal

1. Tint the primer and first finish coat slightly off, to enable visual confirmation that all three coats of paint were installed.

2.2 FASTENERS

A. Hot dipped galvanized steel, stainless steel, or steel covered with a proprietary rust inhibiting coating.

1. Do not use un-coated steel nails. Remove and replace carpentry components installed with un-coated steel nails.

B. Use screws wherever possible, minimum size diameter #12. If nails are used, they shall be annular ring shank type.

1. Do not use dry wall screws to secure wood blocking assemblies. Remove and replace carpentry components installed with drywall screws.

2.3 CARPENTRY ACCESSORIES

A. Gypsum board & related accessories: 5/8 inch thick Type X Firecode gypsum board, galvanized drywall screws, asbestos free factory pre-mixed joint compound, joint tape, and galvanized steel J, L and corner beads.

B. Fiberglass batt insulation: un-faced fiberglass insulation, minimum thickness 6 inches, and as needed to fill the expansion joints.

C. Rockwool batt insulation: un-faced blown fiber insulation, minimum thickness 6 inches, and as needed to fill the expansion joints.

D. Spackle, exterior rated non-shrink spackle compound, Sherwin Williams C70 or equal.

PART 3 - EXECUTION

3.1 INSTALLATION – GENERAL

A. Coordinate carpentry work with the installation of the roofing system, insulation, flashings, and other similar items.

B. Shim and set carpentry work plumb and true, except provide slope at the top surfaces of horizontal members as indicated.

C. Stagger joints in built up assemblies at least 2 feet to obtain maximum strength. Provide the shapes needed and adjust wood blocking to suit the existing conditions and achieve full bearing and secure attachment. Discard defective material, and pieces which are too small, and fabricate the work with a minimum of joints and an optimum joint arrangement.

D. Securely attach carpentry work to resist a force of 275 pounds per lineal foot in any direction. Countersink all fasteners flush unless otherwise shown.

E. Space fasteners to achieve adequate holding power, and generally 12 inches apart.

1. Space nails in wood blocking 8 inches apart.
2. Install two rows of fasteners on blocking wider than 5 inches.

F. Fit carpentry work neatly scribed and cut to fit within 1/8 inch of adjoining materials. Position furring, nailers, blocking, shims and similar supports for the proper attachment of subsequent work.

G. Fasten wood blocking to underlying steel members at gypsum and structural wood fiber deck areas, with self tapping screws. Pre-drill holes in the steel members or utilize self drilling/tapping screws.

H. Fasten wood and metal blocking assemblies to metal decks with #12 screws.

I. Fasten wood and metal blocking assemblies to concrete decks and masonry walls with 1/4 inch diameter Spike or Drive fasteners. Pre-drill the holes.

3.2 CUPOLA REHABILITATION

A. Scrape and remove all loose and peeling paint. Utilize drop clothes and HEPA vacuums to collect and dispose of the paint chips.

B. Install spackle to fill and level voids where paint was removed.

C. Remove and replace rotted and deteriorated wood components.

D. Back prime new wood before installation; spot prime the spackle and new wood after installation.

E. Install two finish coats of paint. Colors to be selected.

F. Install a new weather vane, supported with a 3/4 inch diameter stainless steel rod, secured to brackets mounted within the cupola.

3.3 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 other work on site.

B. The Owner will conduct a similar inspection at the completion of the work, and the Contractor will be charged for all leaks and damage that weren't 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. Clean up all litter, refuse, rubbish, scrap materials and debris at least twice a day; at noon and at the end of the work day, so the roof and site are neat, orderly and workmanlike. Place the debris in a dumpster, and remove the dumpster from the site as soon as it is full or no longer being used.

F. Carefully and thoroughly clean the entire roof to remove all residual debris when all 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 075323 EPDM ROOFING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Applicable provisions of the Conditions of the Contract and Division 1, General Requirements, govern work in this Section.

1.2 DESCRIPTION OF WORK

A. All plant, labor, materials, equipment, testing and services necessary to complete the work shown on the drawings, schedules, and keynotes, as specified, and as may be required by conditions and authorities having jurisdiction, including, but not limited to, the following:

1. Inspect the underside of the roof deck before starting work, and periodically each day as work occurs, to determine if there are conduits, pipes, ceiling hangers or fixtures next to the deck or fastened to the deck that could be affected as roof work occurs.

    a. Perform roof work so any conduits, pipes, ceiling hangers or fixtures are not disturbed.

    b. Replace and reset any conduits, pipes, ceiling hangers or fixtures that are affected by the work.

2. Remove and dispose of the existing roof – but leave the insulation in place.

    a. Replace wet or otherwise deteriorated sections of existing insulation, with new isocyanurate insulation, on a Unit Price basis.

    b. Include 2,000 square feet of insulation replacement at the Carrie Tompkins Elementary School in the Base Bid; more or less insulation replacement will be charged or credited to the District in accordance with the Unit Price.

3. Install a new fully adhered unreinforced 60 mil thick EPDM roofing system, including additional isocyanurate insulation, a gypsum cover board, flashings, stripping and related accessories.

4. Provide any miscellaneous mechanical, electrical, hoisting and other work needed, and remove, adjust, modify, reset and reconnect all roof-mounted and roof-penetrating equipment.

5. Install new flashings at the roof drains, and all roof-mounted and roof-penetrating equipment.

6. Protect new and existing roof surfaces where material and equipment are placed on them, and where construction traffic occurs, with 6 mil fire retardant polyethylene covered with 1-1/2 inch thick foam insulation, overlaid with 2 by 10 wooden planks.

1.3 RELATED WORK SPECIFIED ELSEWHERE – Entire Project Specification with specific reference to those sections noted above and as follows:

A. Masonry Maintenance - Section 040100
B. Roof Carpentry - Section 061000
C. Sheet Metal Flashing & Specialties - Section 076200
D. Roof Accessories - Section 077200

1.4 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, which includes by reference the New York State Energy Conservation Code.

2. Underwriters Laboratories Inc. Class A External Fire Rating for roof assemblies tested in accordance with ASTM E 108 or UL 790.

3. Underwriters Laboratories Inc. Standard 1256 for roof assemblies with foam insulation.

4. Minimum wind uplift pressure calculated using ASCE 7 and a safety factor of 2:
   a. Field Zone: 90 psf
   b. Perimeter Zones: 135 psf
   c. Corner Zone: 180 psf

B. Provide written certification from the roof material Manufacturer, before beginning work, to confirm the roofing system meets these requirements.

1.5 QUALITY ASSURANCE

A. Installer Qualifications:

1. A firm (Installer) with at least 5 continuous years experience performing work similar to that required for this project, employing personnel skilled in the work specified.

   a. The Installer shall directly employ the personnel performing the work of this section.

b. The Installer shall have a 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.

1. Submit the supervisor's resume upon request.

2. The Installer shall provide a reference list of at least three previously completed projects of comparable size and similar design within fifty miles 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. Submit the reference list upon request.

3. 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 insulation, cover board, roofing, flashing, 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.

C. Material Quality: Obtain each type of material from a single source to ensure consistent quality, color, pattern, and texture.

1.6 PRE-CONSTRUCTION

A. 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 the insulation, cover board, flashings and roof will be installed to make a watertight assembly.

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.

1.7 SUBMITTALS

A. Submit the following items far enough in advance to obtain approval prior to performing any work on site:

1. A pre-work site and building inspection report with photos to document conditions before work starts.
2. Written certification from the Manufacturer which states that the Installer is acceptable or licensed to install the specified roofing; if not previously provided.
3. Manufacturer's technical literature for all materials.
4. Samples of the Contractor’s Guarantee and Manufacturer’s warranty forms.
5. Test reports and certifications substantiating compliance with specification requirements if requested by the Architect.

B. Simultaneously provide all roof related submittals needed for this project, for all technical sections, collated by section. Incomplete submittals will not be reviewed.

1. Submittals shall be prepared and made by the firm that will perform the actual work.

2. Provide electronic submittals via an on-line submittal exchange program if one is established for this project; if an on-line program isn't established, provide the submittals on portable USB drives in pdf format, organized in folders by Section.

a. Do not make submittals via email
b. Do not include Safety Data Sheets with the technical submittals.

C. 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.

D. Payment requisitions will not be processed until all submittals are received and approved.

1.8 JOB CONDITIONS (CAUTIONS & WARNINGS)

A. Do not use oil or solvent based roof cement with EPDM roofing. Do not allow waste products, (petroleum grease or oil, solvents, vegetable or mineral oil, animal fat) or direct steam venting to come in contact with any roofing, insulation or flashing product.

Do not expose EPDM roofing and accessories to a temperature in excess of 175 degrees Fahrenheit.

B. Splice cleaner, primer, cements and bonding adhesives are flammable. Do not breathe vapors or use near fire or flame or in a confined or unventilated area. Dispense only from a UL listed safety can or the Manufacturer's original container.

C. Remove empty adhesive, cleaner and solvent containers and contaminated rags from the roof and legally dispose of them daily.

D. Do not apply primer, cleaners or adhesives next to ventilation system louvers or windows. Temporarily cover the louvers and windows with 6 mil fire retardant polyethylene and prevent odors from entering the building. Remove temporary covers at the end of each day's work.

1.9 DELIVERY, STORAGE AND HANDLING

A. Deliver and apply all materials before the Manufacturer's expiration dates, printed on the product labels.

B. Deliver material to the site in the Manufacturer's original and unopened packaging, with intact and legible labels which identify the products and Manufacturers,

C. Cover all stored materials, except rolls of EPDM and sealed cans of adhesives, with watertight tarpaulins installed immediately upon delivery.

D. Immediately remove insulation which gets wet from the job site.

E. Store and install all material within the Manufacturer's recommended temperature range.

F. Do not overload the structure when storing materials on the roof.

G. Protect new and existing roof surfaces where material and equipment are placed on them, and where construction traffic occurs, with 6 mil fire retardant polyethylene, covered with 1-1/2 inch thick foam insulation, overlaid with 2 by 10 wooden planks.

1.10 GUARANTEE AND WARRANTY

A. Provide a written Manufacturer's Full System Warranty which warrants that the roofing system, including the insulation, cover board, EPDM roofing and flashings, will remain in a watertight condition for twenty years beginning upon Final Completion.

1. Guarantee coverage shall remain in effect for gust wind speeds up to 72 miles per hour, measured at ground level at the site.

2. Guarantee coverage shall have no dollar value limit.

B. Provide a written Contractor's Guarantee which guaranties that all work will remain free of material and workmanship defects and in a watertight condition for five years beginning upon Final Completion:

1. Defects include but are not limited to the following: leakage, adhesive separation, delamination, lifting, loosening, splitting, cracking, joint separation, movement and undue expansion or shrinkage.

2. Make the repairs and modifications necessary to enable the work to perform as guaranteed.

3. Guarantee coverage shall include removing and replacing materials installed as part of the original work, if removal is needed to affect guaranteed repairs.

4. Guarantee coverage shall remain in effect for gust wind speeds up to 72 miles per hour, measured at ground level at the site.

5. Guarantee coverage shall have no dollar value limit.

6. The Contractor’s Surety Company may add a rider to the Performance Bond which clarifies that Performance Bond Coverage expires two years after Final Completion; i.e., Performance Bond Coverage does not run for the five year term of the Contractor’s Guarantee.

C. Provide one Contractor’s Guarantee that covers “all work performed” when a single contractor is awarded work specified in multiple Sections.

D. The Manufacturer’s Warranty and Contractors Guarantee shall take effect no more than 30 days before the completion of all punch list work.

E. Guarantee and 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.

1. Guarantee and 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.

1.11 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, numbers of years in business, and stability of the entity that will issue the warranty.

3. A reference list of at least five completed similar projects of comparable size, with a successful functional history of at least five years, within approximately fifty miles of the Project.

4. Technical aspects of the system, especially relating to durability, serviceability and performance.

5. The Manufacturer's ability and history providing technical support, on-site inspections and in progress assistance.

6. The availability and experience 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 Consultant's involved in this project.

PART 2 - PRODUCTS

2.1 GENERAL

A. EPDM roof system components are specified as products of Firestone Building Products Company to establish a basis of design standard of quality. Equal products and systems from Johns Manville and Carlisle SynTec will be accepted.

B. Primary products required for this project include:

1. Roof insulation
2. Cover board
3. EPDM roofing
4. Primers and adhesives
5. Sealants
6. EPDM flashing
7. Fasteners

2.2 EPDM

1. Unreinforced 60 mils thick, fire retardant, EPDM (Ethylene Propylene Diene Monomer) sheet membrane conforming to the following minimum physical properties.

PROPERTY	TEST METHOD	SPECIFICATION
Color	—	Gray/Black
Tensile Strength	ASTM D-412	1305 psi min.
Elongation	ASTM D-412	300% min
Tear Strength	ASTM D-624	150 lb/in min
Ozone Resistance	ASTM D-1149	No cracks, 7 days/100

		pphm/100ºF/50% strain
Heat Aging	ASTM D-573	1200 psi min@ 200% elongation/4 wks/240ºF
Brittleness Temperature	ASTM D-746	-49ºF
Water Vapor Permanence	ASTM E-96	2.0 perm max
Thickness	ASTM D-412	60 mils plus/minus 6 mils
Fire Retardant		UL Class A

2.3 RELATED MATERIALS

A. Cleaners, adhesives, sealants, caulking and fasteners furnished by the EPDM system Manufacturer, that comply with low VOC regulations in effect at the time of application.

1. Stripping: 90 mil thick 5 inch and 9 inch wide self adhering flashing, consisting of 45 mils of semi-cured EPDM factory laminated to 45 mils of cured seaming tape.

2. Bonding Adhesive: High strength contact adhesive.

3. Splice Adhesive: High strength synthetic polymer based contact cement formulated specifically to splice EPDM sheets.

4. Lap Sealant: EPDM rubber based gun grade sealant.

5. Water Block Seal: One component low viscosity butyl rubber sealant.

6. Pre-Molded Pipe Flashing: Pressure sensitive prefabricated flashings with pre-applied adhesive.

7. Pourable Sealer: Two component, solvent free polyurethane based sealant.

8. Reinforced Perimeter Fastening Strips: .030 inch thick reinforced cured EPDM.

9. Seam Tape Primer: Synthetic rubber polymer based primer designed to clean and prime seam tape spice areas prior to installing the tape.

10. Seam Splice Tape: Nominal 30 mil thick cured polymer self adhesive tape with release paper carrier, 6 inches wide.

11. Plates and Bars: Galvanized and corrosion resistant specialty products.

12. Fasteners: #14 Fluorocarbon polymer coated heavy duty screws.

B. Insulation: Flat and tapered rigid cellular polyisocyanurate boards with fibrous felt/fiberglass mat facers, minimum compressive strength 20 psi, meeting ASTM C1289-01, Type II, Class1, Grade 2, as manufactured by Firestone under the trade name of “ISO 95+ Isocyanurate Insulation”. Minimum thickness as shown on the roof plan.

1. Tapered insulation sloping 1/8 inch per foot.
2. Crickets sloping 1/4 inch per foot.

C. Tapered edge strips – high density isocyanurate or wood fiberboard strips installed at the drain sumps, and insulation transition points.

D. Cover Board: 1/4 inch thick fire resistant gypsum board decking with inorganic glass mat facers and a water resistant core, formulated in 48 x 48 inch square edge boards, UL Class A, meeting ASTM C-1177, manufactured under the trade name Dens-Deck Prime.

E. Insulation adhesive: Two component low rise polyurethane foam adhesive, installed with a mixing extruding Pace Cart dispenser, or with a pleural heated foam rig, Firestone I.S.O. Adhesive.

1. Use insulation adhesive suitable for application at the intended application temperatures.
2. Do not use twin cartridge “caulking gun” adhesive except on very small isolated sections of roof.

PART 3 - EXECUTION

3.1 GENERAL

A. Install 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 by the drawings and specifications.

B. Perform work next to roof mounted mechanical equipment, so the work coincides with equipment shutdown periods and does not affect building occupants. Temporarily cover and protect equipment 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 covers as soon as the work is complete and at the end of each workday.

C. Clean substrate surfaces of all laitance, dirt, oil, grease or other foreign matter.

D. Remove all debris from within the flutes of metal decks, if the decks are exposed.

E. Remove debris daily and as it is generated. Do not stock-pile debris on the roof. Do not leave any debris on the roof at the end of the day. Do not overload the roof structure when moving debris.

F. Install roof system components on dry surfaces only. Do not install any components when the weather and outside temperatures are not suitable in accordance with the Manufacturer's recommendations.

G. Complete all work including the equipment flashings, in sequence as quickly as possible so the smallest area possible is under construction at any one time. Complete the entire area of work begun each day, the same day, and make all exposed edges watertight at the end of each day's work.

H. Protect new and existing roof surfaces where material and equipment are placed on them, and where construction traffic occurs, with 6 mil fire retardant polyethylene, covered with 1-1/2 inch thick foam insulation, overlaid with 2 by 10 wooden planks.

3.2 SUBSTRATE INSPECTION

A. Carefully remove the existing roof, but do not damage the underlying insulation.

B. Immediately notify the Architect and Owner by telephone and in writing if defects in the underlying insulation are discovered.

C. Maintain the building watertight in the interim, but do not install new roof system components until defects have been corrected.

3.3 INSULATION AND COVER BOARD

A. Install new isocyanurate insulation to replace any existing damaged or deteriorated insulation.

B. Install tapered insulation that slopes 1/8 inch per foot

C. Install tapered insulation neatly cut at all miters and transitions. Do not lace corner boards.

D. Install insulation with joints offset between rows and layers a minimum of 12 inches. Cut insulation to fit neatly at penetrations and joints. Fill any gap which is greater than 1/4 inch.

E. Fasten all layers of insulation only to the top flute of the steel deck, with screws and discs which penetrate through the deck a minimum of 3/4 inch and a maximum of 1-1/2 inches.

1. Install 16 fasteners per 4 by 8 foot insulation board in the field of the roof.
2. Install 28 fasteners per 4 by 8 foot insulation board in 8 foot wide perimeter zones.
3. Install 32 fasteners per 4 by 8 foot insulation board in 8 foot square corner zones.
4. Carefully choose the length and position of each screw to the screws do not damage conduits mounted on the underside of the deck.

F. Install the cover board using low rise polyurethane foam adhesive applied in accordance with the Manufacturer’s recommendations and to achieve the specified minimum uplift resistance. Offset joints between the cover board and underlying insulation a minimum of 12 inches. Cut insulation to fit neatly at penetrations and joints. Fill any gap which is greater than 1/4 inch.

1. Install 1/2 inch diameter adhesive beads 12 inches on center in the field of the roof.
2. Install 1/2 inch diameter adhesive beads 6 inches on center in 8 foot wide perimeter zones.
3. Install 1/2 inch diameter adhesive beads 4 inches on center in 8 foot square corner zones.
4. Place 5 gallon pails half full of gravel or concrete on the insulation and gypsum cover boards to hold them firmly in position for at least 15 minutes while the low rise foam adhesive sets. Position the pails no more than 24 inches apart in all directions.

G. Remove and replace insulation and cover boards installed without using pails of gravel or concrete ballast.

3.4 EPDM

A. Place EPDM roofing on the cover board without stretching it, and allow it to relax approximately one hour – before starting to adhere it and form the seams.

B. Place adjoining sheets in the same manner lapping the edges to shed water.

C. Fully adhere EPDM to the substrate with bonding adhesive as described below, or use factory fabricated self adhesive EPDM.

1. Open each can of adhesive and stir it with an electric paddle mixer for at least 5 minutes before applying the adhesive. Re-stir adhesive that isn't used within two hours of initial mixing.

2. Do not punch holes in cans of adhesive and use them in a "Better Spreader" without first opening the cans to mix them.

3. Replace used roller covers each day; discard covers after each day's use.

4. Allow bonding adhesive to dry to the touch before joining the EPDM to the substrate.

5. Roll the EPDM onto the dried bonding adhesive and immediately rub it vigorously with a soft bristle broom to ensure complete adhesion.

D. Remove and replace EPDM roofing installed over improperly applied adhesive or debris, and EPDM installed with adhesive that wasn't stirred, and EPDM installed with blisters, ridges, mole runs and similar deficiencies.

1. Removal shall include the insulation and cover board assembly.

3.5 SPLICING

A. Form EPDM roof splices with 6 inch wide field applied seam tape, or with 3 inch wide factory applied seam tape.

1. Fold the top sheet back and clean mating surfaces using clean rags with splice wash.
2. Scrub a smooth coat of QuickPrime onto mating surfaces, with long strokes, and to obtain complete coverage, using approximately 1 gallon per 225 square feet. Do not allow the QuickPrime to glop, streak or puddle; allow it to dry to the touch before installing the seam tape.
3. Seam tape shall be positioned so 1/8 inch minimum and 1/2 inch maximum will be exposed at the seam edge when the seam is complete.
   a. Install 5 inch uncured EPDM stripping over any seam where the tape is exposed less than 1/8 inch or more than 1/2 inch.
4. Roll and allow the top sheet to fall freely into place without stretching or wrinkling it.
5. Pull splice tape release paper from within the seam and neatly mate the seam using hand pressure to rub the membrane together.
6. Immediately roll the splice with a 2 inch wide roller, using positive pressure, toward the outer edge of splice.

B. Install uncured EPDM target patches with rounded corners, over all T-Seam intersections.

3.6 PERIMETER FASTENING

A. Secure the EPDM at the perimeter of each roof level, and at eaves, penetrations, expansion joints and slope changes greater than 1 inch in 12 inches. Utilize surface applied discs or adhere the EPDM to continuous reinforced EPDM fastening strips. Secure the discs and EPDM fastening strips 12 inches on center.

3.7 FLASHINGS

A. Utilized cured EPDM for all flashings; utilize self-curing EPDM at corners and angle changes only where required by the Manufacturer.

1. Form flashing splices, and the splice between the flashing and main roof sheet with 6 inch seam tape.

2. Adhere the flashing to vertical surfaces with bonding adhesive.

3. Fasten the top edge of all flashings, positioning the fasteners 12 inches on center, to be covered by a cap flashing.

B. Install premolded pipe flashings wherever possible. Where premolded pipe flashings cannot be installed, use field wrapped flashings. Install sealant pockets as a last resort.

C. Remove existing pipe flashings and Kennedy type couplings and extend the vent pipes to finish 18 to 24 inches above the roof surface.

1. Extend the pipes using the same type of pipe material as the original vent pipe.

2. Use solvent welded, threaded or no-hub couplings, positioned within the insulation layer to extend the pipes.

3.8 MISCELLANEOUS

A. Provide any miscellaneous roofing, flashing, caulking, and metal work needed to leave the work complete and entirely watertight, neatly and carefully executed in a thorough and workmanlike manner.

B. Use mechanics skilled and licensed in the trades to perform mechanical and electrical work. Provide new material, couplings, transition pieces, blocking, fasteners and the like needed to complete the work.

3.9 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 existing leak or damage, prior to performing any work on site.

B. The Owner will conduct a similar inspection at the completion of the work, and the Contractor will be charged for all leaks and damage that weren't 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. Clean up all litter, refuse, rubbish, scrap materials and debris at least twice a day; at noon and at the end of the work day, so the roof and site are neat, orderly and workmanlike. Place the debris in a dumpster, and remove the dumpster from the site as soon as it is full or no longer being used.

F. Carefully and thoroughly clean the entire roof to remove all residual debris when all 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.

3.10 ROOF INSPECTIONS BY MANUFACTURER

A. Arrange for the roofing Manufacturer, or his authorized representative, to make a minimum of four inspections in accordance with the following schedule and submit a written report of each inspection to the Architect.

1. First inspection during the first two days of new roof installation.

2. Second inspection when roofing is approximately one third complete.
3. Third inspection when roofing is approximately two thirds complete.
4. Fourth inspection when all roofing and flashings are installed.

B. Provide 48 hours advance written notice to the Owner and Architect, so they may have representatives attend the inspections.

C. Submit the inspection reports within one week following each inspection.

1. Payment requisitions will not be reviewed nor approved until the inspection reports are received.

END OF SECTION

SECTION 075419 PVC ROOFING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Applicable provisions of the Conditions of the Contract and Division 1, General Requirements, govern work in this Section

1.2 DESCRIPTION OF WORK

A. All plant, labor, materials, equipment, testing and services necessary to complete the work shown on the drawings, schedules, and keynotes, as specified herein, and as may be required by conditions and authorities having jurisdiction, including, but not limited to, the following:

1. Inspect the underside of the roof decks before starting work, and periodically each day as work occurs, to determine if there are conduits, pipes, ceiling hangers or fixtures next to the decks or fastened to the decks that could be affected as roof removal work occurs.

    a. Perform roof work so any conduits, pipes, ceiling hangers or fixtures and not disturbed.

    b. Replace and reset any conduits, pipes, ceiling hangers or fixtures that are affected by the work.

2. Remove and dispose of the existing roof, but leave the insulation in place.

    a. Replace wet or otherwise deteriorated sections of existing insulation, with new isocyanurate insulation, on a Unit Price basis.

    b. Include 1,500 square feet of insulation replacement at the Administration Building in the Base Bid.

    c. Include 4,000 square feet of insulation replacement at the Middle School in the Base Bid.

    d. Include 4,000 square feet of insulation replacement at the High School in the Base Bid.

    e. More or less insulation replacement will be charged or credited to the District in accordance with the Unit Price.

3. Install a new fully adhered reinforced 60 mil thick PVC roofing system, insulation, a cover board, flashing, stripping and related accessories.

4. Provide any mechanical, electrical, hoisting and other work needed, and remove, adjust, modify, reset and reconnect all roof-mounted and roof-penetrating devices.

5. Install new flashings at the roof drains, and all roof-mounted and roof-penetrating equipment.

6. Disconnect and remove abandoned mechanical equipment and curbs, and infill the roof deck.

7. Protect new and existing roof surfaces where material and equipment are placed on them, and where construction traffic occurs, with 6 mil fire retardant polyethylene covered with 1-1/2 inch thick foam insulation, overlaid with 2 by 10 wooden planks.

1.3 RELATED WORK SPECIFIED ELSEWHERE – Entire Project Specification with specific reference to those sections noted above and as follows:

A. Masonry Maintenance - Section 040100
B. Roof Carpentry - Section 061000
C. Sheet Metal Flashing & Specialties - Section 076200
D. Roof Accessories - Section 077200

1.4 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, which includes by reference the New York State Energy Conservation Code.

2. Underwriters Laboratories Inc. Class A External Fire Rating for roof assemblies tested in accordance with ASTM E 108 or UL 790.

3. Underwriters Laboratories Inc. Standard 1256 for roof assemblies with foam insulation.

4. Minimum wind uplift pressure calculated using ASCE 7 and a safety factor of 2:
   a. Field Zone: 90 psf
   b. Perimeter Zones: 135 psf
   c. Corner Zone: 180 psf

B. Provide written certification from the Manufacturer, before beginning work, to confirm the roofing system meets these requirements.

1.5 QUALITY ASSURANCE

A. Installer Qualifications:

1. A firm (Installer) with not less than 5 continuous years experience performing work similar to that required for this project, employing personnel skilled in the specified work.

    a. The Installer shall directly employ the personnel performing the work of this section.

    b. The Installer shall have a 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.

        1. Submit the supervisor’s resume upon request.

2. The Installer shall provide a reference list of at least three previously completed projects of comparable size and similar design, within fifty miles 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. Submit the reference list upon request.

3. 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 insulation, cover board, PVC roofing and flashing, 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.

1.6 PRE-CONSTRUCTION CONFERENCE:

A. Meet at the project site approximately 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 the work progresses.

2. How roofing will be coordinated with the installation of the new insulation, cover board, flashings, roof top equipment 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, forecast weather, availability of materials, personnel, equipment and facilities needed to proceed and complete the work on schedule.

7. A schedule for Manufacturer and Architect inspections.

1.7 SUBMITTALS

A. Submit the following items far enough in advance to obtain approval prior to performing any work:

1. A pre-work site and building inspection report with photos to document conditions before work starts.
2. Written certification from the Manufacturer which states that the Installer is acceptable or licensed to install the specified roofing; if not previously provided.
3. Manufacturer's technical literature for all materials.
4. Samples of the Contractor’s guarantee and Manufacturer’s warranty forms.

B. Simultaneously provide all roof related submittals needed for this project, for all technical sections, collated by section. Incomplete submittals will not be reviewed.

1. Submittals shall be prepared and made by the firm that will perform the actual work.
2. Provide electronic submittals via an on-line submittal exchange program if one is established for this project; if an on-line program isn't established, provide the submittals on portable USB drives in pdf format, organized in folders by Section.
    a. Do not send technical submittals via email.
    b. Do not include Safety Data Sheets with the technical submittals.

C. 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.

D. Payment requisitions will not be processed until all submittals are received and approved.

1.8 JOB CONDITIONS (CAUTIONS & WARNINGS)

A. Do not use oil base or plastic roof cement with PVC roofing. Do not allow waste products, (petroleum grease or oil, solvents, vegetable or mineral oil, animal fat) or direct steam venting to come in contact with any roofing, insulation or flashing product.

Do not expose PVC roofing and accessories to a temperature in excess of 175 degrees Fahrenheit.

B. Splice cleaner, primers, cements and bonding adhesives are flammable. Do not breathe vapors or use near fire or flame or in a confined or unventilated area. Dispense only from a UL listed or approved safety can.

C. Remove empty adhesive and solvent containers and contaminated rags from the roof daily and legally dispose of them daily.

D. Do not apply adhesives next to open ventilation system louvers, or windows. Temporarily cover the louvers and windows with 6 mil fire retardant polyethylene and prevent adhesive odors from entering the building. Remove temporary covers at the end of each day's work.

1.9 DELIVERY, STORAGE AND HANDLING

A. Deliver material to the site in the Manufacturer's original and unopened packaging, bearing labels which identify the type and names of the products and Manufacturers, with the labels intact and legible.

B. Cover all stored materials, except sealed cans of adhesives, with watertight tarpaulins installed immediately upon delivery.

C. Immediately remove any insulation which gets wet from the job site.

D. Store and install all material within the Manufacturer's recommended temperature range.

E. Do not overload the structure when storing materials on the roof.

F. Protect new and existing roof surfaces where material and equipment are placed on them, and where construction traffic occurs, with 6 mil fire retardant polyethylene, covered with 1-1/2 inch thick foam insulation, overlaid with 2 by 10 wooden planks.

1.10 GUARANTEE AND WARRANTY

A. Provide a written Manufacturer's "Full System Warranty" which warrants that the roofing system, including the insulation, PVC roofing and flashings, will remain in a watertight condition for twenty years beginning upon Final Completion.

1. Warranty coverage shall remain in effect for wind speeds up to 72 miles per hour measured at ground level at the site.

2. Warranty coverage shall have no dollar value limit.

B. Provide a written Contractor's Guarantee which guaranties that all work will remain free of material and workmanship defects and in a watertight condition for five years beginning upon Final Completion:

1. Defects include but are not limited to the following: leakage, adhesive separation, delamination, lifting, loosening, splitting, cracking, movement and undue expansion.

2. The Contractor shall make the repairs and modifications necessary to enable the work to perform as guaranteed at his own expense:

3. Guarantee coverage shall include removing and replacing items installed as part of the original work, if removal is needed to make guaranteed repairs.

4. Guaranty coverage shall remain in effect for wind speeds up to 72 miles per hour measured at ground level at the site.

5. Guaranty coverage shall have no dollar value limit.

6. 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 five year term of the Contractor’s Guarantee.

C. Provide one Guarantee that covers “all work performed” when a single contractor is awarded work specified in multiple Sections.

D. The Manufacturer's Warranty and Contractor's Guarantee shall take effect no more than 30 days before the satisfactory completion of all punch list work.

E. Guarantee and 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 Manufacturers printed recommendations.

F. Guarantee and Warranty coverage shall be reinstated, for the remainder of the original term, if the Owner restores the roof to the condition it was in prior to the damage occurring.

1.11 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, numbers of years in business and stability of the entity that will issue the warranty.

3. A reference list of at least five completed similar projects of comparable size, with a successful functional history of at least five years, within approximately fifty miles 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 and prior experience of local authorized applicators to install and maintain the proposed alternate system.

7. The willingness and history of the Manufacturer in responding to warranty claims previously made by the Owner, Architect or any Consultant involved in this project.

PART 2 - PRODUCTS

2.1 GENERAL

A. PVC system components are specified as products of Johns Manville to establish a standard of quality. Equal products and systems from Sika Sarnafil or Carlisle will be accepted if submitted to show substitute products meets the criteria established in this specification.

B. Primary products required for this project include:

1. Roof insulation
2. Gypsum cover board
3. PVC roofing
4. Primers and adhesives
5. Sealants
6. PVC flashing
7. Fasteners

2.2 MATERIALS:

A. Insulation: Isocyanurate – Rigid cellular polyisocyanurate boards with fibrous felt/fiberglass mat facers, minimum compressive strength 20 psi, meeting ASTM C1289-01, Type II, Class 1, Grade 2, as manufactured by Sarnafil under the trade name Sarnatherm.

1. Tapered insulation sloping 1/8 inch per foot, minimum starting thickness as indicated on the roof plan.
2. Crickets sloping 1/4 inch per foot.

3. Isocyanurate tapered edge strips installed at transitions and the drain sumps.

B. Gypsum Cover Board: 1/4 inch thick fire resistant gypsum board decking with inorganic glass mat facers and a water resistant core, formulated in 48 x 96 inch square edge boards, UL Class A, meeting ASTM C-1177, manufactured under the trade name Dens-Deck Prime.

C. Insulation adhesive: Two component low rise elastomeric foam adhesive, installed with a mixing extruding dispenser (a Pace Cart or Heated Pleural Extruding Spray Rig) intended for application at the temperatures that will be encountered.

D. PVC: minimum .060 inches thick, fire retardant, non-wicking polyester scrim reinforced, PVC (polyvinyl chloride) sheet membrane conforming to ASTM D 4434 Type III. Color: Grey ES

2.3 RELATED MATERIALS

A. Cleaners, adhesives, sealants, caulking and fasteners furnished by the PVC system Manufacturer and as listed below. Use low VOC adhesives and cleaners as required by regulations in effect at the time of application.

1. Wall and Curb Flashing: Fiberglass reinforced PVC, color to match the color of the roof

2. Pitch Pocket Filler: Two component urethane sealant.

3. Corners: Prefabricated outside and inside flashing corners made of 60 mil thick unreinforced PVC, color to match the color of the roof.

4. Sealant: One component acrylic-based resin blended with solvent and inorganic adhesives.

5. PVC Adhesive: Solvent-based reactivating-type adhesive.

6. Insulation Plates: 3 inch square, 26 gauge stamping of SAE 1010 steel with an AZ 55 Galvalume coating.

7. Fasteners: #14 corrosion-resistant screws.

8. Aluminum Tape: 2 inch wide pressure-sensitive aluminum tape.

9. Solvent Cleaner: One component liquid for the general cleaning of residual asphalt, scuff marks, etc., from the membrane surface and to clean seam areas prior to hot-air welding.

PART 3 - EXECUTION

3.1 GENERAL

A. Perform the work 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 in areas with roof mounted mechanical equipment, so the work coincides with equipment shutdown periods and does not affect building occupants. Temporarily cover and protect equipment openings, and windows adjoining the work area, with 6 mil fire retardant polyethylene, so dirt, dust and odors do not enter the equipment or building. Remove covers at the end of each workday, and as soon as roof work is complete.

C. Remove debris daily and as it is generated. Do not stock-pile debris on the roof. Do not leave any debris on the roof at the end of the day. Do not overload the roof structure when moving debris.

D. Install roof system components on clean, 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. Complete all work in sequence as quickly as possible so that as small an area as practicable is in the process of construction at any one time. Complete the entire area of work begun each day, the same day, and make all exposed edges watertight at the end of each day's work.

3.2 SUBSTRATE INSPECTION

A. Remove the existing roofing as indicated, and carefully check the existing insulation.

B. Immediately notify the Architect and Owner by telephone and in writing if defects in the insulation are discovered.

C. Maintain the building watertight in the interim, but do not proceed with the installation of new roofing until defects have been corrected.

3.3 INSULATION AND COVER BOARD

A. Install new isocyanurate insulation to replace any existing damaged or deteriorated insulation.

B. Install tapered insulation neatly cut at all miters and transitions. Do not lace corner boards.

C. Install insulation with joints offset between rows and layers a minimum of 12 inches. Cut insulation to fit neatly at penetrations and joints. Fill any gap which is greater than 1/4 inch.

D. Fasten all layers of insulation only to the top flute of steel decks, with screws and discs which penetrate through the deck a minimum of 3/4 inch and a maximum of 1-1/2 inches.

1. Install 16 fasteners per 4 by 8 foot insulation board in the field of the roof.

2. Install 28 fasteners per 4 by 8 foot insulation board in 8 foot wide perimeter zones.

3. Install 32 fasteners per 4 by 8 foot insulation board in 8 foot square corner zones.

E. Carefully choose the length and position of each screw to ensure the screws do not protrude through the underside of the deck where visible inside the school.

F. Install the gypsum cover board in low rise polyurethane foam adhesive applied in accordance with the Manufacturer's recommendations and to achieve the specified minimum uplift resistance.

1. Install 1/2 inch diameter adhesive beads spaced 12 inches on center in the field of the roof.

2. Install 1/2 inch diameter adhesive beads spaced 6 inches on center in 8 foot wide perimeter zones.

3. Install 1/2 inch diameter adhesive beads spaced 4 inches on center in 8 foot square corner zones.

4. Place 5 gallon pails half full of gravel or concrete on the insulation and gypsum cover board to hold it firmly in position while the low rise foam adhesive sets. Position the pails no more than approximately 24 inches apart in all directions.

G. Remove and replace insulation and coverboards installed without using pails of gravel or concrete ballast.

3.4 PVC

A. Apply adhesive to the substrate using solvent-resistant 3/4 inch nap paint rollers, in a smooth, even coating with no gaps, globs, puddles or similar inconsistencies. Only apply adhesive to those areas that will be completely covered the same day. Allow the adhesive to dry completely prior to installing the PVC.

1. Open each can of adhesive and stir it with an electric paddle mixer for at least 5 minutes before applying the adhesive. Re-stir adhesive that isn't used within two hours of initial mixing.

2. Do not punch holes in cans of adhesive and use them in a "better spreader" without mixing.

3. Replace roller covers each day; discard covers after each day's use.

B. Unroll the PVC when the adhesive on the substrate is dry, overlapping adjacent sheets a minimum of 4 inches. Turn back one-half of the sheet's length and roller coat the underside of the sheet with adhesive. Roll the PVC onto the adhesive coated substrate when the adhesive has dried slightly to produce strings when touched with a dry finger. Do not allow the adhesive on the underside of the PVC to dry completely before bonding the sheet to the substrate.

C. Firmly press the sheet into the adhesive, and roll it with a water-filled, foam-covered lawn roller by frequent rolling in two directions.

D. Fold the un-bonded half of the sheet back and repeat the procedure.

E. Do not apply adhesive to seam areas.

F. Roofing installed over improperly applied adhesive and debris, and roofing installed with blisters, ridges, mole runs and similar deficiencies shall be removed and replaced at the Contractor's expense.

1. Removal shall include the cover board and insulation.

3.5 SEAMS

A. General:

1. Clean PVC surfaces prior to hot-air heat welding. Weld dry surfaces only.
2. Hot-air weld all PVC roof and flashing seams to finish at least 3 inches wide
3. Use welding equipment provided by or approved by the material Manufacturer.
4. Perform welding with personnel that have successfully completed a training course provided by a Manufacturer's Technical Representative.
5. Allow welding equipment to warm up for at least one minute prior to welding.
6. Form machine welded seams using automatic welding equipment. Follow the machine Manufacturers instructions and local codes for electric current supply, grounding and over current protection. Utilize a dedicated circuit if connected to house power, or provide a dedicated portable generator. Do not run other equipment off the generator used to power the automatic welding machine.
7. Use metal tracks laid on the membrane, under the machine welder if needed to eliminate wrinkles.

B. Quality Control of Welded Seams:

1. Visually inspect all seams as they are formed, and then check the entire length of each seam for continuity using a rounded cotter pin removal tool.

2. Evaluate all welded seams each day as they are formed, and at locations as directed by the Owner's or the Manufacturer's representatives.

a. Cut and examine 1 inch wide cross section samples of welded seams at least three times a day. Correct welds display failure from shearing of the PVC sheet, prior to separation of the weld. Install a target patch over each test cut.

3.6 FLASHING

A. Install penetration flashings daily with the PVC roof as the job progresses. Do not install temporary flashings.

B. Fully adhere flashings to compatible, dry, smooth, and solvent-resistant surfaces, by applying adhesive in smooth, even coats with no gaps, globs or similar inconsistencies. Press the sheet firmly in place and thoroughly roll it with a hand roller.

C. Do not apply adhesive in seam areas that are to be welded. Overlap edges of adjoining flashing sheets a minimum of 4 inches. Hot air weld all flashing seams.

D. Install factory prefabricated corners on all inside and outside corners.

E. Mechanically fasten the top edge of all flashings 6 inches on center.

3.7 MISCELLANEOUS

A. Provide any miscellaneous roofing, flashing, caulking, and metal work needed to leave the work complete and entirely watertight, neatly and carefully executed in a thorough and workmanlike manner.

B. Perform work on mechanical and electrical items using mechanics skilled and licensed in these trades. Provide new material, couplings, transition pieces, blocking, fasteners and the like needed to complete the work.

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. Clean up all litter, refuse, rubbish, scrap materials and debris at least twice a day; at noon and at the end of the work day, so the roof and site are neat, orderly and workmanlike. Place the debris in a dumpster, and remove the dumpster from the site as soon as it is full or no longer being used.

F. Carefully and thoroughly clean the entire roof to remove all residual debris when all 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 the roofing Manufacturer, or his authorized representative, to make a minimum of four inspections in accordance with the following schedule and submit a written report of each inspection to the Architect within one week following each inspection.

1. First inspection during the first two days of new roof installation.
2. Second inspection when roofing is approximately one third complete.
3. Third inspection when roofing is approximately two thirds complete.
4. Fourth inspection when all roofing and flashings are installed.

B. Provide 48 hours advance written notice to the Owner and Architect, so they may have representatives attend the inspections.

C. Payment requisitions will not be reviewed nor approved until the inspection reports are received.

END OF SECTION

SECTION 076100 SHEET METAL ROOFING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Applicable provisions of the Conditions of the Contract and Division 1, General Requirements, govern work in this Section.

1.2 DESCRIPTION OF WORK

A. All plant, labor, materials, equipment, testing and services necessary to complete the work shown on the drawings, schedules, and keynotes, as specified, and as may be required by conditions and authorities having jurisdiction, including, but not limited to, the following:

1. Refurbish the existing standing seam roofing system.
    a. Replace loose screws, and screws with deteriorated neoprene washers. Install new stainless steel screws & washers, with neoprene inserts. The new screws shall be one size larger than the existing screws.
    b. Install a new galvanized steel storm cap and flue cap on the flue pipe.
    c. Install new self drilling screws to secure loose seams in the ridge vent.
    d. Install white Eternabond Roof Seal strips, over seams in the ridge cap & vent, and over seams between the metal panels roof and rake trim – at all four rake locations.
    e. Clean the gutters and downspouts.
    f. Install a new 1/2 inch diameter eyebolt, to secure the antenna guy wire where it penetrates the roof.

B. Furnish and install supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure and complete installation, even though such items may not be specifically indicated.

1.3 RELATED WORK SPECIFIED ELSEWHERE– Entire Project Specification with specific reference to those sections noted above and as follows:

1.4 CODE APPROVAL REQUIREMENTS

A. Install roofing system components to meet the following minimum requirements:

1. New York State Uniform Fire Prevention and Building Code, which includes by reference the New York State Energy Conservation Code.

2. Underwriters Laboratories Inc. Class A External Fire Rating for roof assemblies tested in accordance with ASTM E 108 or UL 790.

3. Underwriters Laboratories Inc. Standard 1256 for roof assemblies with foam insulation.

4. Minimum wind uplift pressure calculated using ASCE 7 and a safety factor of 2:
   a. Field Zone: 90 psf
   b. Perimeter Zones: 135 psf
   c. Corner Zone: 180 psf

1.5 QUALITY ASSURANCE

A. Installer Qualifications:

1. A firm (Installer) with at least 5 continuous years experience performing work similar to that required for this project, employing personnel skilled in the work specified.

   a. The Installer shall directly employ the personnel performing the work of this section.

   b. The Installer shall have a 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.

      1. Submit the supervisor's resume upon request.

2. The Installer shall provide a reference list of at least three previously completed projects of comparable size and similar design within fifty miles 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. Submit the reference list upon request.

B. Material Quality: Obtain each product, including the insulation, cover board, roofing, flashing, 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.

C. Material Quality: Obtain each type of material from a single source to ensure consistent quality, color, pattern, and texture.

1.6 PRE-CONSTRUCTION

A. 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 the specified components will be installed to make a watertight assembly.

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.

1.7 SUBMITTALS

A. Submit the following items far enough in advance to obtain approval prior to performing any work:

1. A pre-work site and building inspection report with photos to document conditions before work starts.

2. Manufacturer’s installation instructions and technical data sheets for each component.

3. Material sample submittals to show color and texture of all exposed sheet metal components.

4. Samples of the Contractor’s guarantee/warranty forms.

B. Simultaneously provide all roof related submittals needed for this project, for all technical sections, collated by section. Incomplete submittals will not be reviewed.

1. Submittals shall be prepared and made by the firm that will perform the actual work.

2. Provide electronic submittals via an on-line submittal exchange program if one is established for this project; if an on-line program isn't established, provide the submittals on portable USB drives in pdf format, organized in folders by Section.
    a. Do not make submittals via email
    b. Do not include Safety Data Sheets with the technical submittals.

C. 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.

D. Payment requisitions will not be processed until all submittals are received and approved.

1.8 JOB MOCK-UPS

A. Prepare in the actual job locations mock-up of the work. Construct each mock-up to show how each task will be performed.

B. An approved mock-up shall be the minimum standard of materials and workmanship for the completed permanent installation.

C. Approved mock-ups may be left in place and incorporated into the permanent installation. Rejected mock-ups shall be removed and replaced.

D. Do not proceed with the work until mock-up installation and approval is completed, and approval is documented in writing.

1.9 DELIVERY, STORAGE AND HANDLING

A. Deliver and apply all materials before the Manufacturer’s expiration dates, printed on the product labels.

B. Deliver material to the site in the Manufacturer's original and unopened packaging, with intact and legible labels which identify the products and Manufacturers,

C. Store materials under cover in a dry and clean location, off the ground. Immediately remove materials which are damaged or otherwise not suitable for installation from the job site, and provide replacement material needed to complete the installation as scheduled.

D. Do not overload the structure when storing materials on the roof.

1.10 GUARANTEE

A. Provide a written Contractor's Guarantee which guaranties that all work will remain free of material and workmanship defects and in a watertight condition for five years beginning upon Final Completion:

1. Defects include but are not limited to the following: leakage, adhesive separation, delamination, lifting, loosening, splitting, cracking, joint separation, movement and undue expansion or shrinkage.

2. Make the repairs and modifications necessary to enable the work to perform as guaranteed.

3. Guarantee coverage shall include removing and replacing materials installed as part of the original work, if removal is needed to affect guaranteed repairs.

4. Guarantee coverage shall remain in effect for gust wind speeds up to 72 miles per hour, measured at ground level at the site.

5. Guarantee coverage shall have no dollar value limit.

6. The Contractor’s Surety Company may add a rider to the Performance Bond which clarifies that Performance Bond Coverage expires two years after Final Completion; i.e., Performance Bond Coverage does not run for the five year term of the Contractor’s Guarantee.

B. Provide one Contractor’s Guarantee that covers “all work performed” when a single contractor is awarded work specified in multiple Sections.

C. The Manufacturer’s Warranty and Contractors Guarantee shall take effect no more than 30 days before the completion of all punch list work.

D. Guarantee and 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.

1. Guarantee and 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.

1.11 SUBSTITUTIONS

A. The following factors will be considered when evaluating a possible alternative to the products specified:

1. The wording and intent of the warranty to be issued.

2. The financial status, numbers of years in business, and stability of the entity that will issue the warranty.

3. A reference list of at least five completed similar projects of comparable size, with a successful functional history of at least five years, within approximately fifty miles of the Project.

4. Technical aspects of the system, especially relating to durability, serviceability and performance.

5. The availability and experience of local authorized applicators to install and maintain the proposed alternate products.

6. The Manufacturer's willingness and history responding to warranty claims previously made by the Owner, Architect or Consultant's involved in this project.

PART 2 - PRODUCTS

2.1 METAL ROOF ACCESSORIES

A. White Roof-Seal by Eternabond: minimum 30 mil self adhesive flexible flashing.

B. Sealant: High performance, low modulus, one-component, moisture curing modified polyurethane, meeting ASTM C-920 Type S Grade NS Class 25, equal to Sonneborn NP-1.

C. Fasteners: self drilling / self tapping stainless steel screws with washer heads and neoprene washer inserts – one size larger than the existing screws being replaced, for installation in the same holes.

D. Storm collars and flue caps, fabricated from minimum .032 inch thick mil finish aluminum.

E. Eye-bolt: type 304 stainless steel bolt, washers and nuts, 1/2 inch diameter.

PART 3 - EXECUTION

3.1 GENERAL

A. Refurbish the existing roof to create a watertight assembly

B. Install roof components on dry surfaces only. Do not install any components when the weather and outside temperatures are not suitable in accordance with the Manufacturer's recommendations.

C. Complete all work in sequence as quickly as possible so the smallest area possible is under construction at any one time. Complete the entire area of work begun each day, the same day, and make all exposed edges watertight at the end of each day's work.

3.2 CLEANING AND PROTECTION

A. Inspect the interior and exterior of the building and grounds, and submit a written report with photos to document any existing leak or damage, prior to performing any work on site.

B. The Owner will conduct a similar inspection at the completion of the work, and the Contractor will be charged for all leaks and damage that weren't 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. Clean up all litter, refuse, rubbish, scrap materials and debris at least twice a day; at noon and at the end of the work day, so the roof and site are neat, orderly and workmanlike. Place the debris in a dumpster, and remove the dumpster from the site as soon as it is full or no longer being used.

F. Carefully and thoroughly clean the entire roof to remove all residual debris when all 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 076200 SHEET METAL FLASHINGS & SPECIALTIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Applicable provisions of the Conditions of the Contract and Division 1, General Requirements, govern work in this Section.

1.2 DESCRIPTION OF WORK

A. All plant, labor, materials, equipment, testing and services necessary to complete the work shown on the drawings, schedules and keynotes, 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 specified, including cap and through wall flashings, hook strips, fascia, drip edges, gravel stops, factory fabricated roof edge systems, copings and miscellaneous flashings.

1.3 RELATED WORK SPECIFIED ELSEWHERE – Entire Project Specification with specific reference to those sections noted above and as follows:

A.	Masonry Maintenance	- Section 040100
B.	Carpentry	- Section 061000
C.	EPDM Roofing	- Section 075323
D.	PVC Roofing	- Section 075419
E.	Roof Accessories	- Section 077200

1.4 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.

1.5 QUALITY ASSURANCE

A. Installer Qualifications:

1. A firm (Installer) with at least 5 continuous years experience performing work similar to that required for this project, employing personnel skilled in the work specified.

a. The Installer shall directly employ the personnel performing the work of this section.

b. The Installer shall have a 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.

1. Submit the supervisor's resume upon request.

2. The Installer shall provide a reference list of at least three previously completed projects of comparable size and similar design, within fifty miles 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. Submit the reference list upon request.

B. Material Quality:

1. 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.

2. Obtain copper and pre-finished sheet metal items from the same mill 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 insulation, cover board, roofing, flashings, roof accessories and other items to provide a watertight assembly.

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.

1.6 SUBMITTALS

A. Submit the following items far enough in advance to obtain approval prior to performing any work on site:

1. A pre-work site and building inspection report with photos to document conditions before work starts.

2. Manufacturer's technical literature for all materials.

3. Test reports and certifications substantiating compliance with specification requirements if requested by the Architect.

4. Shop drawings, or 2 foot long samples, for each sheet metal item, to show how it relates and fits on adjoining masonry and wood blocking assemblies, and with the roof, stripping, and flashings.

5. 6 inch square pieces of each type of sheet metal to show surface finish, texture and color.

6. A sample of the Contractor’s guarantee form.

B. Simultaneously provide all technical submittals needed for this project, for all technical sections, collated by section. Incomplete submittals will not be reviewed.

1. Submittals shall be prepared and made by the firm that will perform the actual work.

2. Provide electronic submittals via an on-line submittal exchange program if one is established for this project; if an on-line program isn't established, provide the submittals on portable USB drives in pdf format, organized in folders by Section.

a. Do not make technical submittals via email
b. Do not include Safety Data Sheets with the technical submittals.

C. 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.

D. Payment requisitions will not be processed until all submittals are received and approved.

1.7 JOB MOCK-UPS

A. After the submittals are approved, prepare in actual job locations, mock-ups of cap and through wall flashings, hook strips, drip edges, fascia, gravel stops, factory fabricated roof edge systems, copings and all other items of sheet metal and related work, for inspection and approval by the Architect.

B. Construct each mock-up of two full lengths of metal, fastened, connected and stripped-in to the related roofing system, to show the following:

1. Type, gauge, color, cross-sectional dimensions and shape, and joint and mitering techniques.

2. Related masonry work, wood blocking, and the attachment techniques and fasteners for all wood and metal components.

3. Other sheet metal related materials and their installation techniques to fully define the detailing of each mock-up.

C. Mock-ups shall be constructed to establish the minimum standard of materials and workmanship, and to assure that completed work which matches the mock-ups will be fully functional and serve the purpose for it has been designed.

D. Approved mock-ups may be left in place and incorporated into the permanent installation. Rejected mock-ups shall be removed and replaced until an acceptable mock-up is approved.

E. Do not purchase or fabricate sheet metal items until mock-up installation, inspection and approval are completed and approval is documented in writing.

1.8 DELIVERY, STORAGE AND HANDLING

A. Deliver material to the site in the Manufacturer's original and unopened packaging, with intact and legible labels which identify the products and Manufacturers,

B. Cover all stored materials with watertight tarpaulins installed immediately upon delivery.

C. Do not overload the structure when storing materials on the roof.

D. Protect new and existing roof surfaces where material and equipment are placed on them, and where construction traffic occurs, with 6 mil fire retardant polyethylene, covered with 1-1/2 inch thick foam insulation, overlaid with 2 by 10 wooden planks.

1.9 GUARANTEE

A. Provide a written Contractor's Guarantee which guarantees that all work will remain free of material and workmanship defects and in a watertight condition for five years beginning upon Final Completion:

1. Defects include but are not limited to the following: peeling paint, leakage, adhesive separation, delamination, lifting, loosening, splitting, cracking, and undue expansion.

2. Make the repairs and modifications necessary to enable the work to perform as guaranteed.

3. Guarantee coverage shall include removing and replacing materials installed as part of the original work, if removal is needed to affect guaranteed repairs.

4. Guarantee coverage shall have no dollar limit.

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 coverage shall take affect no more than 30 days before the completion of all 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 five year term of the Contractor’s Guarantee.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Name brand products are specified to establish a basis of design quality; equal products from other manufacturer’s may be submitted and used.

B. Copper sheet: ASTM B370, 99.0 % pure copper, thickness 16 ounces per square foot. Use copper for all metal items not otherwise indicated

C. 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.

D. 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.

E. 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.

F. 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.

G. Factory Fabricated Roof Edge System: Extruded aluminum anchor bars secured with #9 stainless steel screws spaced 12 inches on center and .050 inch thick Kynar 500 prefinished aluminum trim covers, independently tested to comply with the ANSI / SPRI ES-1 Wind Design Guide, provided by the roofing membrane manufacturer.

H. Fasteners: fabricated of stainless steel, or material that matches the sheet metal being fastened.

I. Underlayment: one ply of high temperature ice & water shield and one ply of 5 pound rosin paper.

J. Glass Cloth: open mesh glass fabric coated on each side with plasticized asphalt as manufactured by Karnak Corporation or equal.

K. Asphalt cement: Federal Specification SS-C-153B, Type 1, asbestos free grade.

L. 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.

M. 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.

C. Protect new and existing roof surfaces where material and equipment are placed on them, and where construction traffic occurs, with 6 mil fire retardant polyethylene, covered with 1-1/2 inch thick foam insulation, overlaid with 2 by 10 wooden planks.

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 copper cap flashings above all roof and roof flashing components, including copings, wall penetrating ducts and gravel stops. Install cap flashings built into masonry walls; as they are demolished as shown, and as they are constructed - properly joined to all related materials in a watertight manner.

1. Solder all joints in the new cap flashing, as described above, except form 2 inch wide flat locked sealant filled expansion joints a maximum of 32 feet on center.

2. Form the flashing to turn up 2 inches inside the wall and finish with a hem on the bottom exposed edge.

3. Fasten the top edge of the cap flashing to the back up masonry 12 inches on center.

4. Install the new cap flashing under flexible type wall flashings where possible. Where it is not possible to lap the new cap flashing under an existing wall flashing, install a ply of glass cloth set in and coated with asphalt cement to connect the new cap flashing to the existing wall flashing.

5. In the absence of an existing wall flashing, or at a solid masonry wall, turn up the new cap flashing 2 inches behind the first wythe of masonry.

6. Install new cap flashings where shown on the drawings, and at a height of 10 to 12 inches above the roof surface.

7. Install new cap flashings above parapet flashings and above eave metal at transitions with higher walls.

B. Install new aluminum cap flashings on skylight and equipment curbs.

1. Form the cap flashing to extend at least 2 inches under the equipment or skylight, 4 inches over the base flashing, and finish with a 1/2 inch hem on the bottom edge.

2. Install a 1/2 inch thick by 2 inch wide continuous foam gasket between the cap flashing and mechanical equipment or skylight. Do not set the equipment or skylight in sealant.

3. Secure the equipment or skylight to the curb with stainless steel screws spaced 12 inches on center.

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.

3.6 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.

3.7 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.

3.8 ROOF EDGE SYSTEM

A. Install a factory fabricated roof edge system on all roof eaves.

1. Extend the roof to lap over and down the face of the fascia trim, so it stops just short of the bottom edge of the anchor bar.

2. Install the anchor bar straight, level and true, set in a full bed of sealant, and secure the bar with #9 by 2 inch long stainless steel screws spaced no more than 12 inches apart.

3. Pre-drill screw holes in the underlying metal fascia trim where extra fasteners are needed, and at corners and special conditions.

4. Install color matching under plates at each joint in the roof edge trim; set the under plates in a full bed of sealant.

3.9 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 leaks or damage, prior to performing any other work on site.

B. The Owner will conduct a similar inspection at the completion of the work, and the Contractor will be charged for all leaks and damage that weren’t 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. Clean up all litter, refuse, rubbish, scrap materials and debris at least twice a day; at noon and at the end of the work day, so the roof and site are neat, orderly and workmanlike. Place the debris in a dumpster, and remove the dumpster from the site as soon as it is full or no longer being used.

F. Carefully and thoroughly clean the entire roof to remove all residual debris when all 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 077200 ROOF ACCESSORIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Applicable provisions of the Conditions of the Contract and Division 1, General Requirements, govern work in this Section.

1.2 DESCRIPTION OF WORK

A. All plant, labor, materials, equipment, testing and services necessary to complete the work shown on the drawings, schedules and keynotes, as specified herein, and as may be required by conditions and authorities having jurisdiction, including, but not limited to, the following:

1. Roof specialties that are compatible with the roofing systems specified, including:
    a. Pre-fabricated curbs and equipment supports.
    b. Factory fabricate pipe curb portals
    c. Drains, drain pipes and couplings.
    d. Pipe insulation and fitting covers.
    e. Aluminum access hatches.
    f. Hatch safety rails.
    g. Galvanized steel roof access ladders and stairs.
    h. Gas line and equipment pipe supports.
    i. Roof walkway pads and concrete pavers.
    j. Guard rail assemblies.
    k. Monofilament bird deterrent lines
2. Prepare, prime and paint all roof top equipment, the access ladders, equipment support dunnage, bulkhead doors and frames (inside and outside) and miscellaneous rooftop items indicated.

1.3 RELATED WORK SPECIFIED ELSEWHERE – Entire Project Specification with specific reference to those sections noted above and as follows:

A.	Masonry Maintenance	- Section 040100
B.	Carpentry	- Section 061000
C.	EPDM Roofing	- Section 075323
D.	PVC Roofing	- Section 075419
E.	Sheet Metal Flashing & Specialties	- Section 076200

1.4 CODE APPROVAL REQUIREMENTS

A. Fabricate and install roof accessories that comply with the NY State Uniform Fire Prevention and Building Code.

1.5 QUALITY ASSURANCE

A. Installer Qualifications:

1. A firm (Installer) with at least 5 continuous years experience performing work similar to that required for this project, employing personnel skilled in the work specified.

a. The Installer shall directly employ the personnel performing the work of this section.

b. The Installer shall have a 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.

1. Submit the supervisor’s resume upon request.

2. The Installer shall provide a reference list of at least three previously completed projects of comparable size and similar design, within fifty miles 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, and the Contractor’s Supervisor’s name.

b. Submit the reference list upon request.

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.

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 roof accessory work will be coordinated with the installation of the insulation, cover board, roofing, 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, 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, forecast weather, 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 the following items far enough in advance to obtain approval prior to performing any work:

1. A pre-work site and building inspection report with photos to document conditions before work starts.

2. Manufacturer’s installation instructions and technical data sheets for each item. Material sample submittals are not needed unless requested to show color and texture.

3. Samples of the Contractor’s and Manufacturer’s guarantee/warranty forms.

4. Test reports and certifications substantiating compliance with specification requirements if requested by the Architect.

B. Simultaneously provide all roof related submittals needed for this project, for all technical sections, collated by section. Incomplete submittals will not be reviewed.

1. Submittals shall be prepared and made by the firm that will perform the actual work.

2. Provide electronic submittals via an on-line submittal exchange program if one is established for this project; if an on-line program isn't established, provide the submittals on portable USB drives in pdf format, organized in folders by Section.

a. Do not make technical submittals via email
b. Do not include Safety Data Sheets with the technical submittals.

C. 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.

D. Payment requisitions will not be processed until all submittals are received and approved.

1.7 DELIVERY, STORAGE AND HANDLING

A. Deliver material to the site in the Manufacturer's original and unopened packaging, with intact and legible labels which identify the products and Manufacturers,

B. Cover all stored materials with watertight tarpaulins installed immediately upon delivery.

C. Do not overload the structure when storing materials on the roof.

D. Protect new and existing roof surfaces where material and equipment are placed on them, and where construction traffic occurs, with 6 mil fire retardant polyethylene, covered with 1-1/2 inch thick foam insulation, overlaid with 2 by 10 wooden planks.

1.8 GUARANTEE

A. Provide a written Contractor's Guarantee which guarantees that all work will remain free of material and workmanship defects and in a watertight condition for five years beginning upon Final Completion:

1. Defects include but are not limited to the following: peeling paint, leakage, adhesive separation, delamination, lifting, loosening, splitting, cracking, movement and undue expansion.

2. Make the repairs and modifications necessary to enable the work to perform as guaranteed.

3. Guarantee coverage shall include removing and replacing materials installed as part of the original work, if removal is needed to affect repairs.

4. Guarantee coverage shall have no dollar limit.

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 take affect no more than 30 days before the satisfactory completion of all punch list work.

D. The Contractor’s Surety Company may add a rider to the Performance Bond which clarifies that Performance 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.

E. Provide a Manufacturer's written warranty, which warrants the skylights and roof hatches will remain watertight for a minimum of 5 years, beginning upon final completion.

PART 2 - PRODUCTS

2.1 GENERAL

A. Name brand products are specified to establish the basis of design quality. Equal products from other manufacturers may be submitted for approval and used.

B. Provide Manufacturer's standard units, modified as necessary to comply with the specified requirements. Fabricate each unit in a shop to the greatest extent possible, using the following components:

1. Aluminum Sheet: ASTM B 209 alloy 3003, tempered for forming and performance; mill finish, except as otherwise noted.
2. Extruded Aluminum: Standard extrusions alloy 6063-T52; 0.078 inch minimum thicknesses for primary framing and curb member legs, 0.062 inch thickness for secondary framing and covers; mill finish, except as otherwise indicated.
3. Insulation: Rigid fiber glass boards where encapsulated inside metal skirts, rigid isocyanurate where covered with roof flashings on the exterior of curbs.
4. Wood Nailers: Dimension grade Douglas Fir, not less than 1-1/2 inches thick.
5. Fasteners: Nonmagnetic stainless steel or hot dipped galvanized steel, to match the finish of the material being fastened.
6. Gaskets: Tubular neoprene or polyvinyl chloride, or block sponge neoprene.
7. Sealant: Polyisobutylene; nonhardening, nonskinning, nondrying, nonmigrating sealant.

2.2 PRE-FABRICATED CURBS AND EQUIPMENT SUPPORTS

A. Factory fabricated of welded 14 gauge galvanized steel, insulated with minimum 1-1/2 inch thick 3 pound density rigid insulation, with nominal 2 by 2 inch wood nailers and T bar reinforcing on sides longer than 36 inches; height to extend above the finished roof surface a minimum of 10 inches, Model ES-2 by Pate Inc.

B. Where the roof deck slopes more than 1/4 inch per foot, provide tapered curbs to match the slope, and install the equipment level.

2.3 FACTORY FABRICATED PIPE CURB PORTALS

A. Factory fabricated flashing systems, consisting of 9 inch high internally insulated galvanized steel curbs with 1-1/2 inch square wood nailers at the top edges, and 5 hole EPDM boots, with nipples that will accommodate pipes and conduits from 1/2 to 2-1/2 inches in diameter, with stainless steel hose clamps on each nipple - 5-Hole Pipe Portal Flashing System: C-555, by Portals Plus or equal.

2.4 DRAINS, DRAIN PIPES, AND COUPLINGS

A. Conventional cast iron bottom and side outlet roof drains, installed with drain receivers, under deck clamps, cast iron strainers, cast iron clamping rings and factory installed stainless steel gravel screens Series 1011 as manufactured by Jay R. Smith Manufacturing Company.

B. Match the drain outlet size and style to the building drain line, except if the drain line is a copper pipe, then furnish the drain body with a threaded outlet and use a male adapter to connect the drain body to the drain line.

C. Drain pipe: cast iron pipe with no hub fittings, minimum 3 inch diameter, and larger to match the existing building drain lines.

D. No-hub couplings: heavy duty rubber neoprene sleeve couplings with full length Type 304 stainless steel shields and at least 4 worm drive clamps, conforming to ASTM A564.

2.5 PIPE INSULATION AND FITTING COVERS

A. Insulation: minimum 1 inch thick pre-molded 3.5 lb. heavy density fiberglass pipe insulation with UL rated non-combustible service jackets.

B. .030 inch thick factory fabricated white PVC "Smoke Safe" fitting and drain bowl covers as manufactured by the Speedline Corporation, with a maximum Flame Spread Value of 25 and a maximum Smoke Developed Value of 50 in accordance with ASTM E8450.

2.6 ALUMINUM ACCESS HATCHES

A. Hatches constructed of welded 11 gauge mill finish aluminum, with 12 inch high curbs and integral cap flashings, heavy pintle hinges, compression spring operators, a spring latch with interior and exterior handles, an interior padlock hasp, and stainless steel hardware, as manufactured by the Bilco Company, in the sizes needed to fit the deck openings, and as indicated.

2.7 HATCH SAFETY RAILS

A. Safety rails shall comply with OSHA Standard CFR 29 1910.23 and CFR 29 1910.27

B. Safety rails shall be bolted to the exterior surface of the curb above the flashing with 3/8 inch diameter stainless steel bolts, constructed of 1-1/2 inch diameter hot rolled electrically welded tubing meeting ASTM A500 Grade B, sized and configured to provide a safety railing on four sides of the hatch 42 inches above the roof surface with a self closing gate supported with heavy duty hinges with 5/8 inch diameter pins - basis of design: Roof Hatch Safety Rails by SafePro Roof Top Fall Protection.

C. Gate shall be fabricated of galvanized steel tubing, with no chains or latches.

2.8 GALVANIZED STEEL ROOF ACCESS LADDERS

A. Fabricate ladders from 1-1/4 inch inside diameter steel pipe rails, spaced 22 inches apart, and 3/4 inch solid steel rebar rungs spaced 12 inches on center. Fit the rungs

into drilled holes in the centerline of the rails, weld and grind the welds smooth. Extend the ladder rails and form goose-neck returns to finish 42 inches above the roof surface.

1. Hot dip galvanize coat the ladder and mounting brackets after fabrication. Install with Type 316 stainless steel hardware.

2.9 GAS LINE, CONDUIT AND EQUIPMENT PIPE SUPPORTS

A. Factory fabricated adjustable pipe supports as manufactured by Miro Industries, Inc. Model 20-Base Strut-12.

2.10 ROOF WALKWAY PADS AND CONCRETE PAVERS

A. 2 inches thick, 24 inches by 24 inches precast concrete pavers, natural buff color and finish, minimum 7500 psi compressive strength as manufactured by Hanover Architectural Products.

B. 30 inches by 30 inches hard rubber black walkway pads manufactured by Firestone, for use on the new EPDM roof.

C. 96 mil thick, rolled-out, polyester reinforced heat-weldable PVC protection mat for use on the new PVC roofs.

2.11 GUARD RAIL ASSEMBLIES

A. Shop fabricated from 1-1/4 inch inside diameter schedule 40 steel pipe - ASTM A53 grade B and ½ inch square solid steel bars - ASTM A36.

2.12 MONOFILAMENT BIRD DETERRENT

A. 8 gauge black monofilament tension wire, factory fabricated with UV inhibitors, tensile strength 1,200 pounds, installed using DE2834-1 monofilament tighteners and wire crimps – furnished by Trident Fence, and 3/8 inch diameter stainless steel epoxy set eye bolts.

2.13 PAINT AND PRIMER

A. Alkyd base rust inhibiting exterior primer and high gloss finish paint for ferrous metal surfaces as manufactured by Benjamin Moore or equal.

PART 3 - EXECUTION

3.1 INSTALLATION

A. General: Field measure existing openings. Comply with manufacturer's instructions and recommendations. Coordinate with the installation of roof deck, other substrates to receive specialty units, vapor barriers, roof insulation, roofing and flashing to ensure that each element of the work performs and fits properly, and that combined elements are waterproof and weathertight. Anchor units securely to supporting structural substrates, adequate to withstand lateral and thermal stresses as well as inward and outward loading pressures.

3.2 PRE-FABRICATED CURB AND EQUIPMENT SUPPORTS

A. Install curb assemblies directly on the structural deck or block solid under the assembly to achieve the height shown and to install the curb assembly level.

B. Install new base and cap flashings prior to installing the mechanical equipment. Set mechanical equipment on 1/2 inch thick anti vibration pads.

3.3 FACTORY FABRICATED PIPE CURB PORTALS

A. Install factory fabricated pipe portal flashing systems at all HVAC units, and where more than one pipe or conduit penetrates the roof.

1. Install the portal curbs on wood blocking that matches the thickness of the roof insulation.

2. Disconnect and reconnect refrigerant, power, control and condensate lines and pipes as needed to install the pipes through the flashing nipples.

a. Install water cut off sealant between the lines / pipes and EPDM nipples, and then install a hose clamp on each nipple.

b. Remove and replace nipples that are incorrectly cut too large.

3.4 DRAINS, DRAIN PIPES AND COUPLINGS

A. Remove and replace the existing drains where roof removal and replacement work is indicated:

1. Remove the existing drains and flashings; use care not to break or disturb the drain pipes within the building.

2. Modify the existing drain lines to properly connect to the new drain assemblies.

3. Enlarge the hole in the deck and reinforce the deck to accommodate the new drain, and install the drain recessed below the roof surface to achieve maximum drainage.

4. Support the drain with a stamped sump drain receiver, secure it with an under deck clamp and patch the deck around the new drain.

5. Connect the new drain to the existing drain line to conform to all applicable codes, and insulate the underside of the drain body and drain line.

B. Connect the fittings and sections of cast iron pipe using heavy duty no-hub couplings; solvent weld PVC fittings and pipe, and use threaded connections to join steel fittings and pipe.

C. Install new drain pipes to slope 1/4 inch per foot, and support each section of pipe with a hanger, supported on a structural member or strut, on each side of every coupling. Do not rely on the couplings to support any weight. Do not hang the drain pipes from the roof deck.

3.5 PIPE INSULATION AND FITTING COVERS

A. Install insulation on all horizontal drain piping, and on new vertical pipes installed to connect the new drains to the existing lines.

B. Install insulation on the undersides of the new drains.

C. Install white PVC fitting and drain bowl covers, and wrap the joints between fitting covers and pipe insulation jackets with 3 inch wide white PVC tape.

3.6 ROOF HATCHES AND GUARD RAILS

A. Carefully remove existing roof hatch assemblies, wood blocking and shaft lining components.

B. Block solid under the hatch curb to support it at the level of the new roof; extend and restore the shaft liner.

C. Orient the hatches for proper egress, and install new flashings.

D. Install guard rails, fastened to the new hatch curbs above the roof flashings.

E. Remove and replace guard rails on existing hatches where no roof is indicated.

3.7 GALVANIZED STEEL ROOF ACCESS LADDERS

A. Install ladders at the interior and exterior locations shown. Support and secure each ladder at the top and bottom and at intermediate points spaced a maximum of 5 feet on center. Use bolted steel brackets, anchored with 1/2 inch diameter stainless steel epoxy set bolts. Space the ladders to provide 7 inches of toe clearance. Extend the

rails 42 inches and goose-neck form them to provide additional support at the top of the ladder.

B. Install new stairs at the exterior locations shown. Set the stairs on new concrete pavers over walkway pads. Secure the stairs to the pavers with stainless steel Zamac Nail-ins.

3.8 GAS LINE AND EQUIPMENT PIPE SUPPORTS

A. Install pipe supports spaced five feet on center over a concrete paver and a walkway pad.

B. Fasten pipes and conduits to the new pipe supports with new stainless steel clamps.

3.9 ROOF WALKWAY PADS AND CONCRETE PAVERS

A. Install hard rubber walkway pads to provide a path 2-1/2 feet wide on the new EPDM roof where shown, and at all roof access points, i.e., the hatches, under concrete pavers used for conduit and pipe supports, and around all HVAC equipment.

1. **Adhere each pad with five self adhesive strips - do not install the pads using three strips of tape as supplied by the manufacturer.**

B. Install PVC Walkpads to provide paths approximately 36 inches wide on the new PVC roofs where shown, and at all roof access points, i.e., the doors, ladders and hatches, around all HVAC equipment, under concrete pavers used for conduit & pipe supports and under small HVAC compressors. Fully adhere the walk pads and heat weld the perimeter of the pads to the roof surface.

C. Install concrete pavers for walkways spaced 5 feet on center for conduit supports, and under small HVAC compressors.

1. Install pavers over a piece of hard rubber walkway pad on EPDM roofs.

2. Install pavers over a piece of PVC walkway on the PVC roofs.

3.10 GUARD RAIL ASSEMBLIES

A. Fabricate the guard rail in an iron shop in equal length sections to the configuration shown and to resist an individual point load of 200 pounds.

B. Carefully cut and cope all connections, and join them with continuous arc welds. Carefully grind all welds and adjoining surfaces smooth, after welding.

C. Provide telescoping inside expansion slip joints between sections a maximum of 20 feet on center.

D. Shop prime all fabricated items. Spot prime all field joints and scratches prior to finish painting with two coats of finish paint.

3.11 BIRD DETERERNT MONOFILAMENT

A. Install epoxy set stainless steel eye bolts in the brick chimney – shaft masonry, uniformly spaced approximately 6 feet apart; then string the monofilament lines using tighteners so the lines are straight and level

3.12 PAINTING

A. Scrape and wire brush roof top equipment, ladders, access doors and frames (both sides), the guard rail, and the vent pipes to remove loose and peeling paint and surface rust.

B. Install one coat of primer and two finish coats of paint using a brush or roller. Wait 24 hours for each coat of paint to dry before applying the next coat.

C. Do not paint over the equipment labels and name-plates.

3.13 MISCELLANEOUS

A. Provide and install any sealants needed, where shown or required.

B. Perform mechanical and electrical work using skilled and licensed tradesmen.

C. Provide new material, couplings, transition pieces, blocking, fasteners and the similar accessories needed to complete the work.

3.14 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 other work on site.

B. The Owner will conduct a similar inspection at the completion of the work, and the Contractor will be charged for all leaks and damage that weren't 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. Clean up all litter, refuse, rubbish, scrap materials and debris at least twice a day; at noon and at the end of the work day, so the roof and site are neat, orderly and workmanlike. Place the debris in a dumpster, and remove the dumpster from the site as soon as it is full or no longer being used.

F. Carefully and thoroughly clean the entire roof to remove all residual debris when all 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 SUMMARY

A. This Section includes joint sealants for the following locations:

1. Exterior joints in the following vertical surfaces and nontraffic horizontal surfaces:

a. Control and expansion joints in masonry
b. Joints in brick veneer wall surfaces.
c. Joints at cast stone units.
d. Joints between different materials listed above
e. Perimeter joints between materials listed above and frames of aluminum entrance and storefront framing, aluminum curtainwall framing and frames of doors, louvers and windows.
f. Other joints as indicated.

2. Exterior joints in the following horizontal traffic surfaces:

a. Joints as indicated.

1.2 SYSTEM PERFORMANCE REQUIREMENTS

A. Provide elastomeric joint sealants that establish and maintain watertight and airtight continuous joint seals without staining or deteriorating joint substrates.

1.3 ACTION SUBMITTALS

A. Product Data: For each joint-sealant product indicated.

B. Samples for initial selection purposes in form of manufacturer's standard bead samples, consisting of strips of actual products showing full range of colors available, for each product exposed to view.

C. Samples for verification purposes of each type and color of joint sealant required. Install joint sealant samples in 1/2-inch (13-mm)) wide joints formed between two 6-inch (150-mm) long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.

1.4 INFORMATIONAL SUBMITTALS

A. Certificates from manufacturers of joint sealants attesting that their products comply with specification requirements and are suitable for the use indicated.

B. Qualification data complying with requirements specified in "Quality Assurance" article. Include list of completed projects with project names addresses, names of Architects and Owners, plus other information specified.

C. Compatibility and adhesion test reports from elastomeric sealant manufacturer indicating that materials forming joint substrates and joint sealant backings have been tested for compatibility and adhesion with joint sealants. Include sealant manufacturer's interpretation of test results relative to sealant performance and recommendations for primers and substrate preparation needed to obtain adhesion.

D. Product test reports for each type of joint sealants indicated, evidencing compliance with requirements specified.

E. Preconstruction field test reports indicating which products and joint preparation methods demonstrate acceptable adhesion to joint substrates.

F. Warranties: Special warranties specified in this Section.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: Engage an installer who has successfully completed at least three (3) joint sealer applications similar in type and size to that of this project within the last five (5) years. All workers used for work of this Section shall be experienced in the techniques of sealant application and shall be completely familiar with the published recommendations of the manufacturer of the joint sealant materials being used.

B. Source Limitations: Obtain each type of joint sealant through one source from a single manufacturer.

C. Preconstruction Field Testing: Prior to installation of joint sealants, field-test their adhesion to joint substrates as follows:

1. Locate test joints where indicated or, if not indicated, as directed by Architect.
2. Conduct field tests for each application indicated below:
    a. Each type of elastomeric sealant and joint substrate indicated.
    b. Each type of non-elastomeric sealant and joint substrate indicated.

3. Notify Architect one week in advance of the dates and times when mock-ups will be erected.

4. Arrange for tests to take place with joint sealant manufacturer's technical representative present.
5. Test Method: Test joint sealants by hand pull method described below:
   a. Install joint sealants in 60 inches (1500 mm)) joint lengths using same materials and methods for joint preparation and joint sealant installation required for completed Work. Allow sealants to cure fully before testing.
   b. Make knife cuts horizontally from one side of joint to the other followed by 2 vertical cuts approximately 2 inches (50 mm) long at side of joint and meeting horizontal cut at top of 2-inch (50-mm) cuts. Place a mark 1 inch (25 mm) from top of 2-inch (50-mm) piece.
   c. Use fingers to grasp 2-inch (50-mm) piece of sealant just above 1-inch (25-mm) mark; pull firmly down at a 90-degree angle or more while holding a ruler along side of sealant. Pull sealant out of joint to the distance recommended by sealant manufacturer for testing adhesive capability, but not less than that equaling specified maximum movement capability in extension; hold this position for 10 seconds.

6. Report whether or not sealant in joint connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each type of product and joint substrate.
7. Evaluation of Field Test Results: Sealants not evidencing adhesive failure from testing, in absence of other indications of noncompliance with requirements, will be considered satisfactory. Do not use sealants that fail to adhere to joint substrates during testing.

D. Field-Constructed Mock-Ups: Prior to installation of joint sealants, apply elastomeric sealants as follows to verify selections made under sample submittals and to demonstrate aesthetic effects as well as qualities of materials and execution:

1. Joints in field-constructed mock-ups of assemblies specified in other Sections that are indicated to receive elastomeric joint sealants specified in this Section.

E. Pre-Installation Conference: Conduct conference at Project site to comply with requirements of the Division 01 Section covering this activity.

F. Random Field Tests: Periodically test sealants, in place, for adhesion, using methods recommended by sealant manufacturer. Promptly replace any sealant that does not adhere, fails to cure, or fails to perform as specified by the sealant manufacturer.

G. Field Water Test: Perform two field water tests on completed areas including as many conditions as possible. If leakage occurs during testing, repair as required, and re-test area and also test two additional locations.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials to Project site in original unopened containers or bundles with labels indicating manufacturer, product name and designation, color, expiration period for use, pot life, curing time, and mixing instructions for multicomponent materials.

B. Store and handle materials in compliance with manufacturer's recommendations to prevent their deterioration or damage due to moisture, high or low temperatures, contaminants, or other causes.

1.7 PROJECT CONDITIONS

A. Environmental Conditions: Do not proceed with installation of joint sealants under the following conditions:

1. When ambient and substrate temperature conditions are outside the limits permitted by joint sealant manufacturer or below 40 deg F (4 deg C).
2. When joint substrates are wet.

B. Joint Width Conditions: Do not proceed with installation of joint sealants where joint widths are less than allowed by joint sealant manufacturer for application indicated.

C. Joint Substrate Conditions: Do not proceed with installation of joint sealants until contaminants capable of interfering with their adhesion are removed from joint substrates.

1.8 COORDINATION

A. Coordinate the work with all sections referencing this section.

1.9 WARRANTY

A. Special Installer's Warranty: Installer's standard form in which Installer agrees to repair or replace elastomeric joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.

1. Warranty Period: Two years from date of Substantial Completion.

B. Manufacturer’s Warranty: Provide written warranty agreeing to repair or replace, at no cost to Owner, defective materials for twenty (20) years, and workmanship for two (2) years from the Date of Substantial Completion. Defective materials and workmanship shall include, but are not limited to:

1. Deterioration, aging or weathering of the work;
2. Water leakage and/or air leakage;
3. Sealant loss of adhesion, loss of cohesion, cracking or discoloration;

4. Staining or discoloration of adjacent surfaces;
5. Joint failure due to building or joint movement up to the limits prescribed by the manufacturer;
6. Cracks or bubbles on sealant surface.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

A. Compatibility: Provide joint sealants, joint fillers, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.

B. Colors: Provide color of exposed joint sealants to comply with the following:

1. Provide selections made by Architect from manufacturer’s standards or custom colors to match Architect's samples, as directed by Architect.

C. Additional Movement Capability: Where additional movement capability is specified, provide products with the capability, when tested for adhesion and cohesion under maximum cyclic movement per ASTM C 719, to withstand the specified percentage change in the joint width existing at time of installation and remain in compliance with other requirements of ASTM C 920 for Uses indicated.

D. Stain-Test-Response Characteristics: Where sealants are specified to be nonstaining to porous substrates, provide products that have undergone testing according to ASTM C 1248 and have not stained porous joint substrates indicated for Project

2.2 SILICONE JOINT SEALANT

A. Single-Component, Nonsag, Neutral-Curing Silicone Joint Sealant: ASTM C 920, Type S, Grade NS, Class 100, for Use G, A, M, O; non-staining and field-tintable.

1. Basis of Design Product: Provide Pecora Corporation “890FTS” sealant or equal manufactured by one of the following:
   a. Dow Corning Corporation.
   b. GE Advanced Materials - Silicones
   c. Sika Corporation, Construction Products Division
   d. Tremco Incorporated

B. Additional Movement Capability: 100 percent movement in extension and 50 percent in compression for a total of 150 percent movement.

C. Uses: General exterior use.

2.3 POURABLE URETHANE JOINT SEALANT

A. Multicomponent Pourable Urethane Sealant: Manufacturer's standard, non-modified, two-part, urethane sealant; complying with ASTM C 920, Type M, Grade P, Class 25, Uses T, M, A and, as applicable to joint substrates indicated, O.

1. Available Products: Subject to compliance with requirements, urethane joint sealants that may be incorporated in the Work include, but are not limited to, the following:
   a. NR-200 Urexpan, Pecora Corporation
   b. Sikaflex 2c SL, Sika Corporation
   c. Masterseal SL 2; Master Builders Solutions Div., BASF

B. Uses: Interior or exterior use for level pavement or slab joints.

2.4 NONSAG URETHANE JOINT SEALANT

A. Multi-Part Non-Sag Urethane Sealant: Except as otherwise indicated, provide manufacturer's standard, non-modified, two-part, urethane sealant; complying with ASTM C 920, Type M, Grade NS, Class 25, Uses T, M, A and, as applicable to joint substrates indicated, O.

1. Available Products: Subject to compliance with requirements, urethane joint sealants that may be incorporated in the Work include, but are not limited to, the following:
   a. Sikaflex 2c NS; Sika Corp
   b. Dynatred, Pecora Corporation
   c. Masterseal NP 2; Master Builders Solutions Div., BASF

B. Uses: Interior or exterior use for pavement or slab joints where slope exceeds one percent..

2.5 PREFORMED FOAM SEALANTS

A. Preformed Foam Sealants: Manufacturer's standard preformed, precompressed, impregnated open-cell foam sealant manufactured from high-density urethane foam impregnated with a nondrying, water repellent agent; factory-produced in precompressed sizes and in roll or stick form to fit joint widths indicated and to develop a watertight and airtight seal when compressed to the degree specified by manufacturer.

1. Available Products: Subject to compliance with requirements, preformed foam sealants that may be incorporated in the Work include, but are not limited to, the following:
   a. Backerseal by Emseal, a Sika Company.
   b. Willseal 600S by Willseal, a Tremco Company.

2.6 JOINT SEALANT BACKING

A. General: Provide sealant backings of material and type that are nonstaining; are compatible with joint substrates, sealants, primers and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

B. Plastic Foam Joint Fillers: Preformed, compressible, resilient, nonstaining, nonwaxing, nonextruding strips of flexible plastic foam of material indicated below and of size, shape, and density to control sealant depth and otherwise contribute to producing optimum sealant performance:

   1. Closed-cell polyethylene foam, nonabsorbent to liquid water and gas, nonoutgassing in unruptured state.
   2. Manufacturer: Provide Cera-Rod manufactured by W.R. Meadows, Inc., or equivalent.

C. Bond-Breaker Tape: Polyethylene tape or other plastic tape as recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint filler materials or joint surfaces at back of joint where such adhesion would result in sealant failure. Provide self-adhesive tape where applicable.

2.7 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 in any way joint substrates and adjacent nonporous surfaces, and formulated to promote optimum adhesion of sealants with 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 joint sealant performance. Do not proceed with installation of joint sealants until unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with recommendations of joint sealant manufacturer 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 concrete, masonry, unglazed surfaces of ceramic tile, and similar porous joint substrate surfaces by brushing, grinding, blast cleaning, 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 from above cleaning operations by vacuuming or blowing out joints with oil-free compressed air.
3. Remove laitance and form release agents from concrete.
4. Clean metal, glass, porcelain enamel, glazed surfaces of ceramic tile, and other nonporous 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 indicated or where recommended by joint sealant manufacturer based on preconstruction joint sealant-substrate tests or prior experience. Apply primer to comply with joint sealant manufacturer's recommendations. 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 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 printed installation instructions applicable to products and applications indicated, except where more stringent requirements apply.

B. Sealant Installation Standard: Comply with recommendations of ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

C. Installation of Sealant Backings: Install sealant backings to comply with the following requirements:

1. Install joint fillers of type indicated to provide support of sealants during application and at position required to produce the cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
   a. Do not leave gaps between ends of joint fillers.
   b. Do not stretch, twist, puncture, or tear joint fillers.
   c. Remove absorbent joint fillers that have become wet prior to sealant application and replace with dry material.

2. Install bond breaker tape between sealants where backer rods are not used between sealants and joint fillers or back of joints.

D. Installation of Sealants: Install sealants by proven techniques that result in sealants directly contacting and fully wetting joint substrates, completely filling recesses provided for each joint configuration, and providing uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability. Install sealants at the same time sealant backings are installed.

E. Tooling of Nonsag Sealants: Immediately after sealant application and prior to time skinning or curing begins, tool sealants to form smooth, uniform beads of configuration indicated, to eliminate air pockets, and to ensure contact and adhesion of sealant with sides of joint. Remove excess sealants from surfaces adjacent to joint. Do not use tooling agents that discolor sealants or adjacent surfaces or are not approved by sealant manufacturer.

1. Provide concave joint configuration per Figure 5A in ASTM C 1193, unless otherwise indicated.
   a. Use masking tape to protect adjacent surfaces of recessed tooled joints.

F. Installation of Preformed Foam Sealants: Install each length of sealant immediately after removing protective wrapping, taking care not to pull or stretch material, and to comply with sealant manufacturer's directions for installation methods, materials, and tools that produce seal continuity at ends, turns, and intersections of joints. For applications at low

ambient temperatures where expansion of sealant requires acceleration to produce seal, apply heat to sealant in conformance with sealant manufacturer's recommendations.

3.4 CLEANING

A. Clean off excess sealants or sealant smears adjacent to joints as work progresses by methods and with cleaning materials approved 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 or from damage resulting from construction operations or other causes so that they are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so that and installations with repaired areas are indistinguishable from original work.

END OF SECTION 079200

SECTION 089000 - LOUVERS AND VENTS

PART 1 - GENERAL

1.1 SUMMARY

A. This Section Includes the Following:

1. Fixed, extruded-aluminum louvers.

B. Related Sections Include the Following:

1. Division 23 Sections for louvers that are a part of mechanical equipment.

1.2 DEFINITIONS

A. Louver Terminology: Definitions of terms for metal louvers contained in AMCA 501 apply to this Section unless otherwise defined in this Section or in referenced standards.

1.3 PERFORMANCE REQUIREMENTS

A. Structural Performance: Provide louvers capable of withstanding 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 on vertical projection of louvers.

1. Wind Loads: Determine loads based on a uniform pressure as required for the project (150 lbs./sq. ft. maximum pressure) acting inward or outward.

B. Thermal Movements: Provide louvers 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 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 (Range): 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

C. Air-Performance, Water-Penetration, Air-Leakage, and Wind-Driven Rain Ratings: Provide louvers complying with performance requirements indicated, as demonstrated by

testing manufacturer's stock units identical to those provided, except for length and width according to AMCA 500-L.

D. Miami-Dade Protocols: Louver design shall pass the following tests.

1. PA 201-94 Large Missile Impact.
2. PA 202-94 Uniform Pressure (for ±150 psf wind load).
3. PA 203-94 Cyclic Wind Pressure.

1.4 SUBMITTALS

A. Product Data: For each type of product indicated. 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 blade profiles, angles, and spacing.

C. Samples for Verification: For each type of metal finish required.

D. Product Certificates: Signed by manufacturers stating the location of the material manufacturer and the distance from the manufacturer to the Project site.

E. Miami-Dade County Building Code Compliance Office (BCCO) - Check published list for approval of Hurricane Louvers.

1.5 QUALITY ASSURANCE

A. Source Limitations: Obtain louvers and vents through one source from a single manufacturer where indicated to be of same type, design, or factory-applied color finish.

B. SMACNA Standard: Comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" for fabrication, construction details, and installation procedures.

1.6 PROJECT CONDITIONS

A. Field Measurements: Verify louver openings by field measurements before fabrication and indicate measurements on Shop Drawings.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Basis-of-Design Product: The design for each louver is based on the product named. Subject to compliance with requirements, provide either the named product or approved equivalent by one of the following:

1. Construction Specialties.
2. Airolite Co.
3. Reliable Metal Products.
4. Ruskin.

2.2 MATERIALS

A. Aluminum Extrusions: ASTM B 221 (ASTM B 221M), alloy 6063-T5 or T-52.T-52.

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. Aluminum Castings: ASTM B 26/B 26M, alloy 319.

D. Fasteners: Of same basic metal and alloy as fastened metal or 300 Series stainless steel, unless otherwise indicated. Do not use metals that are incompatible with joined materials.

1. Use types and sizes to suit unit installation conditions.
2. Use Phillips flat-head screws for exposed fasteners, unless otherwise indicated.

E. Postinstalled Fasteners for Concrete and Masonry: Torque-controlled expansion anchors, made from stainless-steel components, with capability to sustain, without failure, a load equal to 4 times the loads imposed, for concrete, or 6 times the load imposed, for masonry, as determined by testing per ASTM E 488, conducted by a qualified independent testing agency.

F. Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D 1187.

2.3 FABRICATION, GENERAL

A. Assemble louvers in factory to minimize field splicing and assembly. Disassemble units as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation.

B. Maintain equal louver blade spacing to produce uniform appearance.

C. 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.

D. Include supports, anchorages, and accessories required for complete assembly.

E. Where indicated, provide subsills made of same material as louvers or extended sills for recessed louvers.

F. Join frame members to each other and to fixed louver blades with fillet welds, threaded fasteners, or both, as standard with louver manufacturer, concealed from view, unless otherwise indicated or size of louver assembly makes bolted connections between frame members necessary.

2.4 FIXED, EXTRUDED-ALUMINUM LOUVERS

A. Horizontal, High Performance Blade Hurricane Louver:

1. Basis-of-Design Product: Architectural Louvers Co. (Harray, LLC); Model E6WF.
2. Finish: Fluoropolymer 3-Coat System.
3. Frame Depth: 6-inches.
4. Blade Depth: 4-inches.
5. Blade Profile: Plain blade without center baffle.
6. Frame and Blade Thickness: Not less than 0.080 inch.
7. Louver Performance Requirements:
    a. Free Area: Not less than 8.2 sq. ft. for 48-inch-wide by 48-inch- high louver.
    b. Air Performance: Not more than 0.20-inch wg static pressure drop at 700-fpm free-area velocity.
    c. Wind-Driven Rain Performance: Not less than 99 percent effectiveness when subjected to a rainfall rate of 3 inches per hour and a wind speed of 29 mph at a core-area intake velocity of 680 fpm. Not less than 99 percent effectiveness when subjected to a rainfall rate of 8 inches per hour and a wind speed of 50 mph at a core-area intake velocity of 570 fpm.
8. Sizes: Refer to Contract Drawings for sizes, configurations, and locations.
9. AMCA Seal: Mark units with AMCA Certified Ratings Seal.
10. Miami-Dade County Approval: Mark units with approval number

2.5 LOUVER SCREENS

A. General: Provide screen at each exterior louver.

1. Screen Location for Fixed Louvers: Interior face.
2. Screening Type: Bird screening. NO Insect screening allowed.

B. Secure screens to louver frames with stainless-steel machine screws, spaced a maximum of 6 inches from each corner and at 12 inches o.c.

C. Louver Screen Frames: Fabricate with mitered corners to louver sizes indicated.

1. Metal: Same kind and form of metal as indicated for louver to which screens are attached. Reinforce extruded-aluminum screen frames at corners with clips.
2. Finish: Same finish as louver frames to which louver screens are attached.

D. Louver Screening for Aluminum Louvers:

1. Bird Screening: Aluminum, 1/2-inch- square mesh, 0.063-inch wire.

2.6 BLANK-OFF PANELS

A. Insulated, Blank-Off Panels: Laminated panels consisting of an insulating core surfaced on back and front with metal sheets and attached to back of louver.

1. Thickness: 1 inch.
2. Metal Facing Sheets: Aluminum sheet, not less than 0.032-inch nominal thickness.
3. Insulating Core: Rigid, glass-fiber-board insulation.
4. Edge Treatment: Trim perimeter edges of blank-off panels with louver manufacturer's standard channel frames, with corners mitered and with same finish as panels.
5. Seal perimeter joints between panel faces and louver frames with gaskets or sealant.
6. Panel Finish: As selected by Architect.
7. Attach blank-off panels with clips.

2.7 FINISHES, GENERAL

A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

B. Finish louvers after assembly.

2.8 ALUMINUM FINISHES

A. Finish designations prefixed by AA comply with system established by the Aluminum Association for designating aluminum finishes.

B. High-Performance Organic Finish: AA-C12C42R1x (Chemical Finish: cleaned with inhibited chemicals; Chemical Finish: acid-chromate-fluoride-phosphate conversion coating; Organic Coating: as specified below). Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.

1. Fluoropolymer 3-Coat System: Manufacturer's standard 3-coat, thermocured system consisting of specially formulated inhibitive primer, fluoropolymer color coat and clear topcoat containing not less than 70 percent polyvinylidene fluoride resin by weight; complying with AAMA 2605.
   a. Color(s): As selected by Architect.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and openings, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance.

1. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Coordinate setting drawings, diagrams, templates, instructions, and directions for installation of anchorages that are to be embedded in concrete or masonry construction. Coordinate delivery of such items to Project site.

3.3 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. Form closely fitted joints with exposed connections accurately located and secured.

D. Provide perimeter reveals and openings of uniform width for sealants and joint fillers, as indicated.

E. Repair finishes damaged by cutting, welding, soldering, and grinding. Restore finishes so no evidence remains of corrective work. Return items that cannot be refinished in the field to the factory, make required alterations, and refinish entire unit or provide new units.

F. Protect galvanized and nonferrous-metal surfaces from corrosion or galvanic action by applying a heavy coating of bituminous paint on surfaces that will be in contact with concrete, masonry, or dissimilar metals.

G. Install concealed gaskets, flashings, joint fillers, and insulation as louver installation

progresses, where weathertight louver joints are required.

3.4 ADJUSTING AND CLEANING

A. Clean exposed surfaces of louvers that are not protected by temporary covering, to remove fingerprints and soil during construction period. Do not let soil accumulate until final cleaning.

B. Before final inspection, clean exposed surfaces with water and a mild soap or detergent not harmful to finishes. Thoroughly rinse surfaces and dry.

C. 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.

1. Touch up minor abrasions in finishes with air-dried coating that matches color and gloss of, and is compatible with, factory-applied finish coating.

END OF SECTION 089000

SECTION 230100 - GENERAL CONDITIONS

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 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 230100

SECTION 230110 - 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 the furnishing and installation complete of all work as shown on the Contract Documents, including but not necessarily limited to the following:

1. Roof Air Cooled Chillers & associated appurtenances.

2. All required piping, valves, and related specialties.

3. Pipe insulation.

4. Rigging of equipment.

5. 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.

6. Air and Water Balancing.

7. Automatic temperature controls with complete wiring (regardless of voltage).

8. Testing, adjusting and start-up of equipment.

9. Painting and identification of all equipment and piping.

10. Firestopping per NFPA requirements (UL approved systems).

11. Operating and maintenance instructions.

12. As-Built Drawings - Refer to Division 1.

13. Cutting and Patching - Refer to Division 1.

14. Excavation and Backfill - Refer to Division 2.

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 230110

SECTION 230170 - CHILLERS

PART 1 - GENERAL

Applicable Provisions of the Conditions of the Contract and Division 1 General Requirements govern work in this section.

1.1 SYSTEM DESCRIPTION

A. Microprocessor controlled, air-cooled liquid chiller utilizing low sound fans, electronic expansion valve, packaged INVERTER Chiller-heat pump modules. Provide a complete, multiple inverter driven scroll compressor, packaged INVERTER chiller-heat pump units as specified herein and as shown on the drawings. The units shall be in accordance with the standards referenced and any local codes in effect.

B. All products provided by other than the unit manufacture shall be manufactured and installed in such a manor to not interfere with the proper operation of the INVERTER chiller-heat pump. Shall include but not limited to cleaning of fluid piping, flexible connectors, pumps, valves, strainers, proper power supplies, wire and electrical devices, mounting structures, vibration isolation.

C. The following fluid specification shall be maintained; Water- PH 7-9, total dissolved solids less than 1000PPM, hardness (CaCo3) 30-500 PPM, alkalinity (CaCo3) 0-500 PPM, chlorides less than 200 PPM, sulfates less than 200 PPM. Water with 30% glycol- PH 7-9, total dissolved solids 1000 -10,000 PPM, conductivity 1000-5000 PPM, hardness (CaCo3) 30-500 PPM, alkalinity (CaCo3) more than 500 PPM, chlorides less than 200PPM, sulfides less than 200 PPM.

D. The INVERTER chiller-heat pump shall be capable of stable operation to a minimum percentage of full load (without hot gas bypass) of 20%. Performance shall be in accordance with AHRI Standard 550/590. The chiller shall have the ability to support variable flow range down to 55% of nominal design (based on AHRI conditions). The INVERTER chiller-heat pump shall have the ability to control leaving chilled fluid temperature from 14°F to 68°F and leaving heated fluid temperature from 86F to 131F.

1.2 QUALITY ASSURANCE

A. Unit shall be rated in accordance with AHRI Standard 550/590, latest edition (U.S.A.) and all units shall be ASHRAE 90.1 compliant.

B. Unit construction shall comply with ASHRAE 15 Safety Code, UL latest edition, and ASME applicable codes (U.S.A. codes).

C. Unit shall be manufactured in a facility registered to ISO 9001 Manufacturing Quality Standard.

D. Unit shall be full load run tested at the factory.

1.3 DELIVERY, STORAGE AND HANDLING

A. Unit controls shall be capable of withstanding 150 F (66 C) storage temperatures in the control compartment.

B. UNIT SHALL BE STORED HANDLED AND INSURED BY THIS CONTRACTOR UNTIL IT IS READY TO BE RIGGED IN PLACE BY THIS CONTRACTOR.

PART 2 - PRODUCTS

2.1 EQUIPMENT

A. General: LG Inverter Chiller-Heat Pump, factory assembled, modular units with single-piece chassis, air-cooled liquid chiller. Contained within the unit cabinet shall be all factory wiring, piping, controls, refrigerant charge (R-410A), and special features required prior to field start-up. LG INVERTER Chiller-heat pump, constructed as a modular unit, for heating and cooling of fluid systems shall be an air-cooled system allowing user to configure in the field a heat pump or Chilled fluid only system consisting of one or more modules water piped together as a single system or multi-systems.

1. INVERTER chiller-Heat Pump systems shall be able to provide chilled fluid (14F to 68F) or heated fluid (86F to 131F) depending the mode set.

2. Cool only mode shall provide chilled fluid between 14F and 68F.

3. Operating ambient conditions where continuous compressor operation shall be guaranteed; Heating mode, -22F to 95F, cooling mode, 5F to 122F.

B. Unit Cabinet

1. Frame shall be of heavy-gage, galvanized steel.

2. Exterior panels shall be galvanized steel with a baked enamel powder or pre-painted finish.

3. Cabinet shall be capable of withstanding 500-hour salt spray test in accordance with the ASTM (U.S.A.) B-117 standard.

C. Fans

1. Condenser fans shall be direct-driven, 9-blade airfoil cross-section, reinforced polymer construction, shrouded-axial type, and shall be statically and dynamically balanced with inherent corrosion resistance.

2. Fan operation shall allow reduced sound levels during scheduled unoccupied operating periods. Manufacturers without unoccupied reduced sound capability shall submit 1/3 octave band data and sound power data as measured according to AHRI 370 as confirmation of unit sound characteristics.

D. Operating Conditions

1. Outdoor Unit shall be capable of continuous compressor operation between the following operating ambient air conditions, operation outside of these conditions are possible and may involve non-continuous operations.

a. Operating Ambient Air Conditions:

b. Cooling: 5°F DB to 122°F DB

c. Heating: -22°F WB to 95°F DB

2. Electrical

a. All air source INVERTER Chiller-heat pumps shall be designed and electrically protected to maintain stable continuous compressor operation when provided with 208-230/60/3 power with the following specifications:
   i. Voltage fluctuation of ± 10%
   ii. Voltage imbalance of up to two percent.
   iii. Power surge of up to 65kA RMS Symmetrical.

E. General Features

1. The air-conditioning system shall use R410A refrigerant.

2. Each system shall consist of one or more modules water piped and controlled as a single system.

3. Systems shall employ self-diagnostics function to identify any malfunctions and provide type and location of malfunctions via fault alarms.

4. The unit shall be shipped from the factory fully assembled including internal refrigerant piping, inverter driven compressor(s), controls, temperature sensor, contacts, relay(s), fans, fluid control & monitoring, power and communications wiring as necessary to perform both Heat Pump and chiller only operations.

5. Microprocessor**:**

   a. Factory installed HMI microprocessor controls in the INVERTER chiller-heat pump outdoor unit(s), shall perform functions to optimize the operation of the INVERTER chiller-heat pump system and chilled/hot water control and communicate in a daisy chain configuration between outdoor units via RS485 (shielded twisted wire pair) network. Control devices shall also be available to control other building systems as required from the INVERTER chiller-heat pump control system. DIO/AIO capabilities shall be available as well as a central controller to perform operation changes, schedules, pump control, flow monitoring and other duties as required by this specification. Addition of separate building control system shall not be required. Other control devices and sequences shall be as specified in other sections of this project specification.

6. Compressor Control:

   a. Fuzzy control logic shall establish and maintain target evaporating temperature (Te) in cooling mode and condensing temperature (Tc) in heating mode by Fuzzy control logic to ensure the stable system performance.

7. Initial Test Run (ITR) (Heating or Cooling) / Fault Detection Diagnosis (FDD) Code:

   a. This control mode shall monitor and display positive or negative results of system initial startup and commissioning. Heating or Cooling ITR mode will be automatically selected. It shall monitor and provide performance metrics for the following, but not be limited to, refrigerant charge validation, auto-charge operation verification, refrigerant cycle stability, connection ratios, indoor unit status, error status, and number of indoor units connected. This commissioning specific control mode shall not replace the system error monitoring control system during normal operation.

8. BMS Integration:

   a. The INVERTER chiller-heat pump system shall be able to integrate with Building Management Systems via ModBus or BACnet™ IP gateway. This gateway converts between BACnet™ IP or Modbus TCP protocol, and RS-485 LGAP (LG Aircon protocol) allowing third party control and monitoring of the LG A/C system, or LonWorks™ gateways. See controls specification for points list.

9. Wi-Fi Communication:

   a. The outdoor unit INVERTER chiller-heat pump microprocessor shall be capable of being monitored via an optional Wi Fi wireless communications dongle or embedded Wi Fi transmitter. Wi-Fi shall allow service or maintenance personal access to the complete operating system, via LGMV mobile, without need of tools other than smart phone or tablet. Active live system review, collection of all system data for a field determined duration presented in a .csv file format or collection of all operating conditions, including all indoor units, valves, sensors, compressor speeds, refrigerant pressures, etc., by snapshot of conditions and placing that snapshot into a power point slide to be reviewed at another time. Systems that require computers, hard wire only connection or other devices to collect, review or record operating conditions shall not be allowed.

   b. The outdoor unit INVERTER chiller-heat pump shall be provided with a factory installed fusible plug or rupture disc. The fusible plug connection shall be threaded for easy connection with a field provided vent pipe to safely discharge the system's refrigerant charge away from the outdoor unit if a building fire causes an extreme pressure condition in the outdoor unit refrigerant circuit employ for safety a threaded fusible plug.

10. Refrigerant Flow Control

   a. An active refrigerant -in-circulation control system consisting of a refrigerant storage container, interconnecting refrigerant piping control valves, pressure transducers, microprocessor control, and software to continuously monitor necessary refrigeration cycle operating parameters to maintain stable cycle operation between minus (-)22°F and 122°F ambient conditions. The refrigerant system operating conditions shall be checked by the algorithm at three minute intervals and if needed automatically and dynamically remove and store refrigerant to the storage tank or inject refrigerant from the tank into the refrigerant circuit.

   b. The algorithm shall adjust refrigerant charge automatically:

      1. As the outdoor air temperature changes.

      2. System mode of operation changes.

      3. The path of refrigerant flow through the outdoor coil is modified.

      4. The system's target suction and head pressure control values are adjusted.

c. Sub-cooler: The INVERTER chiller- heat pump outdoor unit shall include a factory provided and mounted sub-cooler assembly consisting of a shell and tube-type sub-cooling heat exchanger and EEV providing refrigerant sub-cooling modulation control by fuzzy logic of EEV and by mode of operation to provide capacity and efficiency as required. Brazed plate heat exchangers shall not be allowed for this function.

1. Maximize energy savings.

2. Balance the rate of temperature change with energy consumed.

3. Quickly cool/heat the system water.

11. Refrigerant Volume Management:

a. Active Refrigerant Charge

1. The INVERTER chiller-heat pump system shall be able to operate at any and all published conditions year-round in cooling or heating mode without the need of adding or removing refrigerant from the system.
2. The air source unit shall be provided with an isolated vessel, interconnecting piping, valves and sensors to store refrigerant and actively pass refrigerant to (or from) the refrigerant circuit in real time as necessary to maintain stable refrigeration cycle operation.
3. The air source unit microprocessor shall be provided with an algorithm that monitors the INVERTER chiller-heat pump system head pressure, suction pressure, sub-cooling, superheat, compressor speed, high and low side temperatures, chilled water temperatures, hot water temperatures, status of water flow and the load on the system at three minute intervals and if needed, automatically and dynamically remove and store refrigerant to the storage tank or inject refrigerant from the tank into the refrigerant circuit.

b. Manual Seasonal Refrigerant Charge Adjustments:

1. Alternates: Systems that CANNOT passively and automatically modify the active refrigerant charge using the method(s) stated in the section *Active Refrigerant Charge* shall clearly state so in bold capital letters in the proposal that this feature is not included.

2. INVERTER chiller-heat pump systems that cannot perform active refrigerant control may submit their proposal as an Alternate. However all Alternate proposals must include as part of the equipment price the cost of to provide bi-annual refrigerant charging services for 15 years. Service shall be performed by the factory authorized agent only. Service shall include refrigerant, parts, labor, truck and/or trip charges, and any miscellaneous fees necessary to analyze the current state of the system and perform the refrigerant charge adjustment. Service must occur one month before the winter season and one month before the summer season. Provide separate proposal for above and include in product bid price.
3. If the INVERTER chiller-heat pump system requires a charge adjustment more frequently to maintain stable operation, the INVERTER chiller-heat pump manufacturer shall provide additional services at no additional charge.
4. The 15-year period shall begin on the date the equipment is commissioned or the date the building occupancy permit was issued for the area(s) served by the system – whichever date is later.
5. This service shall be underwritten, warranted, and administered by the INVERTER chiller-heat pump equipment manufacturer – not the local distributor or applied representative.
6. The selected service provider shall be mutually agreeable between the building owner (or owners' agent) and must be licensed, insured, and trained to work on the INVERTER chiller-heat pump system. No third-party service (subcontracted service) providers will be acceptable.
7. If the service provider is not an employee of the INVERTER chiller-mp manufacturer, the service provider shall be reimbursed for services rendered directly from the manufacturer. Labor rate for services shall be paid at the prevailing union wage rate in place at the time of service.

F. Defrost Operations

1. Defrost Mode Selection: The outdoor unit shall be provided with a minimum of three field selectable defrost operation modes: Normal, Fast, or Forced.

   a. Fast Defrost: Operation intended for use in areas of the country with mild winter temperatures and light to moderate humidity levels. The strategy minimizes defrost cycle frequency allowing frozen precipitation to build longer in between cycles. Minimum time between defrost cycles shall be 20 minutes. Intelligent Defrost shall choose between split coil/frame and full system methods based on current weather conditions to minimize energy consumption and maximize heating cycle time.

b. Forced Defrost: Operation shall be available for the service provider to test defrost operations at any weather condition and to manually clear frozen water from the outdoor coil surfaces.

2. Defrost Method Selection: The outdoor unit shall be provided with two field selectable defrost operation methods: Split Frame and Full System. Split Frame option provides continuous heating of the occupied space during defrost operation.

a. Split Frame method shall be available when Normal Defrost mode is selected. Split Frame defrost shall be available on all INVERTER Chiller-Heat Pump multi-frame outdoor units.

b. When Split Frame method is selected, a Full System defrost shall occur every 1-9 (field selectable) defrost cycles to assure 100% of the frozen precipitation has been removed to maintain efficient performance.

G. Oil Management

1. The system shall utilize a high pressure oil return system to ensure a consistent film of oil on all moving compressor parts at all points of operation. Oil is returned to compressor through a separate high pressure oil injection pipe directly into the oil sump. Oil returned to the compressor via the suction port of the compressor shall not be allowed.

2. Each compressor shall be provided with a high efficiency independent centrifugal cyclone type oil separator, designed to extract oil from the oil/refrigerant gas stream leaving the compressor.

3. The system shall have an oil level sensor in the compressor to provide direct oil level sensing data to the main controller. The sensor shall provide data to main outdoor unit PCB to start oil return mode.

4. The system shall only initiate an oil return cycle if the sensed oil level is below oil level target values as determined by the microprocessor. The system shall display an error if the oil sensor signals low oil level for a period of 130 minutes or longer.

5. A default oil return algorithm shall automatically initiate the oil return mode if the system detects a failure of the oil sump sensor. A fault code shall be reported by the system.

6. Timed oil return operations or systems that do not directly monitor compressor oil level shall not be permitted.

H. Fan and Motor Assembly

1. Each section, (1-3 sections), shall be equipped with two direct drive variable speed propeller fan(s) with BLDC motor(s) with a vertical air discharge.

2. The fan(s) blades shall be made of Acrylonitrile Butadiene Styrene (ABS) material and incorporate biomimetic technology to enhance fan performance and reduce fan generated noise.

3. The fan(s) motor shall be equipped with permanently lubricated bearings.

4. The fan motor shall be variable speed with an operating speed range of 0-1150 RPM cooling mode and 0-1150 RPM heating mode.

5. The fan shall have a guard to help prevent contact with moving parts.

6. The cabinet shall have option to redirect the discharge air direction from vertical to horizontal with the addition of optional field provided air guides.

7. The fan controller shall have a DIP switch setting to raise external static pressure of the fan up to 0.32 inch of W.C. to accommodate ducted installations.

8. The fan control shall have a function setting to remove excess snow automatically.

9. The fan control shall have a function setting to remove access dust and light debris from the outdoor unit and coil.

I. Cabinet

1. Outdoor unit cabinet shall be made of 20-gauge galvanized steel with a weather and corrosion resistant enamel finish. Outdoor unit cabinet finish shall be tested in accordance with ASTM B-117 salt spray surface scratch test (SST) procedure for a minimum of 1000 hours.

2. A smaller service access panel, not larger than 7” x 7” and secured by a maximum of (2) screws, shall be provided to access the following:

   a. Service tool connection
   b. DIP switches
   c. Auto addressing
   d. Error codes
   e. Main microprocessor
   f. Inverter PCB

3. The cabinet shall have a factory installed coil guard.

J. Outdoor Unit Coil

1. Outdoor unit coil shall be designed, built and provided by the INVERTER chiller-heat pump outdoor unit manufacturer.

2. The outdoor unit coil for each cabinet shall have lanced aluminum fins with a maximum fin spacing of no more than 17 Fins per Inch (FPI). All the outdoor unit coils shall be 3 rows consisting of staggered tubes for efficient air flow across the heat exchanger.

3. Outdoor unit coil shall be comprised of aluminum fins mechanically bonded to copper tubing with inner surfaces having a riffling treatment to expand the total surface of the tube interior.

4. The aluminum fin heat transfer surfaces shall have factory applied corrosion resistant Black Fin II coating. The copper tubes shall have inner riffling to expand the total surface of the tube interior.

a. ISO 21207 Salt Spray Test Method B – 10,000 hours

b. ASTM B-117 Acid Salt Test –

c. The Black Fin II coating shall be certified by Underwriters Laboratories and per ISO 21207. The above conditions shall establish the minimum allowable performance which all alternates must comply.

K. Compressor(s)

1. Compressor shall be designed and assembled by the INVERTER chiller-heat pump manufacturer specifically for use in the air source INVERTER chiller-heat pump product line. Third party manufactured, branded, or designed to the INVERTER chiller-heat pump system’s OEM specifications by a third party manufacturer shall not be acceptable.

2. Compressor shall be a hermetic, high-side shell (HSS), commercial grade, compliant scroll direct-drive design.

a. Compressor Design: The compressor design shall be of the high pressure shell scroll type where the internal pressure below the scroll plates of the compressor shall be at the same high pressure and high temperature. The motor shall be cooled by high pressure gas at temperatures above saturation conditions and minimize the mixing of refrigerant liquid with oil in the sump. The system shall employ a high pressure oil return method returning recovered oil from the oil separator directly into the oil sump of

the compressor; oil shall not be allowed to return via the suction line. Bearing surfaces are continually coated with oil. The compressor shall employ an Aero-bearing constructed with high lubricity materials increasing operation time in case of low sump oil level. Compressor shall have a nominal operating range from 30Hz to 150 Hz.

3. The fixed and oscillating compressor scroll components shall be made of high grade (GC25) or denser steel material. All scrolls shall be heat treated and tempered.

4. The oscillating scroll shall be finely machined and polished. PVE refrigerant oil shall be used as the sole liquid used to maintain a seal between the high and low sides of the compression chamber. Compressors that require the use of any type of mechanical or wearable sealant material between the moving surfaces of the compression chamber is NOT ACCEPTABLE.

5. Vapor Injection: System shall have a medium pressure gas vapor injection function employed in the heating and cooling modes to increase system capacity when the outdoor ambient temperatures are low and to lower compressor lift when temperatures are high. The compressor vapor injection flow amount shall be controlled by the vapor injection sub-cooling algorithm reset by discharge gas temperatures of the compressor.

6. Bearing surfaces shall be coated with Teflon® equal. Bearings shall be lubricated using a constant flow of PVE refrigerant oil to the bearing surfaces, the film of oil separating the crankshaft journals and bearing surfaces shall be consistent at all times the crankshaft is in motion and shall be maintained irrelevant of crankshaft rotational speed.

7. Pressure differential design shall draw oil from the compressor sump reservoir, pressurize the oil and inject the oil directly to the crankshaft journals maintaining a consistent film of oil between all moving parts. Auxiliary, indirect, or electronically driven oil pumps are not acceptable.

8. The viscosity property of the PVE oil in the compressor sump shall be maintained irrelevant of compressor operation and the surrounding ambient temperature.

    a. The compressor shall be equipped with control to automatically supply the compressor windings with a trickle charge of electricity enough to maintain the oil temperature above the refrigerant boiling temperature that is automatically activated only when the ambient temperature is below freezing, and the compressor is not running. Addition of external crank case heaters shall not be allowed.

    b. Low side shell (LSS) type compressors that use suction vapor to cool the compressor motor shall not be allowed.

9. The compressor motor shall be designed to operate at high temperatures.

    a. The motor winding insulation shall be designed to operate continuously at a minimum temperature of 180°F without deterioration.

    b. The motor cooling system shall be designed to maintain acceptable operational temperature at all times and in all conditions using high pressure, hot refrigerant vapor as motor coolant.

    c. Low side shell (LSS) and compressors that use low pressure, low temperature refrigerant gas to cool the motor are not acceptable.

10. Inverter Compressor Controller(s)

    a. Each compressor shall be equipped with a dedicated inverter compressor drive. The control of multiple compressors using a single drive is not acceptable.

    b. The inverter drive shall vary the speed of the compressor crankshaft between zero (0) Hz and 150 Hz.

    c. The inverter driver controller shall be matched with the physical properties of the compressor. The drive shall be manufactured by the INVERTER chiller-heat pump unit manufacturer. The inverter drive and matching compressor shall have been thoroughly tested as a matched pair. The inverter drive shall be programmed to avoid operating the compressor at any speed that results in harmonic vibration, nuisance noise, or mechanical damage to either the driver or the compressor with power provided that is within the tolerance specification.

    d. The compressor inverter drive assembly and software must be designed, manufactured, and supplied by the INVERTER chiller-heat pump product manufacturer. Third party branded inverter driver hardware and/or driver software or inverter driver hardware and/or software provided by a third party manufacturer to meet OEM specifications will not acceptable.

11. Compressor(s)

    a. Each section (1-3 sections) shall be equipped with two independently circuited single hermetically sealed, inverter driven, High Side Shell (HSS) scroll compressor, complete with all specified safety controls.

    b. Each inverter driven, HSS scroll compressor shall be capable of operating from 30 Hz up to 150 Hz in any and all modes (cooling, heating).

    c. The compressor shall be designed for a separate port for high pressure oil to be directly returned to the compressor oil sump.

d. The compressor bearing(s) shall have Teflon™ coating and shall be an aero type design using High lubricity materials.

e. The compressor(s) shall be protected with:

I. High Pressure switch
II. Over-current /under current protection
III. Oil sump sensor
IV. Phase failure
V. Phase reversal

12. Compressor shall be capable of receiving injection of medium pressure gas at a point in the compression cycle where such injection shall allow a greater mass flow of refrigerant at lower outdoor ambient and achieving a higher heating capability. The INVERTER chiller-heat pump outdoor unit shall have published performance data for heating mode operation to ambient temperature of -22°F for the INVERTER chiller-heat pump system.

a. Contracted Standard shall include but is not limited to the following, all inverter driven compressors, all compressors with vapor injection capabilities and all compressors with direct sump high pressure oil return capabilities. All shall be included with any quotation without exception.

L. Operational Sound Levels

1. The compressor(s) shall be mounted on rubber isolation grommets. Compressor shall ship with removable clamps that secure the compressor in place while transported. The installing contractor shall remove and discard (or optionally adjust the clamps to allow the isolator to properly function).

2. Each single frame outdoor unit shall be rated with an operational sound pressure level not to exceed as listed on below chart when tested in an anechoic chamber under ISO 3745 standard at the highest field selectable heating operating modes available. Such documentation shall be presented in all submittals, manufactures who elect to rate their equipment at other than tested in an anechoic chamber under ISO 3745 standard at the highest field selectable heating operating modes available and the highest field selectable conditions shall not be allowed.

3. A field setting shall be available to program the outdoor unit to reduce sound levels at night, when desired, to a selectable level while still able to meet building load requirement. This mode is available in both cooling and heating modes.

M. Sensors

1. Each outdoor unit module shall have:
   a. Suction temperature sensor

b. Discharge temperature sensor
c. Oil level sensor
d. High Pressure sensor
e. Low Pressure sensor
f. Outdoor temperature sensor
g. Outdoor unit heat exchanger temperature sensors
h. Leaving water temperature sensors

N. Warranty

1. Limited Warranty Period

a. STANDARD ONE-YEAR PARTS WARRANTY FOR A QUALIFIED SYSTEM - The Part(s) of a qualified System, including the compressor, are warranted for a period (the “Standard Parts Warranty Period”) ending on the earlier to occur of one (1) year after the date of original installation, or eighteen (18) months from the date of manufacture.

b. ADDITIONAL two (2) YEAR COMPRESSOR PART WARRANTY - The Compressor is warranted for an additional two (2) year period after the end of the applicable Standard Part Warranty Period (the “Compressor Warranty Period”).

2. Extended Warranty

a. Extended warranties are available.

END OF SECTION 230170

SECTION 230200 - HYDRONIC SPECIALTIES

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 AIR SEPARATOR

A. Furnish and install as shown on Drawings, an external low velocity air separator unit consisting of a steel tank with screwed piping connections and a tapping to connect the air separator directly to the compression tank with screwed piping connections and a tapping to connect the air separator directly to compression tank.

B. The unit is to be furnished with a steel base and constructed in accordance with ASME boiler pressure vessel code and stamped 125 psi working pressure. The air separator shall be ITT Bell & Gossett “Rolairtrol” or approved equal.

2.2 EXPANSION TANKS (S)

A. Furnish and install pre-charged bladder type expansion tank(s) of size and capacity as shown on Drawings. Tank shall have carbon steel shell and heavy-duty butyl rubber bladder.

B. Tank to be constructed for (125 psig) working pressure and to be guaranteed leakproof by manufacturer. Tank to be stamped with "U" symbol and Form U-1 furnished denoting compliance with paragraph U-69 for Construction of Unfired Pressure Vessels Section VIII ASME.

2.3 AIR VENTS

A. Install at all high points automatic air vents to eliminate air binding. All automatic air vents shall be approved heavy duty type equipped with petcocks and tubing for manual venting. All vents installed in coils, etc. shall be of manual key operated type.

B. All vents concealed from view shall be accessible through access doors. Vents shall be by Hoffman, Anderson or ITT Bell & Gossett, 125 psig rated.

2.4 PRESSURE GAUGES

A. Furnish and install pressure gauges on suction and discharge sides of each pump and as required to check operation of equipment; pressure gauges shall have 4-1/2"diameter dials, Ashton, Ashcroft or approved equal.

2.5 THERMOMETERS

A. Install thermometers at all locations in piping system as noted on Drawings and as required to check system performance. Thermometers shall be installed at the supply and return of coils and 3-way diverting valves as manufactured by Trerice, Weksler or Moeller, with 4-1/2 inch face, cast aluminum case, chrome plated steel ring, white background with black embossed markings, glass window, stainless steel pointer, brass movement, 316 stainless steel bulb. Provide separable, universal angle sockets for all thermometers.

2.6 TRIPLE DUTY VALVES

A. Furnish and install at each pump a nonslam check valve with a spring loaded disc and a calibrated adjustment feature permitting regulation of pump discharge flow and shut-off. Valves shall be designed to permit repacking under full line pressure.

B. Unit shall be installed on discharge side of pump in a horizontal or vertical position with the stem up. Allow for minimum clearance of valve stem. This unit shall be cast iron body construction suitable for maximum working pressure of 175 psig and maximum operating temperature of 300 degrees F.

C. All units shall be ITT Bell & Gossett Triple Duty Valve model or approved equal.

2.7 SUCTION DIFFUSERS

A. Furnish and install at each pump a suction diffuser. Units shall consist of angle type body with inlet vanes and combination Diffuser-Strainer-Orifice Cylinder with 3/16 inch diameter openings for pump protection. A permanent magnet shall be located within the flow stream and shall be removable for cleaning.

B. The orifice cylinder shall be equipped with a disposable fine mesh strainer, which shall be removed after system startup. Orifice cylinder shall have a free area equal to five times cross section area of pump suction opening. Vane length shall be no less than 2-1/2 times the pump connection diameter. Unit shall be provided with adjustable support foot to carry weight of suction piping. Each Suction Diffuser to be ITT Bell & Gossett model or approved equal.

2.8 COMBINATION BALANCING / SHUT-OFF VALVES (Circuit Sensors /Setters and Flow Meters)

A. Provide Circuit Sensor/Setter balance valves as manufactured by Bell & Gossett or approved equal.

B. Circuit Sensors: Furnish and install as shown on Drawings, a cast iron wafer-type flow meter designed for low pressure drop operation.

1. The flow meter will be equipped with brass readout valves (with integral check valve) for taking differential pressure readings across the orifice of the flow meter.

2. The flow meter shall be designed to operate at a maximum working pressure of 300 psig at 250 degrees F.

3. The flow meter must be furnished with a calibrated nameplate for determining an accurate system flow rate.

4. Each flow meter shall be ITT Bell & Gossett Circuit Sensor Flow Meter model no. OP.

C. Circuit Setters: (1/2”-3”) Furnish and install as shown on Drawings and with manufacturer's recommendations Bell & Gossett® Circuit Setter® Plus calibrated balance valve Model CB or Model MC as manufactured by Xylem.

1. Valves to be designed to allow installing Contractor to pre-set balance points for proportional system balance prior to system start-up.

2. Valve body shall be constructed out of lead-free brass.

3. Valve shall include a ball valve constructed in 304 Stainless Steel.

4. Valve shall be AB1953 and CSA certified and compliant with Vermont 152S, Maryland House Bill HB372, Senate Bill S.3874, and NSF/ANSI-372.

5. Valve body shall include two pressure/temperature ports.

6. Valve body shall include an optional drain valve port.

7. Valve shall utilize a calibrated nameplate with a memory stop.

8. Valve shall utilize a reduced port design that provides velocity head recovery.

9. Valve temperature range shall be from -4°F (-20°C) to 250°F (121°C).

10. Model CB: Valve shall have either NPTF thread or SWTF end connections.

11. Model CB**:** Valves with NPT end connections shall be rated for 400 PSIG working pressure.

12. Model CB**:** Valves with SWTF end connections shall be rated for a maximum of 300 PSIG working pressure.

13. Model MC: Valve shall be rated for 300 PSIG working pressure.

14. Model MC: Valve shall include a SWTF or NPTF fixed end connection on the discharge end and a union tailpiece adapter with choice of SWTF, NPTF thread, or NPTM thread tailpiece connection on the supply end. The union tailpiece end should include a union nut that can secure the tailpiece to the body of the valve to create a water-tight seal.

15. Valves to have memory stop feature to allow valve to be closed for service and then reopened to set point without disturbing balance position. All valves to have calibrated nameplate to assure specific valve settings. Valves to be leak-tight at full rated working pressure. Valves 4-inch pipe size to be of cast iron body/brass vane construction with differential pressure read-out ports fitted with internal EPT insert and check valve.

16. Provide Extended Pressure/Temperature Ports and Drain Valve/Extended Drain Valve

D. Circuit Setters: (4”-12”) Furnish and install as shown on Drawings and with manufacturer's recommendations Bell & Gossett® Circuit Setter® Plus calibrated balance valve Model CB as manufactured by Xylem.

1. Valves to be designed to allow installing Contractor to pre-set balance points for proportional system balance prior to system start-up.

2. Valve body shall be constructed out of cast iron and rated for 175 PSIG working pressure (if flanged) or constructed out of ductile iron and rated for 300 PSIG working pressure (if grooved).

3. Valve shall be a multi-turn globe style valve.

4. Valve shall include a brass disc.

5. Valve disc shall have a soft seat design made of EPDM.

6. (If Flanged) Valves shall include ANSI Class 125# flanged connections.

7. (If Grooved) Valves shall include grooved end connections.

8. Valve body shall include two pressure/temperature ports.

9. Valve shall utilize a calibrated nameplate with position indicator from 0 to 100% open.

10. Valve shall include a memory button to allow for positioning the valve to the appropriate set position after closing.

11. Valve temperature range shall be from -4°F (-20°C) to 250°F (121°C).

12. Valves to have memory stop feature to allow valve to be closed for service and then reopened to set point without disturbing balance position. All valves to have calibrated nameplate to assure specific valve settings. Valves to be leak-tight at full rated working pressure. Valves 4-inch pipe size to be of cast iron body/brass vane construction with differential pressure read-out ports fitted with internal EPT insert and check valve.

E. Readout Meters: Provide a portable Readout Meter with provision for hanging, capable of indicating pressure differential across a system component. Unit to be complete with all necessary hoses, shut-off and vent valves, and carrying case. Reading range to be .5' to .16'. Read Out Kits to be ITT Bell & Gossett model no. RO-3.

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 230200

SECTION 230410 - PIPING, FITTINGS, VALVES AND NOTES (CHILLED WATER)

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.

1.1 PIPING NOTES

A. The Contractor shall erect all pipe, fittings, valves, hangers, anchors, expansion joints and all accessories specified, indicated on the Drawings or required to assure proper operation of all piping systems installed under this Contract. All piping shall be maintained at a proper level to assure satisfactory operation, venting and drainage. Piping and valves in any locality where possible shall be grouped neatly and shall be run so as to avoid reducing headroom or passage clearance.

B. All piping shall be new and of the material and weight specified under various services. Steel and wrought iron pipe 2" and larger shall be seamless or lap welded. All piping shall have the maker's name and brand rolled on each length of pipe.

C. All piping, fittings, valves and strainers shall be cleaned of grease, dirt and scale before installation. All temporary pipe openings shall be kept closed during the performance of the work. The ends of all piping shall be reamed smooth and all burrs removed before installation.

D. All piping shall be cut accurately to measurements taken on the job. Offset connections shall be installed alignment of vertical to horizontal piping and where required to make a true connection and to provide for expansion. Bent or sprung pipe shall not be installed where shown on Drawings and where necessary to provide for expansion of piping. Cold spring hot lines one-half estimated distance of maximum expansion. Suitable pipe anchors shall be installed where shown or required.

E. Piping connections shall have unions where necessary for replacement and repair of equipment. Gate valves and controls valves shall be installed where shown and where necessary for proper operation and service.

F. Vertical piping shall be plumb and horizontal piping shall be parallel to walls and partitions. Piping shall be supported as required to prevent the transmission of noise and vibration.

G. Work shall include all pipe, fittings, offsets and requirements for the installation of piping of other work including ducts and conduit. Reducing fittings shall be used where pipe changes size. All piping shall be installed with ample clearance to center accurately in sleeves through floors, and walls and partitions.

H. Piping shall be downgraded to drain connections at low points and upgraded to vent connections at high points unless otherwise noted. Drain connections shall be valved and piped to a floor drain. Vent connections on mains shall be equipped with air vent valves fitted with a copper tube drip line extended to a drain outlet. Vent connections on branches and equipment shall be fitted with key type manual vent cocks.

I. Drain piping shall be installed from all equipment as required. The Contractor shall extend drain piping and turn down over floor drains.

PART 2 - PRODUCTS

2.1 PIPING (ABOVEGROUND)

A. All piping installed under this Section of the Specifications shall be in accordance with the following schedule.

1. All piping, except where indicated differently, (i.e. underground piping) shall be standard weight black steel pipe Schedule 40, Grade A53, black steel. Pipe 2” and smaller, cast iron screwed fittings. Pipe 2-1/2” and larger, steel welding fittings. Pipe and fittings as manufactured by National, Wheeling, Bethlehem or equal, manufactured in accordance with ASTM current edition. All pipes must be reamed before installation.

2. Where the Contractor elects to use copper piping, it shall be rigid Type "L" copper, Chase, Anaconda or approved equal. Fittings shall be wrot copper, Nibco, Anaconda, Mueller or approved equal. Where copper piping is used, make all additional provisions for expansion. All condensate piping shall be Type "M" copper, rigid, full size of unit drain tapping, or larger as shown on Drawings.

3. All drainage pipe lines, 2" larger except where galvanized screw pipe is shown on the Drawings or specified hereafter, shall be extra heavy cast iron soil pipe and fittings.

B. Piping installation shall be arranged for draining through accessible valves at low points.

C. Threaded short and close nipples shall be Schedule 80, extra heavy weight of the same material as pipe in system in which they are installed.

D. All bare copper pipe, tubing and fittings shall be cleaned with steel wool and all excess solder shall be removed.

2.2 VALVES

A. All valves, unless specified or noted otherwise, shall be designed for a working pressure of not less than 200 p.s.i. water or 125 p.s.i. steam with name and pressure rating of valve cast in body. All valves shall be of the same manufacturer, unless specified otherwise. Valves for cut-off shall be gate valves, unless otherwise specified.

B. All valves of same manufacturer: similar to Jenkins Bros., Walworth, Kennedy or approved equal.

C. Four inch and larger, flanged; smaller sizes, screwed.

D. All Gate and Globe valves shall be installed with handle in an upright position.

E. The Contractor shall furnish and install all valves shown on Drawings and all valves that are necessary for proper operation and maintenance of systems and equipment. All piping connections to each piece of equipment and all branch connections to mains shall have cut-off valves.

F. The following schedule of valves for steam condensate, hot water, etc. is based on Jenkins Brothers, Inc. catalog numbers (except as noted); equivalent Lukenheimer, Walworth, O-I-C, Crane Fairbanks Company valves will be acceptable.

G. Ball Valves

1. 1/4" to 2-1/2” rated for 600 p.s.i wog, with brass body, chrome plated brass ball, virgin PTFE seats, and full port with threaded or solder connections.

2. 2-1/2” and larger rated for 200 p.s.i with carbon steel body, stainless steel full port ball, RTFE seats, lever operated to 4” gear operated 6” and above, with flanged end connections.

H. Gate Valves

1. Up to 2" : Bronze gate solid wedge, inside screw traveling stem union bonnet, -Fig. 47U

2. 2-1/2" and 3" : Iron body, bronze-mounted gate, solid wedge, OS&Y rising stem, -Fig. 650-A

3. 4" and larger: Iron body, bronze-mounted gate, solid wedge, OS&Y rising stem, -Fig. 651-A

I. Globe Valves

1. Up to 2" : Bronze body, regrinding seat ring and plug, union bonnet, -Fig. 546P

2. 2-1/2" and 3" : Iron body, bronze-mounted globe and angle, regrinding disc and seat ring, OS&Y -Fig. 613

3. All gate valves 6" and larger: Fitted 3/4" by-pass globe valve.

J. Plug Valves

1. Up to 2" : Lubricated, semi-steel short pattern wrench operated, -Fig. 142

2. 2-1/2" and larger: Lubricated, semi-steel short pattern wrench operated, -Fig. 143

3. Similar to Rockwell Mgd. Co., Jenkins, Kennedy or approved equal.

K. Butterfly Valves used for chilled water, condenser water and hot water shall be the following:

1. 2-1/2" to 12” rated for 175 p.s.i bubble tight close off, 14” and larger for 150 p.s.i close-off.

2. Full lug cast iron body, aluminum bronze disc, stainless steel stem EPDM peroxide cured seat.

3. 2-14” to 6” valves to be equipped with 10 position notch plate and lever lock handle. 8” and larger with handwheel gear operator.

4. On installation, valves to be in full open position when flange bolts are tightened and stem in a horizontal position except when equipped with a chainwheel gear operator.

5. Provide chain wheel gear operator on all valves installed 7 feet or higher.

6. Valves to be designed with replaceable seat and parts kits.

7. Valve to be Bray series 31, Dezurik 637 or Demco.

L. Check Valves

1. 150 p.s.i. WSP class

2. Up to 2" : Bronze, regrinding bronze disc, screw-in cap, -Fig. 762A

3. 2-1/2" and 3" : Iron body, bronze mounted regrinding bronze seat ring and disc, -Fig. 623

4. 4" and larger: Iron body, bronze mounted regrinding bronze seat ring and disc, -Fig. 624

M. Drain Valves: All low points shall have drain valves, with hose ends. Where 1/2" and 3/4" sizes are indicated, "Standard" hose end drain valves shall be used. Provide brass hose end drain caps at each drain valve. Where larger than 3/4" drains are shown, gate valve shall be used. Provide brass nipples and reducer from drain valve size to 3/4" terminating with 3/4" hose end drain valve and cap.

2.3 FITTINGS

A. Nipples

1. All nipples shall have clean cut threads and shall be made from new pipe, standard weight for all lengths, except that close and shoulder nipples shall be extra heavy.

2. Fittings - 2-1/2 and Smaller: All fittings shall be standard weight steam pattern gray cast iron, Grinnell, Stockholm or equal approved.

3. Fitting - 3" and Larger: The Contractor has the option to use screwed, flanged or welded fittings so long as all ASME requirements are met.

B. Joints and Unions

1. Threaded joints shall be full and clean cut. The ends of pipe shall be reamed to the full inside diameter, all burrs shall be removed and no more than three threads shall be exposed beyond fittings when made up. Joints shall be made up tight with graphite base pipe joint compound. Exposed threads of ferrous pipe shall be painted with acid-resisting paint after caulking, lampwick or other material will be allowed for correction of defective joints.

2. Flange joints shall be made up perfectly square and tight. Screwed flanges and loose flanges shall be cast iron and welding flanges shall be steel. Flanges shall be faced true and bolted up tight with 1/16" Carlock ring type gasket.

3. Bolts shall be high quality steel with hexagon nuts and heads. The Contractor shall apply grease to threads of bolt.

4. Welded joints in piping shall be by the electric or oxyacetylene process using welding rods if the characteristics similar to pipe material and as recommended by the pipe manufacturer and shall be done in accordance with the ASME Code for pressure piping. Welding shall be done by qualified welders under the requirements of the ASME Boiler and Pressure Vessel Code.

5. The pipe lengths shall be aligned with welding rings and the abutting pipe ends shall be concentric. Prior to welding, the groove and adjacent surfaces shall be thoroughly cleaned of all grease, scale, or rust. During welding, all slag, or flux remaining on the bead shall be removed before laying down the next bead. The

welding metal shall be thoroughly fused with the base metal at all sections of the weld. Short lengths of pipe may be beveled on the job with oxyacetylene torch, provided all scale and oxides are removed.

6. Joints shall be butt-welded, single V-type. All fittings shall be steel welding fittings. Elbows and fittings formed with coupling or welded cut pipe sections shall not be acceptable.

7. Bonney Weldolets or welding saddles may be used for branch connections, which are less than one-half the size of the main to which they connect.

8. Ground Joint Unions, Flange Connections, Reaming & Filling Ground joint unions shall be 200 lb. s.w.p. for brass. Flanges shall be 150 lb. s.w.p. for brass, 125 lb. s.w.p. for cast iron.

9. Ground joint unions of flanges shall be used only on exposed accessible piping. Where concealed, right and left nipples and couplings must be used. Where flanged connections are used, full size gaskets must be inserted.

C. Threads: Shall be standard, clean cut and tapered. All piping shall be reamed free from burrs. All piping shall be kept free of scale and dirt. Caulking of threads will not be permitted. All piping shall be threaded and made up in accordance with the current edition of the ASA Standard Specifications for pipe threads.

D. Unions

1. Unions for use on ferrous pipe 2" and smaller shall be malleable iron with brass to iron ground joint spherical seat and threaded connections. Unions 2 1/2" and over shall be flanged type with gasket.

2. Unions for copper tubing shall be cast bronze conforming to ASA B16. The Contractor shall furnish adapters where required for copper pipe.

3. Where copper pipe connects to ferrous pipe or metals, the Contractor shall furnish EPCO isolating type dielectric unions. Plastic type isolating bushings are not acceptable.

4. Unions shall be installed wherever necessary for repair or replacement of equipment, valves, strainers, etc. Final connections to equipment shall be made in a manner that will permit removal without cutting of pipelines.

E. Solder

1. All sweat joints shall be made up with 95/5 solder.

2. Solder shall be National Lead or approved equal. Flux shall be non-toxic and non-corrosive.

3. All copper tubing ends shall be reamed, filed and cleared of burrs and rough edges. All pipes shall be reamed after cutting and threading.

F. Expansion

1. The entire piping installation shall be installed with adequate provision for expansion. No rigid connections will be permitted.

2. Branches shall be of sufficient length and have 3 elbow swings to allow for pipe expansion.

3. Provide expansion joints, guides and anchors equal to “Metra-Flex MetraLoops” where indicated on Drawings or where necessary for proper expansion compensation. Submit shop drawing.

4. 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.

5. Any damages to surrounding areas and equipment due to this failure shall also be repaired and paid for at the expense of the Contractor.

6. Joints to have 150 psi rating, ANSI-B16.5 with liner and cover.

2.4 PIPING SLEEVES

A. Furnish sleeves built into place for all piping passing through walls, floors or building construction. Sleeves, not less than 1/2” larger in diameter than piping and its covering, if any, and extending full depth of construction pierced. Pack sleeves through walls/floors in accordance with Underwriters' Requirements.

B. Sleeves piercing exterior walls, integral waterproofed walls shall be standard weight steel piping. Furnish welded center flange buried in construction for sleeves through exterior walls below grade. At exterior walls, make pipes watertight in sleeves with oakum packing and caulked lead joints on both sides of wall. All other sleeves: Galvanized sheet steel with lockseam joints, #22 USSG for 3” or under. Sleeves for piping 4” and larger, #18 USSG.

C. Pipes passing through interior membrane waterproofed floors, cast iron flashing sleeve, with integral flashing flange and clamping ring, similar to Josam Series #1880. Adjust sleeves to floor construction with steel or wrought iron pipe nipples top and bottom, extending 3” above finished floor. Burn & J.R. Smith are equal.

D. Pipes passing through membrane waterproofed walls, cast iron flashing sleeve with internal flashing flange and clamping ring similar to Josam Series #1870. Make pipes watertight in sleeves with oakum packing and caulked lead joints. Burn & J.R. Smith are equal.

E. For flashing sleeves specified in Pars. C and D, lead flashing extended at least 10" around flashing sleeves, securely held in place by clamping device.

2.5 PIPING ENCLOSURES (SMRE)

A. Where concealed piping in ceilings and wall of finished spaces is not possible vertical or horizontal metal piping enclosures equal to "Sterling" model PCH (horizontal) or PCHV (vertical). Provide all required hangers, supports, corners, brackets, etc. color per Architect.

PART 3 - EXECUTION

3.1 GENERAL NOTES - PIPING NOTES, DRAINING, VENTING AND MISCELLANEOUS WATER SPECIALTIES

A. Piping shall be installed as indicated on Drawings. Elevations and dimensions are indicated as a guide only and are subject to change with actual job conditions.

B. Except for drainage piping, which shall pitch down with flow, mains shall pitch upward or be installed dead level as indicated. Horizontal runs shall be parallel to walls.

C. In general, all branch connections shall be top of bottom 45 degree or 90 degree, pitching up or down from mains.

D. Where indicated, flexible connectors shall be installed. All final connections to equipment, pumps, units, etc. shall have companion flanged, flange unions or ground joint unions. (125 lbs.)

E. All piping shall be adequately supported with approved type hangers so as to prevent absolutely any sagging of lines, or any undue strain on pipes or fittings. All pipe lines shall be capped during construction to prevent entry of dirt or other foreign material. All piping lines after erection shall be blown or flushed out to render the piping system as clean as possible before system water is added for operation.

F. 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.

G. Comply with manufacturer's instructions and recommendations for installation of equipment, accessories and components.

H. 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. The Contractor shall be required to rectify or replace at his own expense, any equipment not complying with the foregoing requirements.

3.2 DRAINING

A. All low points shall have drain valves with hose ends. Where 1/2" and 3/4" sizes are indicated, "Standard" hose end drain valves shall be used. Provide brass hose end drain caps at each drain valve. Where larger than 3/4" drains are shown, gate valve shall be used. Provide brass nipple and reducer from drain valve size to 3/4" terminating with 3/4" hose end drain valve and cap.

3.3 WATER SPECIALTIES

A. Air Vents: Install at all high points automatic air vents to eliminate air binding. All automatic air vents shall be approved heavy duty type equipped with petcocks and tubing for manual venting. All vents installed in coils, etc. shall be of manual key operated type. All vents concealed from view shall be accessible through access doors. Vents shall be by Hoffman, Anderson or Bell & Gossett, 125 p.s.i.g. rated.

B. Pressure Gauge: Furnish and install pressure gauges on suction and discharge sides of each pump and as required to check operation of equipment; pressure gauges shall have 4-1/2"diameter dials, Ashton, Ashcroft or approved equal.

C. Install thermometers at all locations in piping system as noted on Drawings and as required to check system performance. Thermometers shall be installed at the supply and return of coils and 3-way diverting valves as manufactured by Trerice, Weksler or Moeller, with 4-1/2 inch face, cast aluminum case, chrome plated steel ring, white background with black embossed markings, glass window, stainless steel pointer, brass movement, 316 stainless steel bulb. Provide separable, universal angle sockets for all thermometers.

END OF SECTION 230410

SECTION 230420 - 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:

Pipe Size	Rod Size
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 230420

SECTION 230430 - 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 sheetmetal 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 of 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 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 C403.11.

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 piping shall be insulated with 1/2” Armacell or approved equal closed cell insulation.

L. Refrigerant piping shall be insulated with Armacell or approved equal closed cell insulation. Thickness shall be in accordance with the latest edition of the New York State Energy Conservation Code C403.11.

M. Equipment

1. Secure fibrous glass block or board insulation in place with wire or galvanized steel bands.

a. Small Areas: Secure insulation with 16 gauge wire on maximum 6” centers.

b. Large Areas: Secure insulation with 14 gauge wire or .015" thick by 1/2" wide galvanized steel bands on maximum 10" centers. Stagger insulation joints.

c. Irregular Surfaces: Where application of block or board insulation is not practical insulate with insulating cement built-up to same thickness as adjoining insulation.

2. Fill joints, voids and irregular surfaces with insulating cement to a uniform thickness.

3. Stretch wire mesh over entire insulated surface and secure to anchors with wire edges laced together.

4. Apply finishing cement, total of 1/2" thick, in 1/4" thick coats. Trowel second coat to a smooth hard finish.

5. Neatly bevel insulation around handholes, cleanouts, ASME stamp, manufacturer's nametag and catalog number.

N. Insulated Covers for Pumps

1. Do not extend pump insulation beyond or interfere with stuffing boxes or interfere with adjustment and servicing of parts regular maintenance or operating attention.

2.2 PIPING (OUTDOOR)

A. All supply and return piping shall be or approved equal covered with insulation in accordance with the latest edition of the New York Energy Conservation code C403.11.

B. Insulation shall be complete elastomeric insulation system coupled with a multi-layered covering, resistant to ultraviolet rays and atmospheric agents. The plastic / aluminum cladding provides a secondary moisture vapor barrier to the inherently moisture-resistant closed cell foam core. The insulation cladding shall be a minimum of .016" thick. Provide 2" wide tape for seams and 8" wide tape for edges and corner with matching cladding covering. All seams and joints shall be weatherproof.

C. Insulation shall conform with ASTM C 534 Type 1, Grade 1 and shall be manufactured by K-Flex USA Model K-FLEX CLAD AL, (K-FLEX CLAD IN for extreme environmental conditions), Armacell Model ARMATUFF SA or approved equal.

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 230430

SECTION 230460 - AUTOMATIC TEMPERATURE CONTROLS

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.

Subcontractor must familiarize himself with the terms of the above documents.

1.1 QUALIFICATIONS OF BIDDER

A. All bidders must be building automation contractors in the business of installing direct digital control building automation systems for a minimum of 10 years.

B. All bidders must have an office in the within 50 miles of jobsite.

C. All bidders must be authorized distributors or branch offices of the manufacturers specified.

D. All bidders must have a trained staff of application Engineers, who have been certified by the manufacturer in the configuration, programming and service of the automation system.

1.2 SCOPE OF WORK

A. This Contractor shall furnish an electronic system of temperature controls. The District has standardized on Honeywell. All submitted controls shall be directly compatible with existing hardware and software without patch panels or translators or any kind. The ATC Sub-Contractor shall be subject to the District's approval. Communications between the schools is via their Ethernet LAN and remote access is via the Web or Local Intranet. The intent of this specification is to extend and interoperate with this system and to provide a peer-to-peer, networked, distributed control system for the temperature control work that is part of this project. All components, software and operation shall be interoperable with the existing building automation system via the Niagara Framework in the District. The installed system will interface directly with the existing proprietary as well as open protocol systems, including the existing District network, dynamic color graphics software and programming software. The existing software and database will be modified to accept the new equipment being installed under this project to maintain integrity for centralized scheduling, trending, programming and alarming. PC Desktop icons that "link" to a separate EMS system are not acceptable. Any costs associated with connecting to the existing energy management system, including licensed software, programming, training etc. shall be part of the controls contractor's bid. The contractor must demonstrate their ability to perform the integration to the existing Schneider Electric systems prior to submittal acceptance and invoicing.

B. Only licensed software toolsets will be acceptable for integration work. All systems as described in the sequence of operation will be shown via dynamic Web based graphics with all pertinent system alarms for proper operation and maintenance. The use of separate PC workstations, gateways, metalinks, replacement of existing controllers and control devices and additional software graphic packages to accomplish this integration will not be accepted.

C. Prospective bidders shall visit the School District Buildings to verify existing DDC controls equipment and Contractor's ability to be compatible with these controls before bid. Contact the Schools Supt. of Buildings and Grounds for details. Contractor shall provide Web based graphics for controlled equipment that matches the functionality and appearance of the graphics already in use on the existing system. Contractor shall configure graphic display to meet Owner and Engineer requirements.

D. The Temperature Controls Contractor (TCC) shall provide each of the following portions of the complete EMCS as a standalone system that can communicate with any other DDC system which is following the same protocol.

1. Operator Workstations: Upgrade software and Databases in the district and provide guaranteed seamless two way communications via the Internet and District LAN, including full control, with both all existing DDC systems currently under control and the DDC system provided as a part of this project.
The OWS's shall monitor, display, and control information from the DDC systems through one software package. Rebooting of the OWS to access the existing building's multiple systems is not acceptable. Use of separate "Icons" to access multiple DDC systems is not acceptable. The existing database shall be modified to incorporate the work of this project.

   a. The system OWS's shall meet the hardware and performance requirements of this specification.
   b. The OWS's shall allow customization of the system as described in this specification.

2. The OWS's shall:

   a. Provide new color graphic control screens for all equipment provided or modified as part of this project, as outlined below and on the drawings.
   b. Allow operators to view and work (read and write) all DDC points associated with all DDC equipment provided or modified as part of this project, including all existing DDC points.
   c. Allow for custom graphics and/or control programming generation for any existing or new equipment.
   d. Provide seamless continuity of graphics and existing functionality for all existing Owner's equipment currently under DDC control.

E. All proposed controls contractors that intend on interoperating with the existing DDC system utilizing DDC controls other than those presently installed in the district, shall submit a Technical Proposal, complete with the diagrams, Specifications Compliance Reports, product information, and supporting documentation outlined below. The technical proposal will be utilized to evaluate the methodology that will be used to implement the interoperation and integration of the new controls of this project into the existing district wide energy management system. It will also be used as a basis for vendor qualification on for the project. Arrange the Technical Proposal in order of the specification article numbers.

1. Provide a list of local jobs (three minimum) of similar type and size the bidder has installed, utilizing the products proposed for this project, with owner's representatives' names and telephone numbers for reference. This list should directly reflect:

   a. Projects that include direct integration to third party microprocessor controllers of the type specified within the scope where an integration and interoperation of Lon Works controls has been successfully achieved between two different manufacturers' controls systems.
      i. EMCS network wiring diagram showing interconnection of all panels, workstations, system printer(s) etc. A diagram describing system architecture for this project with product code numbers for workstation, network controllers, application specific controllers, transducers, sensors, communication network, etc.

2. Provide information on owner training provided as part of the bid package as well as additional opportunities and factory schools available with associated cost. Include details of operator HVAC Training System as specified herein.

3. Specification Compliance Report. Provide specification compliance report that addresses every paragraph within this specification section utilizing an outline format, as follows:

   a. Comply-bid package complies without exception;

   b. Exception – bid package meets the functional intent, but not the letter of the specification. For each paragraph that an exception is taken, identify all deviations from what is specified in the given paragraph and provide a description of what is excluded, what is included, and how the contractor intends to meet the functional intent;

   c. Does not comply – bid package cannot meet specified function and will not be provided.

d. For all paragraphs in this specification section, indicates as “Comply” or “Exception” or “Does not comply”. Provide and reference factory product documentation to substantiate compliance.

4. Provide a statement that all products used on this project are of current manufacture and are readily available through multiple distribution channels. Products in “field testing” status are not acceptable.

G. The BAS Contractor shall review and study all HVAC Drawings and the entire Specification to familiarize himself with the equipment and system operation and to verify the quantities and types of dampers, operators, alarms, etc. to be provided.

H. Prior to commencement of schedule programming meet with Owner to discuss block/individual scheduling of system/equipment and alarm protocols. Review equipment designations and graphics screens to be provided. Take minutes of this meeting and issue them to the Construction Manager/Owner’s representative.

I. All temperature control wiring regardless of voltage shall be done by this Contractor. This shall include power wiring of control panels/components from available spare circuits in electrical panels. The automatic temperature control manufacturer shall provide wiring diagrams, field supervision and one (1) year guarantee on the installed DDC system and three (3) year factory warrantee on all control equipment manufactured by the DDC manufacturer.

J. Thermostats, temperature sensors, heating control devices, etc. are indicated on the Drawings in general. Provide any additional devices required to carry out project intent as herein described.

K. Thermostats/Temperature sensors in areas subject to vandalism shall have in addition separately mounted extra heavy guards. Submit sample.

L. Contractor shall include all new heating control devices, thermostats, etc. indicated on Drawings or that is part of a new system.

M. Contractor shall furnish all necessary electrical controls, motor starters, switches, etc. for proper operation of equipment furnished by him under this Contract, and as herein noted.

N. Point and component lists are to be used as a guide. If the sequence of operation requires additional points/control devices, this Contractor shall be responsible for providing same.

O. All control system components installed shall be manufactured by the DDC system manufacturer.

P. Communications cabling shall be run in hallways above hung ceiling with plenum cable and wiremold where exposed.

Q. Removals shall include switches, relays, electric components not required for the new intent. Do not leave behind items with no function. Provide appropriate blanking plates/patching where removals occur in finished spaces.

R. Provide services and manpower necessary for commissioning of system in coordination with the HVAC Contractor, Balancing Contractor, Owner's representative, and Commissioning Authority.

1.3 SOFTWARE CODE

A. Owner shall be furnished with a complete, hard-bound copy of all installed software code. Final payment shall be contingent upon this requirement being met.

1.4 CODE COMPLIANCE

A. Provide components and ancillary equipment, which are UL-916 listed and labeled.

B. All equipment or piping used in conditioned air streams, spaces or return air plenums shall comply with NFPA 90A Flame/Smoke/Fuel contribution rating of 25/50/0 and all applicable building codes or requirements.

C. All wiring shall conform to the National Electrical Code.

D. Comply with FCC rules, Part 15 regarding Class A radiation for computing devices and low power communication equipment operating in commercial environments.

E. Comply with FCC, Part 68 rules for telephone modems and data sets.

1.5 SUBMITTALS

A. All shop drawings shall be prepared in Visio Professional or AutoCAD software. In addition to the Drawings, the Contractor shall furnish a CD containing the identical information. Drawings shall be B size or larger.

B. Shop drawings shall include a riser diagram depicting locations of all controllers and workstations, with associated network wiring. Also included shall be individual schematics of each mechanical system showing all connected points with reference to their associated controller. Typical will be allowed where appropriate.

C. Submittal data shall contain manufacturer's data on all hardware and software products required by the Specification. Valve damper and airflow station schedules shall indicate size, configuration, capacity and location of all equipment.

D. Software submittals shall contain narrative descriptions of sequences of operation, program listings, point lists, and a complete description of the graphics, reports, alarms and configuration to be furnished with the workstation software. Information shall be bound or in a three ring binder with an index and tabs.

E. Submit submittal data and shop drawings to the Engineer for review prior to ordering or fabrication of the equipment. The Contractor prior to submitting shall check all Documents for accuracy.

F. The Engineer will make corrections, if required, and return to the Contractor. The Contractor will then resubmit with the corrected or additional data. This procedure shall be repeated until all corrections are made to the satisfaction of the Engineer and the submittals are fully approved.

1.6 SYSTEM STARTUP AND COMMISSIONING

A. Each point in the system shall be tested for both hardware and software functionality. In addition, each mechanical and electrical system under control of the BAS will be tested against the appropriate sequence of operation specified herein. Successful completion of the system test shall constitute the beginning of the commissioning phase. A written report will be submitted to the Owner indicating that the installed system has been started and balanced in accordance with the Drawings and Specifications.

B. The ATC Contractor shall set in operating condition all major equipment and systems, such as heating, cooling, heat recovery and all air handling systems, in the presence of the equipment manufacturer's representatives, as applicable, and the Owner and Architect's representatives. The ATC contractor shall work with the Commissioning Authority as required until all associated HVAC equipment is fully commissioned to the satisfaction of the Commissioning Authority.

C. The ATC Contractor shall provide all manpower and engineering services required to assist the HVAC Contractor, Balancing Contractor, and Commissioning Authority in testing, adjusting, and balancing all systems in the building Scope of Work. The Contractor shall have a trained technician available on request during the balancing and commissioning of the systems. The Contractor shall coordinate all requirements to provide a complete air balance with the Balancing Contractor and Commissioning Authority and shall include all labor and materials in his Contract.

D. Refer to specification section 23 0485 HVAC Systems Commissioning.

1.7 OPERATING AND MAINTENANCE MANUALS

A. The operation and maintenance manuals shall contain all information necessary for the operation, maintenance, replacement, installation and parts procurement for the entire system. This documentation shall include specific part numbers and software versions and dates. A complete list of recommended spare parts shall be included with the lead-

time and expected frequency of use of each part clearly identified.

B. Following project completion and testing, the Contractor will submit As-Built Drawings reflecting the exact installation of the system. The as-built documentation shall also include a copy of all application software both in written form and on CD.

1.8 WARRANTY

A. The Contractor shall provide system warranty for 12 months after system acceptance or beneficial use by the Owner. During the warranty period, the Contractor shall be responsible for all necessary revisions to the software as required to provide a complete and workable system consistent with the letter and intent of the Sequence of Operation section of the Specification.

B. Updates to the manufacturer's software shall be provided at no charge during the warranty period.

1.9 SPECIFICATION NOMENCLATURE

A. Acronyms used in this specification are as follows:

1. EMCS Energy Management and Control System
2. NAC Network Area Controller
3. IDC Interoperable Digital Controller
4. FUI Full User Interface
5. BUI Browser User Interface
6. POT Portable Operator's Terminal
7. PMI Power Measurement Interface
8. DDC Direct Digital Controls
9. LAN Local Area Network
10. WAN Wide Area Network
11. OOT Object Oriented Technology
12. PICS Product Interoperability Compliance Statement

PART 2 - PRODUCTS

2.1 GENERAL

A. The Energy Management Control System (EMCS) shall be comprised of a network of interoperable, stand-alone digital controllers, a computer system, graphical user interface software, portable operator terminals, printers, network devices and other devices as specified herein.

B. The installed system shall provide secure password access to all features, functions and data contained in the overall EMCS.

2.2 OPEN, INTEROPERABLE, INTEGRATED ARCHITECTURES

A. The intent of this specification is to provide a peer-to-peer networked, stand-alone, distributed control system with the capability to integrate Lon Works and Schneider Electric Network 8000 technology communication protocols in one open, interoperable system.

B. The programming computer software shall employ object-oriented technology (OOT) for representation of all data and control devices within the system. In addition, adherence to industry standards including ANSI / ASHRAE™ Standard 135-1995, to assure interoperability between all system components is required. For each Lon Works device that does not have Lon Work certification, the device supplier must provide an XIF file for the device. All components and controllers supplied under this contract shall be true “peer-to-peer” communicating devices. Components or controllers requiring “polling” by a host to pass data shall not be acceptable.

C. The supplied system must incorporate the ability to access all data using Java enabled browsers without requiring proprietary operator interface and configuration programs. An Open Database Connectivity (ODBC) or Structured Query Language (SQL) compliant server database is required for all system database parameter storage. This data shall reside on a supplier-installed server for all database access. Systems requiring proprietary database or proprietary user interface programs shall not be acceptable.

D. A hierarchical topology is required to assure reasonable system response times and to manage the flow and sharing of data without unduly burdening the customer’s internal Intranet network. Systems employing a “flat” single tiered architecture shall not be acceptable.

1. Maximum acceptable response time from any alarm occurrence (at the point of origin) to the point of annunciation shall not exceed 5 seconds for network connected user interfaces.

2. Maximum acceptable response time from any alarm occurrence (at the point of origin) to the point of annunciation shall not exceed 60 seconds for remote or dial-up connected user interfaces.

2.3 NETWORKS

A. The Local Area Network (LAN) shall be either a 10 or 100 Megabits/sec Ethernet network supporting, Java, XML, HTTP, and CORBA IIOP for maximum flexibility for integration of building data with enterprise information systems and providing support for multiple Network Area Controllers (NACs), Browser User Interfaces (BUIs) and/or Full User Interfaces (FUIs).

B. Local area network minimum physical and media access requirements:
   1. Ethernet; IEEE standard 802.3
   2. Cable; 10 Base-T, UTP-8 wire, category 5
   3. Minimum throughput; 10 Mbps, with ability to increase to 100 Mbps

2.4 NETWORK ACCESS

A. Remote Access

   1. For Local Area Network installations, provide access to the LAN from a remote location, via the Internet. The owner shall provide a connection to the Internet to enable this access via high-speed cable modem, asynchronous digital subscriber line (ADSL) modem, and ISDN line, T1 Line or via the customer's Intranet to a corporate server providing access to an Internet Service Provider (ISP). Owner agrees to pay monthly access charges for connection and ISP.
   2. Where no Local Area Network exists, EMCS supplier shall provide the following:
      a. 8 Port Ethernet hub (3Com, or equal)
      b. Ethernet router (Cisco or equal)
   3. The owner shall provide a connection to the Internet to enable this access via high-speed cable modem, asynchronous digital subscriber line (ADSL) modem, ISDN line or T1 Line. Owner agrees to pay monthly access charges for connection and ISP.

2.5 NETWORK AREA CONTROLLER (NAC)

A. The Network Area Controller (NAC) shall provide the interface between the LAN or WAN and the field control devices and provide global supervisory control functions over the control devices connected to the NAC. It shall be capable of executing application control programs to provide:

   1. Calendar functions
   2. Scheduling
   3. Trending
   4. Alarm monitoring and routing
   5. Time synchronization
   6. Integration of Lon Works controller data
   7. Network Management functions for all Lon Works based devices

B. The Network Area Controller must provide the following hardware features as a minimum:

   1. One Ethernet Port -10 / 100 Mbps.
   2. One RS-232 port.
   3. One Lon Works Interface Port – 78KB FTT-10A.
   4. Battery Backup.

5. Flash memory for long term data backup (If battery backup or flash memory is not supplied, the controller must contain a hard disk with at least 1 gigabyte storage capacity)
6. The NAC must be capable of operation over a temperature range of 0 to 55°C.
7. The NAC must be capable of withstanding storage temperatures of between 0 and 70°C.
8. The NAC must be capable of operation over a humidity range of 5 to 95% RH, non-condensing.

C. The NAC shall provide multiple user access to the system and support for ODBC or SQL. A database resident on the NAC shall be an ODBC-compliant database or must provide an ODBC data access mechanism to read and write data stored within it.

D. The NAC shall support standard Web browser access via the Intranet/Internet. It shall support a minimum of 16 simultaneous users.

E. Event Alarm Notification and Actions

1. The NAC shall provide alarm recognition, storage; routing, management, and analysis to supplement distributed capabilities of equipment or application specific controllers.
2. The NAC shall be able to route any alarm condition to any defined user location whether connected to a local network or remote via dial-up, telephone connection, or wide-area network.
3. Alarm generation shall be selectable for annunciation type and acknowledgement requirements including but limited to:
   a. To alarm
   b. Return to normal
   c. To fault
4. Provide for the creation of an unlimited number of alarm classes for the purpose of routing types and or classes of alarms, i.e.: security, HVAC, Fire, etc.
5. Provide timed (schedule) routing of alarms by class, object, group, or node.
6. Provide alarm generation from binary object “runtime” and /or event counts for equipment maintenance. The user shall be able to reset runtime or event count values with appropriate password control.

F. Control equipment and network failures shall be treated as alarms and annunciated.

G. Alarms shall be annunciated in any of the following manners as defined by the user:

1. Screen message text

2. Email of the complete alarm message to multiple recipients. Provide the ability to route and email alarms based on:
   a. Day of week
   b. Time of day

c. Recipient

3. Pagers via paging services that initiate a page on receipt of email message
4. Graphic with flashing alarm object(s)
5. Printed message, routed directly to a dedicated alarm printer

H. The following shall be recorded by the NAC for each alarm (at a minimum):

1. Time and date
2. Location (building, floor, zone, office number, etc.)
3. Equipment (air handler #, access way, etc.)
4. Acknowledge time, date, and user who issued acknowledgement.
5. Number of occurrences since last acknowledgement.

I. Alarm actions may be initiated by user defined programmable objects created for that purpose.

J. Defined users shall be given proper access to acknowledge any alarm, or specific types or classes of alarms defined by the user.

K. A log of all alarms shall be maintained by the NAC and/or a server (if configured in the system) and shall be available for review by the user.

L. Provide a “query” feature to allow review of specific alarms by user-defined parameters.

M. A separate log for system alerts (controller failures, network failures, etc.) shall be provided and available for review by the user.

N. An Error Log to record invalid property changes or commands shall be provided and available for review by the user.

2.6 DATA COLLECTION AND STORAGE

A. The NAC shall have the ability to collect data for any property of any object and store this data for future use.

B. The data collection shall be performed by log objects, resident in the NAC that shall have, at a minimum, the following configurable properties:

1. Designating the log as interval or deviation.

2. For interval logs, the object shall be configured for time of day, day of week and the sample collection interval.

3. For deviation logs, the object shall be configured for the deviation of a variable to a fixed value. This value, when reached, will initiate logging of the object.

4. For all logs, provide the ability to set the maximum number of data stores for the log and to set whether the log will stop collecting when full, or rollover the data on a first-in, first-out basis.

5. Each log shall have the ability to have its data cleared on a time-based event or by a user-defined event or action.

C. All log data shall be stored in a relational database in the NAC and the data shall be accessed from a server (if the system is so configured) or a standard Web Browser.

D. All log data, when accessed from a server, shall be capable of being manipulated using standard SQL statements.

E. All log data shall be available to the user in the following data formats:
1. HTML
2. XML
3. Plain Text
4. Comma or tab separated values

F. Systems that do not provide log data in HTML and XML formats at a minimum shall not be acceptable.

G. The NAC shall have the ability to archive its log data either locally (to itself), or remotely to a server or other NAC on the network. Provide the ability to configure the following archiving properties, at a minimum:
1. Archive on time of day.
2. Archive on user-defined number of data stores in the log (buffer size).
3. Archive when log has reached its user-defined capacity of data stores.
4. Provide ability to clear logs once archived.

2.7 AUDIT LOG

A. Provide and maintain an Audit Log that tracks all activities performed on the NAC. Provide the ability to specify a buffer size for the log and the ability to archive log based on time or when the log has reached its user-defined buffer size. Provide the ability to archive the log locally (to the NAC), to another NAC on the network, or to a server. For each log entry, provide the following data:
1. Time and date
2. User ID
3. Change or activity: i.e., Change setpoint, add or delete objects, commands, etc.

2.8 DATABASE BACKUP AND STORAGE

A. The NAC shall have the ability to automatically backup its database. The database shall be backed up based on a user-defined time interval.

B. Copies of the current database and, at the most recently saved database shall be stored in the NAC. The age of the most recently saved database is dependent on the user-defined database save interval.

C. The NAC database shall be stored, at a minimum, in XML format to allow for user viewing and editing, if desired. Other formats are acceptable as well, as long as XML format is supported.

2.9 INTEROPERABLE DIGITAL CONTROLLER (IDC)

A. Controls shall be microprocessor based Interoperable Lon Mark™ or Lon Works Controllers (IDC). Where possible, all Interoperable Digital Controllers shall bear the applicable Lon Mark™ interoperability logo on each product delivered.

B. HVAC control shall be accomplished using Lon Mark™ based devices where the application has a Lon Mark profile defined. Where Lon Mark devices are not available for a particular application, devices based on Lon Works shall be acceptable. For each Lon Works device that does not have Lon Mark certification, the device supplier must provide an XIF file for the device. Publicly available specifications for the Applications Programming Interface (API) must be provided for each Lon Works / Lon Mark controller defining the programming or setup of each device. All programming, documentation and programming tools necessary to set up and configure the supplied devices per the specified sequences of operation shall be provided.

C. The Lon Works network trunk shall be run to the nearest Network Area Controller (NAC). A maximum of 126 devices may occupy any one Lon Works trunk and must be installed in buss architecture using the appropriate trunk termination device. All Lon Works and Lon Mark devices must be supplied using FTT-10A Lon Works communications transceivers.

D. The Network Area Controller will provide all scheduling, alarming, trending, and network management for the Lon Mark / Lon Works based devices.

E. The IDCs shall communicate with the NAC at a baud rate of not less than 78.8K baud. The IDC shall provide LED indication of communication and controller performance to the technician, without cover removal.

F. All IDCs shall be fully application programmable and shall at all times maintain their LONMARK certification. Controllers offering application selection only (non-programmable), require a 10% spare point capacity to be provided for all applications. All control sequences within or programmed into the IDC shall be stored in non-volatile memory, which is not dependent upon the presence of a battery, to be retained.

G. The supplier of any programmable IDC shall provide one copy of the manufacturer’s programming tool, with documentation, to the owner.

2.10 FULL USER INTERFACE SOFTWARE

A. Operating System: The FUI shall run on Microsoft Windows NT Workstation 4.0, Service Pack 4 or later.

B. The FUI shall employ browser-like functionality for ease of navigation. It shall include a tree view (similar to Windows Explorer) for quick viewing of, and access to, the hierarchical structure of the database. In addition, menu-pull downs, and toolbars shall employ buttons, commands and navigation to permit the operator to perform tasks with a minimum knowledge of the HVAC Control System and basic computing skills. These shall include, but are not limited to, forward/backward buttons, home button, and a context sensitive locator line (similar to a URL line), that displays the location and the selected object identification.

C. Real-Time Displays. The FUI, shall at a minimum, support the following graphical features and functions:

1. Graphic screens shall be developed using any drawing package capable of generating a GIF, BMP, or JPG file format. Use of proprietary graphic file formats shall not be acceptable. In addition to, or in lieu of a graphic background, the FUI shall support the use of scanned pictures.

2. Graphic screens shall have the capability to contain objects for text, real-time values, animation, color spectrum objects, logs, graphs, HTML or XML document links, schedule objects, hyperlinks to other URL's, and links to other graphic screens.

3. Graphics shall support layering and each graphic object shall be configurable for assignment to a layer. A minimum of six layers shall be supported.

4. Modifying common application objects, such as schedules, calendars, and set points shall be accomplished in a graphical manner.
   a. Schedule times will be adjusted using a graphical slider, without requiring any keyboard entry from the operator.
   b. Holidays shall be set by using a graphical calendar, without requiring any keyboard entry from the operator.

5. Commands to start and stop binary objects shall be done by right-clicking the selected object and selecting the appropriate command from the pop-up menu. No entry of text shall be required.

6. Adjustments to analog objects, such as set points, shall be done by right-clicking the selected object and using a graphical slider to adjust the value. No entry of text shall be required.

D. System Configuration: At a minimum, the FUI shall permit the operator to perform the following tasks, with proper password access:

1. Create, delete or modify control strategies.
2. Add/delete objects to the system.
3. Tune control loops through the adjustment of control loop parameters.
4. Enable or disable control strategies.
5. Generate hard copy records or control strategies on a printer.
6. Select points to be alarmable and define the alarm state.
7. Select points to be trended over a period of time and initiate the recording of values automatically.

E. On-line Help: Provide a context sensitive, on-line help system to assist the operator in operation and editing of the system. On-line help shall be available for all applications and shall provide the relevant data for that particular screen. Additional help information shall be available through the use of hypertext. All system documentation and help files shall be in HTML format.

F. On-line Documentation: Provide a context sensitive, on-line documentation system to assist the operator in operation and trouble shooting of each integrated system. On-line help shall be available for all applications and shall provide the relevant data for that particular monitoring screen. As a minimum, provide a link to the Sequence of Operation, input/output summary, and cut sheets in either Adobe Acrobat™ or HTML format.

G. Security: Each operator shall be required to log on to that system with a username and password in order to view, edit, add, or delete data. System security shall be selectable for each operator. The system administrator shall have the ability to set passwords and security levels for all other operators. Each operator password shall be able to restrict the operators' access for viewing and/or changing each system application, full screen editor, and object. Each operator shall automatically be logged off of the system if no keyboard or mouse activity is detected. This auto log-off time shall be set per operator password. All system security data shall be stored in an encrypted format.

H. System Diagnostics: The system shall automatically monitor the operation of all workstations, printers, modems, network connections, building management panels, and controllers. The failure of any device shall be annunciated to the operator.

I. Alarm Console

1. The system will be provided with a dedicated alarm window or console. This window will notify the operator of an alarm condition and allow the operator to view details of the alarm and acknowledge the alarm. The use of the Alarm Console can be enabled or disabled by the system administrator.

2. When the Alarm Console is enabled, a separate alarm notification window will supersede all other windows on the desktop and shall not be capable of being minimized or closed by the operator. This window will notify the operator of new alarms and un-acknowledged alarms. Alarm notification windows or banners that can be minimized or closed by the operator shall not be acceptable.

2.11 BROWSER USER INTERFACE SOFTWARE

A. The system shall be capable of supporting an unlimited number of clients using a standard Web browser such as Internet Explorer™ or Netscape Navigator™. Systems requiring additional software (to enable a standard Web browser) to be resident on the client machine, or manufacture-specific browsers shall not be acceptable.

B. The Web browser software shall run on any operating system and system configuration that is supported by the Web browser. Systems that require specific machine requirements in terms of processor speed, memory, etc., in order to allow the Web browser to function with the EMCS, shall not be acceptable.

C. The Web browser shall provide the same view of the system, in terms of graphics, schedules, calendars, logs, etc., and provide the same interface methodology as is provided by the Full User Interface. Systems that require different views or that require different means of interacting with objects such as schedules, or logs, shall not be permitted.

D. The Web browser client shall support at a minimum, the following functions:

1. User log-on identification and password shall be required. If an unauthorized user attempts access, a blank web page shall be displayed. Security using Java authentication and encryption techniques to prevent unauthorized access shall be implemented.
2. Graphical screens developed for the FUI shall be the same screens used for the Web browser client. Any animated graphical objects supported by the FUI shall be supported by the Web browser interface.
3. HTML programming shall not be required to display system graphics or data on a Web page. HTML editing of the Web page shall be allowed if the user desires a specific look or format.
4. Storage of the graphical screens shall be in the Network Area Controller (NAC), without requiring any graphics to be stored on the client machine. Systems that require graphics storage on each client are not acceptable.
5. Real-time values displayed on a Web page shall update automatically without requiring a manual “refresh” of the Web page.
6. Users shall have administrator-defined access privileges. Depending on the access privileges assigned, the user shall be able to perform the following:
   a. Modify common application objects, such as schedules, calendars, and set points in a graphical manner.

- Schedule times will be adjusted using a graphical slider, without requiring any keyboard entry from the operator.
- Holidays shall be set by using a graphical calendar, without requiring any keyboard entry from the operator.

b. Commands to start and stop binary objects shall be done by right-clicking the selected object and selecting the appropriate command from the pop-up menu. No entry of text shall be required.
c. View logs and charts
d. View and acknowledge alarms

7. The system shall provide the capability to specify a user's (as determined by the log-on user identification) home page. Provide the ability to limit a specific user to a pre-defined home page. From the home page, links to other views, or pages in the system shall be possible, if allowed by the system administrator.
8. Graphic screens on the Web Browser client shall support hypertext links to other locations on the Internet or on Intranet sites, by specifying the Uniform Resource Locator (URL) for the desired link.

2.12 SYSTEM PROGRAMMING

A. The Full User Interface software (FUI) shall provide the ability to perform system programming and graphic display engineering as part of a complete software package. Access to the programming functions and features of the FUI shall be through password access as assigned by the system administrator.

B. A library of control, application, and graphic objects shall be provided to enable the creation of all applications and user interface screens. Applications are to be created by selecting the desired control objects from the library, dragging or pasting them on the screen, and linking them together using a built in graphical connection tool. Completed applications may be stored in the library for future use. Graphical User Interface screens shall be created in the same fashion. Data for the user displays is obtained by graphically linking the user display objects to the application objects to provide "real-time" data updates. Any real-time data value or object property may be connected to display its current value on a user display. Systems requiring separate software tools or processes to create applications and user interface display shall not be acceptable.
Programming Methods
1. Provide the capability to copy objects from the supplied libraries, or from a user-defined library to the user's application. Objects shall be linked by a graphical linking scheme by dragging a link from one object to another. Object links will support one-to-one, many-to-one, or one-to-many relationships. Linked objects shall maintain their connections to other objects regardless of where they are positioned on the page and shall show link identification for links to objects on other pages for easy identification. Links will vary in color depending on the type of link; i.e., internal, external, hardware, etc.

2. Configuration of each object will be done through the object's property sheet using fill-in the blank fields, list boxes, and selection buttons. Use of custom programming, scripting language, or a manufacturer-specific procedural language for configuration will not be accepted.
3. The software shall provide the ability to view the logic in a monitor mode. When on-line, the monitor mode shall provide the ability to view the logic in real time for easy diagnosis of the logic execution. When off-line (debug), the monitor mode shall allow the user to set values to inputs and monitor the logic for diagnosing execution before it is applied to the system.
4. All programming shall be done in real-time. Systems requiring the uploading, editing, and downloading of database objects shall not be allowed.
5. The system shall support object duplication within a customer's database. An application, once configured, can be copied and pasted for easy re-use and duplication. All links, other than to the hardware, shall be maintained during duplication.

2.13 OBJECT LIBRARIES

A. A standard library of objects shall be included for development and setup of application logic, user interface displays, system services, and communication networks.

B. The objects in this library shall be capable of being copied and pasted into the user's database and shall be organized according to their function. In addition, the user shall have the capability to group objects created in their application and store the new instances of these objects in a user-defined library.

C. In addition to the standard libraries specified here, the supplier of the system shall maintain an on-line accessible (over the Internet) library, available to all registered users to provide new or updated objects and applications as they are developed.

D. The object library shall include objects to support the integration of devices connected to the Network Area Controller (NAC). At a minimum, provide the following as part of the standard library included with the programming software:

1. Lon Mark/Lon Works devices. These devices shall include, but not be limited to, devices for control of HVAC, lighting, access, and metering. Provide Lon Mark manufacturer-specific objects to facilitate simple integration of these devices. All network variables defined in the Lon Mark profile shall be supported. Information (type and function) regarding network variables not defined in the Lon Mark profile shall be provided by the device manufacturer.

2. For devices not conforming to the Lon Mark standard, provide a dynamic object that can be assigned to the device based on network variable information provided by the device manufacturer. Device manufacturer shall provide an XIF file and documentation for the device to facilitate device integration.

2.14 LONWORKS NETWORK MANAGEMENT

A. The Full User Interface software (FUI) shall provide a complete set of integrated Lon Works network management tools for working with Lon Works networks. These tools shall manage a database for all Lon Works devices by type and revision, and shall provide a software mechanism for identifying each device on the network. These tools shall also be capable of defining network data connections between Lon Works devices, known as “binding”. Systems requiring the use of third party Lon Works network management tools shall not be accepted.

B. Network management shall include the following services: device identification, device installation, device configuration, device diagnostics, device maintenance and network variable binding.

C. The Network configuration tool shall also provide diagnostics to identify devices on the network, to reset devices, and to view health and status counters within devices.

D. These tools shall provide the ability to “learn” an existing Lon Works network, regardless of what network management tool(s) were used to install the existing network, so that existing Lon Works devices and newly added devices are part of a single network management database.

E. The network management database shall be resident in the Network Area Controller (NAC), ensuring that anyone with proper authorization has access to the network management database at all times. Systems employing network management databases that are not resident, at all times, and within the control system shall not be accepted.

2.15 OTHER CONTROL SYSTEM HARDWARE

A. Motorized Control Dampers: Coordinate with the other trades for the exact quantity, size and location of all dampers. Dampers shall be black enamel finish or galvanized, with nylon bearings. Blade edge and tip seals shall be included for all dampers. Blades shall be 16-gauge minimum and 6 inches wide maximum and frame shall be of welded channel iron. Dampers with both dimensions less than 18 inches may have strap iron frames. Ruskin CD-46 or Equal.

B. Control Damper and Valve Actuators: Coordinate with other trades for exact quantity, size and location of all dampers. Provide all dampers unless Two-position or proportional electric actuators shall be direct-mount type. All actuators shall be spring return type. Provide one actuator per damper minimum.

C. Control Valves: Control valves shall be 2-way or 3-way pattern as shown constructed for tight shutoff and shall operate satisfactorily against system pressures and differentials. Two-position valves shall be ‘line’ size. Proportional control valves shall be sized for a maximum pressure drop of 5.0 psi at rated flow (except as may be noted on the

drawings). Valves with sizes up to and including 2 inches shall be “screwed” configuration and 2-1/2 inch and larger valves shall be “flanged” configuration. Electrically controlled valves shall include spring return type actuators sized for tight shut-off against system pressures and furnished with integral switches for indication of valve position (open-closed). Three-way butterfly valves, when utilized, shall include a separate actuator for each butterfly segment.

D. Wall Mount Room Thermostats: Each room thermostat shall provide temperature indication to the digital controller; provide the capability for a software-limited set point adjustment and operation override capability. An integral LCD shall annunciate current room temperature and set point as well as override status indication. In addition, the thermostat shall include a port for connection of the portable operator’s terminal described elsewhere in this specification.

E. Duct Mount, Pipe Mount and Outside Air Temperature Sensors: 10,000-ohm thermistor temperature sensors with an accuracy of ± 0.2ºC. Outside air sensors shall include an integral sun shield.

F. Current Sensitive Switches: Solid state, split core current switch that operates when the current level (sensed by the internal current transformer) exceeds the adjustable trip point. Current switch to include an integral LED for indication of trip condition and a current level below trip set point.

G. Water Flow Meters (when required): Water flow meters shall be axial turbine style flow meters which translate liquid motion into electronic output signals proportional to the flow sensed. Flow sensing turbine rotors shall be non-metallic and not impaired by magnetic drag. Flow meters shall be ‘insertion’ type complete with ‘hot-tap’ isolation valves to enable sensor removal without water supply system shutdown. Accuracy shall be ±2% of actual reading from 0.4 to 20 feet per second flow velocities.

H. Temperature Control Panels: Furnish temperature control panels of code gauge steel with locking doors for mounting all devices as shown. Control panels shall meet all requirements of Title 24, California Administrative Code. All electrical devices within a control panel shall be factory wired. All external wiring shall be connected to terminal strips mounted within the panel. Provide engraved phenolic nameplates identifying all devices mounted on the face of control panels. A complete set of ‘as-built’ control drawings (relating to the controls within that panel) shall be furnished within each control panel.

2.16 INPUT DEVICES

A. System accuracy of sensed conditions shall be as follows:

1. +/- .5°F for space temperature in the 0-130°F range

2. +/- .5°F for duct temperatures in the 40-130°F range

3. +/- 1.0°F for outside air temperatures in the (-30)-230°F range

4. +/- 1.0°F for water temperatures in the 30-230°F range

5. +/- .1 inch for filter status differential over a 0-2 inch range

B. The system shall maintain the specified analog end-to-end accuracy throughout the warranty period from sensor to controller readout.

C. Packaging: Sensors (transducers) will be appropriately packaged for the location.

1. Architectural housing for space mounting.
2. Weatherproof/sunshield housing for outdoors.
3. Thermal well housing for water applications.
4. Protective housing for duct mounting.

D. Environmental Ratings - The sensor/transducer shall be selected to withstand ambient conditions where:

1. Moisture or condensation is a factor.
2. Vibration exists from ductwork, equipment, etc.
3. Reasonably expected transient conditions exist for temperatures, pressures, humidity's, etc. outside the normal sensing range.

E. Temperature Sensors

1. Temperature sensors will be by the use of thermistors (10K ohm at 77°F) or RTDs (PT100 curve).
2. Sensors in the return or discharge duct shall be of the single point type. Sensors in the mixed air will be of the average type.
3. Thermowells shall be brass or stainless steel for non-corrosive fluids below 250°F and 300 series stainless steel for all other applications.
4. Room temperature sensors: Sensing element only.

F. Digital Sensors

1. All digital inputs will be provided by dry contacts. The contacts will be wired normally open or normally closed as required.
2. Motor status (pumps, fans, etc.) shall be determined by current-operated switch.

2.17 OUTPUT DEVICES

A. The use of multiplexers will not be accepted.

B. Relays and Contactors

1. All digital outputs will be electrically isolated from the digital controller by interface relays.
2. Field relays shall have a minimum life of 1 million cycles without failure.
3. Contactors shall have a minimum life of ten thousand cycles without failure.

2.18 ACTUATORS

A. Standard manufacturer damper and valve actuators, proportional or two-position as required, sized to properly operate device. Damper actuators shall be of the direct coupled type, Belimo or equal.

2.19 WIRING AND CONDUIT

A. Where different wiring classes terminate within the same enclosure, maintain clearances and install barriers per the National Electric Code.

B. Where wiring is required to be installed in conduit, EMT shall be used. Conduit shall be minimum 1/2 inch galvanized EMT. Set screw fittings are acceptable for dry interior locations. Watertight compression fittings shall be used for exterior locations and interior locations subject to moisture. Provide conduit seal-off fitting where exterior conduits enter the building or between areas of high temperature/moisture differential.

C. Flexible metallic conduit (max. 3 feet) shall be used for connections to motors, actuators, controllers, and sensors mounted on vibration producing equipment. Liquid-tight flexible conduit shall be use in exterior locations and interior locations subject to moisture.

D. Junction boxes shall be provided at all cable splices, equipment terminations, and transitions from EMT to flexible conduit. Interior dry location J-boxes shall be galvanized pressed steel, nominal four-inch square with blank cover. Exterior and damp location JH-boxes shall be cast alloy FS boxes with threaded hubs and gasketed covers.

E. Where the space above the ceiling is a supply or return air plenum, the wiring shall be plenum rated. Teflon wiring can be run without conduit above suspended ceilings. EXCEPTION: Any wire run in suspended ceilings that is used to control outside air dampers or to connect the system to the fire alarm system shall be in conduit.

2.20 ENCLOSURES

A. All controllers and field interface panels shall be mounted in new enclosures unless otherwise stated in this specification.

B. All outside mounted enclosures shall meet the NEMA-4 rating.

C. Wiring within all enclosures shall be run in plastic track. Wiring within controllers shall be wrapped and secured.

2.21 CONTROL VALVES

A. Control Valves: Factory fabricated, of type, body material, and pressure class indicated. Where type or body material is not indicated, make selection as determined by manufacturer for installation requirements and pressure class, based on maximum pressure and temperature rating of piping system.

B. Globe Pattern: As follows:

1. Up to 2 inches: Bronze body, bronze trim, rising stem, renewable composition disc, screwed ends with backseating capacity re-packable under pressure.

2. Over 2 inches: Iron body, bronze trim, rising stem, plug-type disc, flanged ends, renewable seat and disc.

3. Hydronic Systems: As follows:

a. Rating: Service at 125 psi WSP and 250°F.
b. Internal Construction: Replaceable plugs and seats of stainless steel or brass.
   - Single-Seated Valves: Cage trim provides seating and guiding surfaces for plug on top and bottom of guided plugs.
   - Double-Seated Valves: Balanced plug; cage trim provides seating and guiding surfaces for plugs on top and bottom of guided plugs.
c. Sizing: 3-psi maximum pressure drop at design flow rate.
d. Flow Characteristics: 2-way valves have equal percentage characteristics; 3-way valves have linear characteristics. Select operators to close valves against pump shutoff head.

C. Terminal Unit Control Valves: Bronze body, bronze trim, 2 or 3 port as indicated, replaceable plugs and seats, union and threaded ends.

1. Rating: Service at 125 psi WSP and 250°F.

2. Sizing: 3-psi maximum pressure drop at design flow rate, to close against pump shutoff head.

3. Flow Characteristics: 2-way valves have equal percentage characteristics; 3-way valves have linear characteristics.

4. Operators (2 Position): Synchronous motor with enclosed gear train, dual-return springs, valve-position indicator. Valves spring return to normal position for temperature protection.

5. Operators (Modulating): Self-contained, linear motor, actuator with 60-second full travel, with transformer and single-throw, double-pole contacts.

2.22 DAMPERS

A. Dampers: AMCA-rated, parallel or opposed blade design; form frames from not less than 0.1084-inch galvanized steel with mounting holes for duct mounting; damper blades not less than 0.0635-inch galvanized steel, with maximum blade width of 8 inches.

1. Blades secured to 1/2-inch diameter, zinc-plated axles using zinc-plated hardware, with nylon blade bearings, blade-linkage hardware of zinc-plated steel and brass. Ends sealed against spring-stainless-steel blade bearings. Thrust bearings at each end of every blade.

2. Operating Temperature Range: From -40 to 200°F.

3. For standard applications as indicated, (as selected by manufacturer's sizing techniques) with optional closed-cell neoprene edging.

4. Provide low-leakage parallel or opposed blade design (as selected by manufacturer's sizing techniques) with inflatable seal blade edging, or replaceable rubber seals, rated for leakage at less than 10 cfm/sq.ft. of damper area, at differential pressure of 4 inches wg when damper is being held by torque of 50 inch-pounds; test in accordance with AMCA 500. Ruskin CD-46 or equal.

2.23 ACTUATORS

A. Electronic Actuators: The actuator shall be direct coupled over the shaft, enabling it to be mounted directly to the damper shaft without the need for connecting linkage. The actuator shall have electronic overload circuitry to prevent damage. For power-failure/safety applications, an internal mechanical, spring return mechanism shall be built into the actuator housing. Non-spring return actuators shall have an external manual gear release to allow positioning of the damper when the actuator is not powered.

B. All valves shall be fully proportioning, unless otherwise specified, quiet in operation, and shall be arranged to fail safe, in either a normally open or normally closed position, in the event of power failure. The open of closed position shall be as specified or as required to suit job conditions. All valves shall be capable of operating at varying rates of speed to correspond to the exact dictates of the controller and variable load requirements.

C. Where valves operate in sequence with other valves or damper operators, provide on each valve a pilot positioner to provide adjustable operating ranges and starting points and positive close off at the required control signal pressure. Positioners must be directly connected to the valve stem. Ratio relays are not acceptable.

D. Valves shall be sized by the Temperature Control Manufacturer and guaranteed to meet the heating or requirements as specified and indicated on the Drawings. Unless otherwise specified, all shall conform to the requirements herein specified for the piping system in which they are installed.

2.24 CENTRAL CONTROL PANEL

A. Integrate new controls into existing central control touch screen panel. This central panel will allow for time clock scheduling, setpoints, monitoring of points and alarm. All freezestats will be reset manually at the central panel. All alarms will be displayed and reset manually at central panel.

B. All exhaust fans shall be controlled by the central control panel.

C. Central control panel shall be connected to existing District IT Network. District shall provide data drop.

2.25 AUXILIARY EQUIPMENT/DEVICES

A. Analog Sensors

1. Duct sensors (greater than four square feet): Monitoring range to suit application. Platinum or nickel wound RTD Type + 0.1% of range. Factory calibration point – 70 Deg. F at 1000 OHMS.

2. Space Temperature Sensors: Space Temperature Sensors shall be 5,000 or 10,000 ohm thermistor with wall plate adapter and blank cover assembly. The sensor shall include an integral occupancy override button and shall also include a RJ11 communications port. Space Temperature Sensors shall include space temperature adjustment slides where shown on the plans. The Space Temperature Sensors shall be mounted approximately 60” above the floor.

3. Hydronic Well Temperature Sensors: Water Temperature Sensors shall be well mounted 5,000 or 10,000 ohm thermistors.

4. Status Indication- Status indication for fans and pumps shall be provided by a current sensing sensor. The sensor shall be installed at the motor starter or motor to provide load indication. The unit shall consist of a current transformer, a solid state current sensing circuit (with adjustable set point) and a solid state switch. A red light emitting diode (LED) shall indicate the on off status of the unit. The switch shall provide a N.O. contact for wiring back to the Field Installed Controller.

5. Combination CO2 and Space Temperature Sensors: CO2 and space sensors are comprised of two sensors housed in one unit designed to measure both CO2 in the air and the building air temperature. Combination sensor shall have the following features:
   a. Self Calibration CO_2 sensor with 5 year calibration interval.
   b. Push button over ride.
   c. CO_2 sensitivity +/- 20 ppm.
   d. CO_2 accuracy +/- 100 ppm.
   e. Space sensor: 5 or 10K thermistor.

2.26 DDC SENSORS AND POINT HARDWARE

A. Temperature Sensors

1. All temperature devices shall use precision thermistors accurate to +/- 1 degree F over a range of –30 to 230 degrees F. Space temperature sensors shall be accurate to +/- .5 degrees F over a range of 40 to 100 degrees F.

2. Standard space sensors shall be available in an off white enclosure for mounting on a standard electrical box.

3. Where manual overrides are required, the sensor housing shall feature both an optional sliding mechanism for adjusting the space temperature setpoint, as well as a push button for selecting after hours operation.

4. Where a local display is specified, the sensor shall incorporate either an LED or LCD display for viewing the space temperature, setpoint and other operator selectable parameters. Using built in buttons; operators shall be able to adjust setpoints directly from the sensor.

5. Duct temperature sensors shall incorporate a thermistor bead embedded at the tip of a stainless steel tube. Probe style duct sensors are useable in air handling applications where the coil or duct area is less than 14 square feet.

6. Averaging sensors shall be employed in ducts, which are larger than 14 square feet. The averaging sensor tube must contain at least one thermistor for every 3 feet, with a minimum tube length of 12 feet.

7. Immersion sensors shall be employed for measurement of temperature in all chilled and hot water applications as well as refrigerant applications. Thermal wells shall be brass or stainless steel for non-corrosive fluids below 250 degrees F. and 300 series stainless steel for all other applications.

8. A pneumatic signal shall not be allowed for sensing temperature.

B. Humidity Sensors

1. Humidity devices shall be accurate to +/- 5% at full scale for space and +/- 3% for duct and outside air applications. Suppliers shall be able to demonstrate that accuracy is NIST traceable.
2. Provide a hand held field calibration tool that both reads the output of the sensor and contains a reference sensor for ongoing calibration.

C. Pressure Sensors

1. Air pressure measurements in the range of 0 to 10" water column will be accurate to +/- 1% using a solid-state sensing element. Acceptable manufacturers include Modus Instruments and Mamac.
2. Differential pressure measurements of liquids or gases shall be accurate to =/- 0.5% of range. The housing shall be NEMA 4 rated.

D. Current and KW Sensors

1. Current status switches shall be used to monitor fans, pumps, motors and electrical loads. Current switches shall be available in solid and split core models, and offer either a digital or an analog signal to the automation system. Acceptable manufacturer is Veris or approved equal.
2. Measurement of three-phase power shall be accomplished with a kW/kWH transducer. This device shall utilize direct current transformer inputs to calculate the instantaneous value (kW) and a pulsed output proportional to the energy usage (kWH). Provide Veris Model 6000 Power Transducer or approved equal.

E. Flow Sensors

1. Provide an insertion vortex flow meter for measurement of liquid or gas flows in pipe sizes above 3 inches.
2. Install the flow meter on an isolation valve to permit removal without process shutdown.
3. Sensors shall be manufactured by EMCO or approved equal.

F. Carbon Dioxide Sensors

1. Non-Dispersive Infrared (NDIR), 0-2000 PPM.
2. Power Requirement, 18-30 VDC.
3. Voltage output, 0-10- VDC Full Scale.
4. Current output, 4-20 mA

2.27 AIRFLOW MEASURING STATIONS

A. Provide a thermal anemometer using instrument grade self heated thermistor sensors with thermistor temperature sensors. The flow station shall operate over a range of 0 to 5,000 feet/min with an accuracy of +/- 2% over 500 feet/min and +/- 10 ft/min for reading less than 500 feet/min.

B. The output signal shall be linear with field selectable ranges including 0-5 VDC, 0-10VDC and 4-20 mA.

C. Furnish Ebtron Series 3000 airflow stations or approved equal.

PART 3 – EXECUTION

3.1 GENERAL

A. All DDC Controllers shall be networked to Central Communications controller.

B. Existing Front-End Workstation in B & G office shall be configured for High School Addition access. Text/Graphic screens for each system shall match existing.

C. Communications cabling shall be run in hallways above hung ceiling with plenum cable and wiremold where exposed.

3.2 CONTRACTOR RESPONSIBILITIES

A. General: The Contractor or a Sub-Contractor shall perform installation of the building automation system. However, all installations shall be under the personal supervision of the Contractor. The Contractor shall certify all work as proper and complete.

B. Demolition: Remove controls, which do not remain as part of the building automation system, all associated abandoned wiring and conduit and all associated pneumatic tubing. The Owner will inform the Contractor of any equipment, which is to be removed, that will remain the property of the Owner. The Contractor will dispose of all other equipment that is removed.

C. Access to Site: Unless notified otherwise, entrance to building is restricted. No one will be permitted to enter the building unless their names have been cleared with the Owner or the Owner’s representative.

D. Code Compliance: All wiring shall be installed in accordance with all applicable electrical codes and will comply with equipment manufacturer's recommendations. Should any discrepancy be found between wiring Specifications in Division 26 and Division 22, wiring requirements of Division 26 will prevail for work specified in Division 26.

E. Cleanup: At the completion of the work, all equipment pertinent to this Contract shall be checked and thoroughly cleaned, and all other areas shall be cleaned around equipment provided under this Contract. Clean the exposed surfaces of tubing, hangers and other exposed metal of grease, plaster or other foreign materials.

3.3 WIRING, CONDUIT, TUBING AND CABLE

A. All wire will be copper and meet the minimum wire size and insulation class listed below:

Wire Class	Wire Size	Isolation Class
Power	12 Gauge	600 Volt
Class One	14 Gauge Std.	600 Volt
Class Two	18 Gauge Std.	300 Volt
Class Three	18 Gauge Std.	300 volt
Communications	Per Mfr.	Per Mfr.

B. Power and Class One wiring may be run in the same conduit. Class Two and Three wiring and communications wiring may be run in the same conduit.

C. Where different wiring classes terminate within the same enclosure, maintain clearances and install barriers per the National Electric Code.

D. Where wiring is required to be installed in conduit, EMT shall be used. Conduit shall be minimum 1/2 inch galvanized EMT. Setscrew fittings are acceptable for dry interior locations. Watertight compression fittings shall be used for exterior locations and interior locations subject to moisture. Provide conduit seal off fitting where exterior conduits enter the building or between areas of high temperature/moisture differential.

E. Flexible metallic conduit (max. 3 feet) shall be used for connections to motors, actuators, controllers, and sensors mounted on vibration producing equipment. Liquid-tight flexible conduit shall be use in exterior locations and interior locations subject to moisture.

F. Junction boxes shall be provided at all cable splices, equipment termination and transitions from EMT to flexible conduit. Interior dry location J-boxes shall be galvanized pressed steel, nominal four-inch square with blank cover. Exterior and damp location JH-boxes shall be cast alloy FS boxes with threaded hubs and gasket covers.

G. Where the space above the ceiling is a supply or return air plenum, the wiring shall be plenum rated. Teflon wiring can be run without conduit above suspended ceilings. EXCEPTION: Any wire run in suspended ceilings that is used to control outside air dampers or to connect the system to the fire management system shall be in conduit.

H. Coaxial cable shall conform to RG62 or RG59 rating. Provide plenum rated coaxial cable when running in return air plenums.

I. Fiber optic cable shall include the following sizes; 50/125, 62.5/125 or 100/140. Only glass fiber is acceptable, no plastic.

J. Fiber optic cable shall only be installed and terminated by an experienced contractor. The BAS contractor shall submit to the Engineer the name of the intended contractor of the fiber optic cable with his submittal documents.

3.4 HARDWARE INSTALLATION

A. Installation Practices for Wiring and Tubing

1. All controllers are to be mounted vertically and per the manufacturer's installation documentation.
2. The 120VAC power wiring to each Ethernet or Remote Site controller shall be a dedicated run, with a separate breaker. Each run will include a separate hot, neutral and ground wire. The ground wire will terminate at the breaker panel ground. This circuit will not feed any other circuit or device.
3. A true earth ground must be available in the building. Do not use a corroded or galvanized pipe, or structural steel.
4. Wires are to be attached to the building proper at regular intervals such that wiring does not drop. Wires are not to be affixed to or supported by pipes, conduit, etc.
5. Conduit in finished areas will be concealed in ceiling cavity spaces, plenums, and furred spaces and wall construction. Exception; metallic surface raceway may be used in finished areas on masonry walls. All surface raceway in finished areas must be color matched to the existing finish within the limitations of standard manufactured colors.
6. Conduit, in non-finished areas where possible, will be concealed in ceiling cavity spaces, plenums, furred spaces and wall construction. Exposed conduit will run parallel to or at right angles to the building structure.
7. Wires are to be kept a minimum of three (3) inches from hot water or condense piping.
8. Where sensor wires leave the conduit system, they are to be protected by a plastic insert.
9. Wire will not be allowed to run across telephone equipment areas.

B. Installation Practices for Field Devices

1. Well-mounted sensors will include thermal conducting compound within the well to insure good heat transfer to the sensor.
2. Actuators will be firmly mounted to give positive movement and linkage will be adjusted to give smooth continuous movement throughout 100 percent of the stroke.
3. Relay outputs will include transient suppression across all coils. Suppression devices shall limit transients to 150% of the rated coil voltage.

4. Water line mounted sensors shall be removable without shutting down the system in which they are installed.
5. For duct static pressure sensors, the high-pressure port shall be connected to a metal static pressure probe inserted into the duct pointing upstream. The low-pressure port shall be left open to the plenum area at the point that the high-pressure port is tapped into the ductwork.
6. For building static pressure sensors, the high-pressure port shall be inserted into the space via a metal tube. Pipe the low-pressure port to the outside of the building.

C. Enclosures

1. For all I/O requiring field interface devices, these devices, where practical, will be mounted in a field interface panel (FIP). The Contractor shall provide an enclosure, which protects the device(s) from dust, moisture, conceals integral wiring and moving parts.
2. FIP's shall contain power supplies for sensors, interface relays and Contractors, safety circuits, and I/P transducers.
3. The FIP enclosure shall be of steel construction with baked enamel finish; NEMA 1 rated with a hinged door and keyed lock. The enclosure will be sized for 20% spare mounting space. All locks will be keyed identically.
4. All wiring to and from the FIP will be to screw type terminals. Analog or communications wiring may use the FIP as a raceway without terminating. The use of wire nuts within the FIP is prohibited.
5. All outside mounted enclosures shall meet the NEMA-4 rating.
6. The tubing and wiring within all enclosures shall be run in plastic track. Wiring within controllers shall be wrapped and secured.

D. Identification

1. Identify all control wires with labeling tape or sleeves using either words, letters, or numbers that can be exactly cross-referenced with As-Built Drawings.
2. Identify all pneumatic tubing with labeling tape or sleeves using either words, letters, or numbers that can be exactly cross-referenced with As-Built Drawings.
3. All field enclosures, other than controllers, shall be identified with a Bakelite nameplate. The lettering shall be in white against a black or blue background.
4. Junction box covers will be marked to indicate that they are a part of the BAS system.
5. All I/O field devices (except space sensors) that are not mounted within FIP's shall be identified with nameplates.
6. All I/O field devices inside FIP's shall be labeled.

E. Control System Switch-Over

1. Demolition of the existing control system will occur after the new temperature control system is in place including new sensors and new field interface devices.

2. Switch over from the existing control system to the new system will be fully coordinated with the Owner. A representative of the Owner will be on site during switch over.
3. The Contractor shall minimize control system downtime during switch over. Sufficient installation mechanics will be on site so that the entire switch over can be accomplished in a reasonable time frame.

F. Location

1. The location of sensors is per Mechanical and Architectural Drawings.
2. Outdoor air sensors will be mounted on the north building face directly in the outside air. Install these sensors such that the effects of heat radiated from the building or sunlight is minimized.
3. Field enclosures shall be located immediately adjacent to the controller panel(s) to which it is being interfaced.

3.5 SOFTWARE INSTALLATION

A. General: The Contractor shall provide all labor necessary to install, initialize, start-up and debug all system software as described in this section. This includes any operating system software or other third-party software necessary for successful operation of the system.

B. Database Configuration: The Contractor will provide all labor to configure those portions of the database that are required by the points list and sequence of operation.

C. Color Graphic Slides: Unless otherwise directed by the Owner, the Contractor will provide color graphic displays as depicted in the Mechanical Drawings for each system and floor plan. For each system or floor plan, the display shall contain the associated points identified in the point list and allow for set point changes as required by the Owner.

D. Reports - The Contractor will configure a minimum of 6 reports for the Owner as listed below:

1. Central Plant Status Report
2. Air Handler Status Report
3. Energy Consumption Report
4. Space Temperature Report
5. Specialty Equipment Status Report

E. Documentation - As-Built software documentation will include the following:

1. Descriptive point lists
2. Application program listing
3. Application programs with comments

4. Printouts of all reports
5. Alarm list
6. Printouts of all graphics

3.6 COMMISSIONING AND SYSTEM STARTUP

A. Point-to-Point Checkout: Each I/O device (both field mounted as well as those located in FIP's) shall be inspected and verified for proper installation and functionality. A checkout sheet itemizing each device shall be filled out, dated and approved by the Project Manager for submission to the Owner or Owner's representative.

B. Controller and Workstation Checkout: A field checkout of all controllers and front-end equipment (computers, printers, modems, etc.) shall be conducted to verify proper operation of both hardware and software. A checkout sheet itemizing each device and a description of the associated tests shall be prepared and submitted to the Owner or Owner's representative by the completion of the project.

C. System Acceptance Testing

1. All application software will be verified and compared against the sequences of operation. Control loops will be exercised by inducing a setpoint shift of at least 10% and observing whether the system successfully returns the process variable to setpoint. Record all test results and attach to the Test Results Sheet.

2. Test each alarm in the system and validate that the system generates the appropriate alarm message, that the message appears at all prescribed destinations (workstations or printers), and that any other related actions occur as defined (i.e. graphic panels are invoked, reports are generated, etc.). Submit a Test Results Sheet to the Owner.

3. Perform an operational test of each unique graphic display and report to verify that the item exists, that the appearance and content are correct, and that any special features work as intended. Submit a Test Results Sheet to the Owner.

4. Perform an operational test of each third party interface that has been included as part of the automation system. Verify that all points are properly polled, that alarms have been configured, and that any associated graphics and reports have been completed. If the interface involves a file transfer over Ethernet, test any logic that controls the transmission of the file, and verify the content of the specified information.

3.7 SEQUENCES OF OPERATION

A. Chiller with Associated Pumps and Appurtenances

1. Point List

a. CHW Supply Temperature
b. CHW Return Temperature
c. Outside Air Temperature
d. Chiller Start/Stop (2)
e. Chiller Isolation Valve (4)
f. Chiller Water Primary Pump Start/Stop/Status (2)
g. Chilled Water Differential Pressure
h. Chiller Capacity (2)
i. Chiller Alarm (2)
j. Chiller KW (2)
k. Flow through Chiller (2)
l. Chiller Status (2)

2. Sequence of Operation

a. This system will consist of two outdoor air-cooled scroll chillers with two chilled water pumps.

b. When the building is in the occupied mode of operation and the outside air is above 58 degrees F. (adjustable), the chilled water system will be activated in the following order.

c. First, the lead chiller's chilled water valve will open, when this valve end switch proves that the valve is open the lead primary chilled water pump will start. After a 30 second time delay, if flow is proven by the chilled water flow switch, then the lead chiller will start. If one chiller is not capable of maintaining the desired chilled water temperature, then another chiller will be started in the following order.

d. First, the lag chiller's chilled water valve will open. When this valve's end switch proves that the valve is open, the lag chilled water pump shall start, then the lag chiller will be started if its flow switch proves flow.

e. When the demand for chilled water is reduced, or the system is switched to unoccupied the pumps and chillers will be shut down in reverse order. During chiller shutdown mode the chiller will be shut down first, then after a 90 second time delay the primary chilled water pumps will sequence off.

f. If one or more Chillers need to be isolated from the system, the automatic shut-off valves will be activated on the inlet and outlet of each module to disconnect it from the system.

g. Chilled Water Differential Controller

h. A software lead/lag switch will once weekly switch the primary pumps, and chillers (only when the system is off and in unoccupied mode).

3.8 CONTROL DIAGRAMS

A. Complete new control diagrams showing type of apparatus, cycles of operation and details of all equipment must be submitted for checking and be approved before installation is started.

B. Submit three (3) preliminary copies of the control diagrams, sequence descriptions, and equipment shop drawings for checking and submit six (6) copies, complete for final approval.

C. At the completion of installation, control manufacturer shall furnish non-fading original; plastic laminated copies of all control diagrams as they apply to the particular instruments thereon. One complete set of non-fading plastic laminated diagrams shall be mounted on wall as directed.

3.9 CERTIFICATION

A. After completion of installation and after equipment has been placed on operation, the temperature control manufacturer shall submit in writing, a complete and detailed report and certification that the entire installation is operating exactly as specified and shall be guaranteed for one year. Report shall state temperature and throttling range readings and settings of all control instruments. Submit to the Engineer preliminary for checking and approval.

3.10 INSTALLATION

A. All work under the automatic temperature control Sub-Contract shall be done by competent skilled mechanics regularly in the employ of the temperature control manufacturer.

B. Bidder must be a control manufacturer currently involved in the production of commercial pneumatic/electric temperature controls. Franchises and associations are not considered control manufacturers.

3.11 TRAINING

A. The Contractor shall supply personnel to train key customer personnel in the operation and maintenance of the installed system. The training program shall be designed to provide a comprehensive understanding and basic level of competence with the system. It shall be sufficiently detailed to allow customer personnel to operate the system independent of any outside assistance. On-line context sensitive HELP screens shall be incorporated into the system to further facilitate training and operation.

B. The training plan shall include detailed session outlines and related reference materials. The customer personnel shall be able to utilize these materials in the subsequent training of their co-workers.

1. Training time shall not be less than a total of 40 hours, and shall consist of:

a. 16 hours during normal day shift periods for system operators. Specific schedules shall be established at the convenience of the customer.

b. 24 hours of system training shall be provided to customer supervisory personnel so that they are familiar with system operation.

c. The specified training schedule shall be coordinated with the customer and will follow the training outline submitted by the Contractor as part of the submittal process.

d. Provide an as built Video training tape, showing and explaining all animated graphics in detail, all controllers and equipment the FMS operates (Four (4) Copies shall be supplied).

e. If further training is needed, the Contractor shall provide another 40 hours at no extra cost.

2. All training sessions shall be scheduled by the Construction Manager. The Contractor shall provide sign-in sheets and distribute minutes of each session prior to the subsequent session. This documentation shall be included in the Operation and Maintenance manuals.

END OF SECTION 230460

SECTION 230470 - 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 of 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 230470

SECTION 230485 - HVAC SYSTEMS COMMISSIONING

PART 1 - GENERAL

Applicable Provisions of the Conditions of the Contract and Division 1 General Requirements govern the work in this section.

1.1 RELATED DOCUMENTS

A. In the case of a conflict between this and any other section in the project specifications, the more stringent or detailed requirements shall apply.

1.2 DEFINITIONS

A. Commissioning Plan: A document that outlines the organization, schedule, allocation of resources, and documentation requirements of the commissioning process.

B. CxA: Commissioning Authority.

1.3 DESCRIPTION

A. The systems that shall be commissioned in this project include but are not limited to the following:

1. Central Building Automation System including packaged unitary controllers.

2. Equipment of the heating, ventilating and air conditioning systems.

1.4 OVERVIEW OF CONTRACTOR'S RESPONSIBILITIES

A. Perform commissioning inspections and tests at the direction of the CxA.

B. Attend construction phase controls coordination meeting.

C. Attend testing, adjusting, and balancing (TAB) review and coordination meetings.

D. Participate in HVAC systems, assemblies, equipment, and component maintenance orientation and inspection as directed by the CxA.

E. Provide information requested by the CxA for final commissioning documentation.

F. Provide measuring instruments and logging devices to record test data and provide data acquisition equipment to record data for the complete range of testing for the required test period.

G. Provide detailed startup procedures.

H. Provide copies of all submittals, including all changes thereto, with details as required in the appropriate subsection of 3.1 Responsibilities.

I. Facilitate the coordination of the commissioning process and incorporate commissioning activities into overall project schedule (OPS).

J. Ensure all subcontractors and vendors execute their commissioning responsibilities according to the contract documents and the OPS.

K. Provide required demonstration and training of owner's personnel.

L. Review and accept construction checklists provided by commissioning authority (CxA).

M. Prepare O&M manuals, according to the contract documents, including clarifying and updating the original sequences of operation to as-built/as-tested conditions.

N. Cooperate with the CxA for resolution of issues recorded in the "Issues Log"

O. Prepare and provide all documentation as necessary for the compilation of the Systems Manual.

PART 2 - PRODUCTS

2.1 TEST EQUIPMENT

A. The HVAC Contractor shall provide all standard testing equipment required to perform startup, initial checkout, and testing requirements of Division 23.

B. The Controls Contractor shall provide all standard testing equipment required to test the Building Automation and Automatic Temperature Control System (BAS), including calibration of valve and damper actuators and all sensors. Trend logs for functional testing shall be generated through the BAS interface as requested by the CxA.

C. All testing equipment shall be of sufficient quality and accuracy to test and/or measure system performance with the following tolerances. Temperature sensors and digital thermometers shall have a certified calibration, performed within the past year, to an accuracy of 0.5°F and a resolution of ± 0.1 °F. Pressure sensors shall have an accuracy of ± 2.0% of the value range being measured (not full range of meter) and have been calibrated within the last year. All equipment shall be calibrated according to the manufacturer's recommended intervals and when dropped or damaged. Calibration tags shall be affixed or certificates readily available.

PART 3 - EXECUTION

3.1 RESPONSIBILITIES

A. HVAC, Controls and TAB Contractors. The commissioning responsibilities applicable to each of the HVAC, Controls and TAB Contractors of Division 23 are follows:

1. Attend the initial commissioning meeting conducted at the start of construction, the commissioning meeting held 30 days prior to startup of the primary equipment, and all commissioning team meetings.

2. Provide a copy of approved shop drawings and startup reports for all commissioned equipment to the CxA. Supplement the shop drawing data with the manufacturer's installation and start-up procedures. This material should be identical to the literature which will be included in the Operation and Maintenance Manuals.

3. The Operation and Maintenance Manuals shall be submitted to the CM prior to the start of training (three (3) weeks before startup and training and at least sixty (60) days before substantial completion).

4. Perform and document results of Pre-functional Inspections at the direction of the CxA. Ensure that the inspection checklists are completed before startup or as specified by the CxA.

5. During the startup and initial checkout process, execute all portions of the manufacturer's start-up checklists for all commissioned HVAC equipment.

6. Perform and clearly document all completed startup and system operational checkout procedures and provide a copy to the CxA.

7. Perform and document results of equipment functional testing at the direction of the CxA. Ensure that the testing is completed in the timeline specified by the CxA.

8. Address current A/E punch list items and Commissioning corrective action items on the "Issues Log" before functional testing. Air and water TAB shall be completed, with discrepancies and problems remedied, before functional testing of the respective air-or water-related systems.

9. Provide skilled technicians to execute starting of equipment and to perform tests in accordance with all Division 23 sections. Where specified, startup shall be performed by a factory authorized service representative. Ensure that they are available and present during the agreed-upon schedules for the sufficient duration to complete the necessary tests, adjustments and problem-solving.

10. Correct deficiencies (differences between specified and observed performance as interpreted by the CxA and A/E) and retest the equipment.

11. Provide training of Owner's operating staff as specified in Division 23 Sections. Use expert qualified personnel.

12. Coordinate with equipment manufacturers to determine specific requirements to maintain the validity of the warranty.

13. Correct deficiencies and make necessary adjustments to O&M manuals for applicable issues identified in any seasonal testing.

B. HVAC Contractor. The responsibilities of the HVAC Contractor, during construction and acceptance phases in addition to those listed in (A) are:

1. Provide startup for all HVAC equipment.

2. Prepare a preliminary schedule for Division 23 pipe and duct system testing, flushing and cleaning, equipment start-up and TAB start and completion for use by the PM and CxA. Update the schedule as appropriate.

3. Notify the PM and CxA when pipe and duct system testing, flushing, cleaning, startup of each piece of equipment, and TAB will occur. Be proactive in seeing that commissioning processes are executed and that the CxA has the scheduling information needed to efficiently facilitate the commission process.

4. Calibrations: The HVAC Contractor is responsible to calibrate all factory-installed sensors and actuators. Sensors installed in the unit at the factory with calibration certification provided need not be field calibrated by the HVAC Contractor.

5. Supervise all commissioning activities executed by subcontractors, including the Controls Contractor.

6. List and clearly identify on the as-built duct and piping drawings the locations of all flow meters, fire and smoke dampers, duct detectors, temperature sensors, relative humidity sensors, CO2 sensors, static and differential pressure sensors (air, water and building pressure).

C. Controls Contractor - The commissioning responsibilities of the Controls Contractor, during construction and acceptance phases in addition to those listed in (A) are:

1. Sequences of Operation Submittals. The Controls Contractor's submittals of control drawings shall include complete detailed sequences of operation for each piece of equipment, regardless of the completeness and clarity of the sequences in the specifications. The submitted sequences shall generally include the following, but can vary according to project needs:

a. An overview narrative of the system (one or two paragraphs) generally describing its purpose, components and function.
b. Logic diagrams detailing the flow of information for each control algorithm. These diagrams should include all inputs, outputs, and computations.
c. All interactions and interlocks with other systems.
d. Detailed delineation of control between any packaged controls and the building automation system, listing which points the only monitored at the BAS, and which points can be controlled by and adjusted at the BAS.
e. Written sequences of control for packaged controlled equipment. (Equipment manufacturers' stock sequences may be included but will generally require additional narrative).
f. Start-up sequences.
g. Warm-up mode sequences.
h. Normal operating mode sequences.
i. Unoccupied mode sequences.
j. Shutdown sequences.
k. Capacity control sequences and equipment staging.
l. Temperature and pressure control: setbacks, setups, resets, etc.
m. Detailed sequences for all control strategies, e.g., economizer control, optimum start/stop, staging, optimization, demand limiting, etc.
n. Effects of power or equipment failure with all standby component functions.
o. Sequences for all alarms and emergency shut downs.
p. Seasonal operational differences and recommendations.
q. Initial and recommended values for all adjustable settings, setpoints and parameters that are typically set or adjusted by operating staff; and any other control settings or fixed values, delays, etc. that will be useful during testing and operating the equipment.
r. Daily/weekly/monthly schedules, as appropriate, if known.
s. To facilitate referencing in testing procedures, all sequences shall be written in small statements, each with a number for reference. Where possible, the numbering sequence shall correspond with Section 23 0460 Automatic Temperature Controls.

2. Control Drawings Submittal:

a. The control drawings shall have a key to all abbreviations.
b. The control drawings shall contain graphic schematic depictions of the system and each component.
c. The schematics shall include the system and component layout of any equipment that the control system monitors, enables, or controls, even if the equipment is primarily controlled by packaged or integral controls.
d. Provide a full points list with at least the following included for each point:

1. Controlled system.
2. Point abbreviation

3. Point description
4. Display unit.
5. Control point or setpoint (Yes/No)
6. Input point (Yes/No)
7. Output point (Yes/No)

e. The controls contractor shall keep the A/E, CxA, HVAC and TAB Contractor informed, in a timely manner, of all changes to this list during programming and setup.

3. Submit a written checkout plan indicating in a step-by-step manner, the procedures that will be followed to test, checkout and adjust the control system prior to functional testing. At minimum, the checkout plan shall include for each type of equipment controlled by the building automation system:

a. System name.
b. List of devices.
c. Step-by-step procedures for testing each controller after installation, including:

1. Process of verifying proper hardware and wiring installation.
2. Process of downloading programs to local controllers and verifying that they are addressed correctly.
3. Process for performing and documenting point-to-point checkout for each digital and analog input and output.
4. Process of performing operational checks of each controlled component.
5. Plan and process for calibrating valve and damper actuators and all sensors.
6. A description of the expected field adjustments for transmitter, controllers and control actuators should control responses fall outside of expected values.

d. A copy of the log and field checkout sheets that will document the process. This log must include a place for initial and final read values during calibration of each point and clearly indicate when a sensor, controller or command has “passed” and is operating within the contract parameters.
e. A description of the instrumentation required for testing.
f. Indicate the portion of the controls checkout plan that should be completed prior to TAB using the controls system for TAB work. Coordinate with the CxA and TAB Contractor for this determination.

4. Point-to-Point Checkout: Include in the checkout plan a point-to-point checkout. Each control point tied to a central control system shall be verified to be commanding, reporting and controlling according to its intended purpose. For each output, commands shall be initiated and verified to be functioning by visually

observing and documenting the status of the controlled device in the field (e.g. valve or damper actuator response, pump or fan status). For each input, the system or conditions shall be altered to initiate the input response being tested and the response in the control system observed and recorded (e.g. high duct static pressure alarm).

5. Calibrations: The Controls Contractor is responsible to calibrate all field installed sensors and actuators using test and documentation methods approved by the CxA. The HVAC Contractor is responsible to calibrate all factory installed sensors and actuators.

   a. Sensors installed in the unit at the factory, with a calibration certification provided, need not be field calibrated by the HVAC Contractor.
   b. Valve leak-by tests shall be conducted by the Contractor when shown on a construction checklist.
   c. All procedures used shall be fully documented by the Controls Contractor on suitable forms, clearly referencing the procedures followed and written documentation of initial, intermediate and final results.

6. Beyond the control points necessary to execute all documented control sequences, provide monitoring, control and virtual points as indicated in the Specifications.

7. Provide an official notice to proceed to the CxA and project team upon completion of the Building Automation System (BAS) and Automatic Temperature Control System (ATC) installation, including checkout and calibration of each controlled device, to confirm that all system programming is complete as to all respects of the Contract Documents. This shall be submitted by the Controls Contractor prior to the start of functional testing by the CxA.

D. TAB Contractor: The scope of work for the TAB Contractor is provided in Section 230460.

3.2 SUBMITTALS

A. The Contractor shall send one copy of product data, shop drawings and similar submittals to the CxA at the same time they are submitted to the A/E. The CxA will review the submittals and provide any comments to the A/E for inclusion in their comments. The Architect will transmit to the CxA, for the CxA's use in preparing functional test procedures; one reviewed and approved copy of product data, shop drawings and similar submittals received from the HVAC, Controls and TAB Contractors, pertinent to equipment and systems to be commissioned.

3.3 STARTUP

A. The HVAC, Controls and TAB Contractors shall follow the start-up and initial checkout procedures listed in the Responsibilities list in this section. Equipment start-up is required to complete systems and sub-systems so they are fully functional, in compliance with the

Contract Documents. The commissioning procedures and functional testing do not relieve or lessen this responsibility, or partially shift that responsibility to any extent onto the Commissioning Agent or Owner.

B. Testing is intended to begin upon completion of a system. Refer to Section 019100 for additional information related to scheduling.

3.4 TESTS

A. The HVAC and Controls Contractors shall provide the necessary support to the CxA to complete functional testing. The Controls Contractor shall fully test and verify all aspects of the BAS Contract Work on a point / system / integrated operational basis for all points, features and functions specified. The following requirements apply to all mechanical and control systems and features that are to be commissioned when referenced below. Tests shall:

1. Verify functionality and compliance with the basis of design for each individual sequence module in the sequence of operations. Verify proper operation of all control strategies, energy efficiency and self-diagnostics features by stepping through each sequence and documenting equipment and system performance. Tests shall include startup, normal operation, shutdown, scheduled ‘on’ and ‘off’, unoccupied and manual modes, safeties, alarms, over-rides, lockouts and power failure.

2. Verify operation of systems and components that may be impacted during low, normal and high load conditions and during combinations of environmental and interacting equipment conditions that could reasonably exist and potentially result in adverse system reaction.

3. Verify all alarm and high and low limit functions and messages generated on all points with alarm settings.

4. Verify integrated performance of all components and control system components, including all interlocks and interactions with other equipment and systems.

5. Verify shutdown and restart capabilities for both scheduled and unscheduled events (e.g. power failure recovery and normal scheduled start/stop).

6. Verify proper sequencing of heat transfer elements as required to prevent simultaneous heating and cooling, unless specifically required for dehumidification operation.

7. Verify system response and stability of control loops under different load conditions and determine if additional loop tuning is required for dehumidification operation.

8. When applicable, demonstrate a full cycle from ‘off’ to ‘on’ and ‘no load’ to ‘full load’ and then to ‘no load’ and ‘off’.

9. Verify time of day schedules and setpoints.

10. Verify all energy saving control strategies.

11. Verify that all control system graphics are complete, that graphics are representative of the systems, and that all points and control elements are shown in the same location on the graphics as they are located in the field.

12. Verify operation control of all adjustable system control points, including proper access level as agreed to during the controls system demonstration.

B. In addition to specific details, and/or standards referenced for acceptance testing indicated in other Division 23 sections, the following common acceptance criteria shall apply to all mechanical equipment, assemblies, and features:

1. For the conditions, sequences and modes tested, the equipment, integral components and related equipment shall respond to varying loads and changing conditions and parameters appropriately as expected, according to the sequence of operation, as specified, according to acceptable operating practice and the manufacturer's performance specifications.

2. Systems shall accomplish their intended function and performance (e.g. provide supply air and water at designated temperature and flow rate, etc., and maintain space conditions in terms of air temperature, relative humidity, and CO2 concentration) at specified levels at varying conditions.

3. Control loops shall be stable under all operating conditions. Control loops shall exhibit a quarter decay ratio type response to a step change or other upset and return to stable operation in a time frame that is reasonable and realistic for the system that they are associated with.

4. Resetting a manual safety shall result in a stable, safe, and predictable return to normal operation by the system.

5. Safety circuits and permissive control circuits shall function in all possible combinations of selector switch positions (hand, auto, inverter, bypass etc.).

6. Additional acceptance criteria may be defined by the CxA when detailed tested procedures are developed.

7. At the CxA's discretion, if large numbers of deficiencies or repeated deficiencies are encountered, the CxA shall suspend functional testing until the Contractor corrects the deficiencies and troubleshoots all remaining systems at issue on their own. The Contractor shall be responsible for any resulting schedule delays that increase the overall time period to complete functional testing.

8. Retesting: The CxA will direct the retesting of the equipment once at no charge to the Owner for their time. The CxA's time and expenses incurred for a second retest, if required due to no fault of the CxA, will be reviewed by the Owner to determine the appropriate means of compensation to the CxA for extension of services. The functional testing shall include operating the system and components through each of the written sequences of operation, and other significant modes and sequences, including startup, shutdown, unoccupied mode, manual mode, staging, miscellaneous alarms, power failure, security alarm when impacted and interlocks with other systems or equipment. Sensors and actuators shall be calibrated during construction checkout by the installing contractors and spot-checked by the CxA during functional testing.

3.5 WRITTEN WORK PRODUCTS

A. Written work products of Contractors shall consist of the filled out start-up, initial checkout, and test documentation in accordance with all Division 23 sections.

END OF SECTION 230485

SECTION 230490 - 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 230490

SECTION 260100 - 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 C50.13 - Rotating Electrical Machinery
4. NEMA MG2 - Construction and guide for selection, installation and use of electric motors.
5. NEMA MG1 - 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. Receptacles, switches, occupancy sensors.
2. Overcurrent protective devices.

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 of 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 1; 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, pullboxes, 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 260100

SECTION 260125 - 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. Removal of existing utility vault mounted transformer along with the associated incoming and outgoing cables.

2. Modifications to existing electrical distribution system as indicated on the Drawings.

3. Conduit, conduit fittings, junction and pull boxes and all appurtenances necessary for the raceway systems including necessary supports and fasteners.

4. Electrical conductors, connectors, fittings and connection lugs.

5. Branch circuit devices, outlet boxes, pull boxes, motor disconnect switches, etc.

6. Power wiring to HVAC and Plumbing equipment including disconnect switches as shown and/or required by NEC.

7. Core drilled holes for conduit passing through walls, ceilings and floors.

8. All necessary cutting, patching and core drilling incidental to the electrical work.

9. Temporary light and power.

10. Licenses, permits, inspection and approvals.

11. Grounding as required as per NEC.

12. Sleeves for conduit and watertight caulking between conduit and sleeve.

13. Testing.

14. Cutting, patching and drilling.

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.

END OF SECTION 260125

SECTION 260150 - 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.	Disconnect Switches	Siemens, Square D, GE
2.	Conduit (steel)	Wheatland, Allied, Republic Conduit
3.	Conduit Fittings (steel)	Appleton, Crouse-Hind, O-Z, T&B, M&W
4.	Wire and Cable	General, South Wire, Rome, Cerro
5.	Splicing Connectors	3M, O-Z, Thomas & Betts

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 260150

SECTION 260200 - 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. Wire Mold 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. 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 or 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 260200

SECTION 260300 - 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:

1. 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>

A Phase	Black
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 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 260300

SECTION 260320 - 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. Fuses

1. Current limiting cartridge fuses.
2. Time delay cartridge fuses.

C. 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. 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 circuit breakers shall be selectively coordinated.

C. Install disconnect switches where indicated on Drawings.

D. 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 260320

SECTION 260350 - 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 feralloy, 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

A. Locate pull boxes and junction boxes above accessible ceilings or in unfinished areas.

B. Support pull and junction boxes independent of conduit.

3.4 FLOOR BOX INSTALLATION

A. Set boxes level and flush with finish flooring material.

B. Use cast iron floor boxes for installation in slab on grade.

END OF SECTION 260350

SECTION 260400 - 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 260400

SECTION 260450 - 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 260450

SECTION 260500 - 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. Do not fasten supports to piping, ductwork, mechanical equipment, or conduit.

B. Do not use powder-actuated anchors.

C. 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.

D. In wet locations install free-standing electrical equipment on concrete pads.

E. Install surface mounted cabinets and panelboards with minimum of four anchors. Provide steel channel supports to stand cabinet one inch off wall.

F. Bridge studs top and bottom with channels to support flush mounted cabinets and panelboards in stud walls.

END OF SECTION 230500

SECTION 260550 - 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:

MP-1 INSTALLED 2023

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 260550

SECTION 260600 - 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. Fusible switch assemblies: Quick-make, quick-break, load interrupter enclosed knife switch with externally operable handle interlocked to prevent opening front cover with switch is in ON position. Handle lockable in OFF position. Fuse clips: 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 with switch in ON position. Handle lockable in OFF position.

C. 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. Install fuses in fusible disconnect switches.

C. Disconnects installed outdoors shall have NEMA 3R enclosures.

D. Disconnects installed indoors in dry locations shall have NEMA 1 enclosure.

END OF SECTION 260600

SECTION 260650 - 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.

F. Transformers.

G. Electric Service.

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 SERVICE ENTRANCE/SWITCH

A. Coordinate all bonding and grounding requirements of the service entrance with the utility company.

B. Provide ground lug in each switchboard, minimum 25% of phase bus, along entire length of switchboard.

C. Separately connect each ground to existing grounding electrode. Test existing grounding electrode for proper resistance values and provide all necessary modifications required.

3.2 TRANSFORMERS

A. Bond each transformer secondary neutral to nearest building structural column or beam via transformer case grounding stud.

B. Provide jumper between transformer case and all conduit bushings.

C. Where a separate equipment-grounding conductor is provided the primary and/or secondary feeders; bond to transformer grounding stud.

D. Where isolation shield is provided, bond to transformer grounding stud.

E. Where a separate ground riser is provided in addition to or instead of building steel; bond transformer-grounding stud to the ground riser.

3.3 STRUCTURAL STEEL BUILDINGS

A. Select a column common to aligned electric closets as the bonding column for grounding of transformer neutrals, isolated grounds and separate equipment grounding conductors.

B. All grounding conductors in each closet shall be bonded in close proximity to one another.

C. Where a grounding conductor to be bonded is not in proximity to the common column, bond to the nearest column or structural beam.

D. Provide bonding jumper strap across all structural expansion joints where the grounding integrity of the structural system is reduced

3.4 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.

3.5 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.

3.6 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.

3.7 TESTING

A. Upon completion of the installation, confirm the grounding continuity of all raceways, conductors and equipment. Maximum allowable resistance is 25 ohms.

3.8 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 260650

SECTION 260900 - 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 260900