

Specifications and Bid Documents

for

**Rye Town Park Bath House
Interior Renovation**

EPF-HP #230997/23PR10281

95 Dearborn Avenue
Rye, NY 10580

Architect:
Arconics Architecture, P.C.
545½ Westchester Avenue
Rye Brook, New York 10573
914/937-5596

Issued for Bid:
July 7, 2025

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July 20, 2022, prepared by Hygenix, Inc.

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SECTION 00 1000
LIST OF DRAWING SHEETS

RYE TOWN PARK BATH HOUSE
95 DEARBORN AVENUE, RYE, NY 10580

PART 1 - GENERAL

1.1 DRAWING INDEX

ARCHITECTURAL

<i>Drawing #</i>	<i>Title</i>	<i>Issued</i>
G-100	Location Map, General Notes	7/7/2025
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A-103	Partial Plans, Roof and Cellar	7/7/2025
A-200	Front and Rear Exterior Elevations	7/7/2025
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A-300	Interior Elevations	7/7/2025
A-301	Interior Elevations	7/7/2025
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ENGINEERING

<i>Drawing #</i>	<i>Title</i>	<i>Issued</i>
ME-100	Removal Plan	7/7/2025
P-100	Plumbing – Floor Plan, Partial Cellar Plan, Legend & Details	7/7/2025
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NOTICE TO CONTRACTORS, SUBCONTRACTORS, SUPPLIERS AND VENDORS

This project is funded in part by a grant from the NYS Office of Parks, Recreation and Historic Preservation through Title 9 of the Environmental Protection Act of 1993. All contracts and subcontracts for the project are subject to the terms of the State of New York Contract for Grants (SNYCG) -- Standard Terms and Conditions, which can be found online at <https://grantsmanagement.ny.gov/state-agency-resources>, Appendix A (A), Attachment A-1 (A1) and Attachment A-2 (A2), attached hereto. *If any other funding sources are involved in the project, the grantee is responsible for compliance with the program requirements for those funding sources.*

Note particularly the following requirements:

- The State's right to review and approve every subcontract in excess of \$100,000. *SNYCG III (B)(2)*
- The requirement that subcontracts contain provisions specifying (1) that work accord with the terms of the State of New York Contract for Grants, (2) that nothing in the subcontract shall impair the rights of the State under the State of New York Contract for Grants, and (3) that nothing in the subcontract, nor under the State of New York Contract for Grants creates any contractual relationship between the subcontractor and the State. *SNYCG III (B)(2)*
- Contractor's responsibility to submit vendor responsibility information to the State, including a Vendor Responsibility Questionnaire for subcontracts that equal or exceed \$100,000. *SNYCG III (B)(4)*
- Non-discrimination requirements *A(5) and A1(F)*
- Equal Opportunity provisions, including a requirement that the following provisions be included in construction subcontracts in excess of \$25,000:
 - The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
 - The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
 - The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
 - At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and
 - The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. *A(12) and A1(F)*
- Wages and Hours Provisions *A(6)*
- New York State business requirement *A(20)*
- Worker's Compensation and Disability Benefits Insurance coverage *SNYCG III (I) (L), A (4), A1(E)*
- **NEW Effective December 30, 2024.** Department of Labor Public Work Contractor and Subcontractor Registry *A1 (O)*

ATTACHMENT A-1
AGENCY SPECIFIC TERMS AND CONDITIONS

- A. Notice.** For purposes of notice as contained in this State of New York Contract for Grants (Contract), Standard Terms and Conditions, Section I(G):
1. The **State's designee** shall be the STATE AGENCY identified on the Face Page. Document submission and inquiries should be directed to the designated STATE AGENCY representative.
 2. The **Contractor's designee** shall be the CONTRACTOR NAME at the CONTRACTOR PRIMARY MAILING ADDRESS, as identified on the Face Page.
- B. Payment** shall be made to the NYS Vendor ID Number at the CONTRACTOR PAYMENT ADDRESS identified on the Face Page.
- C. Changes to Budget and Program Work Plan.** Changes shall not be made in the work described in Attachment C (Work Plan) or the proposed expenditure of funds as shown in Attachment B (Budget), without the prior written approval of the State. Such approval will be granted if the changes are not substantive and do not alter the scope, intent or basic elements of the contract. Changes in the Work Plan or Budget that are substantive or alter the scope, intent or basic elements of the contract, if agreed to by the State, will be implemented by an amendment that may require approval and filing with the New York Attorney General Contract Approval Unit (AG) and the Office of the State Comptroller (OSC or State Comptroller), per Section I(D) of this Contract.
- D.** It is the Contractor's responsibility, pursuant to Sections 57 and 220 (8) of the Workers' Compensation Law, to maintain for State audit and review either proof that they have **Workers' Compensation and Disability Benefits Insurance** coverage for any employees, or proof of exemption from the New York State Workers' Compensation Board. The Contractor must also obtain from any contractor or subcontractor hired to provide a service pursuant to this Contract, similar proof or waivers from the contractor or subcontractor, and must maintain such documentation on file for audit.
- E. Non-Discrimination:**
1. If the project involves development or acquisition of public facilities, the Contractor shall not limit access or discriminate in the operation of the facilities on the basis of place of residence, race, creed, color, national origin, sex, age, disability or marital status.
 2. The Contractor agrees to comply with all applicable Federal, State, and local Civil Rights and Human Rights laws with reference to equal employment opportunities and the provisions of service.
- F. Termination.** In addition to the options available to the State in the Contract, in the event the Contractor fails to comply with its terms and conditions regarding completion of the project, the State at its option may require the Contractor to bring the project to a point of educational/interpretive, historical, recreational or conservation usefulness as determined by the State.
- G.** Documents submitted to the State may be subject to disclosure under the **Freedom of Information Law**.
- H. Non-Sectarian Purposes.** The Contractor agrees that funds made available as shown in Attachment B will only be used to achieve the intended public benefit and will not be used for any sectarian purposes.
- I. Archeology.** In the event of any unanticipated archeological discoveries, the Contractor shall stop all work and notify the State immediately. Work shall not resume until the State determines how any previously undiscovered archeological remains will be treated. Special attention shall be given to any discovery of burials, graves, or human remains.

J. Preservation of Historic Properties. It is the public policy and in the public interest of the State to preserve New York's historical, archeological, architectural and cultural heritage. All activities under this Contract shall be reviewed under either Section 106 of the National Historic Preservation Act or Section 14.09 of the New York State Parks, Recreation and Historic Preservation Law to ensure that adverse effects or impacts on significant properties are avoided or mitigated. Any work that affects historic properties shall conform to The Secretary of the Interior's Standards for the Treatment of Historic Properties 1995, The Secretary of the Interior's Standards and Guidelines for Archeological Documentation or any other applicable Secretary of the Interior's Standards (collectively referenced as STANDARDS), which are available from the State.

K. Post-Completion Requirements. Where the project involves acquisition of equipment or acquisition of or improvement of real property, the Contractor shall be responsible for maintaining and operating the equipment, property, and/or improvements; providing public access; maintaining public signage related to the project; and seeking any required State approvals. The State shall have the right and responsibility to inspect the project and property for compliance.

L. Construction Requirements. If the Project described in this Contract includes construction, the following shall apply:

1. Contract plans, specifications, and cost estimates shall be submitted to the State for review prior to the letting of any construction contract by the Contractor. The State shall verify that the plans, specifications and cost estimates are in conformance with the work described in Attachment B and shall so notify the Contractor in writing; the State shall further verify that appropriate documents have been prepared by a professional licensed to practice in the State of New York. All plans and specifications as reviewed shall become part of this Contract, and no change or revision may be made to such plans and specifications without the express written consent of the State.
2. The Contractor shall be responsible for assuring that the project is designed and constructed in conformance with the Uniform Federal Accessibility Standards (UFAS Appendix A to 41 CFR part 101 19.6), the Americans with Disabilities Act Accessibility Guidelines (ADAAG Appendix A to 28 CFR part 36) and the New York State Uniform Fire Prevention and Building (I) (Code (parts 1219 1228 of Title 19 NYCRR). Where there are discrepancies among the sets of standards with regard to a particular design/construction requirement, the one providing for the greatest degree of accommodation for the disabled shall apply.
3. It is the Contractor's responsibility to assure that all work on the project complies with the State Environmental Quality Review Act, receives all required permits in advance, and complies with all applicable Federal, State and/or local laws including, but not limited to, zoning ordinances and building codes.

M. At the discretion of the State, an **Agreed Upon Procedure Review** may be required of the grant performed by a representative of the STATE or a certified public accountant procured by the STATE or the CONTRACTOR currently licensed by the NYS Board of Public Accountancy, in accordance with attestation standards established by the American Institute of Certified Public Accountants and in accordance with Government Auditing Standards issued by the Comptroller General of the United States of America to the satisfaction of the STATE.

N. The State may make **periodic inspections** of the project both during its implementation and after its completion to assure compliance with this Contract. The Contractor shall allow the State unrestricted access to work during the preparation and progress of the work and provide for such access and inspection by the State in all construction contracts relating to the project.

O. Department of Labor Public Work Contractor Registry. Effective December 30, 2024, all contractors and subcontractors submitting bids or performing construction work on public work projects or private projects covered by Article 8 of the Labor Law are required to register with the

New York State Department of Labor under Labor Law Section 220-i. Private projects subject to Article 8 of the Labor Law include those covered by Labor Law Sections 224-a (public subsidy funded projects), 224-d (renewable energy systems), 224-e (broadband projects), 224-f (climate risk-related and energy transition projects, and roadway excavations). A Certificate of Registration with a unique registration number will be issued to the applicant electronically through the Contractor Registry portal. A digital copy of the certificate must be submitted with bid submission or bidder may be found to be non-responsive. Contractors are responsible for verifying that any subcontractors they work with are registered. Please refer to this website for information: <https://dol.ny.gov/contractor-and-subcontractor-landing>. The registration login page is found here: [Log In - Management System for Protecting Workers' Rights](#).

ATTACHMENT A-2
PROGRAM SPECIFIC TERMS AND CONDITIONS
ENVIRONMENTAL PROTECTION FUND

- A.** Funding for this project is provided pursuant to the terms of the Environmental Protection Act, Title 9 of Article 54 of the Environmental Conservation Law and governed by the Rules and Regulations set forth in 9 NYCRR Sections 439-443.
- B. Procurement:** All goods and services required for this project must be procured in a manner so as to assure the prudent and economical use of grant moneys, to facilitate the acquisition of goods and services of maximum quality at the lowest possible cost under the circumstances, and to guard against nepotism, favoritism, improvidence, extravagance, fraud and corruption.
1. If the Contractor is subject to General Municipal Law, documentation of the Contractor's compliance with the procurement and bidding requirements of General Municipal Law shall be included with the applicable request for reimbursement.
 2. If the total amount of the goods or services is less than the dollar threshold for competitive bidding, as outlined in section 103 of General Municipal Law, or if the Contractor is not subject to General Municipal Law, the Contractor must follow procurement procedures designed to achieve the purpose of this clause. Such procedures may include, but are not limited to, competitive bidding, the solicitation of three price quotes, written requests for proposals, etc. When submitting a request for reimbursement, the Contractor must include a copy of the organizational procurement policy applicable to the relevant expenditures and/or documentation of the specific procurement process used for those expenditures.
- C. Retroactive funding.** Notwithstanding the provisions of Section A (2) of the Attachment D: Payment and Reporting of this State of New York Contract for Grants ("Contract"), program regulations set forth in 9 NYCRR 440.5 (Project sponsor's match) permit retroactive reimbursement of certain expenses, when those expenses are included in the project Budget.
- D. Project Sign.** At the commencement of the work described in the Work Plan, the Contractor shall erect a sign at the project site noting the State's assistance to the project. The project sign specifications and term length for this requirement are set forth in Attachment E (Special Conditions and Requirements).
- E. Public Benefit Requirements.**
1. In order to ensure a public benefit accrues from an acquisition, development or construction project that is being funded the Contractor shall:
 - a. Afford the public reasonable access to or use of the project as specified by the State;
 - b. Include a provision that no rule or regulation of a municipality shall restrict the use of, or access to, a project by non-residents of the municipality;
 - c. Not impose a fee for use of or access to the project without the prior written approval of the State;
 - d. Own or hold by lease or maintain and operate the project as specified by the State;
 - e. Not allow operation of the project, or any portion thereof, by any other person, entity, or organization pursuant to any management agreement, license or other arrangement without first obtaining the written approval of the State;

- f. Not alter, demolish, sell, lease or otherwise convey the project, in whole or in part, or permit a change in use of the project, without the prior written approval of the State; and
 - g. Submit all plans in writing for restoration, rehabilitation, improvement, demolition or other physical change to the completed project for State approval before work commences.
2. Other public benefit requirements specific to this project, including the term length of any property restriction (e.g., preservation covenant or public access covenant) and the legal mechanism for enforcing the restriction as specified by the State are set forth in Attachment E (Special Conditions and Requirements).
 3. Parkland acquired or improved by a municipality shall not be sold, leased, exchanged or otherwise disposed of (collectively, “disposed of”) or converted to other than public park purposes without the express authority of an act of the Legislature, which shall provide for the substitution of other land of equal environmental value and fair market value and reasonably equivalent usefulness and location to those to be discontinued, sold or disposed of, and such other additional requirements as shall be required by the State.
 4. Land acquired for recreation or conservation purposes by a not-for-profit organization shall be subject to a conservation easement (see, Title 3 of Article 49 of the Environmental Conservation Law) to be held by the State. Parkland shall not be disposed of by the not-for-profit organization except to the State, a local government unit or another qualifying tax-exempt not-for-profit organization that shall be required to use it for recreation or conservation purposes. Disposal to any other entity of parkland acquired for recreation or conservation purposes by a not-for-profit corporation shall require the express authority of an act of the Legislature.

F. Planning Requirements.

1. All planning documents, plans and specifications must be accepted by the State before the Contractor awards contracts for the project or the subject property. These must be prepared by a qualified professional accepted by the State.
2. Any documents developed under this Contract shall include recognition of funding through the Environmental Protection Fund from the Office of Parks, Recreation and Historic Preservation.

- G.** In the case that this grant involves **State-owned land**, the grant recipient shall have in place a current, approved agreement with the agency of jurisdiction that specifies compliance for the elements funded with this grant as set forth in all Attachments included as part of this Contract.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrates its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give

something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State

of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently

and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall

apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New

York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify

the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic
Development
Division for Small Business and
Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic
Development
Division of Minority and Women's
Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
Email: [mailto:mwbebusinessdev@esd.
ny.gov](mailto:mailto:mwbebusinessdev@esd.ny.gov)
[https://ny.newnycontracts.
com/FrontEnd/
searchcertifieddirectory.asp](https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp)

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing,

paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012"

("Prohibited Entities List") posted at:
<https://ogs.ny.gov/iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency

shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

SECTION 00 1000

INSTRUCTIONS TO BIDDERS

This project is funded in part by a grant from the NYS Office of Parks, Recreation and Historic Preservation through Title 9 of the Environmental Protection Act of 1993.

All bidders are subject to the terms of the State of New York Contract for Grants – Standard Terms and Conditions, which can be found online at <https://grantsmanagement.ny.gov/state-agency-resources>

Upon selection, for all contracts that equal or exceed \$100,000, the contractor will be required to submit to the State a Vendor Responsibility Questionnaire: Construction – For-Profit. The questionnaire can be found online at http://www.osc.state.ny.us/vendrep/forms_vendor.htm

Contractors bidding on this project must provide a copy of the Certificate of Registration and Registration Number from the Contractor Registry portal.

This property has been determined to possess historic (e.g., architectural, engineering, artistic) significance and is listed in the National Register of Historic Places. The contractor shall recognize that all aspects of the property may potentially contribute to this significance and the contractor shall not judge the relative significance of any features nor the impact of any or all proposed work; this responsibility shall rest solely with the architect. Consequently, no deviations from the contract documents shall be performed and no features or materials shall be altered, removed, reused, or taken from the premises, without the written approval of the architect as being consistent with the requirements of the contract documents. All work shall be consistent with *The Secretary of the Interior's Standards for the Treatment of Historic Properties.*"

1. Notice to Bidders

One copy of the Form of Proposal must be completely filled out, executed and marked "Official Tender." The "Official Tender" copy must be submitted for bid. The second copy will be retained by the bidder. Each bidder shall fill out in ink (in both words and figures) in spaces provided, its unit price, add alternate price or lump sum bid, as appropriate for each item in the Proposal. If there is a discrepancy between the prices in words and figures, the prices in words shall govern. No bid will be considered for award which does not include prices for ALL BID FORM AND UNIT PRICE ITEMS.

2. Form of Submission of Proposals

Bid documents must be enclosed in a sealed, opaque envelope marked plainly as follows: **"Rye Town Park Bath House – Interior Renovation"**. Contractor's bid documents shall be sent to the attention of **Hope Vespia, Town Clerk, Town of Rye, 222 Grace Church Street, Port Chester, NY 10573** and posted or delivered so as to be received at the above address **not later than 11:00 AM on FRIDAY, AUGUST 29, 2025**. Bids will be publicly opened and read aloud at that time in the Supervisor's Office. The Form of Proposal provided in the Bid Book must be enclosed, fully completed along with Qualifications of Bidder, Bid Bonds, Primary Sub-contractor List, etc. Failure to provide all documents required for bid may result in the disqualification of the bidder.

3. Examination of Contract Documents and Site Conditions

Each bidder shall fully acquaint and familiarize himself with the contract documents and with all apparent field conditions as they exist and the character of the operations to be carried on under the proposed contract and make such investigations as the bidder sees fit to fully understand the facilities, difficulties and restrictions attending performance of the services required under this contract.

A PRE-BID INSPECTION for bidders will be held WEDNESDAY, JULY 16, 2025 at 10:00 AM. Meeting will convene at the North Tower Administration Building, Rye Town Park, 95 Dearborn Avenue, Rye, NY. Each bidder shall conduct an on-site inspection of the referenced project site PRIOR TO SUBMISSION OF A BID PROPOSAL. Bidders must satisfy themselves by personal examination of the location of the proposed work and of the actual conditions and requirements of the work and shall not, at any time after the submission of the Proposal, dispute or complain of such estimate or assert there was any misunderstanding in regard to the depth or the nature of the work to be done. The contractor is responsible to point out any/all ambiguities in the contract documents prior to contract signing in order to be considered. No consideration will be given for subsequent additional claims by the contractor of award after bidding with regard to apparent field conditions. The Bidder shall certify in writing on the Form of Proposal that he/she has carefully examined all existing conditions, the construction documents so as to become familiar with all aspects of the project, and that he/she fully understands all incidental work required under this bid.

Access to the building, if required, shall only be permitted by appointment. Appointments must be arranged by contacting Debbie Reisner in the Town Supervisor's office at (914) 939-3553 or dreisner@ryetownny.gov.

4. Contractor Qualifications

Each bidder must have a minimum of five (5) years of experience on similar projects. The bid proposals must be accompanied by a list of references which reflect similar experience, including three (3) projects of comparable nature. In addition to the above-specified information required to be submitted with the bid, the Town of Rye may request such other information as it deems necessary to provide either an approval or disapproval of the Bidder. The Town of Rye may make any investigation it deems necessary to assure itself of the ability of the Bidder to perform the work. The Town of Rye reserves the right to reject any or all proposals and to accept the Proposal it deems most advantageous to the Town of Rye, even though it may not be the lowest bid received.

5. Bid Bond

Bids shall be made on the Proposal forms furnished with the Specifications, and must be accompanied by a Bid Bond issued by a surety company acceptable to the Town of Rye in the amount of ten percent (10%) of the amount of the bid, payable to Town of Rye. **Certified checks in the amount of ten percent (10%) of the bid will be accepted in lieu of a bid bond.** In default of such execution and delivery of Contract and Bonds, the bid bond shall be forfeited and retained by the Town of Rye as liquidated damage sustained by the Town of Rye as a result of the failure, negligence, or refusal of the awarded bidder to execute and deliver the contract. Unsuccessful bidders shall have the bid bond returned to them no later than 60 days after the bid opening.

6. Payment and Performance Bonds

The successful bidder shall within five (5) days of award of the contract, deliver to the Town Supervisor's Office, 222 Grace Church Street, Port Chester, NY an executed performance bond for 100% of the accepted bid as surety for the faithful performance of the contract and an executed payment bond for 100% of the accepted bid as surety for the payment of all persons performing labor and furnishing materials in connection therewith. The Town of Rye reserves the right to modify the terms of this Section at its own discretion.

7. Receipt and Modification of Proposals

The Town Clerk will decide when the bid due date has arrived, and no proposals received thereafter will be considered. Unless specifically authorized, telegraphic or other electronic proposals will not be considered.

8. Withdrawal of Proposals

Proposals may be withdrawn on written or telegraphic request dispatched by the bidder in time for delivery in the normal course of business prior to the bid due date, provided that telegraphic withdrawal is confirmed in writing over the signature of the bidder by certified or registered letter bearing a post office time stamp evidencing mailing prior to the bid due date. Negligence on the part of the bidder in preparing the Proposal confers no rights for the withdrawal of the Proposal after the bid due date. No proposal may be withdrawn within a period of forty-five (45) days after the bid due date.

9. Questions Regarding Contract Documents

In general, no answer will be given in reply to an oral question, or if the question involves an interpretation of the intent or meaning of the plans or contract documents or the equality of use of products or methods other than those definitely designated or described in the specifications. All information given to the bidders other than by means of the plans or contract documents or by Addenda as described below, is given informally and shall not be used as the basis of a claim against The Town of Rye or the Architect.

To receive consideration, such questions shall be submitted **via email** to the Architect **no later than 4:00 PM, Friday, August 22, 2025**. Contact information is as follows: email to gary@arconics.net.

The Architect will respond to Requests for Information (RFIs) and arrange as Addenda, if necessary, which shall become part of the contract, all pertinent questions received as above, provided with the decision regarding each. At least three (3) calendar days prior to the receipt of bids, the Architect will send a copy of these Addenda to each of those who have taken out the contract documents. No questions will be responded to after time indicated above.

10. Contingency Allowance

Each Contractor shall include in the base bid a contingency allowance as noted on the Bid Form. Said contingency allowance shall be used for payment of unit price additions that are noted in the accepted contract. In addition, said contingency allowance shall also be used for

payment of Owner-required testing and/or incidental changes to scope of work noted in contract documents, all at the direction of the Architect. The unused balance of said contingency allowance shall be credited to the Owner in final payment requisition.

11. Time for Completion

It is the intent of the Town of Rye to complete the works under its charge in the shortest time consistent with good construction and based upon complete and well-designed construction plan and effective organization. The attention of prospective bidders is especially directed to the contract requirements as to the time of beginning work, the rate of progress and the time allowed for constructing and completing the work, as set forth elsewhere in this contract. The work on the project(s) as outlined shall be completed within a period of five (5) months to Substantial Completion, from the date of contract signing, with thirty (30) additional days for Final Completion.

12. Proceed Orders

No bidder is to proceed without an Order to Proceed as set out in the contract.

13. Permitted Work Hours

Work shall be permitted from 8:00 AM till 6:00 PM, Monday through Friday. Permitted work hours noted are as established by the City of Rye and are subject to change. Contractor is responsible to confirm this information. Weekend work shall only be permitted with prior Rye Town approval.

END OF SECTION

SECTION 00 2113

BIDDING REQUIREMENTS

SECTION 1 - DEFINITIONS

Whenever used in this Contract:

- A. The term "Owner" means Town of Rye or its duly authorized representatives.
- B. The term "Contract" or "Contract Documents" means and includes:
 - 1. Instructions to Bidders
 - 2. General Conditions
 - 3. Form of Proposal
 - 4. General Requirements
 - 5. Specifications and Bid Documents
 - 6. Plans and/or drawings (as listed in Specifications)
 - 7. Amendments and/or addenda to any of the foregoing
- C. The term "Work" means the work and materials specified and the obligations imposed upon the Contractor under this Contract.
- D. The term "Contractor" shall mean the person, firm or corporation to whom the Contract is awarded; including his subcontractors who shall be subject to the approval of the Owner.
- E. The term "Inspector" means any representative of the Owner designated to act as an Inspector by the Owner and acting within the scope of the powers and duties vested in the Inspector.
- F. Where the term "construction" is used it shall also pertain to demolition.

SECTION 2 – INTERPRETATIONS AND ADDENDA

- A. No interpretation given as to the meaning of any of the Contract Documents, whether such interpretation be oral or written, whether given to one bidder or to a group of bidders, whether made on the initiative of the Architect or at the request of one or more bidders, shall be binding in any way or effective to modify any of the provisions of the Contract Documents, unless and until such interpretation is issued in writing by the Owner to all bidders and is expressly denominated as an amendment or addendum to the Contract. Every request for an interpretation (RFI) shall be made in writing and addressed and forwarded to the Architect at its office address stated in the instructions to bidders. **No inquiry received after 4:00 PM on Friday, August 22, 2025 will be given consideration.** The Owner may issue such amendment or addenda to the Contract Documents as it deems advisable. Each amendment or addendum will be sent as promptly as is practicable to all persons to whom the Contract Documents have been issued. All such amendments or addenda shall upon issuance be deemed and become a part of the Contract Documents. It shall be the duty of the bidder to make certain that he has received or has provided himself with copies of all amendments or addenda that have been issued, and Proposals shall be conclusively presumed to be based upon all the

amendments or addenda issued up to the bid due date, regardless of whether a copy of each amendment or addendum is actually in the possession of the bidder.

- B. The date and time set forth in the Instructions to Bidders for the receipt of bids for any extension or adjournment of said date and time by the Inspector is defined as the bid due date. The rights and obligations of the bidders pursuant to the pertinent provisions in the Instructions of Bidders shall be effective as of that date and time only.

SECTION 3 – OPENING OF PROPOSALS

Proposals received prior to the time of physical opening of the proposals will be securely kept unopened. The Town Clerk, whose duty it is to open them, will open the bids at the address and time as specified in "Section 2" of Instructions to Bidders entitled "Form of Submission of Proposals" on page #1. No responsibility will attach to the Town of Rye or the Architect for any delays in the physical opening of the proposals.

SECTION 4 – AWARD OF CONTRACT

A. PROCEDURE

1. The contract will be awarded to the lowest acceptable responsible bidder complying with the provisions of the Contract Documents. The Owner, however, reserves the right to reject any or all proposals or any portion of the proposals or to waive any information in the proposals, or to award the contract to other than the low bidder, if, in its judgment, the best interests of the Owner will be served. The Owner reserves the discretionary right to reject any or all proposals within sixty (60) days of bid opening, if in its opinion the best interest of the Owner will thereby be promoted, and to advertise for new proposals.
2. Acceptance of the Proposal and award of the Contract will be by delivery to the Contractor of a duplicate original of the Contract signed by the Owner.
3. The Contractor shall not assign the Contract or sublet it as a whole or in part without the written consent of the Owner.
4. The bidder to whom a Contract is awarded shall sign the Contract for the work and furnish the approved security and insurance certificates required within five (5) days after the date of notification.

B. NON-COLLUSIVE BIDDING CERTIFICATION

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

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

- (iii) 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.
- 2. A bid shall not be considered for award nor shall any award be made where (i) (ii) and (iii) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (i) (ii) and (iii) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the owner to which the bid is made determines that such disclosure was not made for the purpose of restricting competition.
- 3. The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed pending publication of new or revised price lists of such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph 1 of this certification.
- 4. By submission of this bid, each bidder and each person signing on behalf of any bidder further certifies, and in case of a joint bid, each party thereto further certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief, the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition.

SECTION 5 – UNIT PRICES

In accepting the proposal, the Owner may reject any or all unit prices quoted. All unit prices accepted by the Owner shall remain binding and irrevocable for the entire period of the Contract for additional and countermanded work.

Such accepted unit prices shall be the sum total compensation for such extra work, and the Contractor shall not be entitled to any additional compensation as an allowance for overhead and profit or for any other reason.

SECTION 6 – PERMITS AND FILING FEES

The bidder is responsible for obtaining any / all permits, licenses, fees, and other filings necessary by any required governmental authority having jurisdiction and/or utility approval for all other work set forth in this contract. There is no building permit fee.

SECTION 7 – CHANGE ORDER

Any changes to the contract, including but not limited to adjustments in cost, extensions of time, changes in the work or additional work, must be authorized in a change order issued to the Owner. Contractor claims for change orders must be fully resolved in the payment requisition period they are identified within. No claims for extra work will be

processed for payment if work has been initiated prior to acceptance agreement on scope and cost.

SECTION 8 – APPROVED EQUALS

All bidders must submit their bid(s) as specified. Approved equals will only be considered AFTER BIDDER DEMONSTRATES product conforms to design intent and meets all applicable standards. It is the responsibility of the Contractor to demonstrate if substituted materials are equal by submitting manufacturer's specification and performance cut sheets for both the specified item and Contractor's "equal" for Architect's decision. Contractor may need to submit additional information as required. The Contractor will be back-charged for Architect's review of "Equals" if, in the opinion of the Architect, they are determined not to be equal products. Any claim for additional time to the contract for Architect's review of "Equals" deemed not equal will not be entertained.

SECTION 9 – ORDER TO PROCEED

Upon execution and delivery of the Contract, required bonds and insurance certificates and policies by the Contractor, the Owner will issue an Order to Proceed in writing, which will set forth the date upon which work is to commence.

SECTION 10 - PAYMENTS

- A. Partial payments will be made periodically upon submission by the Contractor of proper vouchers (AIA: G702) for all materials delivered and/or for all work performed during the previous period. In making such partial payments, the Owner shall retain five percent (5%) of each voucher until the Contract is completed and all work accepted.
- B. Final payment to the Contractor shall not become due until the Contractor has completed to the satisfaction of the Owner, all of the work required by the Contract, and until the Contractor shall have delivered to the Owner all releases by the Contractor, his subcontractors or other persons from claims and demands of any nature whatsoever arising out of the Contract as may be required, and in the form required by the Owner, and until the Owner has issued its Final Certificate of Completion which shall state the amount due to the Contractor. Payment will be made to the Contractor within thirty (30) days from such date of the Final Certificate of Completion
- C. All payments, both partial and final, are subject to the prior approval of the Architect.

SECTION 11 – GUARANTEES

The Contractor hereby agrees that all materials and workmanship furnished under the Contract are perfect and in strict accordance with the Contract and will so remain for a period of one year from the date of Final Certificate of Completion, or for the period set forth in the specifications during which time the Contractor shall replace any defective material or workmanship without cost to the Owner.

SECTION 12 - INDEMNIFICATION

- A. To the fullest extent permitted by law, Contractor shall indemnify, defend, protect, and hold harmless Owner, the Additional Insured, and the Architect (excluding with respect to the Architect, claims arising out of (i) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (ii) the giving of or the failure to give directions or instructions by the Architect, its agents or employees, provided such giving or failure to give is the primary cause of the injury or damage), their respective partners, members, officers, directors, shareholders, representatives, agents, employees, and anyone else acting for or on behalf of any of them (herein individually called "Indemnatee" and collectively called "Indemnitees") from and against all liabilities, damages, losses, claims, demands, lawsuits, proceedings, arbitrations, and actions of any nature whatsoever, except to the extent caused by the sole negligence of the Indemnatee(s), which arise out of or are connected with, or are claimed to arise out of or be connected with:
- (1) The performance of Work or any act or omission of Contractor, its Subcontractors, suppliers or materialmen or anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable;
 - (2) Any accident or occurrence which happens, or is alleged to have happened, in or about the place where such Work is being performed or in the vicinity thereof (a) while Contractor is performing the Work, either directly or indirectly through a Subcontractor, supply or material agreement, or (b) while any of Contractor's property, equipment or personnel are in or about such place or the vicinity thereof by reason of or as a result of the performance of the Work;
 - (3) The use, misuse, erection, maintenance, operation or failure of any machinery or equipment (including, but not limited to, scaffolds, derricks, ladders, hoists, rigging supports, etc.) whether or not such machinery or equipment was furnished, rented or loaned by Owner or their officers, employees, agents, servants or others, to Contractor;
 - (4) Mechanics' and materialmen's liens and any other liens of any kind whatsoever asserted against the Project, existing improvements on the Site, or any part thereof arising out of the Work performed hereunder; or
 - (5) Failure of Contractor or those acting under him to conduct the Work in accordance with the laws, statutes, ordinances, and regulations of any governmental authority; (collectively "Claims").
- B. Contractor expressly understands and agrees that any performance bond or insurance protection required by the Contract Documents, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, save, and hold harmless and defend the Indemnitees as herein provided.
- C. The indemnification provisions contained herein shall be included in each of Contractor's Subcontracts and shall be in favor of the Indemnitees and Contractor.
- D. If any Claim has not been settled or discharged when the Work is finished, and such claim is not covered by insurance or the carrier accepts it under a reservation of

rights, Owner may withhold an amount equal to 110% of the outstanding Claim until it is paid or settled or Contractor provides a bond acceptable to Owner to satisfy such Claim.

- E. In the event Contractor, any Subcontractor, Sub-subcontractor, supplier or materialman makes, records or files a mechanic's lien, materialmen's lien or any other lien or Claim of any kind whatsoever, asserted against the Project, existing improvements on the Site, or any part thereof arising out of the Work performed hereunder, Contractor shall immediately, and at its expense, procure, furnish, and record appropriate statutory release bonds, which will extinguish and/or expunge said lien or Claim.
- F. The provisions contained herein shall in no way be deemed released, waived, or modified in any respect by reason of any insurance or bond provided by Contractor pursuant to the Contract Documents. Owner shall have the right to retain out of any payment due or thereafter to become due to Contractor one hundred fifty percent (150%) of the amount of any liens arising out of the Work, which liens have not been removed or bonded off, to indemnify Owner against the cost of such liens that may appear at any time in favor of any person claiming by, through or under Contractor, which amount shall include, without limitation, attorneys' fees and costs relating to defending any Claim in connections therewith or deposits which need to be made to have such lien released against the Project.
- G. In the event that Contractor is requested but refuses to honor its indemnity obligations hereunder, then Contractor shall, in addition to its other obligations, pay the cost of bringing any action to enforce Contractor's indemnity obligations, including, without limitation, attorneys' and consultants' fees, expenses, and court costs, to the party requesting indemnity.
- H. In addition to all the foregoing requirements in Section 12, the Contractor's execution of the "Hold Harmless Agreement" in Section 004402 is required. Where the requirements may conflict the more stringent shall apply.

SECTION 13 - INSURANCE

- A. The Bidder shall secure and maintain such insurance from an insurance company authorized to write casualty insurance in the State, as will protect himself, his sub-bidders, the Town of Rye (Town), from claims for bodily injury, death or property damage which may arise from operations under this contract. The Bidder shall not commence work under this contract until he has obtained all insurance required under this section and until he shall have filed the Certificate of Insurance or the certified copy of the insurance policy with the Town of Rye. Each insurance policy shall contain a clause providing that it shall not be canceled by the insurance company without ten (10) days written notice to the Town of Rye of intention to cancel. The Bidder shall, at his expense, deliver to the Town an Insurance policy, for the minimum amounts listed below, wherein the Town is named as Additional Insured, insuring the Town against its or any contingent liability under the contract. Such policy is to be approved by the Town Attorney.
 - 1. Workmen's Compensation and Employers' Liability Insurance shall be secured and maintained as required by New York State.

2. Public Liability, Bodily Injury, and Property Damage:
 - a. Injury or death of one person \$1,000,000
 - b. Injury to more than one person in a single accident \$2,000,000
 - c. Property Damage \$1,000,000
3. Automobile and Truck Public Liability, Bodily Injury and Property Damage:
 - a. Injury or Death of one person \$1,000,000
 - b. Injury to more than one person in a single Accident \$2,000,000
 - c. Property Damage \$1,000,000

- B. The Bidder must submit a current Certificate of Insurance to the Town of Rye Supervisor's office prior to beginning any work under this contract. Said Certificate must show the Town of Rye, Gary Gianfrancesco, and Arconics Architecture, P.C. as ADDITIONAL INSURED. Town of Rye must be shown as CERTIFICATE HOLDER and shall read as: Town of Rye, 222 Grace Church Street, Port Chester, New York 10573
- C. **PROOF OF WORKERS' COMPENSATION AND DISABILITY COVERAGE:**
 Before any work can begin under this contract, you must submit proof of workers' compensation and disability coverage in the form and limits required by New York State Law. Proof of coverage may be evidenced by inclusion on your Certificate of Insurance, by submitting your State Insurance Fund Certificate. If you are not required to carry workers' compensation and disability coverage under the laws of New York State, you must, upon contract award and before any work begins, submit a completed form c-105.21 which has been certified by the State of New York workers' compensation board.

SECTION 14 - DEFAULT

In the case of default by the Contractor, the Owner may adopt all subcontracts (made by such contractors and all such subcontractors shall be bound by such adoption if made), and the Owner may relet, with or without public advertisement, the work specified in this contract, exclusive of so much thereof shall be provided in any subcontracts so adopted.

SECTION 15 - SUMMARY

Any of the forgoing requirements in Section "00 1000, Instruction to Bidders", and Section "00 2113, Bidding Requirements", may be more explicitly described elsewhere in this document and if in conflict, the more stringent requirement shall prevail.

END OF SECTION

SECTION 00 4100
BID FORM
RYE TOWN PARK BATH HOUSE – INTERIOR RENOVATION

Date _____

Gary Zuckerman, Supervisor
Town of Rye
222 Grace Church Street
Port Chester, NY 10573

Dear Mr. Zuckerman:

The undersigned having visited the site of the above project and having familiarized himself with all the local conditions affecting the cost of the work and with the contract documents including the Amendments and Addenda No. _____,

(insert "None" or Addenda No.)

hereby proposes to furnish all labor, materials, tools, equipment, insurance and to pay all applicable taxes, and to do and perform all things as provided in the specifications, all in accordance with the contract documents. The base bid shall include all work depicted and implied on the plans in accordance with the specifications. The specific amounts of work graphically indicated and/or described shall be included in the base bid. **Bids must be broken out by category, including unit pricing, as indicated on Pages 2 through 5 of Bid Form to be considered. A complete proposal shall include:**

- A. The Bid Forms as provided in the Bid Documents (Section 00 4100). All pages of the bid forms are to be fully completed, signed, dated, sealed, and notarized where indicated.
- B. Statement of Bidder's Qualifications (Section 00 4400) must be fully completed, signed, dated, and notarized where indicated.
- C. Bid Bond or certified check as specified in Section 01 3000.

The base bid shall include 350SF of flash patching as specified.

The General Contractor's base bid* for all labor, materials, and insurance for Interior Renovation is

_____ dollars (\$ _____)

Alternate #1 – High Efficiency Heat Pump providing heating and cooling
to core space, single zone **ADD / DEDUCT** *(circle one)* \$ _____

Unit Prices shall be noted for additional work or work countermanded and shall become a part of this proposal.
Base bid and unit prices are to remain fixed for three (3) months from date of acceptance.

Very truly yours,

(Bidder) _____

By: _____ (address of bidder)

By: _____ (Title)
(Seal, if Corporation)

(If Corporation - Name and Office Held)

The Contractor by submission of this bid agrees to commence work within two weeks of the award of contract, or another mutually agreed upon date at the discretion of the Owner.

BID FORM**Rye Town Park Bath House - Interior Renovation**

	DESCRIPTION*	PRICE
	Bonds and Insurance	
	Site Preparation and Mobilization	
	Abatement	
	Demolition and Rubbish Removal	
	Rough Carpentry and Framing	
	Insulation – BATT	
	Insulation – Spray	
	Ceramic Tile	
	Acoustic Ceiling and Grid	
	Steel Doors and Frames	
	Fire Extinguishers and Cabinets	
	Door Hardware	
	Drywall / Taping	
	Painting – Interior	
	Painting – Exterior	
	Toilet Partitions	
	Toilet Accessories	
	Exterior Building Signage	
	Interior Signage	
	Plumbing – Waste and Piping	
	Plumbing Fixtures	
	Air Conditioning and Heating – Base Bid	
	Ventilation – Ducts and Exhaust Fans	
	Electrical Power and Wiring	
	Light Fixtures	
	Smoke and Fire Alarm	
	Gas Piping	
	Cabinets and Counter	
	Exit and Emergency Lights	
	Resinous Flooring	
	Emergency Call System	
	Overhead Rolling Doors	
	Security Gates	
	Miscellaneous Labor and Materials	

	Unit Price Allowance	\$15,000.00
	General Conditions	
	Overhead and Profit	
	TOTAL	

***Contractor may add any line item and associated costs deemed appropriate.**

Signature

Date

UNIT PRICE SCHEDULE

The Contractor agrees to accept an increase or decrease in the contract amount based on quantity differences multiplied by the applicable "Unit Price" for changes in the quantities of materials indicated and earthwork. The quantity differences shall be based on the differences between information contained in the Contract Documents and actual conditions uncovered at the site. The unit prices for rock excavation shall be considered to represent the difference in cost of excavating rock in lieu of earth and no deductions for unexcavated earth will be made. Unit prices noted shall be the sum total compensation for extra work inclusive of Overhead and Profit.

	<u>UNIT PRICES</u> <u>Add or Deduct</u>		
Item No.	Description	Pay Unit	Unit Price
No. 1	Flash Patching of Floors up to ½" thick utilizing UMACO – Feather Edge	Per SF	\$_____
No. 2	Patching and Taping of Drywall Walls or Ceilings	Per SF	\$_____
No. 3	New 2' x 2' Ceiling Grid and Tile, as specified, installed	Per SF	\$_____
No. 4	New Wood Stud (up to 6" thick) and Gypsum Wallboard Partition to Structure Above with Sound Attenuation Batts	Per LF	\$_____
No. 5	New Steel Door, Frame, and Hardware, installed	Each	\$_____
No. 6	Vinyl Sheet Flooring, as specified, installed	Per SY	\$_____
No. 7	Vinyl Base, installed	Per LF	\$_____
No. 8	Ceramic Tile, installed	Per SF	\$_____
No. 9	Core Drilling: 6" – 12" Depth up to 3" Diameter	Each	\$_____
No. 10	Core Drilling: 6" – 12" Depth up to 6" Diameter	Each	\$_____
No. 11	Fire Caulk Armor Cable through Wall/Floor	Each	\$_____
No. 12	Fire Caulk Conduits/Pipe up to 6" through Wall/Floor	Each	\$_____
No. 13	Fire Stopping Ducts through Wall/Floor	Each	\$_____
No. 14	Fixture Type F1 – 2' x 2' LED Troffer - LSI Lighting - #LPEC22-LED-32L-UNV-DIM1-30K	Each	\$_____
No. 15	Fixture Type F2 – 2' x 4' LED Troffer - LSI Lighting - #LPEC24-LED-40L-UNV-DIM1-30K	Each	\$_____

No. 16	Fixture Type F3 – Interior Wall Sconce – Baselite - #W507-44 (White)-WM26-12W-3K- 0-10/120V	Each	\$ _____
No. 17	Fixture Type F4 - Exterior Wall Sconce – Lucifer Lighting #CW2-UD-2-WH-90CI0A-27- 40-CA2	Each	\$ _____
No. 18	Fixture Type F5 – Exterior Surface Mounted Fixture – RAB Lighting #SLIMI7FA-FC-40W- 3000W-White-120V	Each	\$ _____
No. 19	Fixture Type F6 – 1' x 4' Surface Mounted Fixture – Kenall Lighting #MLHA12-48-F- MW-PP-1-45L35K-DCC-1-DV-*SP	Each	\$ _____
No. 20	Fixture Type F7 – Linear Closet Fixture – LSI Lighting #MLS4-LED-20L-CSM-UNV-40K	Each	\$ _____
No. 21	Fixture Type F9 – Bathroom Linear Surface Fixture – Coronet #LS3-Length-30K-LOW- UNV-DB-W-SM-POL	Each	\$ _____
No. 22	Fixture Type F10 – Service Light – LSI Lighting #VW42L M6	Each	\$ _____
No. 23	Fixture Exit/EM 1 – Exit/EM Sign for Office Spaces – Kenall Lighting #METEC-24N-MW- R-4-6.5L-120	Each	\$ _____
No. 24	Fixture Exit/EM 2 – Exit/EM Sign for Bathroom Spaces – Dual Lite #EVC-U-R-W	Each	\$ _____
No. 25	Fixture Type EM1 – EM Sign for Office Spaces – Kenall Lighting #METELHC-24N-MW-2- 6.5L-120	Each	\$ _____
No. 26	Fixture Type EM2 – EM Sign for Bathroom Spaces – Dual Lite #EV-4-D-1-02WAL-VRS3	Each	\$ _____
No. 27	Fixture Type REM – Remote EM Head Powered from EM2 – Dual Lite #EVO-S-W	Each	\$ _____
No. 28	Duplex Outlet – supply and installed	Each	\$ _____
No. 29	Duplex Dedicated Outlet (20 Amp) – supply and installed	Each	\$ _____
No. 30	Fire Alarm Pull Station – supply and installed	Each	\$ _____
No. 31	Smoke and Fire Alarm Heads – supply and installed	Each	\$ _____
No. 32	GFI Outlet - Interior – supply and installed	Each	\$ _____
No. 33	GFI Outlet - Exterior – supply and installed	Each	\$ _____

No. 34	Telephone and Data Outlet – supply and installed	Each	\$_____
No. 35	Abatement of Asbestos Pipe Insulation (friable)	Per SF	\$_____
No. 36	Abatement of Asbestos (non-friable)	Per SF	\$_____
No. 37	Removal of Plaster and Lathe, Lead-Paint Containing	Per SF	\$_____
No. 38	Contractor's H&P to be added to direct cost of any Change Order	Per CO	_____%

Signature _____

Date _____

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of _____)

:SS:

County of _____)

On this _____ day of _____, 20_____

before me personally came _____

to me known, who, being by me duly sworn, did depose and say that

he resides at _____,

that he is the _____ of

_____ the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name there to by like order.

(Notary Public)

If oath is taken outside of New York State, an official certification as to the authority of the officer administering the oath must be attached.)

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP

State of _____)

:SS:

County of _____)

On this _____ day of _____, 20_____

before me personally appeared _____

to me known and known to me to be one of the members of the firm

of _____

who executed the foregoing instrument and he acknowledged to me that he executed the same as and for the act of said firm.

(Notary Public)

If oath is taken outside of New York State, an official certification as to the authority of the officer administering the oath must be attached.)

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of _____

:SS:

County of _____

On this _____ day of _____, 20____
before me personally appeared _____ to me known and known to me to be the
person described in and who executed the foregoing instrument and acknowledged that he executed the same.

(Notary Public)

If oath is taken outside of New York State, an official certification as to the authority of the officer administering the oath must be attached.)

(If bidder is a firm, state here the name and residence of each member thereof)

Name of Partners

Residence Address

(If bidder is a corporation, state here the title, name and residence address of each officer.

Title

Name

Residence Address

Organized under the Laws of the State of _____

Date _____

If a foreign corporation, date of filing with New York Secretary of State.

Date _____

ACCEPTANCE

The foregoing Proposal of _____
(Name of Contractor)

dated _____ in the amount of _____
_____ Dollars (_____)

is hereby accepted as of _____
(Date)

Unit Prices are _____
as submitted in the form of Proposal (see attached). If none are required fill in as such.

By: _____
For the Town of Rye

Attest: _____

Order to Proceed

The Proceed date is established as of _____

Dated : _____

By: _____
For the Town of Rye

SECTION 00 4400

QUALIFICATIONS OF BIDDERS

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

- A. A description of experience with a minimum of three (3) projects of comparative size, complexity, equipment, and cost, together with documentary evidence showing that said projects were completed to the Owner's satisfaction and were completed in a timely fashion;
 - 1. Documentation from representative projects the bidder has performed in the last three (3) years concerning the bidder's:
 - a. timeliness of performance of the work of the project
 - b. evidence that the project was completed to the Owner's satisfaction;
 - c. whether or not any extensions of time were requested by the contractor and whether or not such requests were granted;
 - d. whether litigation and/or arbitration was commenced by either the Owner or the bidder as a result of the work of the project performed by the bidder;
 - e. whether any liens were filed on the project by subcontractors or material suppliers of the bidder;
 - 2. Documentation evidencing the bidder's existence under the same name for the last three (3) years.
- B. Confirmation that the Contractor and/or any of its subcontractors associated with or participating on this project have not been debarred or suspended or otherwise excluded from or found ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension".

STATEMENT OF BIDDER'S QUALIFICATIONS

1. Name of Bidder

2. Type of Business Entity

3. If the bidder is a corporation, state the date and place of incorporation of the corporation.

4. For how many years has the bidder done business under its present name?

5. List the persons who are directors, officers, owners, managerial employees or partners in the bidder's business.

6. During the three year period preceding the submission of this bid, has the bidder been found guilty of any OSHA Violations? If the answer to this question is yes, describe the nature of the OSHA violation, an explanation of remediation or other steps taken regarding such violation(s).

7. Has the bidder ever been terminated from a Project by the Owner? If the answer to this question is yes, list the projects on which the bidder was terminated, the nature of the termination (convenience, suspension, for cause), and the date of said termination.

8. Has the bidder's surety ever been contacted to provide supervisory services in connection with an on-going project. If the answer to this question is yes, list the project for which the surety provided supervisory services.

Dated: _____ By: _____

(Signature)

(Print Name and Title)

Sworn to before me this

day of _____, 20.

Notary Public

IRAN DIVESTMENT ACT – CERTIFICATION

Pursuant to New York State Finance Law Code Section 165-a, Iran Divestment Act of 2012, the Office of General Services is required to post on its web site <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> a list of persons who have been determined to engage in investment activities in Iran (“the List”), as defined in that Act. Under Public Authorities Law Cod Section 2879-c, Iranian Energy Sector Divestment, the Authority, may not enter into or award a Contract unless it obtains a certification from a Bidder, who shall check the box and make the certification in Subparagraph a, below, that they are not on the List. If that certification cannot be made, the Authority may consider entering into a Contract, on a case by case basis if the Bidder checks the box and makes the certification in Subparagraph b, below, that their Iran investment is ceasing.

For purposes of this provision, a person engages in investment activities in Iran if: (A) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or (B) the person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran.

The Certification is as follows:

- O **a. Certification that the Bidder is not on the List:** Each person, where person means natural person, corporation, company, limited liability company, business association, partnership society, trust, or any other nongovernmental entity, organization , or group, and each person signing on behalf f any other party, certifies, and in the case of a joint bid or proposal or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law, or,

- O **b. Certification that the Bidder’s investment in Iran is ceasing:** The person cannot make the certification in Subparagraph a, above, but asks the Authority to consider them for award of the Contract by certifying, under penalty of perjury, that the person’s investment activities in Iran were made before April 12, 2012; the person’s investment activities in Iran have not been expanded or renewed after April 12, 2012; and the person had adopted, publicized and is implementing a formal plan to cease its investment activities in Iran and to refrain from engaging in any new investments in Iran.

Signature/Date

Print Name and Position

TITLE VI – CIVIL RIGHTS ACT OF 1964

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

Signature/Date

Print Name and Position

SEXUAL HARASSMENT:
WRITTEN POLICY & TRAINING

AFFIDAVIT

_____, hereby states, under the penalty of perjury

[PRINT NAME & TITLE]

that the following statement is true in every respect:

“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 the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the New York State labor law.”

Signature

Date

Sworn to before me this

day of _____, 20.

Notary Public

NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY
SECTION 139-D OF THE STATE FINANCE LAW

SECTION 139-D, Statement of Non-Collusion in bids to the State:

BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

[2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

[3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WHERE [1], [2], [3] ABOVE HAVE NOT BEEN COMPLIED WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR
STATEMENT.]

Subscribed to under penalty of perjury under the laws of the State of New York, this _____ day of _____, 20____ as the act and deed of said corporation or partnership.

IF BIDDER(S) (ARE) A PARTNERSHIP, COMPLETE THE FOLLOWING:

NAMES OF PARTNERS OR PRINCIPALS

LEGAL RESIDENCE

IF BIDDER(S) (ARE) A CORPORATION, COMPLETE THE FOLLOWING:

NAME

LEGAL RESIDENCE

President:

Secretary:

Treasurer:

President:

Secretary:

Treasurer:

Exhibit 1 Non-Collusive Bidding Certification-3

Identifying Data

Potential Contractor_____

Address_____

Street

City, Town, etc.

Telephone_____

Title_____

If applicable, Responsible Corporate Officer

Name_____

Title_____

Signature_____

Joint or combined bids by companies or firms must be certified on behalf of each participant.

Legal name of person, firm or corporation

Legal name of person, firm or corporation

By_____

Name

Name

Title

Title

Address_____

Street

Address_____

Street

City

State

City

State

**New York State Department of Labor
Contractor Registration Requirement for Bidding on Public Works Contracts**

Labor Law Section 220-i(6) prohibits contractors from bidding on public work and subcontractors from commencing work unless the contractor or subcontractor is registered with NYSDOL. Labor Law Section 220-i requires contractors and sub-contractors to submit their Certificate of Registration with their bid materials. NYSDOL.

Contractors are required to provide proof of registration (**attach copy**) as required by Labor Law Section 220-i as a minimum qualification and that failure to provide proof **AT BID SUBMISSION** of registration will disqualify you from bidding.

In submitting this bid, and attaching the required registration for the Contractor and Subcontractor, you are attesting to being a properly registered entity through the New York State Department of Labor Section 220-i

Contractor Certificate of Registration Provided: Yes_____ No_____

Sub Contractor Certificate of Registration Provided: Yes_____ No_____

Official Use Only

Contractor Registration received at time of Bid Yes_____ No_____

Sub Contractor Registration received at time of Bid Yes_____ No_____

Information Verified Yes_____ No_____ By:_____

Recommend Award Yes_____ No_____ By:_____

Date:_____

SECTION 00 4402

HOLD HARMLESS AGREEMENT

_____ herein the "CONTRACTOR" assumes responsibility for any and all injury to or death of any and all persons, all injury to or death of any and all persons, including the CONTRACTOR'S agents, servants and employees, and in addition thereto, for any and all damages to property caused by or resulting from or arising out of any act or omission in connection with this contract or the prosecution of work hereunder, whether caused by the CONTRACTOR or the CONTRACTOR'S agents, servants or employees, or the CONTRACTOR'S subcontractors or suppliers, and the CONTRACTOR shall indemnify and hold harmless the Owner, The Town of Rye, and the architect – Gary Gianfrancesco and Arconics Architecture, P.C., their employees and consultants from and against any and all loss and/or expense which they or either of them may suffer or pay as a result of claims or suits due to, because of or arising out of any and all such injuries, deaths and/or damage. The CONTRACTOR if requested, shall assume and defend at the CONTRACTOR'S own expense, any suit, action or other legal proceedings arising therefrom, and the CONTRACTOR hereby agrees to satisfy, pay and cause to be discharged of record any judgment which may be rendered against the owner or architect arising therefrom.

In addition to the foregoing Hold Harmless Agreement requirements, all requirements noted in Section 12 "Indemnification" in Section 002113 of the Bidding Requirements are incorporated by their reference. Where requirements may conflict the more stringent shall apply.

Dated _____, 20__

Signed, Sealed and Delivered

SIGNED

Name _____ Title _____

in the presence of:

Name _____ Title _____

SECTION 00 5200
FORM OF AGREEMENT

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 FORM OF AGREEMENT

- A. AIA Document A101- 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, forms the basis of the Contract between the Owner and Contractor. A draft copy is attached.

1.3 RELATED REQUIREMENTS

- A. Section 00 7200 - General Conditions.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

AIA Document A101™ – 2017

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

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

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

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

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

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

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

The parties should complete A101™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Contractor agree as follows.

TABLE OF ARTICLES

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

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

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

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

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

§ 3.3 Substantial Completion

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

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

- ☐ Not later than () calendar days from the date of commencement of the Work.

☐ By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, 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 (\$), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

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

Item	Price

§ 4.2.2 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

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

Item	Price

§ 4.4 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.)

Item	Units and Limitations	Price per Unit (\$0.00)

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than () days after the Architect receives the Application for Payment.

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

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

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

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

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

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .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 A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

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

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

§ 5.1.7.1.1 The following items are not subject to retainage:

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

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

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

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

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

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

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

§ 5.3 Interest

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

(Insert rate of interest agreed upon, if any.)

_____ % _____

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

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

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

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

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:

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

§ 8.3 The Contractor's representative:

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

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

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

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

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

- .5 Drawings

Number	Title	Date

- .6 Specifications

Section	Title	Date	Pages

- .7 Addenda, if any:

Number	Date	Pages

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

- .8 Other Exhibits:

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

☐ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:

(Insert the date of the E204–2017 incorporated into this Agreement.)

Init.

☐ 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 A201™-2017 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.)

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

OWNER (Signature)

(Printed name and title)

CONTRACTOR (Signature)

(Printed name and title)



AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

THE OWNER:
(Name, legal status and address)

THE ARCHITECT:
(Name, legal status and address)

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

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

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining

provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

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

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building

information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the

site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's

capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes

remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

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

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

§ 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. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

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

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

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

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

time and in the form specified by the Architect.

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

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

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

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

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under

Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

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

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the

Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .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 and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate

Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The

Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

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

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable

by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The

foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers

to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

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

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

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

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not

constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

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

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 Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The

Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

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

§ 11.5 Adjustment and Settlement of Insured Loss

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

Contractor's expense.

§ 12.2.2 After Substantial Completion

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

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .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 Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section

15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly

consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

SECTION 00 6000

PROJECT BONDS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.
- B. Attorney-in-fact who execute said bonds on behalf of a surety must affix thereto a certified and effectively dated copy of their Power of Appointment and Certification of an officer of the surety that the Power of Attorney continues in effect.

1.2 BID BOND:

- A. A Bid Bond will be required for this project. The American Institute of Architects Document A310, February 2010 edition entitled "Bid Bond" shall be the contract bond form for this project. Each individual bid shall be accompanied by a check upon a duly authorized State, National Bank or Trust Company, duly certified in the sum equal to TEN (10%) percent of the total amount of the bid including alternates, or a Bid Bond in the amount of TEN (10%) of the bid, including alternates, payable to the Owner, and shall be enclosed in an envelope containing the bid; as a guarantee that the Bidder will, after the award is made to him, enter into a bona fide contract with the Owner for the work, and furnish the bonds and liability policies as required under the specifications. If, for any reason, whatsoever, the Bidder fails to enter into a proper contract and to execute the proper bonds, as required by these specifications, the amount of said guarantee be retained by the Owner shall be the difference 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.
 - 1. Each bid bond must also be accompanied by the written consent of the Surety Company authorized to do business in the State of New York and be Best "Secured" rated or better.
- B. All certified checks, except the check of the Bidder to whom a contract is awarded, will be returned to the respective Bidders, as soon as the Letter of Award has been issued by the Owner.
 - 1. The check of the Bidder, to whom a contract has been awarded, shall be retained until the contract has been executed and all bonds together with an approved liability insurance policy are filed with the Owner and contract is signed by both parties.

1.3 PERFORMANCE AND PAYMENT BOND:

- A. Refer to General Conditions Article 11 for additional requirements.
- B. A Performance and Labor and Material Payment Bond for each contractor will be required for this project. The bond premiums will be paid for by the Contractor.
- C. The American Institute of Architects, AIA Document A312, 2010 edition, entitled "Performance Bond" and AIA Document A312, 2010 edition, entitled "Payment Bond" and shall be the contract bond form for this project. AIA Document A311 is not acceptable.

- D. Each bond shall be a sum equal to One Hundred (100%) of the Contract Sum and shall be in a form satisfactory to the Owner, and shall be underwritten by a surety company authorized to do business in the State of New York.
- E. Every Bond under this paragraph must display the Surety's Bond Number.
- F. Each bond must be accompanied by an original Power of Attorney, giving the name of attorney's in fact and extent of bonding capacity.
- G. The Surety Company shall be obligated for the bonds for a two-year period after substantial completion.
- H. All Surety Companies shall be permitted to do business in the State of New York and be A.M. Best Rating of "A" or better as to Policy Holder Ratings and "VII" or better as to Financial Size Category.
- I. A rider including the following provisions shall be attached to each Bond:

Owner: Town of Rye, NY

- 1. Surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change or other modification of the Contract Documents. Such addition, alteration, change, extension of time, or other modification of the Contract Documents, or a forbearance on the part of either the Owner or the Contractor to the other, shall not release the Surety of its obligations hereunder and notice to the Surety of such matters is hereby waived.
- 2. Surety further agrees that in event of any default by the Owner in the performance of the Owner's obligations to the Contractor under the Contract, the Contractor or Surety shall cause written notice of such default (specifying said default in detail) to be given to the Owner and the Owner shall have thirty (30) days from the time after receipt of such notice within which to cure such default, or such additional reasonable period of time as may be required if the nature of such default is such that it cannot be cured within thirty (30) days. Such Notice of Default shall be sent by certified or registered U.S. Mail, return receipt requested, first-class postage prepaid to Owner.
- 3. Surety agrees that it is obligated under the bonds to any successor, grantee or assignee of the Owner.

END OF SECTION

SECTION 00 7200

GENERAL CONDITIONS

1.1 RELATED DOCUMENTS

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

1.2 FORM OF GENERAL CONDITIONS

- A. AIA Document A201, General Conditions of the Contract for Construction, 2017 Edition, attached, is the General Conditions between the Owner and Contractor and has been revised. All deletions and additions have been incorporated, and is hereby made a part of the specifications. All references to the General Conditions within these specifications shall mean "General Conditions of the Contract for Construction" the American Institute of Architects, A.I.A., Document A201, 2017 Edition, as revised.

1.3 RELATED REQUIREMENTS

- A. Section 00 5200 – Form of Agreement

END OF SECTION

SECTION 01 0001

SUMMARY OF REQUIREMENTS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Material and equipment shall be installed in strict accordance with the manufacturer's instructions for type, capacity and suitability of each piece of equipment used.
- B. Each contractor shall obtain and submit the manufacturers' instructions which shall be considered a part of these specifications.
- C. All equipment and systems shall be functionally tested to the Owner's satisfaction before the work will be considered complete and acceptable.
- D. No substitutes of any material shall be permitted whatsoever without the written permission of the Architect.
- E. It is the intent of the Specifications and Contract Documents to call for finished and complete work.
- F. Separate prime contracts will be let for all work described in these Specifications and in the Contract Documents.
- G. Include the following in the work and in the contract price:
 - 1. Any apparatus, appliance, material, labor or service wither shown on the Contract Documents or noted in the Specifications.
 - 2. Any incidental apparatus, appliance, material labor or service of a minor nature necessary to make the work complete in all respects, even if not particularly shown or specified.
 - 3. Small details not usually shown or specified but which are necessary for the proper and complete installation of the work.
 - 4. All required tests, permits, inspections, approvals and insurance.
 - 5. Each prime contractor shall be responsible for removal and lawful disposal of all rubbish generated under each contract.

1.2 CODES, RULES, PERMITS, INSPECTIONS AND FEES

- A. All materials furnished, and all work installed shall comply with the Codes, Rules and Regulations of the City of Rye, the Building Code of the State of New York and Westchester County and all other rules, regulations and ordinances of all local, county, state and Federal agencies and authorities having jurisdiction over the work.
- B. Give all necessary notices, obtain all permits, perform all required tests, and pay all taxes and fees and other costs in connection with the work.

1.3 ACCEPTANCE OF DRAWINGS AND SPECIFICATIONS

- A. The Architect's Drawings are generally diagrammatic and include general layouts and typical details of the systems to be installed or removed. The data indicated herein and on drawings is typical and not guaranteed as exact or accurate. Exact locations, dimensions, clearances and levels shall be governed by the building and actual conditions. The contractor accepts the Drawings and Specifications as complete and accurate and agrees that there is no conflict therein with permissible trade practices or methods. Any objections to the Plans and Specifications that the Contractor may have, must be called to the Architect's attention in writing and the questions resolved before submitting proposal. **The Contractor is responsible to point out any/all ambiguities in the contract documents prior to signing contract in order for Contractor's claim to be considered.**
- B. Each Contractor agrees that should there be conflicts objections not called to the Architect's attention and written decision render by the Architect before signing agreement, the Architect's decision with regard to such conflict or objection shall be final and binding on Contractor and shall not be subject to arbitration.
- C. Where disagreements occur between the Drawing and the Specifications, or within either document itself, the item or arrangement of better quality, greater quantity or higher cost shall be included in the Base Bid.
- D. Each Contractor shall furnish, without extra charge, any incidental additional materials and labor that may be required to complete the scope of the work even though not specifically noted in these Specifications or shown on the Drawings.

1.4 SCAFFOLDING AND HOISTS

- A. Each Contractor shall provide temporary hoisting equipment with power and attendance for same, as required to handle materials and rubbish, and to properly carry out the work of their contract.
- B. Each Contractor shall provide temporary scaffolding platforms, ladders, rigging, supports, braces, etc., as required for the execution of their contract.

1.5 DELIVERY AND STORAGE

- A. Manufactured materials shall be delivered to the site in original, unopened containers, clearly indicating manufacturer's name, brand name and other identifying information.
- B. Materials shall be stored in a dry location, off the ground and in such a manner as to prevent damage or intrusion of foreign matter. All materials which, in the opinion of the Architect, have become damaged or otherwise unfit for use, during delivery or storage, shall be replaced at the expense of the Contractor.
- C. Each Contractor shall take necessary precautions against fire and other hazards, during delivery, storage and installation of combustibles or flammable adhesives, sealants, roofing materials, solvents and other materials. These materials shall be handled only as approved by authorities having jurisdiction in conformance with their recommendations.
- D. Each Contractor shall coordinate with Owner the time and location of deliveries. Corridors and public space shall not be obstructed by material storage.

- E. Contractor deliveries sent to the Owner will not be signed for or unloaded by the Owner. They will be directed to the construction site and if no employee is on site, the delivery will be rejected, at the Contractor's expense.
- F. Night deliveries of equipment (past the designated quitting time) will not be permitted. Do not schedule trucking companies to deliver equipment or wait for the job site to open.

1.6 PROTECTION

- A. Each Contractor shall maintain the premises in a safe condition throughout the construction period. Compliance with OSHA regulations and site safety shall be the responsibility of the Contractor as it relates to work of their contract. The posting of all applicable OSHA safety signs shall be the responsibility of the Contractor. Each Contractor shall provide all materials as required for protection of the public, personnel and to prevent damage to existing building structures and related systems. All Contractors shall be responsible for protecting Owner's property.
 - 1. File for and obtain all necessary permits that may be required for sheds and other operations such as debris removal, chutes containers, etc.
- B. The General Contractor shall provide safety coordination and shall maintain fences, bridges, guards, barricades, warning lights, etc., as required to protect and control the public and building users on or about the property, roads, and sidewalks, and when no longer required shall remove same.
- C. All paved areas, walks and the site appurtenances shall be protected from damage by truck, cranes and other contractor's equipment all such damaged surfaces shall be repaired replaced to the satisfaction of the Owner.
- D. The General Contractor shall furnish and install all necessary and tarpaulins to close off areas or openings and properly protect all work and materials during inclement weather.
- E. Prevent damage by water, paint, cement, moisture, acids, asphalt fumes, dust or other materials to uninstalled and installed equipment and materials. Replace all damaged equipment and materials at no additional cost to the Owner.
- F. Ladders and hoists will be grounded and/or stored properly and safely out of the reach of unauthorized persons.
- G. Care shall be taken to prevent spread of flying particles and dust. Each Contractor shall be responsible for managing dust created by their work. Dust barriers must be installed at all required locations or as directed by the Architect.
- H. In the event that any Contractor does not adequately provide for dust control, or insufficient quantities of dust control agents be placed and any Contractor fails to place additional quantities within 4 hours after Architect's direction, Owner will perform the required work by whatever means deemed expedient and all expenses incurred by the Owner will be charged to and paid by that Contractor.
- I. No Contractor shall overload any areas with materials, apparatus or equipment.

1.7 CLEAN UP

- A. All Contractors are each responsible for cleaning up their own materials and debris and the legal disposal thereof. Failure to maintain a clean work site daily will result in others performing the work and the contractor(s) being backcharged for the cleaning cost plus contractor's administration.
- B. Each Contractor shall provide a construction dumpster in a location approved by the Architect. Debris will be removed from the site daily and all areas left broom clean and free of debris as a result of this work. Each Contractor shall be responsible for overall rubbish disposal.
- C. Each Contractor shall furnish adequately sized rubbish containers from the date of initial mobilization to the date of final payment.
- D. All debris shall become the property of the Contractor who generated it and he shall dispose of it legally and pay all dumping, tipping and permit fees, which are included in the contract price.

1.8 INSPECTION

- A. During the progress of the work, personnel of the Architect's office will make visits to observe the existing conditions and contracted work. The Contractor shall afford the Architect and the personnel of the Architect's office the opportunity to make the observations deemed necessary. Quantities of work performed shall be given to the Architect prior to inspection from any scaffold. Scaffolds will be operated by Contractor's personnel. There shall be no additional payment for time of either equipment or personnel expended during these observations. Inspections shall be done during reasonable working hours. Contractor shall provide temporary lighting as required to fully observe the work.
- B. The Owner and the Architect may perform or cause to be performed tests on delivered and installed materials throughout the course of the job. The Contractor shall cooperate with testing personnel, shall provide samples of materials for testing, access to complete work and shall repair or replace areas where tests were taken at no additional cost. The cost of the test shall be paid by the Owner. Re-testing and additional testing of material found not to conform to the Specifications shall be paid by the contractor.
- C. If the Owner finds that any materials do not conform to the Specifications, the Contractor shall, within three (3) days after being notified by the Owner, remove the materials from the premises. If said material has been installed, the entire expense of removing and replacing same, including any cutting and patching that may be necessary, shall be borne by the Contractor.
- D. Provide for inspection by local code authorities and all other having jurisdiction over the work performed during the appropriate phase of the work and furnish, at time of final inspection, certificates of final approval as applicable.

1.9 SUPERVISION AND WORKMANSHIP

- A. Each Contractor shall personally, or through an authorized and competent representative, constantly supervise the work covered by these Specifications and so far as possible shall keep the same foreman on the job from the start to the finish. The workmanship of the entire job shall be first class in every respect and only experienced and competent workmen shall be employed for the work.

1.10 ACCESSIBILITY

- A. Install work in a manner to make all parts readily accessible for operation, maintenance and repair.

1.11 WORK DAMAGED DURING CONSTRUCTION

- A. Work damaged during construction demolition is the liability of the Contractor creating the damage and must be repaired or replaced in new condition at no charge to the Owner.

1.12 MATCHING EXISTING CONDITIONS

- A. All new replacement work shall match existing work to be removed in materials and quality unless other wise noted in the Drawings and Specifications.

1.13 USE OF SITE

- A. Each Contractor shall coordinate work to minimize interference and inconvenience to Crawford Park users, vehicular and pedestrian access around the building and through the site must be maintained 24 hours a day without restrictions. Temporary access restriction measures will only be permitted with prior approval.

1.14 SECURITY

- A. Each Contractor shall secure the areas of their work to protect work from unauthorized entry, vandalism and theft.
- B. Coordinate with Owner's security program, if applicable.
- C. Each Contractor has full responsibility for the working area until final acceptance and payment.

1.15 TEMPORARY MECHANICAL AND UTILITIES

- A. Temporary water for construction purposes shall be taken from the nearest available source. All apparatus and equipment to bring water to points for usage shall be provided by the Contractor. He shall be responsible for all maintenance and opening and shutting off of the water service at the beginning and ending of each work day.
- B. Temporary power for construction purposes shall be taken from the nearest available service, otherwise a temporary electrical panel for construction purposes shall be provided by Contractor
- C. The General Construction Contractor shall provide a temporary toilet facility for use by all construction personnel. At no time shall construction personnel use existing toilet facilities in the building.

1.16 GUARANTEES

- A. If required, the Contractor shall deliver to the Architect upon completion of all work under this Contract all written guarantees made out to the owner and in a form satisfactory to the Architect and the Owner.

1.17 MEASUREMENT OF EXTRA WORK

- A. Each Contractor agrees to perform additional work beyond the scope of the Contract when directed by the Architect. Payment for extra work ordered by the Architect will be made under the appropriated alternative bid and/or unit prices.
- B. No extra work for which the Contractor intends to make a Claim for a Change Order shall commence without the Architect's written direction to do so. Any payment claim for any extra work initiated or performed by the Contractor without the Architect's prior written direction will be rejected.
- C. Any claims by the Contractor for Change Orders shall be made within the payment requisition period in which they occur. Submission of any payment requisition shall constitute the Contractor's certification to the Owner that there are no Claims for Change Orders in that requisition period.
- D. Requisition for final payment shall constitute the Contractor's certification that there are no outstanding claims of any kind. Final payment by the Owner to Contractor shall constitute final closure of the construction contract.

1.18 INDEMNIFICATIONS

- A. Each Contractor shall, indemnify and hold harmless the Architect and the Owner against the risk of loss, damage or liability caused by personal injuries, wrongful death and property damages arising out of or in connection with the performance of the Contractor, whether sustained before or after the completion thereof. This indemnity is in addition to all other indemnities and all guarantees and warranties contained in the Contract Documents.

1.19 SCHEDULE OF WORK AND TIME ALLOWED

- A. Immediately after Award of Contract, each Contractor shall meet with the Architect and the Owner to jointly establish the schedule of operations for the project.
- B. General Contractor shall submit a bar-chart type progress schedule not more than three (3) days prior to the date established for commencement of the work. On the schedule, indicate a time bar or each major category or unit of work to be performed at the site, properly sequenced and coordinated with other elements of work. Show completion of the work sufficiently in advance of the date established for substantial completion of the work.

1.20 FIRST AID FACILITIES AND EMERGENCY TELEPHONE NUMBERS

- A. Each Contractor shall provide and maintain adequately equipped first aid facilities in a location or at locations that are readily accessible to workmen, Owner, Owner's Construction Representative and/or the Architect and visitors to the site.

- B. Provide at least one on-site employee who is properly trained in first aid and who shall be available to render first aid whenever construction is in progress.
- C. Provide a list of emergency telephone numbers as specified above.
- D. Post the list of emergency telephone numbers as directed by the Architect.

1.21 PROGRESS MEETINGS

- A. Preconstruction Conference – All Contractors are required to attend the pre-construction conference at a location, date and time selected by the Architect. The Owner, or their Representative, and the Contractor shall attend the conference. The job site superintendent and project manager for the Contractor shall also attend. The Architect will prepare an agenda for the conference.
- B. Progress meeting will be held once weekly during the project on the day set forth during the pre-construction conference. Attendance at progress meetings shall be mandatory for all Contractors unless previously excused by the Architect. An amount of \$500 shall be deducted from the Contract Amount for each announced meeting not attended by the Contractor. Subcontractors shall attend when requested by the Owner, Owner's Construction Representative, or Architect at no cost to the Owner. The minimum agenda will cover:
 - 1. Review minutes of previous meeting.
 - 2. Identify present problems and resolve them.
 - 3. Plan work progress during next work period.
 - 4. Review the status of off-site fabrication and delivery schedule.
 - 5. Review shop drawings and submittal schedules.
 - 6. Review change order status.
 - 7. Review status of construction progress schedule.
 - 8. Coordinate the requirements of individual prime contractors to avoid conflicts and ensure schedule is met.
- C. Neither Owner nor Architect wishes to meet solely with a subcontractor and requests for such meetings will be discouraged. If a meeting is deemed necessary, every effort will be made to have Contractor attend. If, for some reason, circumstances do not allow such, the meeting may be held, minutes of the meeting will be sent to contractor and decisions on any major questions will be reserved until contractor has been consulted. Subcontractors may accompany contractor to meetings provided contractor notifies Architect in advance.
- D. Time Limits – It is the intent to hold productive and efficient meetings and to keep them as short as is reasonably possible. The Architect will be the sole judge as to whether or not further discussion on any matter is warranted and all discussions shall cease when he so orders.

- E. Minutes – Minutes of meetings will be kept, written and distributed by the Architect or representative. Minutes of all meeting will be available upon request to the Architect.

END OF SECTION

SECTION 01 1000

SUMMARY OF CONTRACT

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 PROJECT

- A. Project Name: Rye Town Park Bath House – Interior Renovation
- B. Owner's Name: Town of Rye, NY
- C. Architect's Name: Arconics Architecture, P.C.

1.3 DEFINITIONS

- A. Refer to General Conditions.

1.4 CONTRACT DESCRIPTION

- A. Contract Type: Lump sum, single prime contract.
- B. Local custom and trade-union settlements do not control the scope of work included in each prime contract. When a potential jurisdictional dispute or similar interruption of work is first identified or threatened, the affected contractor(s) shall promptly negotiate a reasonable settlement to avoid or minimize the pending interruption and delays.
- C. Summary by References: Work of the contract can be summarized by reference to the General Conditions, Instructions to Bidders, Specifications section, Drawings, or Addenda to Contract Documents issued subsequent to the initial printing of this Project Manual and including but not necessarily limited to printed material referenced by any of these. It is recognized that the work of the prime contracts is unavoidably affected or influenced by governing regulations, natural phenomenon, including weather conditions, and other forces outside the contract documents.

1.5 RELATED REQUIREMENTS

- A. Section 00 5200 – Form of Agreement: Contract Sum, retainages, payment period.
- B. Section 00 7200 - General Conditions: Additional requirements for progress payments and Changes in the Work.
- C. Section 00 7300 – Supplementary Conditions
- D. Section 01 5000 – Temporary Facilities and Controls
- E. Section 01 2300 – Alternates: Payment procedures relating to alternates

1.6 JURISDICTIONAL DISPUTES

- A. Each Contractor shall only employ labor on the project or in connection with its work capable of working harmoniously with all trades, crafts and any other individuals associated with the capital

improvement work to be performed. There shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity at the project for any reason by anyone employed or engaged by the Contractor to perform its portion of the work. There shall be no lockout at the project by the Contractor. The Contractor shall be responsible for providing the manpower required to proceed with the work under any circumstance. Should it become necessary to create a separate entrance for a contractor involved in a labor dispute, all costs associated with creating that entrance shall be borne by the contractor involved in the dispute. Such costs shall include, but not be limited to, signage, fencing, temporary roads and security personnel as deemed necessary by the Owner for the safety of the occupants of the site.

- B. If the Contractor has engaged the services of workers and/or subcontractors who are members of trade unions, the Contractor shall make all necessary arrangements to reconcile, without delay, damage or cost to the Owner and without recourse to the Architect or the Owner, any conflict between its agreement with the Owner and any agreements or regulations of any kind at any time in force among members or councils which regulate or distinguish what activities shall not be included in the work of any particular trade.
- C. Each Contractor shall ensure that its work continues uninterrupted during the labor dispute and will be liable to the Owner for all damages suffered by the Owner occurring as a result of work stoppages, slowdowns, disputes or strikes

1.7 CONTRACTOR USE OF SITE

A. Time Restrictions:

- 1. Contractors shall comply with Local Noise Ordinance. Work disrupting the community must be performed within the following hours:
 - a. Monday thru Friday: 8 AM to 6 PM
 - b. Work hours are established by the City of Rye and could be subject to change. The Contractors shall confirm times. Weekend work shall only be permitted with prior Rye Town Park approval.

B. During the entire construction period contractors shall have the use of the premises for construction operations, including use of the site as indicated in phasing and schedule of work time table included in this section.

- 1. General: Limitations on site usage as well as specific requirements that impact utilization are indicated on the drawings and/or by other contract documents. In addition to these limitations and requirements, the contractor shall administer allocation of available 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.
- 2. Each Contractor is to maintain clear and unobstructed paths of exit discharge from all existing exits.
- 3. Driveways and Entrances: Keep driveways and entrances serving the premises clear and available to the Owner, the Owner's employees, and emergency vehicles at all time. Do not use these areas for parking or storage of materials.
- 4. Lock automotive type vehicles such as passenger cars and trucks and other types of mechanized and motorized construction equipment, when parked and unattended, to prevent

unauthorized use. Do not leave such vehicles or equipment unattended with the motor running or the ignition key in place.

- C. Do not unreasonably encumber the site with materials or equipment. Confine stockpiling of materials and location of storage sheds to the approved areas. If additional storage is necessary, obtain and pay for such storage off-site.
- D. Each Contractor and any entity for which the Contractor is responsible shall not erect any sign on the Project site without the prior written consent of the Owner, which may be withheld in the sole discretion of the Owner.
- E. Each Contractor shall ensure 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, to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the work shall be free from all debris, building materials and equipment likely to cause hazardous conditions. 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. The Rye Town Park, its Pavilions, Park Concessions, and the surrounding public park area, which are still open to the public.
- F. Without prior approval of the Owner, each Contractor shall not permit any workers to use any existing facilities at the Project site, including, without limitations, lavatories, toilets, entrances and parking areas other than those designated by the Owner. Without limitation of any other provision of the Contract Documents, the Contractors shall use its best efforts to comply with the rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project Site, and the Building, as amended from time to time. The Contractors shall immediately notify the Owner in writing if during the performance of the Work, the Contractors find compliance with any portion of such 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, applicable to use, and occupancy of the Project Site and the Buildings.
- G. Smoking, drinking of alcoholic beverages or open fires will not be permitted at the project site or anywhere on the grounds of the Rye Town Park property.
- H. Utility Outages and Shutdown:
 - 1. Limit disruptions, shut downs, switch overs, etc. of utility services to hours the building is unoccupied, Saturdays, Sunday and/or holidays.
 - 2. Do not disrupt or shut down life safety systems, including but not limited to fire alarm system, without required notice to the City of Rye and authorities having jurisdictions.
 - 3. Prevent accidental disruption of utility services to other facilities.

1.8 SPECIFICATION SECTIONS APPLICABLE TO ALL TRADES

- A. Unless otherwise noted, all provisions of Division I apply to all trades.
- B. Section 07 8400 – Firestopping
- C. Section 07 9005 – Joint Sealers

END OF SECTION

SECTION 01 2000

PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SECTION INCLUDES

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Procedures for preparation and submittal of application for final payment.

1.3 RELATED REQUIREMENTS including but not limited to:

- A. Section 00 5200 - Agreement Form: Contract Sum, retainages, payment period.
- B. Section 00 7200 - General Conditions: Additional requirements for progress payments, final payment, changes in the Work.

1.4 SCHEDULE OF VALUES

- A. Form to be used: AIA G702/703 .
- B. Electronic media printout including equivalent information will be considered in lieu of standard form specified.
- C. Forms filled out by hand will not be accepted.
- D. Submit Schedule of Values in PDF Format within 10 days after date Notice of Award.
- E. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the specification Section.
- F. Revise schedule to list approved Change Orders, with each Application for Payment.

1.5 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Submit at intervals stipulated in the Agreement but not more than one per month.
- B. Form to be used: Identical forms approved for Schedule of Values.
- C. For each item, provide a column for listing each of the following:
 - 1. Item Number.
 - 2. Description of work.
 - 3. Scheduled Value.
 - 4. Previous Applications.

5. Work in Place under this Application.
 6. Authorized Change Orders.
 7. Total Completed to Date of Application.
 8. Percentage of Completion.
 9. Balance to Finish.
 10. Retainage.
- D. Execute certification by signature of authorized officer and notarize same.
- E. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed.
- F. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of Work.
- G. Submit one (1) electronic "pencil copy", in PDF format, of each Application for Payment to Arconics Architecture, P.C. and Town of Rye for approval.
- H. After Architect's approval of the "pencil copy" submit three hard copies of approved Application for Payment to Arconics Architecture, P.C.
- I. Include the following with the application:
1. Transmittal letter.
 2. Construction progress schedule, revised and current.
 3. Partial Waivers of Mechanic's Lien: With each Application for Payment, submit partial waivers of mechanic's liens from contractor, subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
 - a. Waiver Forms: Submit waivers of lien on forms, provided by the Architect in Section 01 2005.
 4. When an application shows completion of an item, submit final or full waivers.
 5. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 6. 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 alien.
 7. Certified Payrolls; 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.

- a. Submit certification that all personnel listed on certified payrolls have successfully completed an OSHA construction safety and health course of at least 10 hours prior to performing any work on the project.
- J. Liens: No Payment will be made when a lien is filed against Owner by contractor or any subcontractor, or supplier or other entities until such lien is removed, bonded or similar action acceptable to the Owner
- K. Project record documents as specified in Section 01 7800, shall be available for review by Owner as a prerequisite for approval of payment.
- L. Payment for stored materials (whether on-site but not installed, or stored in secured warehouse) will require a bill of lading showing the exact value. In no case will more than 90% be approved if the item is not installed. Insurance certificates will be provided specific to materials stored (for on-site or offsite items)
- M. When Arconics Architecture, P.C. requires substantiating information, submit data justifying dollar amounts in question. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.
- N. The Owner shall retain Five (5) percent of the amount of each payment.

1.6 INITIAL APPLICATION FOR PAYMENT:

- A. Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
 - 1. Executed contract.
 - 2. Approved bonds.
 - 3. Approved insurance certificates.
 - 4. Names of full time project manager, on site superintendent, and foreman.
 - 5. List of suppliers and fabricators.
 - 6. List of subcontractors.
 - 7. Approved Schedule of Values.
 - 8. Contractor's Construction Schedule (preliminary if not final).
 - 9. Contractor's Submittal Schedule.
 - 10. Products list.

1.7 APPLICATION FOR PAYMENT AT SUBSTANTIAL COMPLETION

- A. Comply with Requirements of Section 01 7800

1.8 MODIFICATION PROCEDURES

- A. Refer to Article 8 of the General Conditions for additional requirements

- B. Submit name of the individual authorized to receive change documents and who will be responsible for informing others in Contractor's employ or subcontractors of changes to the Contract Documents.
- C. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Arconics Architecture, P.C. will issue instructions directly to the contractor.
- D. The General Contractor shall be responsible for informing others in its employ, whose work is affected by any modifications.
- E. For other required changes, Arconics Architecture, P.C. will issue a document signed by the Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
 - 1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
 - 2. Promptly execute the change.
 - 3. Refer to General Conditions Article 8 for additional information.
- F. Contractor may propose a change by submitting a request for change to Arconics Architecture, P.C. and Town of Rye's representative, describing the proposed change and its full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation. Document any requested substitutions in accordance with Section 01 6000.
- G. Computation of Change in Contract Amount:
 - 1. Refer to General Condition Article 8.
- H. Execution of Change Orders: Arconics Architecture, P.C. will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
- I. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
- J. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
- K. Promptly enter changes in Project Record Documents.

1.9 APPLICATIONS FOR PAYMENT WHEN BEHIND SCHEDULE

- A. When the project falls behind schedule the contractor shall demonstrate the actions to be taken to put the project back on schedule.
 - 1. Payments will not be approved until satisfactory evidence is presented to put the project on schedule.

1.10 APPLICATION FOR FINAL PAYMENT

- A. Comply with Section 01 7800 - Closeout Submittals.
- B. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.

- C. Application for Final Payment will not be considered until the following have been accomplished:
1. All closeout procedures specified in Section 01 7800 - Closeout Submittals are submitted and approved.
 2. All "punch list" items have been completed.
- D. It is understood by the General Contractor that the maximum payment due the contractor prior to final payment shall be Ninety Five percent (95%) of the Contract amount and the final Five percent (5%) will be due only after the above is satisfied.

END OF SECTION

SECTION 01 2005

PARTIAL RELEASE OF LIEN

THIS INFORMATION IS TO BE PRINTED ON CONTRACTOR'S/SUBCONTRACTOR'S LETTERHEAD

Name of Facility: Rye Town Park Bath House – Interior Renovation

Address: 95 Dearborn Avenue, Rye, NY 10580

Name of Owner: Town of Rye, NY

Name of the Contractor/Subcontractor/Vendor: _____

Address: _____

Trade/Vendor: _____

Application # _____ Dated _____.

We certify that we have completed _____ % of our Contract.

Prior to this requisition we have received payment equal to _____ % of our contract amount.

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 above date and to be legally bound hereby:

WITNESS: _____ FIRM: _____

BY: _____

State of New York, County of subscribed and sworn to before me this ____ day of _____ 201_ ____

Notary public

My commission expires _____

END OF SECTION

SECTION 01 2300

ALTERNATES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SECTION INCLUDES

- A. Description of alternates for selection by the Owner, not included in the Base Bid.

1.3 RELATED REQUIREMENTS

- A. Document 00 2113 - Bidding Requirements: Instructions for preparation of pricing for alternatives.
- B. Section 00 4100 Bid Form for listing amount of each alternate.
- C. Document 00 5200 - Form of Agreement: Incorporating monetary value of accepted alternatives.

1.4 ACCEPTANCE OF ALTERNATES

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted alternates will be identified in the Owner-Contractor Agreement.
- B. Coordinate related work and modify surrounding work to integrate the Work of each alternate.

1.5 SCHEDULE OF ALTERNATES - Not Used

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 3000

ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.
- B. Section 01 1000 Summary of Contract
- C. Section 01 7800 Closeout Submittals

1.2 SECTION INCLUDES

- A. Progress meetings.
- B. Coordination meetings
- C. Submittals for review, information, and project closeout.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.1 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at maximum at one week intervals.
- B. Arconics Architecture, P.C. will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required: Project superintendents for all subcontractors, Arconics Architecture, P.C. , and Consultants as appropriate to agenda topics for each meeting.
- D. Agenda:
 - 1. Review minutes of previous meetings.
 - 2. Review of Work progress.
 - 3. Field observations, problems, and decisions.
 - 4. Identification of problems that impede, or will impede, planned progress.
 - 5. Review of submittals schedule and status of submittals.
 - 6. Review of delivery schedules.
 - 7. Review of off-site fabrication and delivery schedules.
 - 8. Maintenance of progress schedule.
 - 9. Corrective measures to regain projected schedules.

10. Planned progress during succeeding work period.
11. Effect of proposed changes on progress schedule and coordination.
12. Other business relating to Work.

3.2 WEEKLY COORDINATION MEETINGS:

- A. The General Contractor for Construction shall schedule and hold weekly general project coordination meetings at regularly scheduled times that are convenient for the attendance of other subcontractors and other parties involved. These meetings are in addition to specific meetings held for other purposes, such as regular project meetings and special pre-installation meetings. Required attendance includes General Contractor, and Plumbing, Electrical, and HVAC subcontractors. Conduct meetings in a manner that resolve coordination problems. The General Contractor shall preside at each meeting and shall record meeting minutes. The General Contractor shall distribute copies of the meeting minutes to everyone in attendance, the Architect and Owner and to others affected by the decisions and actions resulting from each meeting.

3.3 SUBMITTALS FOR REVIEW

- A. All submittals are the product and the property of the Contractors. The Owner or Architect shall not be responsible for the contractors' construction means, methods or techniques: safety precautions or programs; acts or admissions; or failure to carry out the work in accordance to the contract documents
- B. Shop Drawing Submittal Log no later than five (5) days after award of contract.
- C. Shop Drawing Submittals shall be submitted no later than twenty one (21) days after Letter of Award of Contract. No further payments will be made to the contractor after twenty one (21) days until all of the following submittals are made:
- D. The following submittals, including but not limited to the following, shall be submitted for review:
 1. Product data.
 2. Shop drawings.
 3. Samples for selection.
 4. Samples for verification.
 5. Templates.
 6. Design mix formulas.
 7. Coordination drawings for use on-site).
 8. Standard wiring diagrams.
- E. Submit to Arconics Architecture, P.C. for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
 1. Markings or comments by Architect on shop drawings shall not be construed as relieving the Contractor from compliance with the contract documents. The Contractor remains responsible for details and accuracy; for conforming and correlating all quantities; verifying all dimensions; for

selecting fabrication processes; for means, methods and techniques of assembly; and performing their work in a code-compliant and safe manner.

2. No extension of the contract time will be authorized due to Contractor's failure to transmit submittals adequately in advance of work to permit processing.

3.4 NUMBER OF COPIES OF SUBMITTALS

- A. Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected. All submittals shall be in electronic format and conforming to the following:
 1. Each item shall be in a separate file.
 2. Provide a transmittal with each electronic submittal and list each item that's included.
 3. Provide a Cover Sheet with each item - in the same file as the technical submittal.
 4. Do not zip the files, and do not put the files in Folders.
 5. Do not email electronic submittal attachments larger than 5 MB.
 6. Make all technical submittals at one time per trade- refer to the specification for additional submittal requirements for example:
 - a. Concrete; Masonry; Miscellaneous Fabrications; Roofing; etc.

3.5 SUBMITTAL PROCEDURES

- A. Transmit each submittal with a copy of approved submittal form.
- B. Shop drawings are the product and the property of the Contractor. The Owner or Architect shall not be responsible for the contractor's construction means, methods or techniques: safety precautions or programs; Acts or admissions; or failure to carry out the work in accordance to the contract documents.
- C. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
- D. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
 1. Contractor's submittal of shop drawings certifies that the contractor has reviewed and coordinated this shop drawing and they are in conformance to the plans, specifications, applicable codes and other provisions of the Contract Documents.
- E. Deliver submittals to Arconics Architecture's e-mail address and/or Consultants when directed.
- F. Schedule submittals to expedite the Project, and coordinate submission of related items.
- G. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.
- H. Provide space for and Arconics Architecture, P.C. and consultants review stamps.

- I. When revised for resubmission, identify all changes made since previous submission.
- J. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- K. Submittals not requested will not be recognized or processed.

3.6 ARCHITECT'S ACTION

- A. **General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.**
- B. General: Except for submittals for the record and similar purposes, where action and return on submittals is required or requested, the Architect/Engineer will review each submittal, mark with appropriate "Action".
- C. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken.

End of Section

SECTION 013300
SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

- A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.

1.2 SECTION INCLUDES

- A. Work of this Section includes all labor, materials, equipment, and services necessary to complete submittal requirements as specified herein, including, but not limited to, the following:
 - 1. Shop drawings and samples.
 - 2. Integrated drawings.

PART 2 PRODUCTS

2.1 SHOP DRAWINGS AND SAMPLES

- A. General
 - 1. Each Contractor shall be responsible for coordinating the schedule for submittal of shop drawings and samples with their progress schedule and the requirements of the Contract Schedule and submit a coordinated schedule of submission of all shop drawings and samples to the Architect for their contract.
 - 2. Failure of the Contractor to schedule and submit shop drawings and samples in ample time for checking, correction, and rechecking will not justify any delay in the Contract Schedule. Allow ample time for items to be tested, including time for retesting if the tests or mock-ups fail.
 - 3. Samples, shop drawings, manufacturers' literature, and other required information shall be submitted in sufficient time to permit proper consideration and action on same before any materials and items are delivered on the work. Stagger submissions so that the Architect can review the documents in an orderly and timely manner. All samples of materials requiring laboratory tests shall be submitted to the laboratory for testing not less than 90 days before such materials are required to be used in the work. All other samples, manufacturers' literature, and other sample information shall be submitted for approval not less than 30 days before such materials are required to be used in the work.
 - 4. Shop drawings for each Section of the work shall be numbered consecutively and the numbering system shall be retained throughout all revisions. Each drawing shall have adequate clear space for the stamps of the Contractor, Architect, and one of the Architect's consultants.

5. All shop drawings shall be thoroughly checked by the Contractor for compliance with the Contract Documents before submitting them to the Architect and shall bear the Contractor's stamp of approval certifying that they have been so checked. Any shop drawings submitted without this stamp of approval and certification, and shop drawings which, in the Architect's sole opinion, are incomplete, contain errors or have not been checked, or only checked superficially, will be returned unchecked by the Architect for re-submission by the Contractor.
6. In checking shop drawings, the Contractor shall be responsible to verify all dimensions and field conditions and shall check and coordinate the shop drawings of any Section or trade with the requirements of all other Sections or trades whose work is related thereto, as required for proper and complete installation of the work. The Architect will review shop drawings. The Architect's acceptance of shop drawings is for design only and not method of assembly or erection. Acceptance shall in no way be construed as (1) permitting any departure whatsoever from the Contract Documents; (2) relieving the Contractor of full responsibility for any error in details, dimensions, omissions, or otherwise that may exist; (3) relieving the Contractor of full responsibility for adequate field connections, erection techniques, bracing, or deficiencies in strength; (4) relieving the Contractor of full responsibility for satisfactory performance of all work and coordination with the work of all subcontractors and other contractors; or (5) permitting departure from additional details or instructions previously furnished by the Architect. Acceptance of such drawings shall not be construed as a complete check, nor shall it relieve the Contractor from responsibility for proper fitting of the work, nor from the necessity of furnishing any work which may not be indicated on shop drawings when approved. The Contractor shall be solely responsible for any quantities which may be shown on the shop drawings.
7. No work shall be fabricated, manufactured, or installed from shop drawings stamped "Revise and Resubmit" or "Rejected," and such shop drawings shall be corrected and resubmitted by the Contractor until accepted by the Architect. At least one complete set of shop drawings marked "No Exceptions Taken" or "Make Corrections Noted" shall be kept at the site in the Contractor's field office for reference at all times. "Revise and Resubmit" or "Rejected" shop drawings shall not be permitted at the site.
8. Submittals marked "No Exceptions Taken": Submittals which require no corrections by the Architect will be marked "No Exceptions Taken."
9. Submittals Marked "Make Corrections Noted": Submittals which require only a minor amount of correcting shall be marked "Make Corrections Noted." This mark shall mean that checking is complete and all corrections are obvious without ambiguity. Fabrication will be allowed on work marked "Make Corrections Noted" provided such action will expedite construction and noted corrections are adhered to. If fabrication is not made strictly in accordance with corrections noted, such work in accordance with corrected submittals.
10. Submittals Marked "Revise and Resubmit" or "Rejected": When submittals are contrary to contract requirements or too many corrections are required, they

shall be marked "Revise and Resubmit" or "Rejected." No work shall be fabricated under this mark. The Architect shall list his reasons for rejection on the submittals or in the transmittal letter accompanying their return. The submittals must be corrected and resubmitted for approval.

11. All shop drawings and samples shall be identified as follows:
 - a. Date of submittal.
 - b. Title of project.
 - c. Name of Contractor and date of his approval.
 - d. Name of subcontractor or supplier and date of submittal o Contractor.
 - e. Number of submission.
 - f. Any qualification, departure, or deviation from the requirements of the Contract; shall be EXPLICITLY NOTED.
 - g. Federal Specification or ASTM number where required.
 - h. Such additional information as may be required by the Specifications for the particular material being furnished.
12. If the Contractor wishes to deviate from the materials or details as shown in Specifications or Drawings, he shall submit the proposed deviation with shop drawings and/or samples stating the extent and the materials or details being replaced. The Contractor shall also submit information on the allowed credit or extra cost required for the proposed deviation, if any, and also all information relating to the work of other Sections revised by the proposed deviation.
13. The Architect and Engineer will review and approve shop drawings and samples for approval within 20 calendar days, but only for conformance with the design concept of the work and with information contained in the Contract Documents.
14. Incomplete shop drawings will be returned without checking for proper submission, and this shall not be considered as cause for delay of the work or extra compensation to the Contractor.
15. The Contractor shall submit appropriate transmittal forms with every submittal of shop drawings, manufacturer's literature, and samples. All reproducibles shall be rolled on cardboard tubes for resubmittal. The Contractor shall submit all required shop drawings, manufacturer's literature and samples in accordance with the procedures specified herein.
16. Unless otherwise specifically directed by the Architect, make all shop drawings accurately to a scale sufficiently large to show all pertinent features of the item and its method of connection to the work.
17. Submit newly prepared information drawn accurately to scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings.
18. Submit one copy of each standard referred to in the Specifications (ASTM, Fed. Spec., etc.) with the submission of each respective shop drawing, sample, or literature.

B. Submission of Shop Drawings

1. Architectural Work: Submit pdf of each shop drawing to the Architect for approval. If approved, the Architect will return pdf stamped "No Exceptions Taken" or "Make Corrections Noted," and the Contractor shall print the required number of copies. In the event the Architect returns pdf stamped "Revise and Resubmit" or "Rejected," the Contractor shall make indicated changes and resubmit pdf to the Architect.
2. Structural Work and Mechanical Work: Submit pdf of each shop drawing to the Engineer, with pdf to the Architect. If accepted, the Architect shall return pdf stamped "No Exceptions Taken" or "Make Corrections Noted," and the Contractor shall print the required number of copies. In the event the Architect returns pdf stamped "Revise and Resubmit" or "Rejected," the Contractor shall make indicated changes and resubmit pdf to the Engineer and the Architect.
3. Prints: The Contractor shall provide all prints or shop drawings as reasonably required by subcontractors, material suppliers, superintendents, inspectors, and others as required for the work, or as directed by the Architect. The Contractor shall pay all costs in connection with printing and distribution of shop drawings.

C. Submission of Manufacturer's Literature, Including Catalog, Catalog Cuts, Brochures, Charts, Test Data, and Similar Information

1. Manufacturer's literature will receive consideration only when accompanied by the transmittal form properly filled out, as indicated, and listing each item of literature, as well as the Specification Section and paragraph numbers describing such materials. Any deviations from contract requirements shall be stated on the above form or attached to it.
2. Architectural Work: Submit pdf of manufacturer's literature to the Architect for acceptance. If accepted, the Architect will return pdf stamped "No Exceptions Taken" or "Make Corrections Noted." The Contractor shall resubmit pdf of correct or corrected literature of all submissions stamped by the Architect "Revise and Resubmit" or "Rejected."
3. Structural Work and Mechanical Work: Submit pdf of manufacturer's literature to the Engineer and the Architect. If accepted, the Architect will return pdf stamped "No Exceptions Taken" or "Make Corrections Noted." The Contractor shall resubmit pdf of correct or corrected literature to the Engineer for all submissions stamped "Revise and Resubmit" or "Rejected" by the Engineer.
4. All copies of manufacturer's literature required to be resubmitted hereunder shall be original printed material. Reproductions of printed material will not receive consideration.

D. Submission of Samples

1. All samples shall be submitted in triplicate unless otherwise indicated in the Specifications.

2. Samples will receive consideration only when each is clearly labeled and when accompanied by the transmittal form properly filled out, as indicated, and listing each sample, as well as the listing of any ASTM, Federal or other standard references specified or applicable and such additional information as may be required by the Specifications for the materials being submitted. Any deviation from the contract requirements shall be so stated on the above form or attached to it.
3. The Architect shall have the right to require submission of samples of any materials, whether or not specifically indicated in the various Sections of the Specifications.
4. Unless otherwise specified, samples of sufficient size to indicate general visual effect shall be submitted. Where samples must show a range of color, texture, finish, graining, or other similar property, the Contractor shall submit sets of pairs illustrating the full scope of the range.
5. Two (2) samples of each submission will be returned to the Contractor; and for the supplier and one from the Contractor to store on site for reference by the Architect. Samples stamped "Revise and Resubmit" or "Rejected" by the Architect shall be resubmitted in triplicate by the Contractor.
6. All samples stamped "No Exceptions Taken" or "Make Corrections Noted" shall be kept at the site in the Contractor's field office facilities for reference at all times. "Revise and Resubmit" or "Rejected" samples shall not be kept at the site.

PART 3 EXECUTION

3.1 COORDINATION OF SUBMITTALS

- A. Prior to submittal for Architect's review, use all means necessary to fully coordinate all material, including the following procedures:
 1. Determine and verify all field dimensions and conditions, materials, catalog numbers and similar data.
 2. Coordinate as required with all trades and with public agencies involved.
 3. Secure all necessary approvals from public agencies and others and signify by stamp, or other means, that they have been secured.
 4. Clearly indicate all deviations from the Contract Documents.
- B. Unless otherwise specifically permitted by the Architect, make all submittals in groups containing all associated items; the Architect may reject partial submittals as not complying with the provisions of the Contract Documents.

END OF SECTION

SECTION 01 3554

FEDERAL AND STATE PREVAILING WAGE RATES

1.1 RELATED DOCUMENTS

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

1.2 PROVISIONS OF LAW DEEMED INSERTED

- A. Each and every provision of Federal law and clauses required by law to be inserted in the Contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion.
- B. The Contractor and subcontractors shall comply with applicable provisions of the Labor Law and all other state laws and Federal and Local statutes ordinances, codes, rules and regulations and orders which are applicable to the performance of this contract. The Contractor shall likewise require all sub-contractors to comply therewith. The attention of the Contractor is particularly, but not exclusively, directed to Sections 220 through 223 of the New York State Labor Law and Sections 109 of the New York State Municipal Corporations Law, The Davis-Bacon Act (40 USC 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5), Copeland "Anti-Kickback" Act (18 USC 874) as supplemented by Department of Labor Regulations (29 CFR Part 3), Title 40 USC Section 3145 and the following:
 - 1. The Contractor shall post the prevailing wages in a conspicuous place on the job site.
 - 2. Posters shall list the Department of Labor's Public work field offices with telephone numbers.
- C. All contractors and subcontractors shall furnish each of its workers with written notification of the applicable prevailing wage rates and supplements at the commencement of and at periodic intervals during the performance of the Work as required by the New York Labor Law
- D. The Contractor shall provide with each payment requisition certified payrolls and keep certified payroll records at the job site.
- E. Federal Prevailing Wages Schedule for this project can be obtained by the bidders on the DOL web site as follows:
 - 1. <http://www.wdol.gov>
 - 2. Click on: "Selecting DBA WDs"
 - 3. Under "Selection Criteria" select "New York"; "Westchester County"; "Type All"
- F. NOTE THESE WAGE RATES ARE UPDATED PERIODICALLY. It is the responsibility of the General Contractor to use the latest published wage rates.

END OF SECTION



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Town of Rye

Arlene Greco
Arconics Architecture
545.5 Westchester Avenue
Rye Brook NY 10573

Schedule Year 2024 through 2025
Date Requested 06/03/2025
PRC# 2025006625

Location Rye Town Park
Project ID#
Project Type Renovate bath house interior space

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Rate Case Number (PRC#) has been assigned to the schedule(s) for your project.

The schedule is effective from July 2024 through June 2025. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Public Work Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

Kathy Hochul, Governor



Roberta Reardon, Commissioner

Town of Rye
Arlene Greco
Arconics Architecture
545.5 Westchester Avenue
Rye Brook NY 10573

Schedule Year 2024 through 2025
Date Requested 06/03/2025
PRC# 2025006625

Location Rye Town Park
Project ID#
Project Type Renovate bath house interior space

Notice of Contract Award

New York State Labor Law, Article 8, Section 220.3a requires that certain information regarding the awarding of public work contracts, be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW 16, which may be photocopied), **MUST** be completed for **EACH** prime contractor on the above referenced project.

Upon notifying the successful bidder(s) of this contract, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

Contractor Information

All information must be supplied

Federal Employer Identification Number: _____		
Name: _____		
Address: _____ _____		
City: _____	State: _____	Zip: _____
Amount of Contract: \$ _____	Contract Type:	
Approximate Starting Date: ____/____/____	☐ (01) General Construction	
Approximate Completion Date: ____/____/____	☐ (02) Heating/Ventilation	
	☐ (03) Electrical	
	☐ (04) Plumbing	
	☐ (05) Other : _____	

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

General Provisions of Laws Covering Workers on Article 8 Public Work Contracts

Introduction

The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is performed.

Contractor Registry

Effective December 30, 2024 all contractors and subcontractors submitting bids or performing construction work on public work projects, or private projects covered by Article 8 of the Labor Law, are required to register with the New York State Department of Labor (NYSDOL) under Labor Law Section 220-i. To register, contractors and subcontractors must submit an application through NYSDOL's Contractor Registry portal which is available through the agency's Management System for Protecting Worker Rights (MPWR) <https://mpwr-public.labor.ny.gov/en/login>.

For additional information, please visit online.

Responsibilities of the Department of Jurisdiction

A Department of Jurisdiction (Contracting Agency) includes a state department, agency, board or commission; a county, city, town or village; a school district, board of education or board of cooperative educational services; a sewer, water, fire, improvement and other district corporation; a public benefit corporation; and a public authority awarding a public work contract.

The Department of Jurisdiction (Contracting Agency) awarding a public work contract MUST obtain a Prevailing Rate Schedule listing the hourly rates of wages and supplements due the workers to be employed on a public work project. This schedule may be obtained by completing and forwarding a "Request for wage and Supplement Information" form (PW 39) to the Bureau of Public Work. The Prevailing Rate Schedule MUST be included in the specifications for the contract to be awarded and is deemed part of the public work contract.

Upon the awarding of the contract, the law requires that the Department of Jurisdiction (Contracting Agency) furnish the following information to the Bureau: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the Department's "Notice of Contract Award" form (PW 16) is provided with the original Prevailing Rate Schedule.

The Department of Jurisdiction (Contracting Agency) is required to notify the Bureau of the completion or cancellation of any public work project. The Department's PW 200 form is provided for that purpose.

Both the PW 16 and PW 200 forms are available for completion online.

Hours

No laborer, worker, or mechanic in the employ of a contractor or subcontractor engaged in the performance of any public work project shall be permitted to work more than eight hours in any day or more than five days in any week, except in cases of extraordinary emergency. The contractor and the Department of Jurisdiction (Contracting Agency) may apply to the Bureau of Public Work for a dispensation permitting workers to work additional hours or days per week on a particular public work project.

Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule from the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12226; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.ny.gov.

Upon receiving the original schedule, the Department of Jurisdiction (Contracting Agency) is REQUIRED to provide complete copies to all prime contractors who in turn MUST, by law, provide copies of all applicable county schedules to each subcontractor and obtain from each subcontractor, an affidavit certifying such schedules were received. If the original schedule expired, the contractor may obtain a copy of the new annual determination from the NYSDOL website www.labor.ny.gov.

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year. The annual determination is available on the NYSDOL website

Payrolls and Payroll Records

Every contractor and subcontractor **MUST** keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. As per Article 6 of the Labor law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

The filing of payrolls to the Department of Jurisdiction is a condition of payment. Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (Contracting Agency) shall collect, review for facial validity, and maintain such payrolls.

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, but are not limited to time cards, work description sheets, proof that supplements were provided, cancelled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed \$100,000.00. If the contractor or subcontractor does not maintain a place of business in New York State and the amount of the contract exceeds \$25,000.00, payroll records and certifications must be kept on the project worksite.

The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 8, Section 220-a of the Labor Law.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules, shall provide to such contractor a verified statement attesting that the subcontractor has received the Prevailing Rate Schedule and will pay or provide the applicable rates of wages and supplements specified therein. (See NYS Labor Laws, Article 8, Section 220-a).

Determination of Prevailing Wage and Supplement Rate Updates Applicable to All Counties

The wages and supplements contained in the annual determination become effective July 1st whether or not the new determination has been received by a given contractor. Care should be taken to review the rates for obvious errors. Any corrections should be brought to the Department's attention immediately. It is the responsibility of the public work contractor to use the proper rates. If there is a question on the proper classification to be used, please call the district office located nearest the project. Any errors in the annual determination will be corrected and posted to the NYSDOL website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. To the extent possible, the Department posts rates in its possession that cover periods of time beyond the July 1st to June 30th time frame covered by a particular annual determination. Rates that extend beyond that instant time period are informational **ONLY** and may be updated in future annual determinations that actually cover the then appropriate July 1st to June 30th time period.

Withholding of Payments

When a complaint is filed with the Commissioner of Labor alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the Commissioner of Labor believes that unpaid wages or supplements may be due, payments on the public work contract shall be withheld from the prime contractor in a sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty, pending a final determination.

When the Bureau of Public Work finds that a contractor or subcontractor on a public work project failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 220-b and 235.2 of the Labor Law to so notify the financial officer of the Department of Jurisdiction (Contracting Agency) that awarded the public work contract. Such officer **MUST** then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

The Department of Jurisdiction (Contracting Agency) shall comply with this order of the Commissioner of Labor or of the court with respect to the release of the funds so withheld.

Summary of Notice Posting Requirements

The current Prevailing Rate Schedule must be posted in a prominent and accessible place on the site of the public work project. The prevailing wage schedule must be encased in, or constructed of, materials capable of withstanding adverse weather conditions and be titled "PREVAILING RATE OF WAGES" in letters no smaller than two (2) inches by two (2) inches.

The "Public Work Project" notice must be posted at the beginning of the performance of every public work contract, on each job site.

Every employer providing workers, compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

Every employer subject to the NYS Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers, notices furnished by the State Division of Human Rights.

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the NYS Department of Labor.

Apprentices

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeymen in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above or is performing work outside the classification of work for which the apprentice is indentured, must be paid the prevailing journeyman's wage rate for the classification of work the employee is actually performing.

NYSDOL Labor Law, Article 8, Section 220-3, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency of office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12226 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

The only conclusive proof of individual apprentice registration is written verification from the NYSDOL Apprenticeship Training Albany Central office. Neither Federal nor State Apprenticeship Training offices outside of Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any person is registered in that program. Furthermore, the existence or possession of wallet cards, identification cards, or copies of state forms is not conclusive proof of the registration of any person as an apprentice.

Interest and Penalties

In the event that an underpayment of wages and/or supplements is found:

- Interest shall be assessed at the rate then in effect as prescribed by the Superintendent of Banks pursuant to section 14-a of the Banking Law, per annum from the date of underpayment to the date restitution is made.
- A Civil Penalty may also be assessed, not to exceed 25% of the total of wages, supplements, and interest due.

Debarment

Any contractor or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with any state, municipal corporation or public body for a period of five (5) years when:

- Two (2) willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six (6) year period.
- There is any willful determination that involves the falsification of payroll records or the kickback of wages or supplements.

Criminal Sanctions

Willful violations of the Prevailing Wage Law (Article 8 of the Labor Law) may be a felony punishable by fine or imprisonment of up to 15 years, or both.

Discrimination

No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status.

No contractor, subcontractor nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates (NYS Labor Law, Article 8, Section 220-e(a)).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 8, Section 220-e(b)).

The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

There may be deducted from the amount payable to the contractor under the contract a penalty of \$50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 8, Section 220-e(c)).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 8, Section 220-e(d)).

Every employer subject to the New York State Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers notices furnished by the State Division of Human Rights.

Workers' Compensation

In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage during the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers' Compensation Law.

A contractor who is awarded a public work contract must provide proof of workers' compensation coverage prior to being allowed to begin work.

The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

If New York State coverage is added to an existing out-of-state policy, it can only be added to a policy from a company authorized to write workers' compensation coverage in this state. The coverage must be listed under item 3A of the information page.

The contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers' compensation policy for all employees working in New York State.

Every employer providing worker's compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

Unemployment Insurance

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the New York State Department of Labor.

Social Security Numbers on Certified Payrolls:

The Department of Labor is cognizant of the concerns of the potential for misuse or inadvertent disclosure of social security numbers. Identity theft is a growing problem and we are sympathetic to contractors' concern regarding inclusion of this information on payrolls if another identifier will suffice.

For these reasons, the substitution of the use of the last four digits of the social security number on certified payrolls submitted to contracting agencies on public work projects is now acceptable to the Department of Labor. This change does not affect the Department's ability to request and receive the entire social security number from employers during its public work/ prevailing wage investigations.

Construction Industry Fair Play Act: Required Posting for Labor Law Article 25-B § 861-d

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site. Failure to post the notice can result in penalties of up to \$1,500 for a first offense and up to \$5,000 for a second offense. The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, <https://dol.ny.gov/public-work-and-prevailing-wage>

If you have any questions concerning the Fair Play Act, please call the State Labor Department toll-free at 1-866-435-1499 or email us at: dol.misclassified@labor.ny.gov.

Worker Notification: (Labor Law §220, paragraph a of subdivision 3-a)

Effective June 23, 2020

This provision is an addition to the existing wage rate law, Labor Law §220, paragraph a of subdivision 3-a. It requires contractors and subcontractors to provide written notice to all laborers, workers or mechanics of the *prevailing wage and supplement rate* for their particular job classification *on each pay stub**. It also requires contractors and subcontractors to *post a notice* at the beginning of the performance of every public work contract *on each job site* that includes the telephone number and address for the Department of Labor and a statement informing laborers, workers or mechanics of their right to contact the Department of Labor if he/she is not receiving the proper prevailing rate of wages and/or supplements for his/her job classification. The required notification will be provided with each wage schedule, may be downloaded from our website www.labor.ny.gov or be made available upon request by contacting the Bureau of Public Work at 518-457-5589. *In the event the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.

(12.20)

**To all State Departments, Agency Heads and Public Benefit Corporations
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND**

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

This Item describes the Public Work Enforcement Fund (the Fund, PWEF) and its relevance to State agencies and public benefit corporations engaged in construction or reconstruction contracts, maintenance and repair, and announces the recently-enacted increase to the percentage of the dollar value of such contracts that must be deposited into the Fund. This item also describes the roles of the following entities with respect to the Fund:

- New York State Department of Labor (DOL),
- The Office of the State of Comptroller (OSC), and
- State agencies and public benefit corporations.

2. Background and Statutory References:

DOL uses the Fund to enforce the State's Labor Law as it relates to contracts for construction or reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law. State agencies and public benefit corporations participating in such contracts are required to make payments to the Fund.

Chapter 511 of the Laws of 1995 (as amended by Chapter 513 of the Laws of 1997, Chapter 655 of the Laws of 1999, Chapter 376 of the Laws of 2003 and Chapter 407 of the Laws of 2005) established the Fund.

3. Procedures and Agency Responsibilities:

The Fund is supported by transfers and deposits based on the value of contracts for construction and reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law, into which all State agencies and public benefit corporations enter.

Chapter 407 of the Laws of 2005 increased the amount required to be provided to this fund to .10 of one-percent of the total cost of each such contract, to be calculated at the time agencies or public benefit corporations enter into a new contract or if a contract is amended. The provisions of this bill became effective August 2, 2005.

**To all State Departments, Agency Heads and Public Benefit Corporations
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND**

OSC will report to DOL on all construction-related ("D") contracts approved during the month, including contract amendments, and then DOL will bill agencies the appropriate assessment monthly. An agency may then make a determination if any of the billed contracts are exempt and so note on the bill submitted back to DOL. For any instance where an agency is unsure if a contract is or is not exempt, they can call the Bureau of Public Work at the number noted below for a determination. Payment by check or journal voucher is due to DOL within thirty days from the date of the billing. DOL will verify the amounts and forward them to OSC for processing.

For those contracts which are not approved or administered by the Comptroller, monthly reports and payments for deposit into the Public Work Enforcement Fund must be provided to the Administrative Finance Bureau at the DOL within 30 days of the end of each month or on a payment schedule mutually agreed upon with DOL.

Reports should contain the following information:

- Name and billing address of State agency or public benefit corporation;
- State agency or public benefit corporation contact and phone number;
- Name and address of contractor receiving the award;
- Contract number and effective dates;
- Contract amount and PWEF assessment charge (if contract amount has been amended, reflect increase or decrease to original contract and the adjustment in the PWEF charge); and
- Brief description of the work to be performed under each contract.

Checks and Journal Vouchers, payable to the "New York State Department of Labor" should be sent to:

Department of Labor
Administrative Finance Bureau-PWEF Unit
Building 12, Room 464
State Office Campus
Albany, NY 12226

Any questions regarding billing should be directed to NYSDOL's Administrative Finance Bureau-PWEF Unit at (518) 457-3624 and any questions regarding Public Work Contracts should be directed to the Bureau of Public Work at (518) 457-5589.

Required Notice under Article 25-B of the Labor Law

**Attention All Employees, Contractors and Subcontractors:
You are Covered by the Construction Industry Fair Play Act**

The law says that you are an employee unless:

- You are free from direction and control in performing your job, and
- You perform work that is not part of the usual work done by the business that hired you, and
- You have an independently established business.

Your employer cannot consider you to be an independent contractor unless all three of these facts apply to your work.

It is against the law for an employer to misclassify employees as independent contractors or pay employees off the books.

Employee Rights: If you are an employee, you are entitled to state and federal worker protections. These include:

- Unemployment insurance benefits, if you are unemployed through no fault of your own, able to work, and otherwise qualified,
- Workers' compensation benefits for on-the-job injuries,
- Payment for wages earned, minimum wage, and overtime (under certain conditions),
- Prevailing wages on public work projects,
- The provisions of the National Labor Relations Act, and
- A safe work environment.

It is a violation of this law for employers to retaliate against anyone who asserts their rights under the law. Retaliation subjects an employer to civil penalties, a private lawsuit or both.

Independent Contractors: If you are an independent contractor, you must pay all taxes and Unemployment Insurance contributions required by New York State and Federal Law.

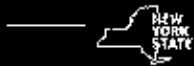
Penalties for paying workers off the books or improperly treating employees as independent contractors:

- **Civil Penalty**
First offense: Up to \$2,500 per employee
Subsequent offense(s): Up to \$5,000 per employee
- **Criminal Penalty**
First offense: Misdemeanor - up to 30 days in jail, up to a \$25,000 fine and debarment from performing public work for up to one year.
Subsequent offense(s): Misdemeanor - up to 60 days in jail or up to a \$50,000 fine and debarment from performing public work for up to 5 years.

If you have questions about your employment status or believe that your employer may have violated your rights and you want to file a complaint, call the Department of Labor at (866) 435-1499 or send an email to dol.misclassified@labor.ny.gov. All complaints of fraud and violations are taken seriously. You can remain anonymous.

Employer Name:
IA 999 (09/16)

WE ARE YOUR DOL



Department
of Labor

New York State Department of Labor
Bureau of Public Work

Attention Employees

THIS IS A:

PUBLIC WORK PROJECT

If you are employed on this project as a **worker, laborer, or mechanic** you are entitled to receive the **prevailing wage and supplements rate** for the classification at which you are working.

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

Chapter 629 of
the Labor Laws
of 2007:

These wages are set by law and must be posted at the work site. They can also be found at:
<https://dol.ny.gov/bureau-public-work>



If you feel that you have not received proper wages or benefits,
please call our nearest office.*

Albany	(518) 457-2744	Patchogue	(631) 687-4882
Binghamton	(607) 721-8005	Rochester	(585) 258-4505
Buffalo	(716) 847-7159	Syracuse	(315) 428-4056
Garden City	(516) 228-3915	Utica	(315) 793-2314
New York City	(212) 932-2419	White Plains	(914) 997-9507
Newburgh	(845) 568-5287		

* For New York City government agency construction projects, please
contact the Office of the NYC Comptroller at (212) 669-4443, or
www.comptroller.nyc.gov – click on Bureau of Labor Law.

Contractor Name: _____

Project Location: _____

Requirements for OSHA 10 Compliance

Article 8 §220-h requires that when the advertised specifications, for every contract for public work, is \$250,000.00 or more the contract must contain a provision requiring that every worker employed in the performance of a public work contract shall be certified as having completed an OSHA 10 safety training course. The clear intent of this provision is to require that all employees of public work contractors, required to be paid prevailing rates, receive such training "prior to the performing any work on the project."

The Bureau will enforce the statute as follows:

All contractors and sub contractors must attach a copy of proof of completion of the OSHA 10 course to the first certified payroll submitted to the contracting agency and on each succeeding payroll where any new or additional employee is first listed.

Proof of completion may include but is not limited to:

- Copies of bona fide course completion card (*Note: Completion cards do not have an expiration date.*)
- Training roster, attendance record or other documentation from the certified trainer pending the issuance of the card.
- Other valid proof

**A certification by the employer attesting that all employees have completed such a course is not sufficient proof that the course has been completed.

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-457-5589.

WICKS

Public work projects are subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work, when the total project's threshold is \$3 million in Bronx, Kings, New York, Queens and, Richmond counties; \$1.5 million in Nassau, Suffolk and Westchester counties; and \$500,000 in all other counties.

For projects below the monetary threshold, bidders must submit a sealed list naming each subcontractor for the plumbing, HVAC and electrical and the amount to be paid to each. The list may not be changed unless the public owner finds a legitimate construction need, including a change in specifications or costs or the use of a Project Labor Agreement (PLA), and must be open to public inspection.

Allows the state and local agencies and authorities to waive the Wicks Law and use a PLA if it will provide the best work at the lowest possible price. If a PLA is used, all contractors shall participate in apprentice training programs in the trades of work it employs that have been approved by the Department of Labor (DOL) for not less than three years. They shall also have at least one graduate in the last three years and use affirmative efforts to retain minority apprentices. PLA's would be exempt from Wicks, but deemed to be public work subject to prevailing wage enforcement.

The Commissioner of Labor shall have the power to enforce separate specification requirements on projects, and may issue stop-bid orders against public owners for non-compliance.

Other new monetary thresholds, and similar sealed bidding for non-Wicks projects, would apply to certain public authorities including municipal housing authorities, NYC Construction Fund, Yonkers Educational Construction Fund, NYC Municipal Water Finance Authority, Buffalo Municipal Water Finance Authority, Westchester County Health Care Association, Nassau County Health Care Corp., Clifton-Fine Health Care Corp., Erie County Medical Center Corp., NYC Solid Waste Management Facilities, and the Dormitory Authority.

Contractors must pay subcontractors within a 7 days period.

{07.19}

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

This information is provided to assist you in the interpretation of particular requirements for each classification of worker contained in the attached Schedule of Prevailing Rates.

Classification

It is the duty of the Commissioner of Labor to make the proper classification of workers taking into account whether the work is heavy and highway, building, sewer and water, tunnel work, or residential, and to make a determination of wages and supplements to be paid or provided. It is the responsibility of the public work contractor to use the proper rate. If there is a question on the proper classification to be used, please call the district office located nearest the project. District office locations and phone numbers are listed below.

Prevailing Wage Schedules are issued separately for "General Construction Projects" and "Residential Construction Projects" on a county-by-county basis.

General Construction Rates apply to projects such as: Buildings, Heavy & Highway, and Tunnel and Water & Sewer rates.

Residential Construction Rates generally apply to construction, reconstruction, repair, alteration, or demolition of one family, two family, row housing, or rental type units intended for residential use.

Some rates listed in the Residential Construction Rate Schedule have a very limited applicability listed along with the rate. Rates for occupations or locations not shown on the residential schedule must be obtained from the General Construction Rate Schedule. Please contact the local Bureau of Public Work office before using Residential Rate Schedules, to ensure that the project meets the required criteria.

Payrolls and Payroll Records

Contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records.

Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury.

Paid Holidays

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

Overtime

At a minimum, all work performed on a public work project in excess of eight hours in any one day or more than five days in any workweek is overtime. However, the specific overtime requirements for each trade or occupation on a public work project may differ. Specific overtime requirements for each trade or occupation are contained in the prevailing rate schedules.

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays.

The applicable holidays are listed under HOLIDAYS, OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Supplemental Benefits

Particular attention should be given to the supplemental benefit requirements. Although in most cases the payment or provision of supplements is straight time for all hours worked, some classifications require the payment or provision of supplements, or a portion of the supplements, to be paid or provided at a premium rate for premium hours worked. Supplements may also be required to be paid or provided on paid holidays, regardless of whether the day is worked. The Overtime Codes and Notes listed on the particular wage classification will indicate these conditions as required.

Effective Dates

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. The rate listed is valid until the next effective rate change or until the new annual determination which takes effect on July 1 of each year. All contractors and subcontractors are required to pay the current prevailing rates of wages and supplements. If you have any questions please contact the Bureau of Public Work or visit the New York State Department of Labor website (www.labor.ny.gov) for current wage rate information.

Apprentice Training Ratios

The following are the allowable ratios of registered Apprentices to Journey-workers.

For example, the ratio 1:1, 1:3 indicates the allowable initial ratio is one Apprentice to one Journeyworker. The Journeyworker must be in place on the project before an Apprentice is allowed. Then three additional Journeyworkers are needed before a second Apprentice is allowed. The last ratio repeats indefinitely. Therefore, three more Journeyworkers must be present before a third Apprentice can be hired, and so on.

Please call Apprentice Training Central Office at (518) 457-6820 if you have any questions.

Title (Trade)	Ratio
Boilermaker (Construction)	1:1,1:4
Boilermaker (Shop)	1:1,1:3
Carpenter (Bldg., H&H, Pile Driver/Dockbuilder)	1:1,1:4
Carpenter (Residential)	1:1,1:3
Electrical (Outside) Lineman	1:1,1:2
Electrician (Inside)	1:1,1:3
Elevator/Escalator Construction & Modernizer	1:1,1:2
Glazier	1:1,1:3
Insulation & Asbestos Worker	1:1,1:3
Iron Worker	1:1,1:4
Laborer	1:1,1:3
Mason	1:1,1:4
Millwright	1:1,1:4
Op Engineer	1:1,1:5
Painter	1:1,1:3
Plumber & Steamfitter	1:1,1:3
Roofer	1:1,1:2
Sheet Metal Worker	1:1,1:3
Sprinkler Fitter	1:1,1:2

If you have any questions concerning the attached schedule or would like additional information, please contact the nearest BUREAU of PUBLIC WORK District Office or write to:

New York State Department of Labor
 Bureau of Public Work
 State Office Campus, Bldg. 12
 Albany, NY 12226

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

Westchester County General Construction

Boilermaker

06/01/2025

JOB DESCRIPTION Boilermaker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour:	07/01/2024	01/01/2025
Boilermaker	\$ 67.38	\$ 68.88
Repairs & Renovations	67.38	68.88

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

SUPPLEMENTAL BENEFITS

Per Hour:

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

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

Repairs & Renovation Includes replacement of parts and repairs & renovation of existing unit.

OVERTIME PAY

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

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

** Labor Day ONLY, if worked.

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 12, 15, 25, 26, 29) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:

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

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

Supplemental Benefits Per Hour:

	33.5% of Hourly Wage Paid Plus Amount Below	33.5% of Hourly Wage Paid Plus Amount Below
1st Term	\$ 20.36	\$ 20.36
2nd Term	21.28	21.28
3rd Term	22.22	22.22
4th Term	23.12	23.12
5th Term	24.07	24.07
6th Term	25.00	25.00
7th Term	25.93	25.93

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

4-5

Carpenter

06/01/2025

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2024

Piledriver \$ 60.59
+ 10.00*

Dockbuilder \$ 60.59
+ 10.00*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 45.79

OVERTIME PAY

See (B, E2, O) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

Apprentices See (5,6,11,13,25)

Overtime: See (5,6,11,13,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour

(1)year terms:

1st	2nd	3rd	4th
\$26.98	\$32.58	\$40.96	\$49.35
+ 5.50*	+ 5.50*	+ 5.50*	+ 5.50*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Supplemental benefits per hour:

All Terms: \$ 32.34

0-1556 Db

Carpenter

06/01/2025

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2024

Carpet/Resilient

Floor Coverer \$ 55.05
+ 8.25*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

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

SUPPLEMENTAL BENEFITS

Per hour:

\$ 39.45

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE.

Paid for 1st & 2nd yr.

Apprentices See (5,6,11,13,*6,18,19,25)

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

REGISTERED APPRENTICES

Wage per hour - (1) year terms:

1st	2nd	3rd	4th
\$ 25.20	\$ 28.20	\$ 32.45	\$ 40.33

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

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Supplemental benefits per hour:

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

8-2257

Carpenter

06/01/2025

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2024

Marine Construction:

Marine Diver \$ 75.46
 + 10.00*

Marine Tender \$ 55.00
 + 10.00*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker \$ 45.65

OVERTIME PAY

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

HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms

1st year	\$ 26.98
	+ 5.50*
2nd year	32.58
	+ 5.50*
3rd year	40.96
	+ 5.50*
4th year	49.35
	+ 5.50*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Supplemental Benefits

Per Hour:

All terms \$ 32.20

8-1456MC

Carpenter

06/01/2025

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2024

Building
Millwright \$ 59.35
 + 13.12*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

SUPPLEMENTAL BENEFITS

Per hour:

Millwright \$ 45.41

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE

Paid: See (18,19) on HOLIDAY PAGE.

Overtime See (5,6,8,11,13,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms:

1st.	2nd.	3rd.	4th.
\$ 32.16	\$ 37.61	\$ 43.06	\$ 53.96
+ 7.08*	+ 8.25*	+ 9.42*	+ 11.76*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Supplemental benefits per hour:

One (1) year terms:

1st.	2nd.	3rd.	4th.
\$ 30.56	\$ 33.09	\$ 36.27	\$ 40.69

8-740.1

Carpenter

06/01/2025

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per Hour:

07/01/2024

Timberman \$ 55.59
 + 10.26*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

SUPPLEMENTAL BENEFITS

Per Hour:

07/01/2024

\$ 44.96

OVERTIME PAY

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

HOLIDAY

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

Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

Apprentices See (5,6,11,13,25)

Overtime: See (5,6,11,13,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms:

1st	2nd	3rd	4th

\$24.96	\$30.07	\$37.72	\$45.38
+ 5.55*	+ 5.55*	+ 5.55*	+ 5.55*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Supplemental benefits per hour:

All terms \$ 31.95

8-1556 Tm

Carpenter

06/01/2025

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Orange: South of but including the following, Waterloo Mills, State Hill, New Hampton, Goshen, Blooming Grove, Mountainville, east to the Hudson River.

Putnam: South of but including the following, Cold Spring, TompkinsCorner, Mahopac, Croton Falls, east to Connecticut border.

Suffolk: West of Port Jefferson and Palchogue Road to Route 112 to the Atlantic Ocean.

WAGES

Per hour: 07/01/2024

Core Drilling:

Driller \$ 46.25
+ 3.25*

Driller Helper \$ 36.28
+ 3.25*

Note: Hazardous Waste Pay Differential:

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

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

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

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

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

SUPPLEMENTAL BENEFITS

Per hour:

Driller and Helper \$ 30.24

OVERTIME PAY

See (B, G, P) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

8-1536-CoreDriller

Carpenter - Building / Heavy&Highway

06/01/2025

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Putnam, Rockland, Westchester

WAGES

WAGES:(per hour)

Applies to CARPENTER BUILDING/HEAVY & HIGHWAY/TUNNEL:

	07/01/2024	07/01/2025	07/01/2026
		Additional	Additional
Base Wage	\$ 42.76	\$ 1.25**	\$ 1.25**
	+\$6.62*		

*For all hours paid straight or premium.

**To be allocated at a later date.

SHIFT WORK

SHIFT DIFFERENTIAL: When it is mandated by a Government Agency irregular or off shift can be worked. The Carpenter shall receive an additional fifteen percent (15%) of wage plus applicable benefits.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 31.60

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

BUILDING:

Paid: See (1) on HOLIDAY PAGE.

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

- Holidays that fall on Sunday will be observed Monday.

HEAVY&HIGHWAY/TUNNEL:

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

Overtime: See (5, 6) on HOLIDAY PAGE

- Holidays that fall on Sunday will be observed Monday

- Must be employed during the five (5) work days immediately preceding a holiday or during the five (5) work days following the paid holiday to receive holiday pay

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

REGISTERED APPRENTICES

1 year terms at the following wage rates:

1st	2nd	3rd	4th
\$ 21.38	\$ 25.66	\$ 29.93	\$ 34.21
+3.84*	+3.84*	+3.84*	+3.84*

*For all hours paid straight or premium

SUPPLEMENTAL BENEFITS per hour.

All terms \$ 16.25

11-279.16/HH

Electrician

06/01/2025

JOB DESCRIPTION Electrician

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2024

Service Technician \$ 37.40

Service and Maintenance on Alarm and Security Systems.

Maintenance, repair and /or replacement of defective (or damaged) equipment on, but not limited to, Burglar - Fire - Security - CCTV - Card Access - Life Safety Systems and associated devices. (Whether by service contract of T&M by customer request.)

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker: \$ 21.85

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 11, 15, 16, 17, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 15, 16, 17, 25, 28) on HOLIDAY PAGE

9-311

Electrician

06/01/2025

JOB DESCRIPTION Electrician

DISTRICT 8

ENTIRE COUNTIES

Westchester

WAGES

Per hour:	07/01/2024	04/17/2025
*Electrician/A-Technician	\$ 58.75	\$ 58.75
Teledata	58.75	58.75

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

Note: On a job where employees are required to work on bridges over navigable waters, transmission towers, light poles, bosun chairs, swinging scaffolds, etc. 40 feet or more above the water or ground or under compressed air, or tunnel projects under construction or where assisted breathing apparatus is required, they will be paid at the rate of time and one-half for such work except on normal pole line or building construction work.

SUPPLEMENTAL BENEFITS

Per hour		
Journeyworker	\$ 59.39	\$61.09

OVERTIME PAY

See (A, G, *J, P) on OVERTIME PAGE

*NOTE: Emergency work on Sunday and Holidays is at the time and one-half overtime rate.

HOLIDAY

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

REGISTERED APPRENTICES

(1) year terms at the following wage rates:

	07/01/2024	01/01/2025	04/17/2025
1st term	\$ 16.00	\$ 16.50	\$16.50
2nd term	17.00	17.00	17.00
3rd term	19.00	19.00	19.00
4th term	21.00	21.00	21.00
MIJ 1-12 months	26.50	26.50	26.50
MIJ 13-18 months	30.00	30.00	30.00

Supplemental Benefits per hour:

	07/01/2024	01/01/2025	04/17/2025
1st term	\$ 12.40	\$ 12.40	\$ 12.72
2nd term	15.07	15.07	15.89
3rd term	16.40	16.40	17.23
4th term	17.73	17.73	18.57
MIJ 1-12 months	15.72	15.72	15.89
MIJ 13-18 months	16.17	16.17	16.29

8-3/W

Electrician

06/01/2025

JOB DESCRIPTION Electrician

DISTRICT 8

ENTIRE COUNTIES

Westchester

WAGES

Per hour	07/01/2024	04/17/2025
Electrician -M	\$ 30.00	\$ 30.00
H - Telephone	30.00	30.00

All work with a base bid amount of \$325,000 or less. Including repairs and /or replacement of defective electrical and teledata equipment, all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls, and washing and cleaning of foregoing fixtures.

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

SUPPLEMENTAL BENEFITS

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

OVERTIME PAY

See (B, G, *J, P) on OVERTIME PAGE

*Note: Emergency work on Sunday and Holidays is at the time and one-half overtime rate.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

8-3rr

Elevator Constructor

06/01/2025

JOB DESCRIPTION Elevator Constructor

DISTRICT 4

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Rockland: Entire County except for the Township of Stony Point

Westchester: Entire County except for the Townships of Bedford, Lewisburg, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

WAGES

Per hour:

07/01/2024

03/17/2025

Elevator Constructor

\$ 80.35

\$ 83.37

Modernization &
Service/Repair

83.16

85.54

SUPPLEMENTAL BENEFITS

Per Hour:

Elevator Constructor

\$ 46.367

\$ 47.65

Modernization &
Service/Repairs

45.217

46.47

OVERTIME PAY

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

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

HOLIDAY

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

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

REGISTERED APPRENTICES

WAGES PER HOUR:

6 MONTH TERMS:

1st Term*
50%

2nd & 3rd Term*
50%

4th & 5th Term
55%

6th & 7th Term
65%

8th & 9th Term
75%

* Note: 1st, 2nd, 3rd Terms are based on Average of the Constructor, the Modernization and the Service/Repair wage.
Terms 4 thru 9 Based on Journeyman's wage of classification Working in.

SUPPLEMENTAL BENEFITS:

07/01/2024

03/17/2025

Elevator Constructor

1st Term:

\$ 0.00

\$ 0.00

2nd & 3rd Term

36.15

36.90

4th & 5th Term

37.19

37.99

6th & 7th Term

38.80

39.70

8th & 9th Term

40.41

41.40

Modernization &
Service/Repair

1st Term

\$ 0.00

\$ 0.00

2nd & 3rd Term

36.15

36.88

4th & 5th Term

37.19

37.58

6th & 7th Term

38.80

39.20

8th & 9th Term	40.41	40.83	4-1

Elevator Constructor	06/01/2025

JOB DESCRIPTION Elevator Constructor

DISTRICT 1

ENTIRE COUNTIES

Columbia, Dutchess, Greene, Orange, Putnam, Sullivan, Ulster

PARTIAL COUNTIES

Delaware: Towns of Andes, Bovina, Colchester, Davenport, Delhi, Harpersfield, Hemdon, Kortright, Meredith, Middletown, Roxbury, Hancock & Stamford

Rockland: Only the Township of Stony Point.

Westchester: Only the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

WAGES

Per Hour	07/01/2024	01/01/2025
Mechanic	\$ 70.15	\$ 73.07
Helper	70% of Mechanic Wage Rate	70% of Mechanic Wage Rate

SUPPLEMENTAL BENEFITS

Per hour	07/01/2024	01/01/2025
Journeyworker/Helper	\$ 37.885*	\$ 38.435*

(*)Plus 6% of regular hourly if less than 5 years of service. Plus 8% of regular hourly rate if more than 5 years of service.

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

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

Note: When a paid holiday falls on Saturday, it shall be observed on Friday. When a paid holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES

Wages per hour:

0-6 mo*	6-12 mo	2nd yr	3rd yr	4th yr
50 %	55 %	65 %	70 %	80 %

(*)Plus 6% of the hourly rate, no additional supplemental benefits.

Supplemental Benefits per hour worked:

Same as Journeyperson/Helper

1-138

Glazier	06/01/2025

JOB DESCRIPTION Glazier

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour:	07/01/2024	05/01/2025
Glazier, Glass Tinting and Window Film	\$ 63.28	\$ 64.23
Scaffolding, including swing scaffold	67.28	69.23
*Mechanical Equipment	64.28	65.23
**Repair & Maintenance	30.76	31.71

*Mechanical equipment, scissor jacks, man lifts, booms & buckets 30' or more, but not pipe scaffolding.

**Repair & Maintenance- All repair & maintenance work on a particular building whenever performed, where the total cumulative Repair & Maintenance contract value is under \$193,000.

***To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour:

Glazier, Glass Tinting Window Film, Scaffolding and Mechanical Equipment	\$ 42.13	\$ 43.03
Repair & Maintenance	24.62	25.12

OVERTIME PAY

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

For 'Repair & Maintenance' see (B, B2, I, S) on overtime page.

HOLIDAY

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

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

For 'Repair & Maintenance'

Paid: See(5, 6, 16, 25)

Overtime: See(5, 6, 16, 25)

REGISTERED APPRENTICES

Wage per hour:

(1) year terms at the following wage rates:

	7/01/2024	06/01/2025
1st term	\$ 22.34	\$ 22.79
2nd term	30.64	31.15
3rd term	40.87	41.53
4th term	50.14	50.80

Supplemental Benefits:

(Per hour)

1st term	\$ 19.27	\$ 19.56
2nd term	27.34	27.85
3rd term	32.85	33.49
4th term	36.01	36.73

8-1087 (DC9 NYC)

Insulator - Heat & Frost

06/01/2025

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Westchester

WAGES

Per hour: 07/01/2024

Insulator	\$ 60.85
Discomfort & Additional Training**	63.92
Fire Stop Work*	32.97

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

**Applies to work requiring; garb or equipment worn against the body not customarily worn by insulators; psychological evaluation ;special training, including but not limited to "Yellow Badge" radiation training

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 38.25
Discomfort &	

Additional Training	40.32
Fire Stop Work:	
Journeyworker	19.48

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Note: Last working day preceding Christmas and New Years day, workers shall work no later than 12:00 noon and shall receive 8 hrs pay.

Overtime: See (2*, 4, 6, 16, 25) on HOLIDAY PAGE.

*Note: Labor Day triple time if worked.

REGISTERED APPRENTICES

(1) year terms:

Insulator Apprentices:

1st	2nd	3rd	4th
\$ 32.97	\$ 38.54	\$ 44.12	\$ 49.70

Discomfort & Additional Training Apprentices:

1st	2nd	3rd	4th
\$ 34.51	\$ 40.38	\$ 46.27	\$ 52.16

Supplemental Benefits paid per hour:

Insulator Apprentices:

1st term	\$ 19.48
2nd term	23.23
3rd term	26.98
4th term	30.74

Discomfort & Additional Training Apprentices:

1st term	\$ 20.60
2nd term	24.47
3rd term	28.43
4th term	32.39

8-91

Ironworker

06/01/2025

JOB DESCRIPTION Ironworker

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per Hour:	07/01/2024	01/01/2025 Additional
Stone Derrickman Rigger	\$ 75.40	\$ 1.64*
Stone Handset Derrickman	72.55	1.11*

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour:

Stone Derrickmen Rigger	\$ 45.52
Stone Handset Derrickman	44.76

OVERTIME PAY

See (B, D1, *E, Q, **V) on OVERTIME PAGE

*Time and one-half shall be paid for all work on Saturday up to eight (8) hours and double time shall be paid for all work thereafter.

** Benefits same premium as wages on Holidays only

HOLIDAY

Paid: See (18) on HOLIDAY PAGE

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

Work stops at schedule lunch break with full day's pay.

REGISTERED APPRENTICES

Wage per hour:

Stone Derrickman Rigger:

	1st	2nd	3rd	4th
07/01/2024	\$ 37.20	\$ 53.28	\$ 59.32	\$ 65.36

Supplemental Benefits:

Per hour:

07/01/2024	23.27	34.39	34.39	34.39

Stone Handset:

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

	1st	2nd	3rd	4th
07/01/2024	\$ 35.76	\$ 51.04	\$ 56.79	\$ 62.55

Supplemental Benefits:

Per hour:

07/01/2024	22.95	34.08	34.08	34.08

9-187D/R

Ironworker

06/01/2025

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2024 01/01/2025

Ornamental	\$ 47.65	\$ 47.90
Chain Link Fence	47.65	47.90
Guide Rail	47.65	47.90

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker:	\$ 66.29	\$ 67.29

OVERTIME PAY

See (B, B1, Q, V) on OVERTIME PAGE

HOLIDAY

Paid:

See (1) on HOLIDAY PAGE

Overtime:

See (5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

1 year terms

1st Term	\$ 25.98	\$ 26.45
2nd Term	28.45	28.97
3rd Term	30.80	31.36
4th Term	34.39	35.02

Supplemental Benefits per hour:

1st Term	\$ 16.29	\$ 16.29
2nd Term	18.29	18.29
3rd Term	19.29	19.29
4th Term	20.29	20.29

4-580-Or

Ironworker

06/01/2025

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

PER HOUR:

07/01/2024

01/01/2025

Ironworker:
Structural \$ 57.20 \$ 58.45
Bridges
Machinery

SUPPLEMENTAL BENEFITS

PER HOUR PAID:

Journeyman \$ 89.85 \$ 91.35

OVERTIME PAY

See (B, B1, Q, *V) on OVERTIME PAGE

*NOTE: Benefits are calculated for every hour paid.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 18, 19) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES PER HOUR:

6 month terms at the following rate:

1st	\$ 30.23	\$ 30.36
2nd	30.83	30.96
3rd - 6th	31.44	31.57

Supplemental Benefits		
PER HOUR PAID:	62.47	63.48

4-40/361-Str

Ironworker

06/01/2025

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Rockland: Southern section - south of Convent Road and east of Blue Hills Road.

WAGES

Per hour: 07/01/2024

Reinforcing & Metal Lathing	\$ 58.95

"Base" Wage	56.20 plus \$ 1.75

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

SUPPLEMENTAL BENEFITS

Per hour:	
Reinforcing & Metal Lathing	\$ 44.63

OVERTIME PAY

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

*Only \$23.50 per Hour for non worked hours

Supplemental Benefit Premiums for Overtime Hours worked:

Time & One Half	\$ 51.13
Double Time	57.63

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

(1) year terms at the following wage rates:

Prior to 01/01/2020:

1st term	2nd term	3rd term	4th Term

Wage Per Hour:			
\$ 22.55	\$ 28.38	\$ 34.68	\$ 37.18
"Base" Wage			
\$21.00	\$26.80	\$33.10	\$35.60
plus \$1.55	plus \$1.58	plus \$1.58	plus \$1.58

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

SUPPLEMENTAL BENEFITS

Per Hour:

1st term	2nd term	3rd term	4th Term
\$18.17	\$21.34	\$22.00	\$22.50

After 01/01/2020:

1st term	2nd term	3rd term	4th Term
Wage Per Hour:			
\$ 22.55	\$ 23.60	\$ 24.60	\$ 25.65
"Base" Wage			
\$21.00	\$22.00	\$23.00	\$24.00
plus \$1.55	plus \$1.60	plus \$1.60	plus \$1.65

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

SUPPLEMENTAL BENEFITS

Per Hour:

1st term	2nd term	3rd term	4th Term
\$18.40	\$17.40	\$16.45	\$15.45

4-46ReInf

Laborer - Building

06/01/2025

JOB DESCRIPTION Laborer - Building

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

WAGES

Per hour 07/01/2024

Laborer \$ 37.95
plus \$5.45**

Laborer/Asbestos & Hazardous
Materials Removal \$ 39.60*
plus \$5.45**

* Abatement/Removal of:

- Lead based or lead containing paint on materials to be repainted is classified as Painter.
- Asbestos containing roofs and roofing material is classified as Roofer.

** This portion is not subject to overtime premium

NOTE: Upgrade/Material condition work plan for work performed during non-outage under a wage formula of 90% wage/100% fringe benefits at nuclear power plants.

SUPPLEMENTAL BENEFITS

Per hour: 07/01/2024

Journeyworker \$ 31.95

OVERTIME PAY

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

*Note: For Sundays and Holidays worked benefits are at the same premium as wages.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

LABORER ONLY

Hourly terms at the following wage:

Level A 0-1000	Level B 1001-2000	Level C 2001-3000	Level D 3001-4000
\$ 28.08	\$ 31.90	\$ 35.72	\$ 39.54

Supplemental Benefits per hour:

Apprentices

All terms \$ 23.60

8-235/B

Laborer - Heavy&Highway

06/01/2025

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

WAGES

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

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

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

GROUP III: Pavement Breakers, Jeepster Operator, Jack Hammer, Pneumatic Tools (all), Gas Driller, Guniting, Railroad Spike Puller, Pipelayer, Chain Saw, Deck winches on scows, Power Buggy Operator, Power Wheelbarrow Operator, Bar Person Helper, Compressed Air lance, Water Jet Lance.

GROUP IV: Concrete Laborers, Asph. Worker, Rock Scaler, Vibrator Oper., Bil Grinder, Air Tamper, Pumps, Epoxy (adhesives, fillers and troweled on), Barco Rammer, Concrete Grinder, Crack Router Operator, Guide Rail-digging holes and placing concrete and demolition when not to be replaced, distribution of materials and tightening of bolts.

GROUP V: Drillers Helpers, Common Laborer, Mason Tenders, Signal Person, Pit Person, Truck Spoiler, Powder Person, Landscape/Nursery Person, Dump Person, Temp. Heal.

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

Wages:(per hour) 07/01/2024

GROUP I	\$ 50.62*
GROUP II	49.27*
GROUP III	48.87*
GROUP IV	48.52*
GROUP V	48.17*
GROUP VIA	50.17*
Operator Qualified	
Gas Mechanic(A Mech)	60.62*
Flagperson	41.82*

*NOTE: To calculate overtime premiums, deduct \$0.10 from above wages

SHIFT WORK

A shift premium will be paid on Public Work contracts for off-shift or irregular shift work when mandated by the NYS D.O.T. or other Governmental Agency contracts. Employees shall receive an additional 15% per hour above current rate for all regular and irregular shift work. Premium pay shall be calculated using the 15% per hour differential as base rate.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker:

First 40 Hours
Per Hour \$ 27.78

Over 40 Hours

Per Hour 21.03

OVERTIME PAY

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

HOLIDAY

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

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

NOTE: For Holiday Overtime: 5, 6 - Code 'S' applies
 For Holiday Overtime: 8, 15, 25, 26 - Code 'R' applies

REGISTERED APPRENTICES

	1st term 1-1000hrs	2nd term 1001-2000hrs	3rd term 2001-3000hrs	4th term 3001-4000hrs
07/01/2024	\$ 28.07	\$ 33.12	\$ 37.94	\$ 42.76

Supplemental Benefits per hour:

1st term	\$ 3.85 - After 40 hours: \$ 3.50
2nd term	\$ 3.95 - After 40 hours: 3.50
3rd term	\$ 4.15 - After 40 hours: 3.90
4th term	\$ 5.00 - After 40 hours: 4.40

8-60H/H

Laborer - Tunnel

06/01/2025

JOB DESCRIPTION Laborer - Tunnel

DISTRICT 11

ENTIRE COUNTIES

Columbia, Dutchess, Greene, Orange, Otsego, Putnam, Rockland, Sullivan, Ulster, Westchester

PARTIAL COUNTIES

Chenango: Townships of Columbus, Sherburne and New Berlin.

Delaware: Townships of Andes, Bovina, Middletown, Roxbury, Franklin, Hamden, Stamford, Delhi, Kortright, Harpersfield, Mendeth and Davenport.

WAGES

Class 1: All support laborers/sandhogs working above the shaft or tunnel.

Class 2: All laborers/sandhogs working in the shaft or tunnel.

Class 4: Safety Miners

Class 5: Site work related to Shaft/Tunnel

WAGES: (per hour)

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

Toxic and hazardous waste, lead abatement and asbestos abatement work will be paid an additional \$ 3.00 an hour.

SHIFT WORK

SHIFT DIFFERENTIAL...On all Government mandated irregular shift work:

- Employee shall be paid at time and one half the regular rate Monday through Friday.
- Saturday shall be paid at 1.65 times the regular rate.
- Sunday shall be paid at 2.15 times the regular rate.

SUPPLEMENTAL BENEFITS

Per hour.

Benefit 1	\$ 36.98	\$ 38.23
Benefit 2	55.39	59.99
Benefit 3	74.58	76.73

Benefit 1 applies to straight time hours, paid holidays not worked.

Benefit 2 applies to over 8 hours in a day (M-F), irregular shift work hours worked, and Saturday hours worked.

Benefit 3 applies to Sunday and Holiday hours worked.

OVERTIME PAY

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

HOLIDAY

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

When a recognized Holiday falls on Saturday or Sunday, holidays falling on Saturday shall be recognized or observed on Friday and holidays falling on Sunday shall be recognized or observed on Monday. Employees ordered to work on the Saturday or Sunday of the holiday or on the recognized or the observed Friday or Monday for those holidays falling on Saturday or Sunday shall receive double time the established rate and benefits for the holiday.

REGISTERED APPRENTICES

FOR APPRENTICE RATES, refer to the appropriate Laborer Heavy & Highway wage rate contained in the wage schedule for the County and location where the work is to be performed.

11-17/60/235/754 fun

Lineman Electrician **06/01/2025**

JOB DESCRIPTION Lineman Electrician

DISTRICT 6

ENTIRE COUNTIES

Westchester

WAGES

A Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors, assembly of all electrical materials, conduit, pipe or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

Crane Operators: Operation of any type of crane on line projects.

Crawler Backhoe: Operation of tracked excavator/crawler backhoe with 1/2 yard bucket or larger on line projects.

Digging Machine Operator: All other digging equipment and augering on line projects.

A Groundman/Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, lamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chainsaws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator equipment/operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/truck driver may assist in installing conduit, pipe, cables and equipment.

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

Below rates apply to electrical overhead and underground distribution and maintenance work and overhead and underground transmission line work, electrical substations, switching structures, continuous pipe-type underground fluid or gas filled transmission conduit and cable installations, maintenance jobs or projects, railroad catenary installations and maintenance, third rail installations, the bonding of rails and the installation of fiber optic cable. Includes access matting for line work.

Per hour: 07/01/2024

Group A:

Lineman, Tech, Welder	\$ 61.91
Crane, Crawler Backhoe	61.91
Cable Spicer-Pipe Type	68.10
Cert. Welder-Pipe Type	65.01

Group B:

Digging Mach Operator	55.72
Tractor Trailer Driver	52.62
Groundman, Truck Driver	49.53
Equipment Mechanic	49.53
Flagman	37.15

Additional \$1.00 per hour for entire crew when a helicopter is used.

SHIFT WORK

THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1ST SHIFT	8:00 AM TO 4:30 PM REGULAR RATE
2ND SHIFT	4:30 PM TO 1:00 AM REGULAR RATE PLUS 17.3%
3RD SHIFT	12:30 AM TO 9:00 AM REGULAR RATE PLUS 31.4%

SUPPLEMENTAL BENEFITS

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

	07/01/2024
Group A	\$ 30.90 *plus 7% of the hourly wage paid
Group B	\$ 26.90 *plus 7% of the hourly wage paid

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

OVERTIME PAY

See (B, E, Q, X) on OVERTIME PAGE. NOTE: Double time for emergency work designated by the Dept. of Jurisdiction.

WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

Paid See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.

Overtime See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyworker's Lineman wage.

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

SUPPLEMENTAL BENEFITS per hour:

07/01/2024

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

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

6-1249aWest

Lineman Electrician - Teledata

06/01/2025

JOB DESCRIPTION Lineman Electrician - Teledata

DISTRICT 6

ENTIRE COUNTIES

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

Per hour:

For outside work, stopping at first point of attachment (demarcation).

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

NOTE: EXCLUDES Teledata work within ten (10) feet of High Voltage (600 volts and over) transmission lines. For this work please see LINEMAN.

SHIFT WORK

THE FOLLOWING RATES APPLY WHEN THE CONTRACTING AGENCY MANDATES MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION ARE WORKED. WHEN TWO (2) OR THREE (3) SHIFTS ARE WORKED THE FOLLOWING RATES APPLY:

1ST SHIFT	REGULAR RATE	
2ND SHIFT	REGULAR RATE PLUS 10%	
3RD SHIFT	REGULAR RATE PLUS 15%	
SUPPLEMENTAL BENEFITS		
Per hour:	07/01/2024	01/01/2025
Journeyworker	\$ 5.70	\$ 5.70
	*plus 3% of the hour wage paid	*plus 3% of the hour wage paid

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

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

6-1249LT - Teledata

Lineman Electrician - Traffic Signal, Lighting

06/01/2025

JOB DESCRIPTION Lineman Electrician - Traffic Signal, Lighting

DISTRICT 6

ENTIRE COUNTIES

Westchester

WAGES

Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors which includes, but is not limited to road loop wires; conduit and plastic or other type pipes that carry conductors, flex cables and connectors, and to oversee the encasement or burial of such conduits or pipes.

Crane Operators: Operation of any type of crane on Traffic Signal/Lighting projects.

Crawler Backhoe: Operation of tracked excavator/crawler backhoe with 1/2 yard bucket or larger on Traffic Signal/Lighting projects.

Digging Machine Operator: All other digging equipment and augering on Traffic Signal/Lighting projects.

A Groundman/Groundman Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chainsaws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator/equipment operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/truck driver may assist in installing conduit, pipe, cables and equipment.

A flagger's duties shall consist of traffic control only.

Per hour:	07/01/2024
Group A:	
Lineman, Technician	\$ 55.95
Crane, Crawler Backhoe	55.95
Certified Welder	58.75
Group B:	
Digging Machine	50.36
Tractor Trailer Driver	47.56
Groundman, Truck Driver	44.76
Equipment Mechanic	44.76
Flagman	33.57

Above rates are applicable for installation, testing, operation, maintenance and repair on all Traffic Control (Signal) and Illumination (Lighting) projects, Traffic Monitoring Systems, and Road Weather Information Systems. Includes digging of holes for poles, anchors, footer foundations for electrical equipment; assembly of all electrical materials or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

SHIFT WORK

THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1ST SHIFT	8:00 AM TO 4:30 PM REGULAR RATE
2ND SHIFT	4:30 PM TO 1:00 AM REGULAR RATE PLUS 17.3%
3RD SHIFT	12:30 AM TO 9:00 AM REGULAR RATE PLUS 31.4%

SUPPLEMENTAL BENEFITS

Per hour worked:

07/01/2024

Group A \$ 30.90
 *plus 7% of
 the hourly
 wage paid

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

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

OVERTIME PAY

See (B, E, Q, X) on OVERTIME PAGE. *Note* Double time for emergency work designated by the Dept. of Jurisdiction.

WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

Paid: See (5, 6, 8, 13, 25) on HOLIDAY PAGE and Governor of NYS Election Day.

Overtime: See (5, 6, 8, 13, 25) on HOLIDAY PAGE and Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyworker's Lineman wage.

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

SUPPLEMENTAL BENEFITS per hour:

07/01/2024

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

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

6-1249aWestLT

Mason - Building **06/01/2025**

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Nassau, Rockland, Suffolk, Westchester

WAGES

Per hour: 07/01/2024 12/02/2024

Tile Setters \$ 63.91 \$ 64.16

SUPPLEMENTAL BENEFITS

Per Hour: \$ 27.66* \$ 28.11*
 +8.50 +8.51

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

OVERTIME PAY

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

Work beyond 10 hours on Saturday shall be paid at double the hourly wage rate.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE.

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

REGISTERED APPRENTICES

Wage per hour:

(750 hour) term at the following wage rate.

Term:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6750	6501-7000
07/01/2024									
\$22.19	\$27.21	\$34.45	\$39.40	\$43.07	\$46.58	\$50.23	\$55.24	\$57.71	\$62.00
12/02/24									
\$22.29	\$27.35	\$34.36	\$39.41	\$43.05	\$46.60	\$50.29	\$55.33	\$57.84	\$62.20

Supplemental Benefits per hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
07/01/2024									
\$12.55*	\$12.55*	\$15.36*	\$15.36*	\$16.36*	\$17.86*	\$18.86*	\$18.86*	\$18.86*	\$24.11*
+\$1.76	+\$1.81	+\$1.91	+\$1.96	+\$1.43	+\$1.48	+\$1.91	+\$1.97	+\$4.57	+\$5.18
12/02/24									
\$12.70*	\$12.70*	\$15.81*	\$15.81*	\$16.81*	\$18.31*	\$19.31*	\$19.31*	\$19.31*	\$24.56*
+\$1.76	+\$1.81	+\$1.91	+\$1.96	+\$1.43	+\$1.48	+\$1.91	+\$1.97	+\$4.57	+\$5.18

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

9-7/52A

Mason - Building

06/01/2025

JOB DESCRIPTION Mason - Building

DISTRICT 11

ENTIRE COUNTIES

Putnam, Rockland, Westchester

PARTIAL COUNTIES

Orange: Only the Township of Tuxedo.

WAGES

Per hour:

07/01/2024

Bricklayer	\$ 47.44
Cement Mason	47.44
Plasterer/Stone Mason	47.44
Pointer/Caulker	47.44

Additional \$1.00 per hour for power saw work

Additional \$0.50 per hour for swing scaffold or staging work

SHIFT WORK

SHIFT WORK: When shift work or an irregular workday is mandated or required by state, federal, county, local or other governmental agency contracts, the following premiums apply:

Irregular workday requires 15% premium

Second shift an additional 15% of wage plus benefits to be paid

Third shift an additional 25% of wage plus benefits to be paid

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 38.50

OVERTIME PAY

OVERTIME:

Cement Mason See (B, E, Q, W) on OVERTIME PAGE.

All Others See (B, E, Q) on OVERTIME PAGE.

HOLIDAY

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

Whenever any of the above holidays fall on Sunday, they will be observed on Monday. Whenever any of the above holidays fall on Saturday, they will be observed on Friday.

REGISTERED APPRENTICES

Wages per hour:

750 hour terms at the following percentage of Journeyman's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

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

11-5wp-b

Mason - Building

06/01/2025

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Building

	07/01/2024	01/01/2025
Wages per hour:		
Mosaic & Terrazzo Mechanic	\$ 60.98	\$ 61.33
Mosaic & Terrazzo Finisher	58.98	59.72

SUPPLEMENTAL BENEFITS

Per hour:

Mosaic & Terrazzo Mechanic	\$ 31.36*	\$ 31.48*
	+ \$9.78	+ \$10.39
Mosaic & Terrazzo Finisher	\$ 31.36*	\$ 31.46*
	+ \$9.77	+ \$10.38

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

OVERTIME PAY

See (A, E, Q) on OVERTIME PAGE

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

HOLIDAY

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

Easter Sunday is an observed holiday. Holidays falling on a Saturday will be observed on that Saturday. Holidays falling on a Sunday will be celebrated on the Monday.

REGISTERED APPRENTICES

Wages Per hour:

	1st	2nd	3rd	4th	5th	6th
	0- 1500	1501- 3000	3001- 3750	3751- 4500	4501- 5250	5251- 6000
07/01/2024	\$ 25.19	\$ 32.39	\$ 38.18	\$ 40.78	\$ 49.00	\$ 55.75
01/01/2025	25.36	32.60	39.95	41.09	49.37	56.15

Supplemental Benefits per hour:

07/01/2024	\$7.12*	\$9.16*	\$17.22*	\$23.86*	\$24.86*	\$27.36*
	+ 3.43	+ 4.40	+ 5.87	+ 6.84	+ 7.83	+ 8.80
01/01/2025	\$7.12*	\$9.16*	\$15.72*	\$23.86*	\$24.86*	\$27.36*
	+ 3.64	+ 4.67	+ 6.24	+ 7.27	+ 8.31	+ 9.35

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

9-7/3

Mason - Building	06/01/2025

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour:	07/01/2024	01/06/2025

Building-Marble Restoration:

Marble, Stone & Terrazzo Polisher	\$ 47.72	\$ 47.93

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker:

Building-Marble Restoration:

Marble, Stone & Polisher	\$ 31.50	\$ 31.86

OVERTIME PAY

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

* On Saturdays, 8th hour and successive hours paid at double hourly rate.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

WAGES per hour:

900 hour term at the following wage:

	1st 1- 900	2nd 901- 1800	3rd 1801- 2700	4th 2701
07/01/2024	\$ 33.40	\$ 38.18	\$ 42.94	\$ 47.72
01/06/2025	33.54	38.34	43.13	47.93
Supplemental Benefits Per Hour:				
07/01/2024	29.06	29.87	30.69	31.50
01/06/2025	29.59	30.34	31.11	31.86

9-7/24-MP

Mason - Building	06/01/2025

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per Hour:	07/01/2024	01/06/2025

Marble Cutters & Setters	\$ 63.92	\$ 64.21

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker \$ 40.05 \$ 40.51

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wage Per Hour:

750 hour terms at the following wage

1st	2nd	3rd	4th	5th	6th	7th	8th
0-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6750	6751-7500	7500+
07/01/2024 \$ 27.01	\$ 40.52	\$ 43.88	\$ 47.26	\$ 50.64	\$ 54.32	\$ 60.71	\$ 63.92
01/06/2025 \$ 27.24	\$ 40.84	\$ 44.25	\$ 47.63	\$ 51.05	\$ 54.58	\$ 60.99	\$ 64.21

Supplemental Benefits per hour:

1st	2nd	3rd	4th	5th	6th	7th	8th
07/01/2024 \$ 26.42	\$ 29.76	\$ 30.61	\$ 31.44	\$ 32.28	\$ 37.55	\$ 39.23	\$ 40.05
01/06/2025 \$ 26.88	\$ 30.14	\$ 30.95	\$ 31.78	\$ 32.59	\$ 38.07	\$ 39.71	\$ 40.51

9-7/4

Mason - Building

06/01/2025

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Nassau, Rockland, Suffolk, Westchester

WAGES

Per hour: 07/01/2024 12/02/2024

Tile Finisher \$ 49.08 \$ 49.21

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per Hour: \$ 24.56* \$ 25.01*
 + 8.32 + 8.33

*This portion of benefits is subjected to same premium rate as shown for overtime wages

OVERTIME PAY

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

*Work beyond 10 hours on a Saturday shall be paid at double the hourly wage rate.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 15, 18, 25) on HOLIDAY PAGE

9-7/88A-16

Mason - Building

06/01/2025

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2024 01/06/2025

Marble, Stone, Maintenance Finishers: \$ 27.72 \$ 27.99

Note 1: An additional \$2.00 per hour for time spent grinding floor using

"60 grit" and below.

Note 2: Flaming equipment operator
 shall be paid an additional \$25.00 per day.

SUPPLEMENTAL BENEFITS

Per Hour:

Marble, Stone

Maintenance Finishers:	\$ 15.74	\$ 15.88

OVERTIME PAY

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

*Double hourly rate after 8 hours on Saturday

HOLIDAY

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

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

1st term apprentice gets paid for all observed holidays.

REGISTERED APPRENTICES

WAGES per hour:

	07/01/2024	01/06/2025
0-750	\$ 22.32	\$ 22.91
751-1500	23.04	23.59
1501-2250	23.75	24.26
2251-3000	24.48	24.95
3001-3750	25.56	25.96
3751-4500	27.00	27.32
4501+	27.72	27.99

Supplemental Benefits:

Per hour:

0-750	12.69	12.43
751-1500	13.10	12.89
1501-2250	13.51	13.35
2251-3000	13.91	13.80
3001-3750	14.52	14.50
3751-4500	15.33	15.41
4501+	15.74	15.88

9-7/24M-MF

Mason - Building / Heavy&Highway

06/01/2025

JOB DESCRIPTION Mason - Building / Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2024 01/06/2025

Marble-Finisher	\$ 49.99	\$ 50.22

SUPPLEMENTAL BENEFITS

Journeyworker:

Per hour

Marble- Finisher	\$ 37.39	\$ 37.69

OVERTIME PAY

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

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

HOLIDAY

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

When an observed holiday falls on a Sunday, it will be observed the next day.

9-7/20-MF

Mason - Heavy&Highway

06/01/2025

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Putnam, Rockland, Westchester

PARTIAL COUNTIES

Orange: Only the Township of Tuxedo.

WAGES

Per hour:

07/01/2024

Bricklayer	\$ 47.94
Cement Mason	47.94
Marble/Stone Mason	47.94
Plasterer	47.94
Pointer/Caulker	47.94

Additional \$1.00 per hour for power saw work

Additional \$0.50 per hour for swing scaffold or staging work

SHIFT WORK

When shift work or an irregular workday is mandated or required by state, federal, county, local or other governmental contracts, the following rates apply:

Irregular workday requires 15% premium

Second shift an additional 15% of wage plus benefits to be paid

Third shift an additional 25% of wage plus benefits to be paid

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman: \$ 38.50

OVERTIME PAY

Cement Mason See (B, E, Q, W)

All Others See (B, E, Q,)

HOLIDAY

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

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

• Whenever any of the above holidays fall on Sunday, they will be observed on Monday. Whenever any of the above holidays fall on Saturday, they will be observed on Friday.

• Supplemental Benefits are not paid for paid Holiday

• If Holiday is worked, Supplemental Benefits are paid for hours worked.

• Whenever an Employee works within three (3) calendar days before a holiday, the Employee shall be paid for the Holiday.

REGISTERED APPRENTICES

Wages per hour:

750 hour terms at the following percentage of Journeyman's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

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

11-5WP-H/H

Operating Engineer - Building

06/01/2025

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 9

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Dutchess: that part of Dutchess County lying south of the North City Line of the City of Poughkeepsie.

WAGES

NOTE: Construction surveying

Party Chief--One who directs a survey party

Instrument Man--One who runs the instrument and assists Party Chief.

Rodman--One who holds the rod and assists the Survey Crew

Wages (Per Hour) 07/01/2024

Building Construction:

Party Chief	\$ 79.99
Instrument Man	60.36
Rodman	40.45

Steel Erection:

Party Chief	83.13
Instrument Man	64.21
Rodman	44.33

**Heavy Construction-NYC counties only:
(Foundation, Excavation.)**

Party Chief	88.06
Instrument man	65.66
Rodman	55.70

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2024

Building Construction \$ 28.63* +\$ 7.65

Steel Erection 29.23* + 7.65

Heavy Construction 30.04* + 7.64

* This portion subject to SAME premium as wages

Non-Worked Holiday Supplemental Benefit: 21.83

OVERTIME PAY

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

Code "A" applies to Building Construction and has double the rate after 7 hours on Saturdays.

Code "B" applies to Heavy Construction and Steel Erection and has double the rate after 8 hours on Saturdays.

HOLIDAY

Paid: See (5, 6, 9, 11, 15, 16, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 9, 11, 15, 16, 25) on HOLIDAY PAGE

9-150b

Operating Engineer - Building 06/01/2025

JOB DESCRIPTION Operating Engineer - Building

DISTRICT B

ENTIRE COUNTIES

Pulnam, Westchester

PARTIAL COUNTIES

Dutchess: All the counties of Westchester and Pulnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 44 east to Route 343, then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

WAGES

GROUP I:

Cranes (All Types up to 49 tons), Boom Trucks, Cherry Pickers (All Types), Clamshell Crane, Derrick (Stone and Steel), Dragline, Frankl Pile Rig or similar, High Lift (Lull) or similar) with crane attachment and winch used for hoisting or lifting, Hydraulic Cranes, Pile Drivers, Potain and similar.

Cranes (All types 50-99 tons), Drill Rig Casa Grande (CA11 or similar), Frankl Pile Rig or similar, Hydraulic Cranes (All types including Crawler Cranes- No specific boom length).

Cranes (All types 100 tons and over), All Tower Cranes, All Climbing Cranes irrespective of manufacturer and regardless of how the same is rigged, Frankl Pile Rig or similar, Conventional Cranes (All types including Crawler Cranes-No specific boom length), Hydraulic Cranes.

GROUP I-A: Barber Green Loader-Euclid Loader, Bulldozer, Carrier-Trailer Horse, Concrete Cleaning Decontamination Machine Operator, Concrete-Portable Holst, Conway or Similar Mucking Machines, Elevator & Cage, Excavators all types, Front End Loaders, Gradall, Shovel, Backhoe, etc.(Crawler or Truck), Heavy Equipment Robotics Operator/Mechanic, Hoist Engineer-Material, Hoist Portable Mobile Unit, Hoist(Single, Double or Triple Drum), Horizontal Directional Drill Locator, Horizontal Directional Drill Operator and Jersey Spreader, Lefebvreau or Tourlapull(Scrapers over 20 yards Struck), Lift Slab Console, etc., Lift HiLift or Similar, Master Environmental Maintenance Mechanics, Mucking Machines Operator/Mechanic or Similar Type, Overhead Crane, Pavement Breaker(Air Ram), Paver(Concrete), Post Hole Digger, Power House Plant, Road Boring Machine, Road Mix Machine, Ross Carrier and Similar Machines, Rubber tire double end backhoes and similar machines, Scoopmobile Tractor-Shovel Over 1.5 yards, Shovel (Tunnels), Spreader (Asphalt) Telephie(Cableway), Tractor Type Demolition Equipment, Trenching Machines-Vermeer Concrete Saw Trencher and Similar, Ultra High Pressure Waterjet Cutting Tool System, Vacuum Blasting Machine operator/mechanic, Winch Truck A Frame.

GROUP I-B: Compressor (Steel Erection), Mechanic (Outside All Types), Negative Air Machine (Asbestos Removal), Push Button (Buzz Box) Elevator.

GROUP II: Compactor Self-Propelled, Concrete Pump, Crane Operator in Training (Over 100 Tons), Grader, Machines Pulling Sheep's Foot Roller, Roller (4 ton and over), Scrapers (20 yards Struck and Under), Vibratory Rollers, Welder.

GROUP III-A: Asphalt Plant, Concrete Mixing Plants, Forklift (All power sources), Joy Drill or similar, Tractor Drilling Machine, Loader (1 1/2 yards and under), Portable Asphalt Plant, Portable Batch Plant, Portable Crusher, Skid Steer (Bobcat or similar), Stone Crusher, Well Drilling Machine, Well Point System.

GROUP III-B: Compressor Over 125 cu. Feet. Conveyor Belt Machine regardless of size, Compressor Plant, Ladder Holst, Stud Machine

GROUP IV-A: Batch Plant, Concrete Breaker, Concrete Spreader, Curb Cutter Machine, Finishing Machine-Concrete, Fine Grading Machine, Hepa Vac Clean Air Machine, Material Hopper(sand, stone, cement), Mulching Grass Spreader, Pump Gypsum etc, Pump-Plaster-Grout-Fireproofing, Roller(Under 4 Ton),Spreading and Finc Grading Machine, Steel Cutting Machine, Siphon Pump, Tar Joint Machine, Television Cameras for Water, Sewer, Gas etc. Turbo Jet Burner or Similar Equipment, Vibrator (1 to 5).

GROUP IV-B: Compressor (all types), Heater (All Types), Fire Watchman, Lighting Unit (Portable & Generator) Pump, Pump Station(Water, Sewer, Portable, Temporary), Welding Machine (Steel Erection & Excavation).

GROUP V: Mechanics Helper, Motorized Roller (walk behind), Stock Attendant, Welder's Helper, Maintenance Engineer Crane(75 ton and over).

Group VI-A: Welder Certified

GROUP VI-B: Utility Man, Warehouse Man.

WAGES: (per hour)

07/01/2024

GROUP I	
Cranes- up to 49 tons	\$ 67.43
Cranes- 50 tons to 99 tons	69.77
Cranes- 100 tons and over	79.64
GROUP I-A	59.01
GROUP I-B	54.41
GROUP II	58.97
GROUP III-A	54.88
GROUP III-B	52.25
GROUP IV-A	54.33
GROUP IV-B	45.94
GROUP V	49.53
Group VI-A	57.96
GROUP VI-B	
Utility Man	47.00
Warehouse Man	49.26

An additional 20% to wage when required to wear protective equipment on hazardous/toxic waste projects.

Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional \$2.00 per hour.

Engineers operating cranes with booms 149 feet or over in length will be paid an additional \$3.00 per hour.

Loader operators over 5 cubic yard capacity additional .50 per hour.

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 32.32

OVERTIME PAY

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

HOLIDAY

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

8-137B

Operating Engineer - Heavy&Highway

06/01/2025

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 8

ENTIRE COUNTIES

Pulnam, Westchester

PARTIAL COUNTIES

Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 44 east to Route 343, then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

WAGES

GROUP I: Boom Truck, Cherry Picker, Clamshell, Crane, (Crawler, Truck),

Dragline, Drill Rig (Casa Grande, Cat, or Similar), Floating Crane (Crane on Barges) under 100 tons, Gin Pole, Hoist Engineer-Concrete (Crane-Derrick-Mine Hoist), Knuckle Boom Crane, Rough Terrain Crane,

GROUP I-A: Auger (Truck or Truck Mounted), Boat Captain, Bulldozer-All Sizes, Central Mix Plant Operator, Chipper (all types), Close Circuit T.V., Combination Loader/Backhoe, Compactor with Blade, Concrete Finishing Machine, Gradall, Grader (Motor Grader), Elevator & Cage (Materials or Passenger), Excavator (and all attachments), Front End Loaders (1 1/2 yards and over), High Lift Lull and similar, Hoist (Single, Double, Triple Drum), Hoist Portable Mobile Unit, Hoist Engineer (Material), Jack and Bore Machine, Log Skidders, Mill Machines, Mucking Machines, Overhead Crane, Paver (concrete), Post Pounder (of any type), Push Cats, Road Reclaimer, Robot Hammer (Brokk or similar), Robotic Equipment (Scope of Engineer Schedule), Ross Carrier and similar, Scrapers (20 yard struck and over), Side Boom, Slip Form Machine, Spreader (Asphalt), Trenching Machines (Telephes-Vermorel Concrete Saw), Tractor Type Demolition Equipment, Vacuum Truck, Vibratory Roller(Riding) or Roller used in mainline paving operations.

GROUP I-B: Asphalt Mobile Conveyor/Transfer Machine, Road Paver (Asphalt).

GROUP II-A: Ballast Regulators, Compactor Self Propelled, Fusion Machine, Rail Anchor Machines, Roller (4 ton and over), Scrapers (20 yard struck and under).

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

GROUP III: Air Tractor Drill, Asphalt Plant, Batch Plant, Boiler (High Pressure), Concrete Breaker (Track or Rubber Tire), Concrete Pump, Concrete Spreader, Excavator Drill, Farm Tractor, Forklift (all types), Gas Tapping (Live), Hydroseeder, Loader (1 1/2 yards and under), Locomotive (all sizes), Machine Pulling Sheeps Foot Roller, Portable Asphalt Plant, Portable Batch Plant, Portable Crusher (Apprentice), Powerhouse Plant, Roller (under 4 ton), Sheer Excavator, Skid Steer/Bobcat, Stone Crusher, Sweeper (with seat), Well Drilling Machine.

GROUP IV: Service Person (Grease Truck), Deckhand

GROUP IV-B: Conveyor Belt Machine (Truck Mounted), Heater (all types), Lighting Unit (Portable), Maintenance Engineer (For Crane Only), Mechanics Helper, Pump (Fireproofing), Pumps-Pump Station/Water/Sewer/Gypsum/Plaster, etc., Pump Truck (Sewer Jet or Similar), Welders Helper, Welding Machine (Steel Erection), Well Point System.

GROUP V: All Tower Cranes-All Climbing Cranes and all cranes of 100-ton capacity or greater (3900 Manitowac or similar) irrespective of manufacturer and regardless of how the same is rigged, Hoist Engineer (Steel), Engineer-Pile Driver, Jersey Spreader, Pavement Breaker/Post Hole Digger.

WAGES: Per hour: 07/01/2024

Group I	\$ 88.63
Group I-A	60.42
Group I-B	63.70
Group II-A	57.84
Group II-B	59.67
Group III	56.81
Group IV	51.57
Group IV-B	44.19
Group V	
Engineer All Tower, Climbing and	
Cranes of 100 Tons	77.82
Hoist Engineer(Steel)	70.41

Engineer(Pile Driver)	75.13
Jersey Spreader, Pavement Breaker (Air Ram)Post Hole Digger	59.19

Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional \$2.00 per hour over the rate listed in the Wage Schedule. Engineers operating cranes with booms 149 feet or over in length will be paid an additional \$3.00 per hour over the rate listed in the Wage Schedule. Loader and Excavator Operators: over 5 cubic yards capacity \$0.50 per hour over the rate listed in the Wage Schedule. Shovel Operators: over 4 cubic yards capacity \$1.00 per hour over the rate listed in the Wage Schedule.

SHIFT WORK

A 15% premium on all hours paid, including overtime hours for 2nd, 3rd shifts on all government mandated off-shift work

SUPPLEMENTAL BENEFITS

Per hour:

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

*This amount is subject to premium

OVERTIME PAY

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

HOLIDAY

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

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

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

** For Holiday Codes 5 & 6 code U applies

Note: If employees are required to work on Easter Sunday they shall be paid at the rate of triple time.

REGISTERED APPRENTICES

(1)year terms at the following rate.

1st term	\$ 30.21
2nd term	36.25
3rd term	42.30
4th term	48.34
Supplemental Benefits per hour:	
	26.85

8-137HH

Operating Engineer - Heavy&Highway

06/01/2025

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES

Putnam, Westchester

PARTIAL COUNTIES

Dutchess: South of the North city line of Poughkeepsie

WAGES

Party Chief - One who directs a survey party

Instrument Man - One who runs the instrument and assists Party Chief

Rodman - One who holds the rod and in general, assists the Survey Crew

Categories cover GPS & Underground Surveying

Per Hour: 07/01/2024

Party Chief	\$ 84.94
Instrument Man	63.15
Rodman	53.43

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2024

All Categories
Straight Time: \$ 30.04* + \$7.64

Premium:
Time & 1/2 \$ 45.06* + \$7.64

Double Time \$ 60.08* + \$7.64

Non-Worked Holiday Supplemental Benefits:
\$ 21.83

OVERTIME PAY

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

* Doubletime paid on all hours in excess of 8 hours on Saturday

HOLIDAY

Paid: See (5, 6, 7, 11, 12) on HOLIDAY PAGE
Overtime: See (5, 6, 7, 11, 12) on HOLIDAY PAGE

9-15Dh

Operating Engineer - Heavy&Highway - Tunnel

06/01/2025

JOB DESCRIPTION Operating Engineer - Heavy&Highway - Tunnel

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

PARTIAL COUNTIES

Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 44 east to Route 343, then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River

WAGES

GROUP I: Boom Truck, Cherry Picker, Clamshell, Crano(Crawler, Truck), Dragline, Drill Rig Casa Grande(Cat or Similar), Floating Crano(Crane on Barge-Under 100 Tons), Hoist Engineer(Concrete/Crano-Derrick-Mine Hoist), Knuckle Boom Crane, Rough Terrain Crane.

GROUP I-A: Auger(Truck or Truck Mounted), Boat Captain, Bull Dozer-all sizes, Central Mix Plant Operator, Chipper-all types, Close Circuit T.V., Combination Loader/Backhoe, Compactor with Blade, Concrete Finishing Machine, GradaII, Grader(Motor Grader), Elevator & Cago(Materials or Passengers), Excavator(and all attachments), Front End Loaders(1 1/2 yards and over), High Lift Lull, Hoist(Single, Double, Triple Drum), Hoist Portable Mobile Unit, Hoist Engineer(Material), Jack and Bore Machine, Log Skidder, Milling Machine, Moveable Concrete Barrier Transfer & Transport Vehicle, Mucking Machines, Overhead Crane, Paver(Concrete), Post Pounder of any type, Push Cats, Road Reclaimer, Robot Hammer(Brock or similar), Robotic Equipment(Scope of Engineer Schedule), Ross Carrier and similar machines, Scrapers(20 yards struck and over), Side Boom, Slip Form Machine, Spreader(Asphalt), Trenching Machines, Telephies-Vormeer Concrete Saw, Tractor type demolition equipment, Vacuum Truck, Vibratory Roller (Riding) used in mainline paving operations.

GROUP I-B: Asphalt Mobile Conveyor/Transfer Machine, Road Paver(Asphalt).

GROUP II-A: Ballast Regulators, Compactor(Self-propelled), Fusion Machine, Rail Anchor Machines, Roller(4 ton and over), Scrapers(20 yard struck and under).

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

GROUP III: Air Tractor Drill, Asphalt Plant, Batch Plant, Boiler(High Pressure), Concrete Breaker(Track or Rubber Tire), Concrete Pump, Concrete Spreader, Excavator Drill, Farm Tractor, Forklift(all types of power), Gas Tapping(Live), Hydroseeder, Loader(1 1/2 yards and under), Locomotive(all sizes), Machine Pulling Sheeps Foot Roller, Portable Asphalt Plant, Portable Batch Plant, Portable Crusher(Apprentice), Powerhouse Plant, Roller(under 4 ton), Sheer Excavator, Skidsteer/Bulbcat, Stone Crusher, Sweeper(with scat), Well Drilling Machine.

GROUP IV-A: Service Person(Grease Truck), Deckhand.

GROUP IV-B: Conveyor Belt Machine(Truck Mounted), Heater(all types), Lighting Unit(Portable), Maintenance Engineer(for Crane only), Mechanics Helper, Pump(Fireproofing), Pumps-Pump Station/Water/Sewer/Gypsum/Plaster, etc., Pump Truck(Sewer Jet or similar), Welding Machine(Steel Erection), Welders Helper.

GROUP V-A: Engineer(all Tower Cranes, all Climbing Cranes & all Cranes of 100 ton capacity or greater), Hoist Engineer(Steel-Sub Structure), Engineer-Pile Driver, Jersey-Spreader, Pavement breaker, Post Hole Digger

WAGES: (per hour)

07/01/2024

GROUP I	\$ 68.63
GROUP I-A	60.42
GROUP I-B	63.70
GROUP II-A	57.84
GROUP II-B	59.67
GROUP III	58.81
GROUP IV-A	51.57
GROUP IV-B	44.19
GROUP V-A	
Engineer-Cranes	77.82
Engineer-Pile Driver	75.13
Holst Engineer	70.41
Jersey Spreader/Post	
Hole Digger	59.19

An additional 20% to wage when required to wear protective equipment on hazardous/toxic waste projects. Operators required to use two buckets pouring concrete on other than road pavement shall receive \$0.50 per hour over scale. Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional \$2.00 per hour. Engineers operating cranes with booms 149 feet or over in length will be paid an additional \$3.00 per hour. Operators of shovels with a capacity over (4) cubic yards shall be paid an additional \$1.00 per hour. Operators of loaders with a capacity over (5) cubic yards shall be paid an additional \$0.50 per hour.

SHIFT WORK

A 15% premium on all hours paid, including overtime hours for 2nd, 3rd shifts on all government mandated off-shift work

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker:

\$ 34.85 up to
40 hours
After 40 hours
\$25.55 plus
\$1.25 on all
hours worked

OVERTIME PAY

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

HOLIDAY

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

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

* Note: For Holiday codes 5 & 6, code U applies. For Holiday codes 8, 15, 25, 26, code R applies.

Note: If employees are required to work on Easter Sunday, they shall be paid at the rate of triple time.

REGISTERED APPRENTICES

(1)year terms at the following rates:

1st term	\$ 30.21
2nd term	36.25
3rd term	42.30
4th term	48.34

Supplemental Benefits per hour:

All terms \$ 26.85

8-137Tun

Operating Engineer - Marine Dredging

06/01/2025

JOB DESCRIPTION Operating Engineer - Marine Dredging

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

These wages do not apply to Operating Engineers on land based construction projects. For those projects, please see the Operating Engineer Heavy/Highway Rates. The wage rates below for all equipment and operators are only for marine dredging work in navigable waters found in the counties listed above.

Per Hour: 07/01/2024

CLASS A1 Deck Captain, Levelman, Mechanical Dredge Operator, Licensed Tug Operator 1000HP or more.	\$ 45.26
CLASS A2 Crane Operator (360 swing)	40.33
CLASS B Dozer, Front Loader Operator on Land	To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits.
CLASS B1 Derrick Operator (180 swing) Spider/Spill Barge Operator Operator II, Fill Placer, Engineer Chief Mate, Electrician, Chief Welder, Maintenance Engineer, Licensed Boat, Crew Boat Operator	39.14
CLASS B2 Certified Welder	36.84
CLASS C1 Drag Barge Operator, Steward, Mate, Assistant Fill Placer	35.83
CLASS C2 Boat Operator	34.68
CLASS D Shoreman, Dockhand, Oiler, Rodman, Scowman, Cook, Messman, Porter/Janitor	28.81

SUPPLEMENTAL BENEFITS

Per Hour

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B	\$ 12.00 plus 7% of straight time wage, Overtime hours add \$ 0.63
All Class C & D	\$ 11.75 plus 7% of straight time wage, Overtime hours add \$ 0.50

OVERTIME PAY

See (B2, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 26) on HOLIDAY PAGE

4-25a-MarDredge

Operating Engineer - Survey Crew - Consulting Engineer

06/01/2025

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer

DISTRICT 9

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Dutchess: That part in Dutchess County lying South of the North City line of Poughkeepsie.

WAGES

Feasibility and preliminary design surveying, any line and grade surveying for inspection or supervision of construction.

Per hour: 07/01/2024

Survey Classifications

Party Chief	\$ 49.39
Instrument Man	40.96
Rodman	35.63

SUPPLEMENTAL BENEFITS

Per Hour:

All Crew Members:	\$ 23.75

OVERTIME PAY

OVERTIME:.... See (B, E*, Q, V) ON OVERTIME PAGE.

*Double-time paid on the 9th hour on Saturday.

HOLIDAY

Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

Overtime See (5, 6, 7, 11, 16) on HOLIDAY PAGE

9-15dconsult

Painter

06/01/2025

JOB DESCRIPTION Painter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour:	07/01/2024	05/01/2025
Brush	\$ 52.86*	\$ 54.56*
Abatement/Removal of lead based or lead containing paint on materials to be repainted.	52.86*	54.56*
Spray & Scaffold	\$ 55.86*	57.56*
Fire Escape	55.86*	57.56*
Decorator	55.86*	57.56*
Paperhanger/Wall Coverer	55.09*	55.62*

*Subtract \$ 0.10 to calculate premium rate.

** To be allocated at a later date.

SHIFT WORK

Counties of Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, and Westchester; Agency/Government mandated off-shift work to be paid at time and one-half the hourly wage.

SUPPLEMENTAL BENEFITS

Per hour:

Paperhanger	\$ 36.73	\$ 38.82
All others	34.31	35.23
Premium	38.28**	39.36**

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

OVERTIME PAY

See (A, E, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

One (1) year terms at the following wage rate.

Per hour:	07/01/2024	05/01/2025
Appr 1st term...	\$ 20.22*	\$ 20.76*
Appr 2nd term...	25.93*	26.72*
Appr 3rd term...	31.61*	32.51*
Appr 4th term...	42.40*	43.64*

*Subtract \$ 0.10 to calculate premium rate.

Supplemental benefits:

Per Hour:

Appr 1st term...	\$ 16.89	\$ 17.40
Appr 2nd term...	20.95	21.47
Appr 3rd term...	24.10	24.77
Appr 4th term...	30.57	31.43

8-NYDC9-B/S

Painter

06/01/2025

JOB DESCRIPTION Painter

DISTRICT 8

ENTIRE COUNTIES

Putnam, Suffolk, Westchester

PARTIAL COUNTIES

Nassau: All of Nassau except the areas described below: Atlantic Beach, Cedarhurst, East Rockaway, Gibson, Hewlett, Hewlett Bay, Hewlett Neck, Hewlett Park, Inwood, Lawrence, Lido Beach, Long Beach, parts of Lynbrook, parts of Oceanside, parts of Valley Stream, and Woodmere. Starting on the South side of Sunrise Hwy in Valley Stream running east to Windsor and Rockaway Ave., Rockville Centre is the boundary line up to Lawson Blvd, turn right going west all the above territory. Starting at Union Turnpike and Lakeville Rd. going north to Northern Blvd, the west side of Lakeville road to Northern Blvd. At Northern Blvd, going east the district north of Northern Blvd. to Port Washington Blvd. West of Port Washington Blvd. to St. Francis Hospital then north of first traffic light to Port Washington and Sands Point Manor. HAVEN, Harbour Acres.

WAGES

Per hour:	07/01/2024	05/01/2025
Drywall Taper:	\$ 52.86*	\$ 54.56*
Scaffold:	\$ 55.86*	\$ 57.56*

*Subtract \$ 0.10 to calculate premium rate.

SHIFT WORK

Agency/Government mandated off-shift work to be paid at time and one-half hourly wage

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 34.31	\$ 35.23

OVERTIME PAY

See (A, E, R) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wages - Per Hour:

1500 hour terms at the following wage rate:

1st term	\$ 20.22*	\$ 20.76*
2nd term	25.93*	26.72*
3rd term	31.61*	32.51*
4th term	42.40*	43.64*

*Subtract \$ 0.10 to calculate premium rate.

Supplemental Benefits - Per hour:

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

1st year	\$ 16.89	\$ 17.40
2nd year	20.95	21.47
3rd year	24.10	24.77
4th year	30.57	31.43

8-NYDCT9-DWT

Painter - Bridge & Structural Steel

06/01/2025

JOB DESCRIPTION Painter - Bridge & Structural Steel

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per Hour:

STEEL:

Bridge Painting: 07/01/2024
\$ 56.00
+ 10.35*

ADDITIONAL \$7.00 per hour for POWER TOOL/SPRAY, whether straight time or overtime.

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

* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (50 hour cap).

NOTE: Generally, for Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

SHIFT WORK

When directly specified in public agency or authority contract documents for an employer to work a second shift and works the second shift with employees other than from the first shift, all employees who work the second shift will be paid 10% of the base wage shift differential in lieu of overtime for the first eight (8) hours worked after which the employees shall be paid at time and one half of the regular wage rate. When a single irregular work shift is mandated in the job specifications or by the contracting agency, wages shall be paid at time and one half for single shifts between the hours of 3pm-11pm or 11pm-7am.

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker: \$ 12.43
+ 31.55*

* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (50 hour cap).

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wage - Per hour:

Apprentices: (1) year terms.

1st year	\$ 22.40 + 4.14
2nd year	\$ 33.60 + 6.21
3rd year	\$ 44.80 + 8.28
Supplemental Benefits - Per hour:	
1st year	\$ 1.16 + 12.62
2nd year	\$ 7.46 + 18.93
3rd year	\$ 9.94 + 25.24

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

8-DC-8/806/155-BrSS

Painter - Line Striping **06/01/2025**

JOB DESCRIPTION Painter - Line Striping

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour:

	07/01/2024	04/01/2025	04/01/2026
Painter (Striping-Highway):			
Striping-Machine Operator*	\$ 34.12	\$ 35.49	\$ 36.93
Linerman Thermoplastic	41.12	42.74	44.44

Note: * Includes but is not limited to: Positioning of cones and directing of traffic using hand held devices. Excludes the Driver/Operator of equipment used in the maintenance and protection of traffic safety.

SHIFT WORK

When directly specified in public agency or authority contract documents there shall be a 30% night shift premium pay differential for all work performed after 9:00pm and before 5:00am.

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyworker:

Striping Machine Operator:	\$23.65	\$ 24.30	\$ 24.95
Linerman Thermoplastic:	23.65	24.30	24.95

OVERTIME PAY

See (B, B2, E2, F, S) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 20) on HOLIDAY PAGE

Overtime: See (5, 20) on HOLIDAY PAGE

REGISTERED APPRENTICES

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

	07/01/2024	01/01/2025	04/01/2025	04/01/2026
1st Term:	\$ 16.00	\$ 16.50	\$ 16.50	\$ 16.50
2nd Term:	20.47	20.47	21.29	22.16
3rd Term:	27.30	27.30	28.39	29.54

Supplemental Benefits per hour:

All terms:	\$ 23.65	\$ 23.85	\$ 24.30	\$ 24.95

8-1456-LS

Painter - Metal Polisher **06/01/2025**

JOB DESCRIPTION Painter - Metal Polisher

DISTRICT 8

ENTIRE COUNTIES

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauque, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

	07/01/2024
Metal Polisher	\$ 39.33
Metal Polisher*	40.43
Metal Polisher**	43.33

*Note: Applies on New Construction & complete renovation

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

SUPPLEMENTAL BENEFITS

Per Hour	07/01/2024

Journeyworker:
All classification \$ 12.79

OVERTIME PAY

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

HOLIDAY

Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

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

07/01/2024

1st year	\$ 19.67
2nd year	21.63
3rd year	23.60

1st year*	\$ 22.06
2nd year*	22.07
3rd year*	24.14

1st year**	\$ 22.17
2nd year**	24.13
3rd year**	26.10

*Note: Applies on New Construction & complete renovation

** Note: Applies when working on scaffolds over 34 feet

Supplemental benefits:

Per hour:

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

8-8A/28A-MP

Plumber

06/01/2025

JOB DESCRIPTION Plumber

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

WAGES

Per hour:

07/01/2024

Plumber and Steamfitter	\$ 63.76

SHIFT WORK

SHIFT WORK:

When directly specified in public agency or authority contract documents, shift work outside the regular hours of work shall be comprised of eight (8) hours per shift not including Saturday, Sundays and holidays. One half (1/2) hour shall be allowed for lunch after the first four (4) hours of each shift. Wage and Fringes for shift work shall be straight time plus a shift premium of twenty-five (25%) percent. A minimum of five days Monday through Friday must be worked to establish shift work.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 43.61

OVERTIME PAY

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

OVERTIME: See on OVERTIME PAGE.

HOLIDAY

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

REGISTERED APPRENTICES

(1)year terms at the following wages:

1st Term	\$ 23.75
2nd Term	27.23
3rd Term	31.47
4th Term	44.80
5th Term	48.05

Supplemental Benefits per hour:

1st term	\$ 17.94
2nd term	20.05
3rd term	23.82
4th term	31.51
5th term	33.42

8-21.1-ST

Plumber - HVAC / Service

06/01/2025

JOB DESCRIPTION Plumber - HVAC / Service

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Putnam, Westchester

PARTIAL COUNTIES

Delaware: Only the townships of Middletown and Roxbury

Ulster: Entire County (including Walkkill and Shawangunk Prisons) except for remainder of Town of Shawangunk and Towns of Plattekill, Marlboro, and Wawarsing.

WAGES

Per hour: 07/01/2024

HVAC Service \$ 43.43
+ \$ 4.47*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker HVAC Service

\$ 30.39

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

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

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

REGISTERED APPRENTICES

HVAC SERVICE

(1)year terms at the following wages:

1st yr.	2nd yr.	3rd yr.	4th yr.	5th yr.
\$ 19.66	\$ 23.32	\$ 29.05	\$ 35.73	\$ 38.83
+\$2.43*	+\$2.76*	+\$3.31*	+\$3.96*	+\$4.21*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Supplemental Benefits per hour:

Apprentices 07/01/2024

1st term	\$ 21.47
2nd term	23.05
3rd term	24.76
4th term	27.13
5th term	28.81

8-21.1&2-SF/Ra/AC

Plumber - Jobbing & Alterations

06/01/2025

JOB DESCRIPTION Plumber - Jobbing & Alterations

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Putnam, Westchester

PARTIAL COUNTIES

Ulster: Entire county (including Wallkill and Shawangunk Prisons in Town of Shawangunk) EXCEPT for remainder of Town of Shawangunk, and Towns of Plattekill, Marlboro, and Wawarsing.

WAGES

Per hour: 07/01/2024
Journeyworker: \$ 49.63

Repairs, replacements and alteration work is any repair or replacement of a present plumbing system that does not change existing roughing or water supply lines.

SHIFT WORK

When directly specified in public agency or authority contract documents, shift work outside the regular hours of work shall be comprised of eight (8) hours per shift not including Saturday, Sundays and holidays. One half (1/2) hour shall be allowed for lunch after the first four (4) hours of each shift. Wage and Fringes for shift work shall be straight time plus a shift premium of twenty-five (25%) percent. A minimum of five days Monday through Friday must be worked to establish shift work.

SUPPLEMENTAL BENEFITS

Per hour:
Journeyworker: \$ 36.44

OVERTIME PAY

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

*When used as a make-up day, hours after 8 on Saturday shall be paid at time and one half.

HOLIDAY

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

REGISTERED APPRENTICES

(1) year terms at the following wages:

1st year	\$ 21.35
2nd year	23.73
3rd year	25.87
4th year	36.28
5th year	38.34

Supplemental Benefits per hour:

1st year	\$ 12.11
2nd year	14.21
3rd year	18.38
4th year	24.86
5th year	26.96

8-21.3-J&A

Roofer

06/01/2025

JOB DESCRIPTION Roofer

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2024
Roofer/Waterproofer: \$ 48.50
+ \$ 7.00*

* This portion is not subjected to overtime premiums.

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

SUPPLEMENTAL BENEFITS

Per Hour: \$ 31.87

OVERTIME PAY

See (B, H) on OVERTIME PAGE

Note: An observed holiday that falls on a Sunday will be observed the following Monday.

HOLIDAY

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year term apprentices indentured prior to 01/01/2023

1st	2nd	3rd	4th
\$ 16.97	\$ 24.25	\$ 29.10	\$ 36.37
	+ 3.50*	+ 4.20*	+ 5.26*

Supplements:

1st	2nd	3rd	4th
\$ 4.10	\$ 16.17	\$ 19.31	\$ 24.02

* This portion is not subjected to overtime premiums.

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

1st	2nd	3rd	4th	5th
\$ 18.43	\$ 21.82	\$ 24.25	\$ 29.10	\$ 36.37
	+ 3.16*	+ 3.50*	+ 4.20*	+ 5.26*

Supplements:

1st	2nd	3rd	4th	5th
\$ 7.73	\$ 14.59	\$ 16.17	\$ 19.31	\$ 24.02

* This portion is not subjected to overtime premiums.

9-8R

Sheetmetal Worker

06/01/2025

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

07/01/2024

SheetMetal Worker	\$ 49.51
	+ 3.71*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

SHIFT WORK

For all NYS D.O.T. and other Governmental mandated off-shift work:

10% increase for additional shifts for a minimum of five (5) days

SUPPLEMENTAL BENEFITS

Journeyworker	\$ 46.20

OVERTIME PAY

OVERTIME: See (B, E, Q.) on OVERTIME PAGE.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, B, 15, 16, 23) on HOLIDAY PAGE

REGISTERED APPRENTICES

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 20.20	\$ 20.81	\$ 23.12	\$ 25.42	\$ 27.74	\$ 30.08	\$ 32.86	\$ 35.63
+ 1.48*	+ 1.67*	+ 1.86*	+ 2.04*	+ 2.23*	+ 2.41*	+ 2.60*	+ 2.78*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Supplemental Benefits per hour:

Apprentices

1st term	\$ 18.07
2nd term	22.24
3rd term	24.71
4th term	27.21
5th term	29.67
6th term	32.12
7th term	34.12
8th term	36.15

8-38

Sheetmetal Worker

06/01/2025

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 25.89	\$ 28.77	\$ 31.39	\$ 34.27	\$ 37.14	\$ 40.02	\$ 42.90	\$ 45.77	\$ 48.65	\$ 51.53

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 9.18	\$ 9.18	\$ 20.90	\$ 20.90	\$ 21.15	\$ 21.15	\$ 21.15	\$ 21.15	\$ 21.15	\$ 21.15
									1-669.2

Teamster - Building / Heavy&Highway

06/01/2025

JOB DESCRIPTION Teamster - Building / Heavy&Highway

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

WAGES

GROUP A: Straight Trucks (6-wheeler and 10-wheeler), A-frame, Winch, Dynamite Seeding, Mulching, Agitator, Water, Attenuator, Light Towers, Cement (all types), Suburban, Station Wagons, Cars, Pick Ups, any vehicle carrying materials of any kind.

GROUP AA: Tack Coat

GROUP B: Tractor & Trailers (all types).

GROUP BB: Tri-Axle, 14 Wheeler

GROUP C: Low Boy (carrying equipment).

GROUP D: Fuel Trucks, Tire Trucks.

GROUP E: Off-road Equipment (over 40 tons): Athey Wagons, Belly Dumps, Articulated Dumps, Trailer Wagons.

GROUP F: Off-road Equipment (over 40 tons) Euclid, DJB.

GROUP G: Off-road Equipment (under 40 tons) Athey Wagons, Belly Articulated Dumps, Trailer Wagons.

GROUP H: Off-road Equipment (under 40 tons), Euclid.

GROUP HH: Off-road Equipment (under 40 tons) D.J.B.

GROUP I: Off-road Equipment (under 40 tons) Darts.

GROUP II: Off-road Equipment (under 40 tons) RXS.

WAGES:(per hour)

07/01/2024

GROUP A	\$ 47.86*
GROUP AA	50.86*
GROUP B	48.48*
GROUP BB	47.98*
GROUP C	50.61*
GROUP D	48.31*
GROUP E	48.86*
GROUP F	49.86*
GROUP G	48.61*
GROUP H	49.23*
GROUP HH	49.61*
GROUP I	49.36*
GROUP II	49.73*

* To calculate premium wage, subtract \$.10 from the hourly wage.

Note: Fuel truck operators on construction sites addit. \$5.00 per day.

For work on hazardous/toxic waste site addit. 20% of hourly rate.

SHIFT WORK

When mandated by the contracting agency, DOT, or any governmental agency contracts shall receive a shift differential of fifteen (15%) above the wage rate.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker

First 40 hours	\$ 37.33
41st-45th hours	16.73
Over 45 hours	1.60

OVERTIME PAY

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

HOLIDAY

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

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

Welder

06/01/2025

JOB DESCRIPTION Welder

DISTRICT 1

ENTIRE COUNTIES
Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauque, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES
Per hour 07/01/2024

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

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

OVERTIME PAY

HOLIDAY
1-As Per Trade

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

- (AA) Time and one half of the hourly rate after 7 and one half hours per day
- (A) Time and one half of the hourly rate after 7 hours per day
- (B) Time and one half of the hourly rate after 8 hours per day
- (B1) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.
Double the hourly rate for all additional hours
- (B2) Time and one half of the hourly rate after 40 hours per week
- (B3) Time and one half of the hourly rate after 40 straight hours per week
- (C) Double the hourly rate after 7 hours per day
- (C1) Double the hourly rate after 7 and one half hours per day
- (D) Double the hourly rate after 8 hours per day
- (D1) Double the hourly rate after 9 hours per day
- (E) Time and one half of the hourly rate on Saturday
- (E1) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- (E2) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E3) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- (E4) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E5) Double time after 8 hours on Saturdays
- (F) Time and one half of the hourly rate on Saturday and Sunday
- (G) Time and one half of the hourly rate on Saturday and Holidays
- (H) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- (I) Time and one half of the hourly rate on Sunday
- (J) Time and one half of the hourly rate on Sunday and Holidays
- (K) Time and one half of the hourly rate on Holidays
- (L) Double the hourly rate on Saturday
- (M) Double the hourly rate on Saturday and Sunday
- (N) Double the hourly rate on Saturday and Holidays
- (O) Double the hourly rate on Saturday, Sunday, and Holidays
- (P) Double the hourly rate on Sunday
- (Q) Double the hourly rate on Sunday and Holidays
- (R) Double the hourly rate on Holidays

- (S) Two and one half times the hourly rate for Holidays
- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays. One and one half times the hourly rate all additional hours.
- (T) Triple the hourly rate for Holidays
- (U) Four times the hourly rate for Holidays
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.
- (X) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

Holiday Codes

PAID Holidays:

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

(1)	None
(2)	Labor Day
(3)	Memorial Day and Labor Day
(4)	Memorial Day and July 4th
(5)	Memorial Day, July 4th, and Labor Day
(6)	New Year's, Thanksgiving, and Christmas
(7)	Lincoln's Birthday, Washington's Birthday, and Veterans Day
(8)	Good Friday
(9)	Lincoln's Birthday
(10)	Washington's Birthday
(11)	Columbus Day
(12)	Election Day
(13)	Presidential Election Day
(14)	1/2 Day on Presidential Election Day
(15)	Veterans Day
(16)	Day after Thanksgiving
(17)	July 4th
(18)	1/2 Day before Christmas
(19)	1/2 Day before New Years
(20)	Thanksgiving
(21)	New Year's Day
(22)	Christmas
(23)	Day before Christmas
(24)	Day before New Year's
(25)	Presidents' Day
(26)	Martin Luther King, Jr. Day
(27)	Memorial Day
(28)	Easter Sunday

(29) Juneteenth



NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

**LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE
AWARDED ANY PUBLIC WORK CONTRACT**

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

Debarment Database: To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: <https://apps.labor.ny.gov/EDList/searchPage.do>

For inquiries please call 518-457-5589.

NYSDOL Bureau of Public Work Debarment List 06/02/2025

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AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER OBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	*****6754	0359 CONTRACTORS, LLC		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2028
DOL	DOL	*****5784	A.J.M. TRUCKING, INC.		PO BOX 2084 MONROE NY 10950	02/12/2024	02/12/2029
DOL	DOL		AKHLAO OULAKH		4307 28TH AVE ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	NYC		ALL COUNTY SEWER & DRAIN, INC.		7 GREENFIELD DR WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL	*****8387	AMERICAN PAVING & MASONRY, CORP.		8 FOREST AVE GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	DOL	*****8654	AMERICAN PAVING, INC.		8 FORREST AVE. GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	NYC		AMJED PARVEZ		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		ANGELO GARCIA		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2028
DOL	DOL		ANGELO STANCO		8 FOREST AVE GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	DOL		ANGELO TONDO		449 WEST MONROE ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	*****4231	ANKER'S ELECTRIC SERVICE, INC.		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL		ANTHONY MONGELLI		PO BOX 2084 MONROE NY 10950	02/12/2024	02/12/2029
DOL	NYC		ARADCO CONSTRUCTION CORP		115-48 132RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	NYC		AVM CONSTRUCTION CORP		117-72 123RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	NYC		AZIDABEGUM		524 McDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****8421	B & B DRYWALL, INC		206 WARREN AVE APT 1WHITE PLAINS NY 10603	12/14/2021	12/14/2026
DOL	DOL		B&L RENOVATION CO.		618 OCEAN PARKWAY APT A66BROOKLYN NY 11230	09/17/2020	09/17/2025
DOL	NYC	*****2118	BHW CONTRACTING, INC.		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL	*****5078	BLACK RIVER TREE REMOVAL, LLC		29807 ANDREWS ROAD BLACK RIVER NY 13032	10/17/2023	10/17/2028
DOL	DOL		BRADLEY J SCHUKA		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	DOL	*****8383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	*****5161	CALADRI DEVELOPMENT CORP.		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	*****3381	CALI ENTERPRISES, INC.		1223 PARK STREET PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	*****4155	CASA BUILDERS, INC.	FRIEDLANDER CONSTRUCTI ON	64 N PUTT CONNERS ROAD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	AG	*****7247	CENTURY CONCRETE CORP		2375 RAYNOR ST RONKONKOMA NY 11778	08/04/2021	08/04/2026
DOL	DOL	*****0026	CHANTICLEER CONSTRUCTION LLC		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	NYC	*****2117	CHARAN ELECTRICAL ENTERPRISES		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	DOL		CHRISTOPHER GRECO		26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL	*****2281	CORRAD TRUCKING, INC.		PO BOX 303 NANUET NY 10954	09/17/2024	09/17/2029
DOL	DOL		CRAIG JOHANSEN		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL	*****3228	CROSS-COUNTY LANDSCAPING AND TREE SERVICE, INC.	ROCKLAND TREE SERVICE	26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL	*****7619	DANCO CONSTRUCTION UNLIMITED INC.		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL		DANIEL ROBERT McNALLY		7 GREENFIELD DRIVE WARWICK NY 10980	03/25/2022	03/25/2027

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DOL	DOL		DARIAN L COKER	2610 SOUTH SALINA ST SUITE 202 SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		DARWIN PEGUESE	6400 BALTIMORE NATIONAL SUITE 602 CANTONVILLE NY 21228	10/24/2024	10/24/2029
DOL	DOL		DAVID FRIEDLANDER	64 NORTH PUTT CORNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	DOL		DINA TAYLOR	64 N. PUTT CORNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	AG		EDWIN HUTZLER	23 NORTH HOWELLS RD BELLPORT NY 11713	08/04/2021	08/04/2026
DOL	DA		EDWIN HUTZLER	2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	****3740	EVES HEATING & PLUMBING CONTR	5 EVES LANE MONSEY NY 10952	01/20/2002	01/20/2002
DOL	DOL		EMIL KISZKO	84 DIAMOND ST BROOKLYN NY 11222	07/18/2024	07/18/2029
DOL	DOL	****3298	EMJACK CONSTRUCTION CORP.	84 DIAMOND ST BROOKLYN NY 11222	07/18/2024	07/18/2029
DOL	DOL	****3298	EMJACK CONSTRUCTION LLC	4182 SIR ANDREW CIRCLE DOYLESTOWN PA 18902	07/18/2024	07/18/2029
DOL	DOL		EUGENIUSZ "GINO" KUCHAR	195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	DA		FREDERICK HUTZLER	2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	****2998	G.E.M. AMERICAN CONSTRUCTION CORP.	195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	NYC		GAYATRI MANGRU	21 CAREWOOD LANE VALLEY STREAM NY 11581	05/17/2020	05/17/2025
DOL	DA		GEORGE LUCEY	150 KINGS STREET BROOKLYN NY 11231	01/18/1998	01/18/2998
DOL	DA		GIOVANNA TRAVALJA	3735 5TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DA		GIOVANNI NAPOLITANO	2501 BAYVIEW AVENUE WANTAGH NY 11793	02/21/2024	02/21/2029
DOL	DA	****0213	GORILLA CONTRACTING GROUP, LLC	505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DA	****4760	GTX CONSTRUCTION ASSOCIATES, CORP	2501 BAYVIEW AVE WANTAGH NY 11793	02/21/2024	02/21/2029
DOL	DOL		HERBERT CLEMEN	42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	DOL		HERBERT CLEMEN	42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	****2397	ISLAND BREEZE MARINE, INC.	6400 BALTIMORE NATIONAL CANTONVILLE NY 21228	10/24/2024	10/24/2029
DOL	DOL	****9211	J. WASE CONSTRUCTION CORP.	8545 RT 9W ATHENS NY 12015	03/06/2021	03/06/2026
DOL	DOL		J.M.J CONSTRUCTION	151 OSTRANDER AVENUE SYRACUSE NY 13205	11/21/2022	11/21/2027
DOL	DOL		J.R. NELSON CONSTRUCTION	531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON CONSTRUCTION	531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON CONSTRUCTION	531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R. NELSON, LLC	531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON, LLC	531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON, LLC	531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R.N COMPANIES, LLC	531 THIRD STREET ALBANY NY 12206	12/12/2022	12/12/2027
DOL	DOL		J.R.N COMPANIES, LLC	531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R.N COMPANIES, LLC	531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	****1147	J.R.N. CONSTRUCTION, LLC	531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL	****1147	J.R.N. CONSTRUCTION, LLC	531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	****1147	J.R.N. CONSTRUCTION, LLC	531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JAMES J BAKER	7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026

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DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****7993	JBS DIRT, INC.		7951 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****2435	JEFFEL D. JOHNSON	JMJ7 AND SON	5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JEFFEL JOHNSON ELITE CARPENTER REMODEL AND CONSTRUCTION		62 EVERGREEN CIRCLE LIVERPOOL NY 13090	11/21/2022	11/21/2027
DOL	DOL	*****2435	JEFFREY M. JOHNSON	JMJ7 AND SON	5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JIM PLAUGHER		17613 SANTE FE LINE ROAD WAYNEFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		JMJ7 & SON CONSTRUCTION, LLC		5553 CAIRNS TRAIL LIVERPOOL NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 AND SONS CONTRACTORS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS		7014 13TH AVENUE BROOKLYN NY 11226	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS AND SONS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS, LLC		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JOHN MARKOVIC		47 MANDON TERRACE HAWTHORN NJ 07506	03/29/2021	03/29/2026
DOL	DOL		JOHN WASE		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		JORGE RAMOS		6970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	DOL		JOSEPH HALL		937 US ROUTE 11 CENTRAL SQUARE NY 13036	10/21/2024	10/21/2029
DOL	DOL	*****2271	JOSEPH HALL COMPANIES LLC		937 US ROUTE 11 CENTRAL SQUARE NY 13036	10/21/2024	10/21/2029
DOL	DOL		JOSEPH K. SALERNO		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL		JOSEPH K. SALERNO II		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		JRN CONSTRUCTION CO. LLC		1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		JULIUS AND GITA BEHREND		6 EMES LANE MONSEY NY 10952	11/20/2002	11/20/2002
DOL	DOL		KARIN MANGIN		796 PHELPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	DOL		KATE E. CONNOR		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026

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DOL	DOL		KEAN INDUSTRIES, LLC	2345 RT. 52 SUITE 2N HOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL	****2959	KFC DEVELOPMENT, INC	1088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KEVIN FUNEZ URBINA AKA KEVIN FUNEZ	1009 LYNDAL AVE TRENTON NJ 08629	12/16/2024	12/16/2029
DOL	DOL		KIMBERLY E. BAKER	7901 DELL ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOI	DOI	****8760	KJM CONSTRUCTION, LLC	1506 LYNDAL AVE TRENTON NJ 08629	12/16/2024	12/16/2029
DOL	DOI		KMA GROUP J. INC	29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL	****1833	KMA GROUP INC.	29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KMA INSULATION, INC.	29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KRIN HEINEMANN	2345 ROUTE 52, SUITE 2N HOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	NYC		KUI WANT S. DEOL	9-11 43TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	DA	****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION	150 KINGS STREET BROOKLYN NY 11231	09/19/1998	09/19/2998
DOI	DOL		LEROY E. NELSON JR	531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOI	DOI		LEROY E. NELSON JR	531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		LEROY E. NELSON JR	531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL	****3710	LIGHTNING ELECTRIC INC.	3418 NORTHFERN BLVD SUITE 5-271 LONG ISLAND CITY NY 11151	12/13/2024	12/13/2029
DOL	AC	****3281	LINTECH ELECTRIC, INC.	3308 TILDEN AVE BROOKLYN NY 11226	02/16/2022	02/16/2027
DOL	DOL		LOUIS A. CALICCHIA	1225 PARK ST. PERKINSKY NY 10968	05/17/2021	05/17/2026
DOL	DOL	****2196	MAJSTRIKIAN SPECIALTIES, INC.	11 OLD TOWN RD SPARKS NY 12158	02/02/2021	02/02/2026
DOL	DA		MANUEL P. TOBIO	150 KINGS STREET BROOKLYN NY 11444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO	150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOI	DOL		MASOOD AHMAD	818 OCEAN PIKE BROOKLYN NY 11230	09/17/2020	09/17/2025
DOI	DOI	****1320	MJC MASON CONTRACTING, INC.	42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOI	DOI	****1320	MJC MASON CONTRACTING, INC.	42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	DOL		MOHAMMAD MIAN	8289 21ST ST BELLFLORES NY 11426	12/22/2022	12/22/2027
DOL	NYC		MUHAMMED A. HASHEM	524 McDONALD AVENUE BROOKLYN NY 11219	09/17/2020	09/17/2025
DOL	NYC		NASEER CHAUDHRY	2349 BRAGG STREET BROOKLYN NY 11229	04/22/2025	04/22/2030
DOL	DOL	****7750	NATIONAL BUILDING & RESTORATION CORP	1910 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	****1797	NATIONAL CONSTRUCTION SERVICES, INC	1910 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	NYC		NAVIT SINGH	402 JERICHO TURNPIKE NEW HYDE PARK NY 11049	08/10/2022	08/10/2027
DOI	DOI		NELCO CONTRACTING, LLC	1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028
DOL	DA		NICHOLAS T. ANALITIS	505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DOI		NICHOLE F. FRASER AKA NICHOLE RACE	3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		NICHOLE F. FRASER AKA NICHOLE RACE	3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		NICHOLE F. FRASER AKA NICHOLE RACE	3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		NICHOLE E. FRASER AKA NICHOLE RACE	3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027

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DOL	DOL	****7429	NICOLA J. BARBERI	RESTUCCO CONSTRUCTION, INC.	441 SCHANTZ ROAD ALLENTOWN PA 18104	09/17/2020	09/17/2025
DOL	DOL		NIKOLA NTONI		3418 NORTHERRA BLVD SUITE 5-271 LONG ISLAND CITY NY 11101	12/13/2024	12/13/2029
DOL	NYC	****0071	NN CONSTRUCTION, INC.		2349 DRAGS STREET BROOKLYN NY 11229	04/22/2025	04/22/2030
DOI	NYC	****5643	NYC LINE CONTRACTORS, INC.		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2ND FLOOR JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2ND FLOOR JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		PAULINE CHIAIALES		835 S LAKE BLVD MAHOPAC NY 10641	03/02/2021	03/02/2026
DOL	DOL		PETER STEVENS		11 OLD TOWN ROAD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DOL	****4168	PHANTOM CONSTRUCTION CORP.		95-27 118TH STREET QUEENS NY 11419	07/12/2024	07/12/2029
DOI	DOI	****4168	PHANTOM CONSTRUCTION CORP.		95-27 118TH STREET QUEENS NY 11419	05/20/2024	05/20/2029
DOI	DOI	****4772	R.W. LUBDELL CONSTRUCTION LLC		635 WEST DRYDEN ROAD FREETVILLE NY 13664	01/31/2025	01/31/2030
DOL	NYC		RASHEI CONSTRUCTION CORP.		524 McDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	****2633	RAW POWER ELECTRIC CORP.		3 PARK CIRCLE MIDDLE TOWN NY 10940	07/11/2022	07/11/2027
DOL	DA	****7555	REGAL CONTRACTING INC.		24 WOODBINE AVE NORTHPORT NY 11768	10/01/2020	10/01/2025
DOL	DOL		ROBBYE BISSERAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/2003
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	07/11/2022	07/11/2027
DOL	DOI	****4172	RZ & AL INC.		108 RIDGE AVENUE VALLEY STREAM NY 11591	06/06/2022	06/06/2027
DOL	DOI		SAL FRESINA MASONRY CONTRACTORS, INC.		1935 TRAIL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		SAL MASONRY CONTRACTORS, INC.		(SEE COMMENTS) SYRACUSE NY 13202	07/16/2021	07/16/2026
DOL	DOI	****9874	SALFEE ENTERPRISES INC		P.O. BOX 14 2821 GARDNER RD ROMPNEY NY 13158	07/16/2021	07/16/2026
DOI	DOL		SALVATORE A. FRESINA AKA SAM FRESINA		107 FACTORY AVE P.O. BOX 11070 SYRACUSE NY 13210	07/16/2021	07/16/2026
DOL	DOL		SAM FRESINA		107 FACTORY AVE P.O. BOX 11070 SYRACUSE NY 13210	07/16/2021	07/16/2026
DOL	DA	****0476	SAMCO ELECTRIC CORP.		3735 9TH ST LONG ISLAND CITY NY 11103	01/05/2023	01/05/2028
DOL	DA		SILVANO TRAVAJIA		3735 9TH ST LONG ISLAND CITY NY 11103	01/05/2023	01/05/2028
DOL	DOI	****0440	SOLAR GUYS INC.		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	NYC		SOMATHE RAMSUNAHAI		115-46 132ND ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOI	NYC	****3661	SPANIER BUILDING MAINTENANCE CORP		200 OAK DRIVE SYOSSET NY 11791	03/14/2022	03/14/2027
DOI	DOL		STANADOS KALOGEIAS		465 PARK AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL	****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/2003
DOL	DOL	****9523	STEEL-IT, LLC.		17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL	****3000	SUBURBAN RESTORATION CO. INC.		5-10 BANTA PLACE FAIR LAWN PLACE NJ 07410	03/29/2021	03/29/2026
DOL	DOI	****9150	SURGE INC.		8209 21ST STREET BELLROSE NY 11428	12/22/2022	12/22/2027
DOI	DOL		SYED MUHAMMAD S. JAFRI AKA SHARRUKH JAFRI		4307 28TH AVE ASTORIA NY 11103	10/11/2024	10/11/2029
DOI	DOL		SYED RAZA		198 RIDGE AVENUE NY 11581	06/06/2022	06/06/2027

NYSDOL Bureau of Public Work Debarment List 06/02/2025

Article 8

DOL	DOL		TARLOK SINGH		95-27 116TH STREET QUEENS NY 11419	05/28/2024	05/28/2029
DOL	DOL		TARLOK SINGH		95-27 116TH STREET QUEENS NY 11419	07/12/2024	07/12/2029
DOL	DOL	****9733	TERSAL CONSTRUCTION SERVICES INC		107 FACTORY AVE P.O BOX 11070 SYRACUSE NY 13208	07/16/2021	07/16/2026
DOL	DOL		TERSAL CONTRACTORS, INC.		221 GARDNER RD P.O BOX 14 POMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		TERSAL DEVELOPMENT CORP.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL	****5766	THE COKER CORPORATION	COKER CORPORATIO N	2610 SOUTH SALINA ST SUITE 145 SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	****2426	THE MATRUKH GROUP, INC.		4307 28TH AVE PO BOX 9082 ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	DOL		THOMAS LOBDELL		635 WEST ORYDEN ROAD FREEVILLE NY 13068	01/31/2025	01/31/2030
DOL	DOL		TIMOTHY PERCY		28807 ANDREWS ROAD BLACK RIVER NY 13612	10/17/2023	10/17/2028
DOL	DA	****1060	TRI STATE CONSTRUCTION OF NY CORP.		50-39 175TH PLACE FRESH MEADOWS NY 11365	03/28/2022	03/28/2027
DOL	DA	****4108	TRIPLE H CONCRETE CORP		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	****8210	UPSTATE CONCRETE & MASONRY CONTRACTING CO INC		449 WEST MOMBSMA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	****6418	VALHALLA CONSTRUCTION, LLC.		796 PHLEPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	NYC	****2426	VICKRAM MANGRU	VICK CONSTRUCTI ON	21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	NYC		VICKRAM MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		VINCENT CORRAO		PO BOX 393 NANUET NY 10954	09/17/2024	09/17/2029
DOL	DOL	****8266	WILLIAM CHRIS MCLENDON	MCLENDON ASPHALT PAVING	1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM CHRIS MCLENDON		1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM G. PROERFRIEDT		85 SPRUCEWOOD ROAD WEST BABYLON NY 11704	01/19/2021	01/19/2026
DOL	DOL	****5824	WILLIAM G. PROPHY, LLC	WGP CONTRACTIN G, INC.	54 PENTAQUIT AVE BAYSHORE NY 11706	01/19/2021	01/19/2026
DOL	DOL		WILLIAM SCRIVENS		4192 SIR ANDREW CIRCLE DOYELSTOWN PA 18902	07/16/2024	07/16/2029
DOL	DOL		XENOFON EFTHIMIADIS		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028

SECTION 01 4100

REGULATORY REQUIREMENTS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Regulatory requirements applicable to this project are the following:
 - B. 29 CFR 1910 - Occupational Safety and Health Standards; current edition; as a work place.
 - C. NFPA 101 - Life Safety Code, 2024.
 - D. CODES, PERMITS, FEES, ETC
 - 1. Each Contractor shall furnish and pay for all other permits, fees and other installation costs required for the various installations by governing authorities and utility companies; prepare and file drawings and diagrams required; arrange for inspections of any and all parts of the work required by the authorities and furnish all certificates necessary to the Architect as evidence that the work installed under this Section of the Specifications conforms with all applicable requirements of the Municipal and State Codes, National Board of Fire Underwriters, National Electric Code.
 - 2. Any items of work specified herein and shown on the drawings which conflict with aforementioned rules, regulations and requirements, shall be referred to the Architect for decision, which decision shall be final and binding.
 - 3. The work shall not be deemed to have reached a state of completion until the certificates have been delivered
 - 4. The contract work is to be constructed under the following Rules and Regulations of the New York State Uniform Fire and Building Codes known as the "Building Codes of the State of New York" and consist of the following:
 - a. Building Code of New York State
 - b. Energy Conservation Construction Code of New York State
 - c. Fire Code of New York State
 - d. Fuel Gas Code of New York State
 - e. Mechanical Code of New York State
 - f. Plumbing Code of New York State
 - 5. Electrical Certification: The Electrical contractor shall obtain UL Certification or Inspection from a Certified Electrical Organization for certification of electrical installations.

E. OSHA Part 1926 Safety and Health Regulations for Construction.

F. Federal Regulation for Asbestos Abatement

1. Title 30 CFR Part 61, Subpart G; [The Transport and Disposal of Asbestos Waste]
2. The Transport and Disposal of Asbestos Waste]
3. Title 40 CFR, Part 763 Asbestos Containing Materials; Final Rule and Notice
4. Title 49 CFR Parts 106, 107, and 171-179. The Transportation Safety Act of 1974 and the Hazardous Material Transportation Act
5. Public Law 101-637 ASHARA

G. New York State Official Compilation of Codes, Rules and Regulations

1. Title 12 Part 56
2. Title 10 Part 73
3. Title 6 Parts 360 – 364
4. Labor Law – Article 30 and Sections 900-912
5. All applicable Additions, Addenda, Variances and Regulatory Memoranda

1.3 MANDATORY OSHA CONSTRUCTION SAFETY AND HEALTH TRAINING

- A. Effective July 18, 2008 - Pursuant to NYS Labor Law §220-h - On all public work projects of at least \$250,000 all laborers, workers and mechanics working on the site are required to be certified as having successfully completed an OSHA construction safety and health course of at least 10 hours prior to performing any work on the project.

1.4 RELATED REQUIREMENTS

- A. Section 01 4000 – Quality Requirements
- B. Division 31 – Earthwork
- C. Division 32 – Exterior Improvements
- D. Division 33 – Utilities
- E. Division 21 – Fire Suppression
- F. Division 22 – Plumbing
- G. Division 23 – Heating, Ventilation and Air Conditioning
- H. Division 26 – Electrical

END OF SECTION

SECTION 01 4000
QUALITY REQUIREMENTS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SECTION INCLUDES

- A. Testing and inspection services.

1.3 RELATED REQUIREMENTS

- A. General Conditions: Inspections and approvals required by public authorities.
- B. Product Requirements: Requirements for material and product quality.

1.4 REFERENCE STANDARDS

- A. ASTM C1021 - Standard Practice for Laboratories Engaged in Testing of Building Sealants; 2008 (Reapproved 2014).
- B. ASTM C1077 - Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation; 2014.
- C. ASTM C1093 - Standard Practice for Accreditation of Testing Agencies for Masonry; 2013.
- D. ASTM D3740 - Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction; 2012a.
- E. ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection; 2014a.
- F. ASTM E543 - Standard Specification for Agencies Performing Nondestructive Testing; 2013.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.1 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Arconics Architecture, P.C. before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

- E. Have Work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

3.2 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Arconics Architecture, P.C. before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

3.3 TESTING AND INSPECTION

- A. See individual specification sections and drawings for testing and inspection required.
- B. Limits on Testing/Inspection Agency Authority:
 - 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 - 2. Agency may not approve or accept any portion of the Work.
 - 3. Agency may not assume any duties of the Contractor.
 - 4. Agency has no authority to stop the Work.
- C. Contractor Responsibilities:
 - 1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
 - 2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
 - 3. Provide incidental labor and facilities:
 - a. To provide access to Work to be tested/inspected.
 - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
 - c. To facilitate tests/inspections.
 - d. To provide storage and curing of test samples.
 - 4. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- D. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by Arconics Architecture, P.C.

- E. Re-testing required because of non-conformance to specified requirements shall be paid for by Contractor.
- F. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by Arconics Architecture, P.C. Payment for re testing will be charged to the Contractor by deducting testing charges from the Contract Price.

3.5 OWNER'S TESTING AND INSPECTIONS

- A. Owner may engage a qualified testing agency or special inspector to conduct tests and inspections as the responsibility of and paid for by Owner including but not limited to:
 - 1. Abatement.
 - 2. Structural Engineer
- B. Contractor shall perform the work in an efficient manner consistent with industry standards. Excessive testing resulting from the contractor's inability to perform efficiently will result in back charges to the contractor.
- C. All re-inspections required for work not properly installed shall be paid for by the contractor.
- D. The Owner will not be liable for any costs or delay claims due to the testing agency or special inspector failure to provide inspection without proper and sufficient notification.
- E. All requests by the contractor for inspection that are cancelled and result in charges to the Owner will be back charged to the contractor.

END OF SECTION

SECTION 01 4523

TESTING AND INSPECTION

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

- A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.

1.2 SECTION INCLUDES

- A. Work of this Section includes all labor, materials, equipment and services necessary to complete the testing and inspection requirements as specified herein.

1.3 RELATED SECTIONS

- A. Requirements for testing and inspection shall be described in various Sections of these Specifications. Where no testing and inspection requirements are described but the Owner chooses to have it performed, the Owner may require additional testing and inspection to be performed at his own expense.

B. Work Not Included

- 1. Unless otherwise noted in this Section or other Section of work, the Owner will select a pre-qualified independent testing laboratory and inspection professional.
- 2. Unless otherwise noted in this Section or other Sections of work, the Owner will pay for all initial services of the testing laboratory and inspection professionals as further described in Article 2.1 of this Section of these Specifications.

1.4 QUALITY ASSURANCE

- A. The testing laboratory will be qualified to the Owner's approval in accordance with ASTM E 329-14a "Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection."
- B. Testing, when required, will be in accordance with all pertinent codes and regulations and with selected standards of the American Society for Testing and Materials.

1.5 PRODUCT HANDLING

- A. Promptly process and distribute to the Architect and Owner all required copies of test reports and related instructions to ensure all necessary retesting and/or replacement of materials with the least possible delay in progress of the work.

PART 2 PRODUCTS

2.1 PAYMENTS FOR TESTING AND INSPECTION SERVICES

- A. Initial Services: The Owner will pay for all initial testing and inspection services.
- B. Retesting: When initial tests and inspections indicate non-compliance with local Codes and the Contract Documents, all subsequent retesting occasioned by the non-compliance shall be performed by the same testing laboratory and inspectors and the costs thereof will be deducted by the Owner from the Contract Sum.

2.2 CODE COMPLIANCE TESTING AND INSPECTION

- A. Inspections and tests required by Codes or Ordinances, or by a plan approval authority, shall be paid for by the Owner unless otherwise noted in this Section or other Sections of work. Retesting or inspection as required shall conform to the requirements of Article 2.1 B of this Section.

2.3 CONTRACTOR'S TESTING

- A. Inspection or testing performed exclusively for the Contractor's convenience shall be the sole responsibility of the Contractor.
- B. Where operating tests are specified, the Contractor shall test his work as it progresses, on his own account, and shall make satisfactory preliminary tests in all cases before applying for official tests.
- C. Tests shall be made in the manner specified, for the different branches 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 without extra compensation. The Contractor shall furnish all labor, material and apparatus, make corrections and conduct the official test. The test will be conducted in the presence of a representative of the Architect.
- D. All parts of the mechanical and electrical work and associated equipment shall be tested and adjusted to work properly and be left in perfect operating condition. All defects disclosed by these tests shall be corrected to the satisfaction of the Architect and Engineer without any additional cost to the Owner. Tests shall be repeated on this repaired or replaced work if deemed necessary by the Architect. The Architect shall be notified at least forty-eight (48) hours in advance of all tests, and shall be represented at tests that he deems necessary. The Contractor shall furnish all necessary instruments, other equipment, and personnel required for such tests.
- E. Required certificates of inspection, testing or approval shall be secured by the Contractor and promptly delivered by him to the Architect.
- F. If the Architect or Engineer is to observe the inspections, tests or approvals required by the Contract Documents, he will endeavor to do so promptly and, where practicable, at the source of supply.

PART 3 EXECUTION

3.1 COOPERATION WITH TESTING LABORATORY AND INSPECTORS

- A. Representatives of the testing laboratory and inspectors shall have access to the work at all times. Provide facilities for such access in order that they may properly perform their functions.

3.2 SCHEDULES

- A. Establishing Schedule: By advance discussions with the inspection service and testing laboratory selected by the Owner, determine the time required to perform inspections and tests and to issue each of its findings. Provide all required time within the construction schedule.
- B. Revising Schedule: When changes of construction schedule are necessary during construction, coordinate all such changes of schedule with the inspectors and testing laboratory as required.
- C. Adherence to Schedule: When the testing laboratory is ready to test according to the determined schedule but is prevented from testing or taking specimens due to incompleteness of the work, all extra costs for testing attributable to the delay will be back-charged to the Contractor.

3.3 TAKING SPECIMENS

- A. All specimens and samples for testing, unless otherwise provided in these Contract Documents, will be taken by the testing laboratory; all sampling equipment and personnel will be provided by the testing laboratory; and all deliveries of specimens and samples to the testing laboratory will be performed by the testing laboratory.

END OF SECTION

SECTION 01 4533

CODE-REQUIRED SPECIAL INSPECTIONS

PART 1 GENERAL - NOT USED

1.1 RELATED DOCUMENTS

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

1.2 SECTION INCLUDES

- A. Code-required special inspections.
- B. Testing services incidental to special inspections.
- C. Submittals.
- D. Manufacturers' field services.
- E. Fabricators' field services.

1.3 RELATED REQUIREMENTS

- A. Section 00 7200 - General Conditions: Inspections and approvals required by public authorities.
- B. Section 01 3000 - Administrative Requirements: Submittal procedures.
- C. Section 01 4000 - Quality Requirements.
- D. Section 01 6000 - Product Requirements: Requirements for material and product quality.

1.4 GENERAL REQUIREMENTS

- A. Special Inspections and Structural Testing shall be in accordance with Chapter 17 of the Building Code of New York State (BCNYS).
- B. Hold a Special Inspections preconstruction meeting at least 7 days prior to initial planned date for start of construction.
 - 1. Discussions shall include the following:
 - a. Review of specifications and Schedule of Special Inspections for work requiring Special Inspections.
 - b. Responsibilities of Contractor, Owner, Testing Agency, Special Inspector, and Registered Design Professional.
 - c. Notification and reporting procedures.
 - 2. Attendees shall include Contractor, Special Inspector, and Architect

1.5 DEFINITIONS

- A. Special Inspections and Structural Testing shall be in accordance with Chapter 17 of the Building Code of New York State (BCNYS).
- B. Authority Having Jurisdiction (AHJ): Agency or individual officially empowered to enforce the building, fire and life safety code requirements of the permitting jurisdiction in which the Project is located.
- C. Registered Design Professional(RDP): Licensed Professional Engineer or Registered Architect whose seal appears in the Construction Drawings. Unless noted otherwise, references to the Registered Design Professional (RDP) in this section refer to Arconics Architecture, P.C. for building design.
- D. (RDP) for Geotechnical Engineering: Licensed Professional Engineer whose seal appears on the Geotechnical Investigation. The Geotechnical Engineering shall perform and oversee Agent 2 services as indicated in the Schedule of Special Inspections. If a Geotechnical Investigation was not performed or if the Geotechnical Engineering is not retained to perform Agent 2 services, a licensed Geotechnical Engineer shall be retained to perform these duties.
- E. Special Inspection:
 - 1. Special inspections are inspections and testing of materials, installation, fabrication, erection or placement of components and connections mandated by the AHJ that also require special expertise to ensure compliance with the approved contract documents and the referenced standards.
- F. Special Inspector: A Professional Engineer registered in the State of New York that has a minimum of four years of structural design experience with buildings.
- G. Testing/Inspecting Agency: Agent retained by Special Inspector or Owner and coordinated by Special Inspector to perform some inspection services on behalf of Special Inspector. A Geotechnical Engineer is an example of an Inspecting Agent.
- H. Statement of Special Inspections: Documents prepared by the Registered Design Professional and filed with and approved by the Code Enforcement Official, listing materials and work requiring Special Inspections. These documents include this specification and the Schedule of Special Inspections.
- I. Schedule of Special Inspections: An itemized list of inspections, verifications, and tests (including frequency) required for the project and individuals, agencies, or firms who will be retained to perform these services.
- J. Seismic/Wind-Force-Resisting System: Components of the structural system that provide resistance to seismic/wind forces. These components are identified in the Schedule of Special Inspections.
- K. Continuous Special Inspection: Full-time observation of work by the Special Inspector or Testing Agency while the work is being performed.
- L. Periodic Special Inspections: Part-time or intermittent observation of work by the Special Inspector or Testing Agency for work that has been or is being performed and at completion of work.

1.6 REFERENCE STANDARDS

- A. ACI 318 - Building Code Requirements for Structural Concrete and Commentary; 2011.

- B. ACI 530/530.1/ERTA - Building Code Requirements and Specification for Masonry Structures and Related Commentaries; 2011.
- C. AISC 341 - Seismic Provisions for Structural Steel Buildings; 2010.
- D. AISC 360 - Specification for Structural Steel Buildings; 2010.
- E. ASTM A615/A615M - Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement; 2014.
- F. ASTM C31/C31M - Standard Practice for Making and Curing Concrete Test Specimens in the Field; 2012.
- G. ASTM C172/C172M - Standard Practice for Sampling Freshly Mixed Concrete; 2010.
- H. ASTM D3740 - Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction; 2012a.
- I. ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection; 2014a.
- J. ASTM E543 - Standard Specification for Agencies Performing Nondestructive Testing; 2013.
- K. ASTM E605 - Standard Test Methods for Thickness and Density of Sprayed Fire-Resistive Material (SFRM) Applied to Structural Members; 1993 (Reapproved 2011).
- L. ASTM E736 - Standard Test Method for Cohesion/Adhesion of Sprayed Fire-Resistive Materials Applied to Structural Members; 2000 (Reapproved 2011).
- M. ASTM E2570 - Standard Test Methods for Evaluating Water-Resistive Barrier (WRB) Coatings Used under Exterior Insulation and Finish Systems (EIFS) or EIFS with Drainage; 2007.
- N. AWCI 125 - Technical Manual 12-B: Standard Practice for the Testing and Inspection of Field-Applied Thin Film Intumescent Fire-Resistance Materials; 1998.
- O. AWS D1.1/D1.1M - Structural Welding Code - Steel; 2010 w/Errata.
- P. AWS D1.3/D1.3M - Structural Welding Code - Sheet Steel; 2008.
- Q. AWS D1.4/D1.4M - Structural Welding Code - Reinforcing Steel; 2011.
- R. IAS AC89 - Accreditation Criteria for Testing Laboratories; 2010.
- S. IAS AC291 - Accreditation Criteria for Special Inspection Agencies; 2012.

1.7 QUALIFICATIONS

- A. Special Inspector and Testing/Inspecting Agency shall be accepted by the Registered Design Professional and the Code Enforcement Official.
- B. Special Inspections shall be performed by agents who have relevant experience for each category of inspections indicated in the drawings.
- C. Minimum qualifications of inspection agents are indicated in the drawings.

1.8 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Special Inspection Agency Qualifications: Prior to the start of work, the Special Inspection Agency shall:
 - 1. Submit agency name, address, and telephone number, names of full time registered Engineer and responsible officer.
 - 2. Submit copy of report of laboratory facilities inspection made by NIST Construction Materials Reference Laboratory during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.
 - 3. Submit certification that Special Inspection Agency is acceptable to AHJ.
 - 4. Submit documentation that Special Inspection Agency is accredited by IAS according to IAS AC291.
- C. Testing Agency Qualifications: Prior to the start of work, the Testing Agency shall:
 - 1. Submit agency name, address, and telephone number, and names of full time registered Engineer and responsible officer.
 - 2. Submit copy of report of laboratory facilities inspection made by NIST Construction Materials Reference Laboratory during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.
 - 3. Submit certification that Testing Agency is acceptable to AHJ.
 - 4. Submit documentation that Testing Agency is accredited by IAS according to IAS AC89.
- D. Manufacturer's Qualification Statement: Manufacturer shall submit documentation of manufacturing capability and quality control procedures. .
- E. Fabricator's Qualification Statement: Fabricator shall submit documentation of fabrication facilities and methods as well as quality control procedures. .
- F. Special Inspection Reports: After each special inspection, Special Inspector shall promptly submit two copies of report; one to Arconics Architecture, P.C. and one to the AHJ.
 - 1. Include:
 - a. Date issued.
 - b. Project title and number.
 - c. Name of Special Inspector.
 - d. Date and time of special inspection.
 - e. Identification of product and specifications section.
 - f. Location in the Project.
 - g. Type of special inspection.

- h. Date of special inspection.
 - i. Results of special inspection.
 - j. Conformance with Contract Documents.
 - 2. Final Special Inspection Report: Document special inspections and correction of discrepancies prior to the start of the work.
- G. Fabricator Special Inspection Reports: After each special inspection of fabricated items at the Fabricator's facility, Special Inspector shall promptly submit two copies of report; one to Arconics Architecture, P.C. and one to AHJ.
 - 1. Include:
 - a. Date issued.
 - b. Name of Special Inspector.
 - c. Date and time of special inspection.
 - d. Identification of fabricated item and specification section.
 - e. Location in the Project.
 - f. Results of special inspection.
 - g. Verification of fabrication and quality control procedures.
 - h. Conformance with Contract Documents.
 - i. Conformance to referenced standard(s).
- H. Test Reports: After each test or inspection, promptly submit two copies of report; one to Arconics Architecture, P.C. and one to AHJ.
 - 1. Include:
 - a. Date issued.
 - b. Project title and number.
 - c. Name of inspector.
 - d. Date and time of sampling or inspection.
 - e. Identification of product and specifications section.
 - f. Location in the Project.
 - g. Type of test or inspection.
 - h. Date of test or inspection.
 - i. Results of test or inspection.

j. Conformance with Contract Documents.

- I. Certificates: When specified in individual special inspection requirements, Special Inspector shall submit certification by the manufacturer, fabricator, and installation subcontractor to Arconics Architecture, P.C. and AHJ, in quantities specified for Product Data.
 - 1. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
 - 2. Certificates may be recent or previous test results on material or product, but must be acceptable to Arconics Architecture, P.C. and AHJ.
- J. Manufacturer's Field Reports: Submit reports to Arconics Architecture, P.C. and AHJ.
 - 1. Submit report in duplicate within 30 days of observation to Arconics Architecture, P.C. for information.
 - 2. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.
- K. Fabricator's Field Reports: Submit reports to Arconics Architecture, P.C. and AHJ.
 - 1. Submit report in duplicate within 30 days of observation to Arconics Architecture, P.C. for information.
 - 2. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

1.9 PAYMENT

- A. Owner will engage and pay for services of Special Inspector and Testing/Inspecting Agency.
- B. Contractor shall be responsible for cost of retesting or re-inspection of work failing to comply with requirements of Contract Documents.

1.10 SPECIAL INSPECTION AGENCY

- A. Owner will employ services of a Special Inspection Agency to perform inspections and associated testing and sampling in accordance with ASTM E329 and required by the building code.
- B. The Special Inspection Agency may employ and pay for services of an independent testing agency to perform testing and sampling associated with special inspections and required by the building code.
- C. Employment of agency in no way relieves Contractor of obligation to perform work in accordance with requirements of Contract Documents.

1.11 TESTING AND INSPECTION AGENCIES

- A. Owner may employ services of an independent testing agency to perform additional testing and sampling associated with special inspections but not required by the building code.
- B. Employment of agency in no way relieves Contractor of obligation to perform work in accordance with requirements of Contract Documents.

1.12 QUALITY ASSURANCE

A. Special Inspection Agency Qualifications:

1. Independent firm specializing in performing testing and inspections of the type specified in this section.
2. Accredited by IAS according to IAS AC291.

B. Testing Agency Qualifications:

1. Independent firm specializing in performing testing and inspections of the type specified in this section.
2. Accredited by IAS according to IAS AC89.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.1 SCHEDULE OF SPECIAL INSPECTIONS, GENERAL

A. Frequency of Special Inspections: Special Inspections are indicated as continuous or periodic.

1. Continuous Special Inspection: Special Inspection Agency shall be present in the area where the work is being performed and observe the work at all times the work is in progress.
2. Periodic Special Inspection: Special Inspection Agency shall be present in the area where work is being performed and observe the work part-time or intermittently and at the completion of the work.

3.2 SPECIAL INSPECTIONS FOR CONCRETE CONSTRUCTION

- A. Reinforcing Steel, Including Prestressing of Tendons and Placement: Verify compliance with approved contract documents and ACI 318, 3.5 and 7.1 through 7.7; periodic.
- B. Reinforcing Steel Welding: Verify compliance with AWS D1.4 and ACI 318, 3.5.2; periodic.
- C. Bolts Installed in Concrete: Where allowable loads have been increased or where strength design is used, verify compliance with approved contract documents and ACI 318, 8.1.3 and 21.2.8 prior to and during placement of concrete; continuous.
- D. Anchors Installed in Hardened Concrete: Verify compliance with ACI 318, 3.8.6, 8.1.3 and 21.2.8; periodic.
- E. Design Mix: Verify plastic concrete complies with the design mix in approved contract documents and with ACI 318, Chapter 4 and 5.2; periodic.
- F. Concrete Sampling Concurrent with Strength Test Sampling: Each time fresh concrete is sampled for strength tests, verify compliance with ASTM C172, ASTM C31 and ACI 318, 5.6 and 5.8 and record the following, continuous:
 1. Slump.
 2. Air content.

3. Temperature of concrete.
4. Verify use of required design mix.
5. Sample and test concrete during placement as follows. Test shall be taken at point of discharge into structure:
 - a. Record specific locations where concrete was placed. Refer to column lines where possible.
 - b. For each truck, record time concrete is batched as shown in truck ticket, time placement begins/sample time, and time truck is emptied.
 - c. For each truck, sample fresh concrete in accordance with ASTM C 172, except modified for slump to comply with ASTM C 94.
 - d. For each truck, perform slump test in accordance with ASTM C 143. Perform two slump tests for pumped concrete; one at truck and one at point of discharge.
 - e. For each truck for self-consolidating concrete, measure slump flow and record visibility stability index in accordance with ASTM C 1611/C 1611M. Slump cone may be in the upright or inverted position. Use same cone position for the entire project for consistency.
 - f. For normal-weight concrete, measure air content in accordance with ASTM C 231, pressure method. For lightweight concrete, measure air content in accordance with ASTM C 173, volumetric method. Perform one test for each truck for air-entrained and non-air-entrained concrete.
 - g. Record temperature of concrete for each truck. Test in-place concrete temperature hourly when ambient temperature is 40 degrees F and below and when 80 degrees F and above.
 - h. Record air temperature and general weather conditions (cloudy, windy, sunny, etc.).
 - i. Record unit weight of fresh normal-weight concrete in accordance with ASTM C 138. Record unit weight of lightweight concrete in accordance with ASTM C 567. Perform one test for each 50 cubic yard of concrete.
 - j. Perform concrete compressive tests as follows:
 - a) Prepare compressive test specimens in accordance with ASTM C 31. Take a set of six 6 x 12 cylinders or nine 4 x 8 cylinders for each 50 cubic yards of concrete or each 5,000 square feet of slab area for each type of concrete. Store undisturbed in insulated box during cold weather. Deliver to laboratory between 16 and 32 hours after making. Perform compressive tests in accordance with ASTM C 39: two 6 x 12 specimens (three 4 x 8 specimens) tested at 7 days, two 6 x 12 specimens (three 4 x 8 specimens) tested at 28 days, and two 6 x 12 specimens (three 4 x 8 specimens) retained for later testing if required.
 - b) In cold weather or whenever steel erection is scheduled to commence less than 14 days after placement of supporting foundation concrete, cast additional set of four 6 x 12 specimens (six 4 x 8 specimens) for each 50 cubic yard or fraction thereof of supporting foundation concrete. Field-cure cylinders, and test two 6 x 12 specimens (three 4 x 8 specimens) at 7 days, retaining two 6 x 12 specimens

(three 4 x 8 specimens) for later testing if required. Steel erection may not begin until supporting concrete obtains 75 percent of its design strength.

- k. Perform additional testing as follows if required:
 - a) Take additional set of cylinders for compressive strength testing for each truck in which total time period between batching and completing placement has exceeded ACI-recommended, 90-minute-maximum time limit. Take additional cylinders within 10 minutes of placement completion.
 - b) Make additional tests of in-place concrete when test results indicate specified concrete strengths or other characteristics have not been attained in structure.
 - c) Perform tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42 or by other methods acceptable to Architect.
 - d) Contractor shall reimburse Owner for cost of additional tests.
 - 6. Inspect concrete placement for proper application techniques.
 - 7. Inspect for maintenance of specified curing temperature and techniques.
 - 8. Perform moisture vapor emission and alkalinity testing in accordance with ASTM F 1869 and ASTM F 710, respectively, as follows:
 - a. Perform testing after building is enclosed, prior to installation of adhered floor finishes, and once HVAC systems are operational.
 - b. Test results must be reviewed and accepted by floor finish installer.
 - 9. Verify use of required mix design for plank joint grout. Sample and test grout in accordance with Item B2 above.
 - 10. Inspect welding of connections for erected precast members including architectural wall panels.
 - 11. Inspect welding of reinforcing bars.
 - G. Specified Curing Temperature and Techniques: Verify compliance with approved contract documents and ACI 318, 5.11 through 5.13; periodic.
 - H. Concrete Strength in Situ: Verify concrete strength complies with approved contract documents and ACI 318, 6.2, for the following.
- 3.3 SPECIAL INSPECTIONS FOR SOILS
- A. Materials and Placement: Verify each item below complies with approved construction documents and approved geotechnical report.
 - 1. Design bearing capacity of material below shallow foundations; periodic.
 - 2. Review and accept materials proposed by Contractor for use as compacted fill based on test data and information submitted by Testing Agency. Material approval shall be based on requirements and recommendations stated in Project Geotechnical and Subsurface Investigation.
 - 3. Design depth of excavations and suitability of material at bottom of excavations; periodic.

4. Materials, densities, lift thicknesses; placement and compaction of backfill: continuous.
5. Subgrade, prior to placement of compacted fill; periodic.
6. Observe and accept preparation of slab-on-grade subgrade and subbase.

B. Testing: Classify and test excavated material; periodic.

C. Pier Foundations:

1. Special Inspector shall perform inspections and verifications or coordinate the Geotechnical Engineer to perform inspections and verifications including the following:
 - a. Review pier location plan provided by Contractor.
 - b. Observe test pier installation and load testing.
 - c. Review records of load test results provided by Contractor.
 - d. Inspect pier reinforcement prior to installation.
 - e. Verify acceptable bearing strata and depths have been reached during installation.
 - f. Maintain installation records 3.1B.
2. Testing Agency shall sample fresh concrete and perform compressive strength testing in accordance with Cast-In-Place Concrete section of this specification.

3.4 SPECIAL INSPECTIONS FOR WIND RESISTANCE

A. Structural Wood:

1. Field gluing of components in the main wind force-resisting system; continuous.
2. Nailing, bolting, anchoring and other fastening of components within the main wind force-resisting system; periodic.

B. Wind Resisting Components:

C. Structural Observations for Wind Resistance: Visually observe structural system for general conformance with the approved contract documents; periodic.

3.5 OTHER SPECIAL INSPECTIONS

A. For the purposes of this section, work unusual in nature includes, but is not limited to:

3.6 SPECIAL INSPECTION AGENCY DUTIES AND RESPONSIBILITIES

A. Special Inspection Agency shall:

1. Provide qualified personnel at site. Cooperate with Arconics Architecture, P.C. and Contractor in performance of services.
2. Perform specified sampling and testing of products in accordance with specified reference standards.

3. Ascertain compliance of materials and products with requirements of Contract Documents.
 4. Promptly notify Arconics Architecture, P.C. and Contractor of observed irregularities or non-conformance of work or products.
 5. Perform additional tests and inspections required by Arconics Architecture, P.C. .
 6. Submit reports of all tests or inspections specified.
- B. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by Arconics Architecture, P.C. .
- C. Re-testing required because of non-conformance to specified requirements shall be paid for by Contractor.

3.7 TESTING AGENCY DUTIES AND RESPONSIBILITIES

A. Testing Agency Duties:

1. Provide qualified personnel at site. Cooperate with Arconics Architecture, P.C. and Contractor in performance of services.
2. Perform specified sampling and testing of products in accordance with specified standards.
3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
4. Promptly notify Arconics Architecture, P.C. and Contractor of observed irregularities or non-conformance of work or products.
5. Perform additional tests and inspections required by Arconics Architecture, P.C. .
6. Submit reports of all tests or inspections specified.

B. Limits on Testing or Inspection Agency Authority:

1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
2. Agency may not approve or accept any portion of the work.
3. Agency may not assume any duties of Contractor.
4. Agency has no authority to stop the work.

C. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by Arconics Architecture, P.C. .

D. Re-testing required because of non-conformance to specified requirements shall be paid for by Contractor.

3.8 CONTRACTOR DUTIES AND RESPONSIBILITIES

A. Contractor Responsibilities, General:

1. Deliver to agency at designated location, adequate samples of materials for special inspections that require material verification.

2. Cooperate with agency and laboratory personnel; provide access to the work, to manufacturers' facilities, and to fabricators' facilities.
3. Provide incidental labor and facilities:
 - a. To provide access to work to be tested or inspected.
 - b. To obtain and handle samples at the site or at source of Products to be tested or inspected.
 - c. To facilitate tests or inspections.
 - d. To provide storage and curing of test samples.
4. Notify Arconics Architecture, P.C. and laboratory 24 hours prior to expected time for operations requiring testing or inspection services.

END OF SECTION

SECTION 01 5000

TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SECTION INCLUDES

- A. Temporary telecommunications services.
- B. Temporary electric power and light.
- C. Ventilation.
- D. Temporary sanitary facilities.
- E. Temporary Controls: Barriers, enclosures, and fencing.
- F. Vehicular access and parking.
- G. Storage shed
- H. Temporary enclosures.
- I. Hoists
- J. Waste removal facilities and services.
- K. Field offices.
- L. Construction aids and miscellaneous services and facilities.
- M. Temporary fire protection
- N. Enclosure fence for the construction site.
- O. Environmental protection.

1.3 RELATED REQUIREMENTS

- A. Section 01 3000 - Administrative Requirements for submittals.
- B. Section 01 7000 - Execution and Closeout Requirements for progress cleaning requirements.

1.4 DEFINITIONS

- A. Permanent Enclosure: As determined by Architect, permanent or temporary roofing is complete, insulated, and weathertight; exterior walls are insulated and weathertight; and all openings are closed with permanent construction or substantial temporary closures

1.5 REFERENCES

- A. Electrical Service: Comply with NEMA, NECA and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Refer to guidelines for Bid Conditions for "Temporary Job Utilities and Services" as prepared jointly by AGC and ASC for recommendations.

1.6 REPORTS AND PERMITS:

- A. Submit copies of reports of tests, inspections, and similar procedures performed on temporary utilities before, during and after performance of work. Submit copies of permits, easements and similar documentation necessary for installation, use and operation of temporary utility services.

1.7 QUALITY ASSURANCE

- A. Regulations: General Contractor shall comply with industry standards and with applicable laws and regulations of authorities having jurisdiction including, but not limited to, the following:
 - 1. Building code requirements.
 - 2. Health and safety regulations.
 - 3. Utility company regulations.
 - 4. Police, fire department and rescue squad rules.
 - 5. Environmental protection regulations
- B. Standards: General Contractor shall comply with NFPA 241 "Standard for Safeguarding Construction, Alterations, and Demolition Operations," ANSI-A10 Series standards for "Safety Requirements for Construction and Demolition," and NECA Electrical Design Library "Temporary Electrical Facilities."

1.8 PROJECT CONDITIONS

- A. General: Contractors shall provide each temporary service and facility ready for use at each location, when first needed to avoid delays in performance of work. Maintain, expand as required, and modify as needed throughout the progress of the work. Do not remove until services or facilities are no longer needed or are replaced by the authorized use of completed permanent facilities.
 - 1. The facility is currently equipped with an existing electrical service which is providing temporary lighting and power to the job site. This electrical service provides power to the adjacent Pavilion which is not to be interrupted for any reason without advance notice and Architect's prior approval. The facility is also served by a newly upgraded electrical service, installed under a prior contract, which is to provide for all new electrical distribution wiring for the renovated facility. Upon completion of the renovation work and the permanent electrification of the new service, the Electrical Contractor shall be responsible to remove all temporary electrical provisions and any/all remnants of the existing electrical service which has been replaced under this contract.
 - 2. The facility is currently served by a new domestic water service and backflow device without any distribution piping. The Plumbing Contractor shall install a vandal-proof temporary exterior hose bib for use during construction and which shall be removed at the project's conclusion.

3. The facility is currently served by an existing gas service. This gas service provides gas to the adjacent Pavilion which is not to be interrupted for any reason without advance notice and Architect's prior approval
- B. Temporary Use of Permanent Facilities: Regardless of previously assigned responsibilities for temporary services and facilities, the Installer of each permanent service or facility shall assume responsibility for its operation, maintenance and protection during use as a construction service or facility prior to the Owner's acceptance and operation of the facility.
- C. Conditions of Use: Operate temporary services and facilities in a safe and efficient manner. Do not overload, and do not permit temporary services and facilities to interfere with the progress of work, or occupancy of existing facility by owner. Do not allow unsanitary conditions, public nuisances or hazardous conditions to develop or persist on the site.
- D. Temporary Construction and Support Facilities: Maintain temporary facilities in a manner to prevent discomfort to users. Take necessary fire prevention measures. Maintain temporary facilities in a sanitary manner so as to avoid health problems.
- E. Security and Protection: Maintain site security and protection facilities in a safe, lawful, publicly acceptable manner. Take measures necessary to prevent site erosion.

1.9 TEMPORARY UTILITIES

- A. Owner shall provide and pay for all electrical power, lighting, and water required for construction purposes.
- B. Existing facilities may be used if adequate with prior written approval from the Architect.
- C. Use trigger-operated nozzles, with back flow devices, for water hoses, to avoid waste of water.

1.10 DIVISION OF RESPONSIBILITIES

- A. Contractors are responsible for the following:
 1. Operation, maintenance, and removal of each temporary facility usually considered as its own normal construction activity, as well as the costs and use charges associated with each facility.
 2. Plug-in electric power cords and extension cords.
 3. Supplementary plug-in task lighting, and special lighting necessary exclusively for its own activities.
 4. Special power requirements for installation of its own work such as welding or temporary elevator power.
 5. Its own field office complete with necessary furniture, utilities, and telephone service.
 6. Its own storage and fabrication sheds.
 7. All hoisting and scaffolding for its own work.
 8. Collection and disposal of its own hazardous, dangerous, unsanitary, or other harmful waste material.
 9. Collection and disposal of major equipment removed such as boilers, unit ventilators, and heaters.

10. Collection of general waste and debris and disposing into containers provided by the Contractor.
11. Secure lockup of its own tools, materials and equipment.
12. Construction aids and miscellaneous services and facilities necessary exclusively for its own construction activities.

B. The General Contractor is responsible and pays all costs for the following:

1. Temporary toilets, including disposable supplies.
2. Job site containers for non-hazardous waste and debris. Job site containers are not to be utilized for disposal of other Prime Contractors' debris generated under their contracts.
4. Disposal of wastes containers.
5. Barricades, warning signs, and lights.
6. Site/construction enclosure fence.
7. Temporary dust control.

C. Water Service: Plumbing Contractor shall provide and pay all costs to install temporary distribution piping of sizes and pressures adequate for construction.

1. Provide backflow devices to prevent water from re-entering the potable system.
2. Maintain hose connections and outlet valves in leak-proof condition. Where finish work below an outlet might be damaged by spillage or leakage, provide a drip pan of suitable size to minimize the possibility of water damage. Drain water promptly from drip pans as it accumulates.

D. Temporary Electric Power Service:

1. Applicability: This section applies to all renovation and new construction work areas for this Project beyond that which has been installed prior to this contract.
2. Connect temporary service in a code-compliant manner.
3. Temporary or permanent services for temporarily or permanently installed building equipment such as sump pumps, boilers, cabinet heating, and fans shall be furnished, installed, operated and maintained so that the said equipment may be operated for drainage and temporary heat when required and/or when so ordered by the Architect.
4. Electrical Contractor shall maintain all parts of the electrical system temporary and permanent active and in-service at all times throughout the contract duration. All temporary lighting and power to be controlled by standard switches per code (outside of power panels) at no additional charge.
5. Temporary Service: Maintain service and grounding in compliance with the National Electric Code (NFPA 70). Include necessary overload protected disconnect. Comply with all NECA, NEMA and UL Standards.
6. Power Distribution System: Provide additional circuits of adequate size and proper characteristics for each use as required. In general run wiring overhead. Rise vertically where wiring will be least exposed to damage from construction operations.

7. Provide/maintain overload-protected disconnect switch as required by code.

1.11 USE CHARGES

- A. General: Cost or use charges for temporary facilities are provided by the Owner.
 1. Water Service Use Charges: Water from the Owner's existing water system may be used without metering, and without payment for use charges only with the Architect's prior written approval.
 2. Electric Power Service Use Charges: Electric power from the Owner's existing system may be used without payment of use charges only with the Architect's prior written approval. Contractor and Sub-Contractors shall exercise measures to conserve energy usage.

1.12 TELECOMMUNICATIONS SERVICES

- A. Each Contractor shall provide and pay for its own telephone service. Provide mobile phone service for all field superintendents and foreman.

1.13 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. Toilets: Use of the Owner's existing toilet facilities will not be permitted
- C. Maintain daily in clean and sanitary condition.
- D. At end of construction, return facilities to same or better condition as originally found.
- E. Sanitary Facilities: Sanitary facilities include temporary toilets, wash facilities and drinking water fixtures. Comply with governing regulations including safety and health codes for the type, number, location, operation and maintenance of fixtures and facilities; provide not less than specified requirements. Install in locations which will best serve the project's needs.
 1. Responsibilities: The General Construction Contractor is responsible for temporary sanitary facilities and their maintenance, including supplies, for all contractors.
 2. Install self-contained toilets to the extent permitted by governing regulations.

1.14 BARRIERS

- A. Responsibility: General construction barriers required for the project shall be the responsibility of the General Construction Contractor
- B. Barricades, Warning Signs and Lights: Comply with recognized standards and code requirements for erection of substantial, structurally adequate barricades where needed to prevent accidents and losses. Paint with appropriate colors, graphics and warning signs to inform personnel at the site and the public, of the hazard being protected against. Provide lighting where appropriate and needed for recognition of the facility, including flashing red lights where appropriate.
 1. Sign Materials: For signs and directory boards, provide exterior type, Grade B-B High Density Concrete Form Overlay Plywood conforming to PS-1, of sizes and thickness indicated. Provide exterior grade acrylic-latex-base enamel for painting sign panels and applying graphics.

- C. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations.
- D. Plywood: For safety barriers, sidewalk bridges and similar direct-contact uses, provide exterior type, 5/8" thick minimum prime and finish painted plywood.
- E. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.15 FENCING

- A. Enclosure Fence: General: Prior to start of excavation or other substantial elements of work begin, install a general enclosure fence with suitable lockable entrance gates. Locate where indicated, or if not indicated, enclose the entire site or the portion of the site determined to be sufficient to accommodate construction operations. Install in a manner that will prevent people, dogs and other animals from easily entering the site, except through entrance gates.
 - 1. The General Construction Contractor shall provide, maintain and pay all costs for temporary fencing until directed to remove fence from the site
- B. Construction: Commercial grade chain link fence.
- C. Provide 6-foot-high fence around construction site; equip with vehicular and pedestrian gates with locks.
- D. Locate where indicated, or if not indicated, enclosed portions of the site determined to be sufficient to accommodate construction operations. Install in a manner that will prevent people, dogs and other animals from easily entering the site, except through entrance gates.
 - 1. Material:
 - a. Steel fencing: Galvanized Chain Link and galvanized gates (non-climbable size).
 - b. Fabric: No. 9 GA galvanized, steel wire mesh, furnish one-piece fabric widths for fencing up to 12' in height indicated in the Contract Documents.
 - c. Framing and Accessories: End, Corner and Pull posts: 2.375" OD steel pipe.
 - d. Line Posts: Space 10'-0" O.C. maximum. 1.90" steel pipe or 1.875" x 1.625 C-sections.
 - e. Fence Rails: Locate at top and bottom of fabric. Post brace assembly - manufacturer's standard.
 - f. Wire ties: For tying fabric to line posts use wire ties spaced 12" O.C.
 - g. Height: 6'
 - 2. Excavate hole depths approximately 3" lower than post bottom; with bottom of posts set not less than 36" below finish grade surface. The line post holes will be 16" in diameter and 3'-9" in depth filled with set in a compacted mixture of gravel and earth.
 - a. Self-supporting fence with movable bases may be used when approved by the Owner and Architect in advance.

1.17 VEHICULAR ACCESS AND PARKING

- A. Comply with regulations relating to use of streets and sidewalks, access to emergency facilities, and access for emergency vehicles.
- B. Responsibilities: General Contractor is responsible for vehicular access and parking and all costs shall be included in their bid.
- C. Coordinate access and haul routes with governing authorities and Mount Vernon City Schools.
- D. Provide and maintain access to fire hydrants, free of obstructions.
- E. Provide means of removing mud from vehicle wheels before entering streets.

1.18 WASTE REMOVAL

- A. See Section 01 7419 - Waste Management, for additional requirements.
- B. Each Contractor shall provide containers, at grade, if required sufficient for the depositing of nonhazardous/non-toxic waste materials and shall remove such waste materials from project site as required or directed by the Architect.
 - 1. Provide specific containers for separation and storage of materials for recycling, salvage, reuse, return, and trash disposal, for use by all contractors and installers.
 - 2. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
- C. Each Contractor shall broom clean the work area at the end of each work day.
 - 1. If a contractor fails to clean areas at the end of each work day the Owner shall perform the cleaning and back charge the general contractor accordingly.
- D. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- E. Provide containers with lids. Remove trash from site periodically.
- F. Each Contractor shall be responsible for daily cleaning up of spillage and debris resulting from its operations and from those of its subcontractors; and shall be responsible for complete removal and disposition of hazardous and toxic waste materials.
- G. Burying or burning of waste materials on the site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- H. Provide rodent proof containers located on each floor level to encourage depositing of garbage and similar wastes by construction personnel.
- I. Site: Each Contractor shall maintain Project site free of waste materials and debris.
- J. Installed Work: Keep installed work clean. General Contractor shall 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.
- K. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

- L. Exposed Surfaces: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- M. Each Prime Contractor is responsible to provide dust protection for their construction-related activities.
- N. If daily cleaning and dust protection is not provided the Contractor will be back charged for Cleanup performed by employees of the Owner or a separate contractor retained by the Owner.

1.19 FIELD OFFICES

- A. Locate field offices, storage and fabrication sheds and other facilities for easy access to the work and as approved by the Owner. Position offices so that window gives the best possible view of construction activities.
- B. Field offices, storage and fabrication sheds and other facilities constructed of combustible material shall not be located closer than 15' from existing buildings.
- C. Maintain field offices, storage and fabrication sheds, temporary sanitary facilities, waste collection and disposal system, and project identification and temporary signs until near substantial completion. Immediately prior to substantial completion remove these facilities.

1.20 HOISTS AND TEMPORARY ELEVATOR USE:

- A. Each Contractor shall provide facilities for hoisting materials and employees. Do not permit employees to ride hoists which comply only with requirements for hoisting materials. Section of type, size and number of facilities is the Contractor's option. Truck cranes and similar devices used for hoisting are considered tools and equipment and not temporary facilities

1.21 MISCELLANEOUS PROVISIONS

- A. Dewatering Facilities and Drains: General: For temporary drainage and dewatering facilities and operations, comply with dewatering requirements of applicable sections. Maintain site excavations and construction free of water.
- B. Temporary Roof Drainage: The General Construction Contractor shall provide temporary drainage until roofing or similar waterproof deck construction is completed and prior to connection and operation of permanent drainage piping system.
 - 1. Dispose of rainwater in a lawful manner, which will not result in flooding of the project site or adjoining property, or endanger either permanent work or temporary facilities

1.22 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Substantial Completion inspection.
- B. Remove underground installations to a minimum depth of 2 feet. Grade site as indicated.
- C. Clean and repair damage caused by installation or use of temporary work.
- D. Restore existing facilities used during construction to original condition.
- E. Replace air filters and clean the inside of ductwork and housings.
- F. Replace significantly worn parts and parts that have been subject to unusual operating conditions.

- G. Replace lamps in the lighting system that are burned out or dimmed by substantial hours of use

PART 2 PRODUCTS -

2.1 DE - WATERING FACILITIES AND DRAINS

- A. The responsibility of de-watering of the site as to facilitate the work will be the responsibility of the General Construction Contractor.
 - 1. Dispose of rainwater in a lawful manner that will not result in flooding project or adjoining property nor endanger permanent drainage piping system, provide temporary drainage where roofing or similar waterproof deck construction is completed.

PART 3 EXECUTION -

3.1 TEMPORARY UTILITY INSTALLATION

- A. Use qualified personnel for installation of temporary facilities. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the work. Relocate and modify facilities as required.
- B. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.

3.2 CONTRACTOR FIELD OFFICES

- A. Any Prime Contractor may, with permission from the architect, establish a field office for their own use. Said office for the Contractors shall be of such size and design as approved by the owner and architect and shall be located in a fenced staging area or where directed by the Architect. Each representative contractor will arrange for telephone service and electric service, if required, directly with the utility company.
- B. Maintain, in each Contractor's field office, all articles for First Aid treatment; further, the contractor shall establish standing arrangements for the immediate removal and hospital treatment of any employees and other persons on the job site who may be injured or who may become ill during the course work.
- C. No interior work areas are to be used as office, storage or contractor staging.

3.3 SCAFFOLDING AND STAGING

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

3.4 FIRE PREVENTION CONTROL

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

3.5 DISCONTINUE, CHANGES AND REMOVAL

- A. All Contractors shall:
 - 1. Discontinue all temporary services required by the Contract when so directed by the Architect.

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

3.6 TEMPORARY SITE SAFETY AND DIRECTIONAL SIGNS:

- A. Prepare temporary signs to provide directional information to construction personnel and visitors.
- B. Construct signs of exterior type Grade AC plywood ½" thick. Support on posts or framing of preservative-treated wood or steel or attach to fencing; do not attach signs to buildings or permanent construction.
- C. Paint sign panel and applied graphics with exterior grade alkyd gloss enamel over exterior primer. Engage an experienced sign painter or fabricator to apply graphics.
- D. Include relocating temporary site safety and directional signs as many times as required or directed.
- E. The General Construction Contractor shall furnish and install construction signage as required at project site.

3.7 ENVIRONMENTAL PROTECTION:

- A. All workers shall provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects. Avoid using tools and equipment that produce harmful noise. Restrict use of noise making tools and equipment to hours that will minimize complaints from persons or firms near Project site.

3.8 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.
- B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage by freezing temperatures and similar elements.
 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.
 2. Protection: Prevent water-filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.

END OF SECTION

SECTION 01 6000
PRODUCT REQUIREMENTS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SECTION INCLUDES

- A. General product requirements.
- B. Re-use of existing products.
- C. Transportation, handling, storage and protection.
- D. Product option requirements.
- E. Substitution limitations and procedures.
- F. Owner Supplied Owner Installed Products

1.3 RELATED REQUIREMENTS

- A. Document 00 2113 - Bidding Requirements: Product options and substitution procedures prior to bid date.
- B. Section 01 4000 - Quality Requirements: Product quality monitoring.
- C. Section 01 6116 - Volatile Organic Compound (VOC) Content Restrictions: Requirements for VOC-restricted product categories.

1.4 SUBMITTALS

- A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

1.5 ASBESTOS

- A. Asbestos: All products, materials, etc., used in conjunction with this Project shall be Asbestos-Free.
 - 1. Contractor shall provide a certified letter to the Owner stating that no asbestos containing material has been used in this project. Refer to Section 01 7800 - Closeout Submittals.

PART 2 PRODUCTS

2.1 EXISTING PRODUCTS

- A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by the Contract Documents.
- B. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, or otherwise indicated as to remain the property of the Owner, become the property of the Contractor(s); remove from site.

2.2 NEW PRODUCTS

- A. Provide new products for all unless otherwise specifically required or permitted by the Contract Documents.
- B. DO NOT USE products having any of the following characteristics:
 - 1. Made outside the United States, its territories, Canada, or Mexico.
 - 2. Made using or containing CFC's or HCFC's.
- C. Where all other criteria are met, Contractor shall give preference to products that:
 - 1. If used on interior, have lower emissions, as defined in Section 01 6116.
 - 2. If wet-applied, have lower VOC content, as defined in Section 01 6116.
 - 3. Have a published GreenScreen Chemical Hazard Analysis.

2.3 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named. Submit on form attached.
- C. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 1 Section "Administrative Requirements". All products, other than "Basis of Design", shall be submitted as a substitution. Show compliance with requirements. Submit on form attached

PART 3 EXECUTION

3.1 SUBSTITUTION PROCEDURES

- A. Arconics Architecture, P.C. will consider requests for substitutions only within five (5) days after date established in Notice to Proceed.
- B. Substitutions will not be considered during the bidding phase.
- C. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- D. A request for substitution constitutes a representation that the submitter:

1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 2. Will provide the same warranty for the substitution as for the specified product.
 3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
 4. Waives claims for additional costs or time extension that may subsequently become apparent.
- E. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
- F. Substitution Submittal Procedure:
1. Substitution Request Form: Use form provided in this Section.
 2. Submit in electronic PDF format one copy of request for substitution for consideration. Limit each request to one proposed substitution.
 3. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence. Burden of proof is on proposer.
 4. 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.
 5. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 30 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
 - a. Use product specified if Architect cannot make a decision on use of a proposed substitution within time allocated.
 6. Arconics Architecture, P.C. will notify Contractor in writing of decision to accept or reject request.

SUBSTITUTION REQUEST FORM

SUBSTITUTION REQUEST NO. _____

(After the Bidding Phase)

Project: Rye Town Park – Beach Access Bathrooms

Substitution Request Number: _____

From: _____

Date: _____

A/E Project Number: _____

Specification Title: _____ Description: _____

Section: _____ Page: _____ Article/Paragraph: _____

Proposed Substitution:

Manufacturer: _____ Address: _____ Phone: _____

_____ model no.: _____

Installer: _____ Address: _____ Phone: _____

History: _____ New product _____ 2-5 yrs old _____ 5-10 yrs old _____ More than 10 yrs old

Differences between proposed substitution and specified product:

Point-by-point comparative data attached - REQUIRED

Reason for not providing specified item: _____

Similar Installation:

Project: _____ Architect: _____

Address: _____ Owner: _____

Date Installed: _____

Proposed substitution affects other parts of Work: _____ No _____ Yes; explain

Savings to Owner for accepting substitution: _____ (\$ _____)

Proposed substitution changes Contract Time: _____ No _____ Yes Add _____ Deduct _____ days.

Supporting Data Attached: _____ Drawings _____ Product Data _____ Samples _____ Tests Reports

The Undersigned certifies:

Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product. Same warranty will be furnished for proposed substitution as for specified product. Same maintenance service and source of replacement parts, as applicable, is available. Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule. Cost data as stated above is complete. Claims for additional costs related to accepted substitution which may subsequently become apparent are to be waived. Proposed substitution does not affect dimensions and functional clearances. Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution. Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.

Submitted by: _____

Signed by: _____

Firm: _____

Address: _____

Telephone: _____

Attachments:

A/E's REVIEW AND ACTION

____ Substitution approved - Make submittals in accordance with Specification Section 01330

____ Substitution approved as noted - Make submittals in accordance with Specification Section 01330.

____ Substitution rejected - Use specified materials.

____ Substitution Request received too late - Use specified materials.

____ Date: _____

Additional Comments: __ Contractor __ Subcontractor __ Supplier __ Manufacturer __ A/E

END OF SECTION

SECTION 01 6116

VOLATILE ORGANIC COMPOUND (VOC) CONTENT AND RESTRICTIONS

1.1 SECTION INCLUDES

- A. Requirements for Indoor-Emissions-Restricted products.
- B. Requirements for VOC-Content-Restricted products.
- C. Requirement for installer certification that they did not use any non-compliant products.

1.2 RELATED REQUIREMENTS

- A. Section 01 3000 - Administrative Requirements: Submittal procedures.
- B. Section 01 4000 - Quality Requirements: Procedures for testing and certifications.
- C. Section 01 6000 - Product Requirements: Fundamental product requirements, substitutions and product options, delivery, storage, and handling.
- D. Section 07 9200 - Joint Sealants: Emissions-compliant sealants.
- E. Section 15100 – Plumbing
- F. Section 15200 – Fire Protection
- G. Section 15300 – Heating, Ventilation, and Air Conditioning
- H. 16100 – Electrical

1.3 DEFINITIONS

- A. Indoor-Emissions-Restricted Products: All products in the following product categories, whether specified or not:
 - 1. Interior paints and coatings.
 - 2. Interior adhesives and sealants, including flooring adhesives.
 - 3. Flooring.
 - 4. Composite wood.
 - 5. Products making up wall and ceiling assemblies.
 - 6. Thermal and acoustical insulation.
- B. VOC-Content-Restricted Products: All products in the following product categories, whether specified or not:
 - 1. Interior paints and coatings.
 - 2. Interior adhesives and sealants, including flooring adhesives.
- C. Interior of Building: Anywhere inside the exterior weather barrier.

- D. Adhesives: All gunnable, trowelable, liquid-applied, and aerosol adhesives, whether specified or not; including flooring adhesives, resilient base adhesives, and pipe jointing adhesives.
- E. Sealants: All gunnable, trowelable, and liquid-applied joint sealants and sealant primers, whether specified or not; including firestopping sealants and duct joint sealers.
- F. Inherently Non-Emitting Materials: Products composed wholly of minerals or metals, unless they include organic-based surface coatings, binders, or sealants; and specifically the following:
 - 1. Concrete.
 - 2. Clay brick.
 - 3. Metals that are plated, anodized, or powder-coated.
 - 4. Glass.
 - 5. Ceramics.
 - 6. Solid wood flooring that is unfinished and untreated.

1.4 REFERENCE STANDARDS

- A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; current edition.
- B. NY TITLE 6, 6 CRR-NY111 A 205 NOTES, NY-CRR
- C. ASTM D3960 - Standard Practice for Determining Volatile Organic Compound (VOC) Content of Paints and Related Coatings; 2005 (Reapproved 2013).
- D. CAL (CDPH SM) - Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions From Indoor Sources Using Environmental Chambers; California Department of Public Health; v1.1, 2010.
- E. CARB (ATCM) - Airborne Toxic Control Measure to Reduce Formaldehyde Emissions from Composite Wood Products; California Air Resources Board; current edition.
- F. CARB (SCM) - Suggested Control Measure for Architectural Coatings; California Air Resources Board; 2007.
- G. CHPS (HPPD) - High Performance Products Database; Collaborative for High Performance Schools (CHPS); current edition at www.chps.net/.
- H. CRI (GLP) - Green Label Plus Testing Program - Certified Products; Carpet and Rug Institute; Current Edition.
- I. UL (GGG) - GREENGUARD Gold Certified Products; UL Environment; current listings at <http://http://productguide.ulenvironment.com/QuickSearch.aspx>.
- J. SCAQMD 1113 - South Coast Air Quality Management District Rule No.1113; current edition; www.aqmd.gov.
- K. SCAQMD 1168 - South Coast Air Quality Management District Rule No.1168; current edition; www.aqmd.gov.

- L. SCS (CPD) - SCS Certified Products; Scientific Certification Systems; current listings at www.scs-certified.com.
- M. UL (GGG) - GREENGUARD Gold Certified Products; UL Environment; current listings at <http://productguide.ulenvironment.com/QuickSearch.aspx>.

1.5 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: For each VOC-restricted product used in the project, submit evidence of compliance.
- C. Installer Certifications Regarding Prohibited Content: Require each installer of any type of product (not just the products for which VOC restrictions are specified) to certify that either 1) no adhesives, joint sealants, paints, coatings, or composite wood or agrifiber products have been used in the installation of his products, or 2) that such products used comply with these requirements.

1.6 QUALITY ASSURANCE

- A. Indoor Emissions Standard and Test Method: CAL (CDPH SM), using Standard Private Office exposure scenario and the allowable concentrations specified in the method, and range of total VOC's after 14 days.
 - 1. Wet-Applied Products: State amount applied in mass per surface area.
 - 2. Paints and Coatings: Test tinted products, not just tinting bases.
 - 3. Evidence of Compliance: Acceptable types of evidence are the following;
 - a. Current UL (GGG) certification.
 - b. Current SCS (CPD) Floorscore certification.
 - c. Current SCS (CPD) Indoor Advantage Gold certification.
 - d. Current listing in CHPS (HPPD) as a low-emitting product.
 - e. Current CRI (GLP) certification.
 - f. Test report showing compliance and stating exposure scenario used.
 - 4. Product data submittal showing VOC content is NOT acceptable evidence.
 - 5. Manufacturer's certification without test report by independent agency is NOT acceptable evidence.
- B. VOC Content Test Method: 40 CFR 59, Subpart D (EPA Method 24), or ASTM D3960, unless otherwise indicated.
 - 1. Evidence of Compliance: Acceptable types of evidence are:
 - a. Report of laboratory testing performed in accordance with requirements.
- C. Composite Wood Emissions Standard: CARB (ATCM) for ultra-low emitting formaldehyde (ULEF) resins.

1. Evidence of Compliance: Acceptable types of evidence are:
 - a. Current SCS "No Added Formaldehyde (NAF)" certification; www.scs-certified.com.
 - b. Report of laboratory testing performed in accordance with requirements.
 - c. Published product data showing compliance with requirements.
- D. Testing Agency Qualifications: Independent firm specializing in performing testing and inspections of the type specified in this section.

PART 2 PRODUCTS

2.1 MATERIALS

- A. All Products: Comply with the most stringent of federal, State, and local requirements, or these specifications.
- B. Indoor-Emissions-Restricted Products: Comply with Indoor Emissions Standard and Test Method, except for:
 1. Composite Wood, Wood Fiber, and Wood Chip Products: Comply with Composite Wood Emissions Standard or contain no added formaldehyde resins.
 2. Inherently Non-Emitting Materials.
- C. VOC-Content-Restricted Products: VOC content not greater than required by the following:
 1. Adhesives, Including Flooring Adhesives: SCAQMD 1168 Rule.
 2. Joint Sealants: SCAQMD 1168 Rule.
 3. Paints and Coatings: Each color; most stringent of the following:
 - a. 40 CFR 59, Subpart D.
 - b. SCAQMD 1113 Rule.
 - c. CARB (SCM).

PART 3 EXECUTION

3.1 FIELD QUALITY CONTROL

- A. Owner reserves the right to reject non-compliant products, whether installed or not, and require their removal and replacement with compliant products at no extra cost to Owner.
- B. Additional costs to restore indoor air quality due to installation of non-compliant products will be borne by Contractor.

END OF SECTION

SECTION 01 7000

EXECUTION

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SECTION INCLUDES

- A. Inspections prior to start of work.
- B. Examination, preparation, and general installation procedures.
- C. Requirements for alterations work, including selective removals and asbestos/lead abatement.
- D. Site scoping.
- E. Construction layout.
- F. Field engineering and surveying.
- G. General installation of products.
- H. Progress cleaning.
- I. Protection of installed construction.
- J. Correction of the Work.
- K. Removals and dust control.
- L. Cutting and patching.
- M. Cleaning and protection.
- N. Final Cleaning.
- O. Starting of systems and equipment.
- P. Demonstration and instruction of Rye Town Park personnel.
- Q. Closeout procedures, except payment procedures.

1.3 RELATED REQUIREMENTS

- A. Section 01 3000 - Administrative Requirements: Submittals procedures.
- B. Section 01 4000 - Quality Requirements: Testing and inspection procedures.
- C. Section 01 5000 - Temporary Facilities and Controls: Temporary interior partitions.

E. Section 01 7800 - Closeout Submittals: Project record documents, operation and maintenance data, warranties and bonds.

F. Section 07 8413 - Firestopping.

G. Individual Product Specification Sections:

1. Advance notification to other sections of openings required in work of those sections.
2. Limitations on cutting structural members.

1.4 REFERENCE STANDARDS

A. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2013.

1.5 SUBMITTALS

A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

B. Survey work: Submit name, address, and telephone number of Surveyor before starting survey work.

1. On request, submit documentation verifying accuracy of survey work.
2. Submit a copy of site drawing signed by the Land Surveyor, that the elevations and locations of the work are in conformance with Contract Documents.
3. Submit surveys and survey logs for the project record.

C. Certified Surveys: Submit two copies signed by land surveyor or professional engineer for each the following surveys:

1. Foundation Survey: After completion of foundations, as-built survey shall be submitted before continuing with the work.

D. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

E. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:

1. Structural integrity of any element of Project.
2. Integrity of weather exposed or moisture resistant element.
3. Efficiency, maintenance, or safety of any operational element.
4. Visual qualities of sight exposed elements.

1.6 QUALIFICATIONS

A. Refer to individual sections for additional requirements.

B. For survey work, employ a land surveyor registered in New York and acceptable to Arconics Architecture, P.C.

1.7 PROJECT CONDITIONS

- A. Use of explosives is not permitted.
- B. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.
- C. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
- D. Erosion and Sediment Control: Plan and execute work by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
 - 1. Minimize amount of bare soil exposed at one time.
 - 2. Provide temporary measures such as berms, dikes, and drains, to prevent water flow.

1.8 COORDINATION

- A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements.
- B. Notify affected utility companies and comply with their requirements.
- C. Coordinate completion and clean-up of work of separate sections.
- D. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

1.9 CODES, PERMITS, FEES, ETC. REFER TO SECTION 01 4100 REGULATORY REQUIREMENTS

PART 2 PRODUCTS

2.1 MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 6000.
- D. Barriers shall be constructed of sturdy lumber having a minimum size of 2 x 4.
 - 1. Signs shall be made of sturdy plywood of 1/2" minimum thickness and shall be made to legible at a distance of 50 feet.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Prior to start of construction take photographs, videos or similar documentation as evidence of existing project conditions as follows:
 - 1. Exterior views: Each area of work and areas of outside work area which could be construed as caused by the contractor.
- B. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- C. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- D. Examine and verify specific conditions described in individual specification sections.
- E. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.2 LAYING OUT THE WORK

- A. Verify locations of survey control points prior to starting work.
- B. Promptly notify Arconics Architecture, P.C. of any discrepancies discovered.
- C. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- D. Promptly report to Arconics Architecture, P.C. the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- E. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Arconics Architecture, P.C. .
- F. Utilize recognized engineering survey practices.
- G. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
 - 1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations.
 - 2. Grid or axis for structures.
 - 3. Building foundation and piers, ground floor elevations.
- H. Periodically verify layouts by same means.

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

3.3 REMOVAL AND DUST CONTROL

- A. The following procedures shall be followed when removals will create dust:

1. Exterior
 - a. Work must be in compliance with OSHA Construction Standard (29 CFR 1926.62).
 - b. Provide tarps on the outside of the building to catch all dust, debris and paint chips when items are being removed and installed.
2. Each Contractor shall provide labor for daily cleanup on the interior and the exterior of the building as required or directed by the Architect. Any visible debris shall be removed prior to occupancy the following day.
 - a. Only wet cleaning methods and/or HEPA vacuuming shall be used to clean.
3. All debris shall be disposed of properly in accordance with Federal, State and Local Regulations. Refer to Section 01 5000 - Temporary Facilities and Controls and asbestos and lead abatement sections for containers required.
4. Do not leave any openings unprotected at end of work day or during periods of excessive cold weather or precipitation.
5. At completion of each work area HEPA vacuumed and wet wiped.

3.4 GENERAL INSTALLATION REQUIREMENTS

- A. In addition to compliance with regulatory requirements, conduct construction operations in compliance with NFPA 241, including applicable recommendations in Appendix A.
- B. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- C. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- D. Saw cut all concrete slabs and asphalt paving.
- E. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- F. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- G. Make neat transitions between different surfaces, maintaining texture and appearance.

3.5 ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
 1. Verify that construction and utility arrangements are as shown.

2. Report discrepancies to Arconics Architecture, P.C. before disturbing existing installation.
 3. Beginning of alterations work constitutes acceptance of existing conditions.
- B. Remove existing work as required to accomplish new work.
1. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- C. Services (Including but not limited to Plumbing and Electrical): Remove, relocate, and extend existing systems to accommodate new construction.
1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
 2. Remove conduits, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.
- D. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
- E. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
- F. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- G. Do not begin new construction in alterations areas before demolition is complete.
- H. Comply with all other applicable requirements of this section.
- 3.6 CUTTING AND PATCHING
- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. See Alterations article above for additional requirements.
- C. Each Contractor shall perform whatever cutting and patching is necessary to:
1. Complete the work.
 2. Fit products together to integrate with other work.
 3. Provide openings for penetration of electrical HVAC, plumbing, and other services.
 4. Match work that has been cut to adjacent work.
 5. Repair areas adjacent to cuts to required condition.
 6. Repair new work damaged by subsequent work.
 7. Remove samples of installed work for testing when requested.
 8. Remove and replace defective and non-conforming work.

- D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- E. Restore work with new products in accordance with requirements of Contract Documents.
- F. Patching:
 - 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
 - 2. Match color, texture, and appearance.
 - 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.
 - 4. Each Prime Contractor shall fire seal and/or fire stop all openings and all penetrations caused by their work.
- G. Make neat transitions. Patch work to match adjacent work in texture and appearance. Where new work abuts or aligns with existing, perform a smooth and even transition.

3.7 VERIFICATION OF CONDITIONS

- A. All openings, measurements, door frames, existing conditions and other similar items or conditions shall be field measured prior to submission of any shop drawings or manufacturers literature for approval.
 - 1. Each Contractor shall investigate each space into and through which equipment must be moved. Equipment shall be shipped from manufacturer in sections, of size suitable for moving through restricted spaces. Where sectional fabrication and or delivery cannot be achieved, openings, enlargements etc. shall be provided by contractor whose equipment requires access, at no additional cost to the Owner.

3.8 PROGRESS CLEANING

3.9 PROTECTION OF INSTALLED WORK

- A. Each Contractor shall protect their installed work from damage by other construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.

- F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- G. Remove protective coverings when no longer needed; reuse or recycle plastic coverings if possible.

3.10 SYSTEM STARTUP

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.
- C. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- D. Verify that wiring and support components for equipment are complete and tested.
- E. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.
- F. Submit a written report that equipment or system has been properly installed and is functioning correctly.

3.11 DEMONSTRATION AND INSTRUCTION

- A. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at scheduled time, at equipment location.
- B. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- C. Provide a qualified person who is knowledgeable about the Project to perform demonstration and instruction of owner personnel.

3.12 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.
- B. Testing, adjusting, and balancing HVAC systems.

3.13 FINAL CLEANING

- A. Final cleaning shall be the responsibility of the General Construction Contractor and all costs for final cleaning shall be included in the Base Bid. Final cleaning responsibility shall include all areas of the building including the attic.
- B. Execute final cleaning prior to final project assessment.
- C. Use cleaning materials that are nonhazardous.
- D. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces,

- E. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- F. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- G. HVAC Contractor shall replace filters of operating equipment.
- H. Clean debris from roofs, gutters, downspouts, and drainage systems.
- I. Clean site; sweep paved areas, rake clean landscaped surfaces.
- J. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.
- K. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- L. 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.
- M. Cleaning Agents: Use cleaning materials and agents recommended by the 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.
- N. 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.
- O. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
- P. Sweep attic and basement floors broom clean.
- Q. Wax all resilient flooring.
- R. Remove labels that are not permanent.
- S. Touch up and otherwise repair and restore marred, exposed finishes and surfaces evidence of repair or restoration. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show
- T. Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
- U. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
- V. Leave Project clean and ready for occupancy.
- W. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

3.14 CLOSEOUT PROCEDURES REFER TO SECTION 01 7800

END OF SECTION

SECTION 017329
CUTTING AND PATCHING

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

- A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.
- B. In general, each Contractor shall perform all the cutting, patching, and fire sealing required to perform the work of their contract.

1.2 SECTION INCLUDES

- A. This Section includes procedural requirements for cutting and patching.

1.3 RELATED SECTIONS

- A. Refer to Divisions 3 through 32 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.
 - 1. Requirements in this Section apply to all prime contractors. Refer to Divisions 21, 22, 23 and 26 Sections for other requirements and limitations applicable to cutting and patching.

1.4 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 surfaces to original conditions after installation of other Work.

1.5 SUBMITTALS

- A. Cutting and Patching: Submit a method describing procedures at least 10 days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:
 - 1. Extent: Describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided.
 - 2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building's appearance and other significant visual elements.
 - 3. Products: List products to be used and firms or entities that will perform the Work.

4. Dates: Indicate when cutting and patching will be performed.
5. Utilities: List utilities that cutting and patching procedures will disturb or affect. List utilities that will be relocated and those that will be temporarily out of service. Indicate how long service will be disrupted.
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.
7. Architect's Approval: Obtain approval of cutting and patching before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory work.

1.6 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
 1. Provide a list of additional elements that are structural elements and that require Architect's approval of a cutting and patching proposal.
- B. Operational Elements: Do not cut and patch the following 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.
 1. Primary operational systems and equipment.
 2. Air or smoke barriers.
 3. Fire-protection systems.
 4. Control systems.
 5. Communication systems.
 6. Conveying systems.
 7. Electrical wiring systems.
- C. Miscellaneous Elements: Do not cut and patch the following elements or related 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.
 1. Water, moisture, or vapor barriers.
 2. Membranes and flashings.
 3. Exterior construction.

4. Equipment supports.
 5. Piping, ductwork, vessels, and equipment.
 6. Noise- and vibration-control elements and systems.
- D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces 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.
- E. 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.

1.7 WARRANTY

- A. Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void warranties.

PART 2 PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections of these Specifications.
- B. In-Place 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 in-place materials.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PERFORMANCE

- A. 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. 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.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. In-Place 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 Division 31 Sections where required by cutting and patching operations.
 - 5. Proceed with patching after construction operations requiring cutting are complete.
- C. 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 possible. Provide materials and comply with installation requirements specified in other Sections of these Specifications.
 - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate 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 eliminate evidence of patching and refinishing.
 - 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 existing 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, apply primer and intermediate paint coats 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 existing 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.

END OF SECTION

SECTION 01 7419

CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 WASTE MANAGEMENT REQUIREMENTS

- A. The Owner requires that this project generate the least amount of trash and waste possible.
- B. Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.
- C. Minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible.
- D. Contractor shall submit periodic Waste Disposal Reports; all landfill disposal, recycling, salvage, and reuse must be reported regardless of to whom the cost or savings accrues; use the same units of measure on all reports.
- E. Methods of trash/waste disposal that are not acceptable are:
 - 1. Burning on the project site.
 - 2. Burying on the project site.
 - 3. Dumping or burying on other property, public or private.
 - 4. Other illegal dumping or burying.
- F. Regulatory Requirements: Contractor is responsible for knowing and complying with all regulatory requirements, including but not limited to Federal, state and local requirements, pertaining to legal disposal of all construction and demolition waste materials.

1.3 DEFINITIONS

- A. Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk, or the like.
- B. Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations.
- C. Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity or reactivity.
- D. Nonhazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity, or reactivity.
- E. Nontoxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure.

- F. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.
- G. Recycle: To remove a waste material from the project site to another site for remanufacture into a new product for reuse by others.
- H. Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.
- I. Return: To give back reusable items or unused products to vendors for credit.
- J. Reuse: To reuse a construction waste material in some manner on the project site.
- K. Salvage: To remove a waste material from the project site to another site for resale or reuse by others.
- L. Sediment: Soil and other debris that has been eroded and transported by storm or well production run-off water.
- M. Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste.
- N. Toxic: Poisonous to humans either immediately or after a long period of exposure.
- O. Trash: Any product or material unable to be reused, returned, recycled, or salvaged.
- P. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.

PART 2 EXECUTION

2.1 WASTE MANAGEMENT PROCEDURES

- A. See Section 01 3000 for additional requirements for project meetings, reports, submittal procedures, and project documentation.
- B. See Section 01 5000 for additional requirements related to trash/waste collection and removal facilities and services.
- C. See Section 01 7000 for trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

END OF SECTION

SECTION 01 7800

CLOSEOUT PROCEDURES AND SUBMITTALS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SECTION INCLUDES

- A. Project Record Documents.
- B. Warranties and bonds.

1.3 RELATED REQUIREMENTS

- A. Section 01 3000 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- B. Individual Product Sections: Warranties required for specific products or Work.

1.4 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion:
 - 1. Prepare a list of items to be completed and corrected, the value of items on the list, and reasons why the Work is not complete.
 - 2. Advise Architect of pending insurance changeover requirements.
 - 3. Obtain and submit releases permitting Owner and Architect unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 4. Substantial Completion shall be when work is complete, premise is suitable for its intended use and all aspects of Code-compliance are met.
- B. Prior to issuance of the Certificate of Substantial Completion, submit, in writing, a request to the Architect a request to perform site inspection for the purpose of preparing a "punch list".
- C. On receipt of request Architect will prepare a punch list.
- D. Certificate of Substantial Completion will be issued after completion of all punch list items or Owner and Architect will notify Contractor of items, either punch list or additional items identified by Architect, that must be completed or corrected before certificate will be issued. After completion of "punch list" items submit the following:
 - 1. Application for Payment showing 100 percent completion for portion of the Work claimed as substantially completed the following:

2. Manufacturer's Warranties (guarantees).
3. Contractor's Warrantee (Two Years) and extended warranties
4. Maintenance agreements, if any.
5. Manifest for disposal of Hazardous material.
6. Test/adjust/balance records.
7. Maintenance Manuals and Instructions Manuals
8. Spare parts and Attic Stock.
9. Start-up performance reports.
10. Changeover information related to Owner's occupancy, use, and maintenance
11. Final cleaning.
12. Advice on shifting insurance coverage.
13. List of incomplete Work, recognized as exceptions to Architect's "punch list".
14. Architect's punch list certifying all punch list items have been completed with each item signed off by the Owner's Architect and Contractor.
15. Removal of temporary facilities and services.
16. Removal of surplus materials, rubbish and similar elements.
17. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
18. As Built Drawings.
19. Project Record Documents.

E. Requirements for Project Closeout, if applicable, shall include but not necessarily be limited to:

1. Fire Alarm System: Certification that all fire alarm systems (e.g. pull stations, smoke and fire detection devices) have been fully installed, inspected, tested and connected to the fire alarm system in accordance with NFPA72 – National Fire Alarm Code.
2. Fire Alarm System Record of Completion: The Record of Completion must be in accordance with NFPA72 - National Fire Alarm Code.
3. Sprinkler System Installation: Contractor's certification letter that installation is in accordance with NFPA13 – Standard for Installation of Sprinkler Systems is to be provided along with a completed and signed Contractor's Material and Test Certificate.
4. Sprinkler System Test Report: Sprinkler system periodic test report is to be provided in a format consistent with the requirements of NFPA25.
5. Stand-pipe System: Contractor's Certification plus Test Certificate is to be provided as per NFPA14 – Standard for Installation of Standpipes and Hose Systems.

6. Fire Stopping: The General Construction Contractor shall provide third-party inspection and provide written certification that all fire/smoke barrier walls were inspected and that any penetrations were sealed with a listed Through Penetration Firestop System.
 7. Electrical Inspection Certificate: Contractor's certification that all electrical systems have been installed in conformance with applicable codes (including NFPA70 – National Electrical Code and approved plans.
 8. Battery Operated Lighting and Emergency Lighting: Electrical Contractor's certification showing evidence of testing as required in NFPA101 Section 7.9
 9. Plumbing Certification: Contractor's certification that the plumbing systems have been installed in accordance with the applicable plumbing code.
 10. Backflow Prevention Certification: Certification that installation is in accordance with the approved plans, along with test and maintenance information for each backflow prevention device. Results should be shown on the NYS-DOH-1013 (Bureau of Public Water Supply Protection) form most recently submitted by facility.
 11. Certificate of Occupancy: General Construction Contractor shall file for the Certificate of Occupancy for building construction as issued from the local authority having jurisdiction.
 12. Ventilation System Certification: HVAC Contractor's letter certifying compliance regarding installation, testing, balancing, and correct operation of system.
 13. HVAC Air Balance Report: The report must show actual ventilation flow results and demonstrate compliance with design flows. The report shall include a cover certification by a licensed design professional who reviewed the air balancing results, indicating compliance with reference codes as per ANSI/ASHRAE/ASHE ventilation requirements as further specified in FGI 2014.
 14. Elevator Certification: Certification that elevator has been inspected, tested, and meets applicable needs.
- F. Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
1. If necessary re-inspection will be repeated and the contractor shall reimburse Owner for all additional inspections by the Architect.
 2. Results of completed inspection will form the basis of requirements for Final Completion

1.5 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
1. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Owner and Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will not process a final Certificate for Payment until after the inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

- a. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
- B. Following Final Inspection acceptance of work submit the following:
 1. Submit a final Application for Payment.
 2. Submit certified copy of Architect's Substantial Completion punch list items endorsed and dated Contractor and Architect certifying each item has been completed or otherwise resolved for acceptance.
 3. Update final statement, accounting for final changes to the Contract Sum.
 4. Release of liens from contractor and all entities of the contractor.
 5. Consent of Surety to Final Payment, AIA Document G707
 6. Contractor's Affidavit of Release of Liens (AIA G706A).
 7. Contractors Affidavit of Payment of Debts and Claims (AIA G706)
 8. Certification of Payment of Prevailing Wage Rates.
 9. Contractor's certified statement that no asbestos containing material was incorporated into the project.
 10. Asbestos manifest.
 11. Underwriters Certificate.

1.6 SUBMITTALS

- A. All Contractors shall submit all documentation identified in this section within thirty (30) days from the time the Contractor submits the list of items to be corrected, as referred to in the General Conditions, "in addition to other rights of the Owner set forth elsewhere in the Contract Documents, to include but not limited to withholding of final payment." If the documentation has not been submitted within thirty (30) day period, the Owner will obtain such through whatever means necessary. The Contractor shall solely be responsible for all expenses incurred by the Owner, provided the Owner has advised the Contractor of this action thirty 30 days prior to the culmination date and again, seven 7 days prior to the culmination date by written notice
- B. Project Record Documents: Submit documents to Arconics Architecture, P.C. with claim for final Application for Payment.
- C. Warranties and Bonds:
 1. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.1 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Reviewed shop drawings, product data, and samples.
 - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 - 1. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
 - 1. Field changes of dimension and detail.
 - 2. Details not on original Contract drawings.

3.2 RECORD DRAWINGS

- A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and approved Shop Drawings at the project site.
- B. Each Prime Contractor is responsible for marking up Sections that contain its own Work and for submitting the complete set of record drawings/specifications.
- C. 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 prepare the marked-up Record Prints.
 - 1. Accurately record information in an understandable drawing technique.
- D. Content: Types of items requiring marking include, but are not limited to, the following:
 - 1. Revisions to details shown on Drawings.
 - 2. Depths of foundations below lowest floor.
 - 3. Locations and depths of underground utilities.

4. Revisions to routing of piping and conduits.
 5. Revisions to electrical circuitry.
 6. Changes made by Change Order or Construction Change Directive.
 7. Changes made following Architect's written orders.
 8. Details not on the original Contract Drawings.
- E. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
- F. Mark important additional information that was either shown schematically or omitted from original Drawings.
- G. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

3.3 RECORD CAD DRAWINGS:

- A. Immediately before inspection for Certificate of Substantial Completion, review marked-up Record Prints with Architect. When authorized, prepare a full set of corrected CAD Drawings of the Contract Drawings, as follows:
1. Format: Same CAD program, version, and operating system as the original Contract Drawings.
 2. Incorporate changes and additional information previously marked on Record Prints. Delete, redraw, and add details and notations where applicable.
 3. Refer instances of uncertainty to Architect for resolution.
- B. Owner will furnish Contractor one set of CAD Drawings of the Contract Drawings for use in recording information.
1. Architect makes no representations as to the accuracy or completeness of CAD Drawings as they relate to the Contract Drawings.
 2. CAD Software Program: The Contract Drawings are available in Auto CAD 2013.

3.4 FORMAT

- A. Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location. Contractor shall certify and sign.
- B. 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.
- C. Identify Record Drawing as follows:
1. Project name.
 - a. Date.

- b. Designation "PROJECT RECORD DRAWINGS."
- c. Name of Architect and Owner.
- d. Name of Contractor.
- e. Contractor shall certify and sign each drawing

3.5 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

- A. For Each Product, Applied Material, and Finish:
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- C. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

3.6 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS

- A. For Each Item of Equipment and Each System:
 - 1. Description of unit or system, and component parts.
 - 2. Identify function, normal operating characteristics, and limiting conditions.
 - 3. Include performance curves, with engineering data and tests.
 - 4. Complete nomenclature and model number of replaceable parts.
- B. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.
- C. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- D. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and troubleshooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- E. Provide servicing and lubrication schedule, and list of lubricants required.
- F. Include manufacturer's printed operation and maintenance instructions.
- G. Include sequence of operation by controls manufacturer.
- H. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- I. Additional Requirements: As specified in individual product specification sections.

3.7 WARRANTIES AND BONDS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.

END OF SECTION

SECTION 017823

OPERATION AND MAINTENANCE DATA

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

- A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.

1.2 SECTION INCLUDES

- A. Work of this Section includes all labor, materials, equipment and services necessary to complete the operation and maintenance data as specified herein.

1.3 RELATED SECTIONS

- A. Submittal Procedures - Section 013300.
- B. Closeout Procedures - Section 017800.

1.4 GENERAL

- A. Compile product data and related information appropriate for Owner's maintenance and operation of products furnished under the Contract.
 - 1. Each Prime Contractor shall prepare operation and maintenance data as specified in this Section and as referenced in other pertinent sections of Specifications.

1.5 FORM OF SUBMITTALS

- A. Prepare data in the form of an instructional manual for use by Owner's personnel.
- B. Format
 - 1. Size: 8-1/2" x 11".
 - 2. Paper: 20 pound minimum, white for typed pages.
 - 3. Text: Manufacturer's printed data, or neatly typewritten.
 - 4. Drawings
 - a. Provide reinforced punched binder tab, bind in with text.
 - b. Fold larger drawings to the size of the text pages.
 - 5. Provide fly-leaf for each separate product, or each piece of operating equipment.
 - a. Provide typed description of product, and major component parts of equipment.
 - b. Provide indexed tabs.
 - 6. Cover: Identify each volume with typed or printed title "OPERATING AND MAINTENANCE INSTRUCTIONS." List:

- a. Title of Project.
- b. Identity of separate structure as applicable.
- c. Identity of general subject matter covered in the manual.

C. Binders

- 1. Commercial quality three-ring binders with durable and cleanable plastic covers.
- 2. Maximum ring size: 1 inch.
- 3. When multiple binders are used, correlate the data into related consistent groupings.

1.6 MANUAL FOR MATERIALS AND FINISHES

A. Submit two copies of complete manual in final form.

B. Content, for architectural products, applied materials and finishes

- 1. Manufacturer's data, giving full information on products.
 - a. Catalog number, size, composition.
 - b. Color and texture designations.
 - c. Information required for re-ordering special-manufactured products.
- 2. Instructions for care and maintenance.
 - a. Manufacturer's recommendation for types of cleaning agents and methods.
 - b. Cautions against cleaning agents and methods which are detrimental to the product.
 - c. Recommended schedule for cleaning and maintenance.

C. Content, for moisture-protection and weather-exposed products

- 1. Manufacturer's data, giving full information on products.
 - a. Applicable standards.
 - b. Chemical composition.
 - c. Details of installation.
- 2. Instructions for inspection, maintenance, and repair.

1.7 MANUAL FOR EQUIPMENT AND SYSTEMS

A. Submit three copies of complete manual in final form.

B. Content, for each unit of equipment and system, as appropriate.

- 1. Description of unit and component parts.
 - a. Function, normal operating characteristics, and limiting conditions.

- b. Performance curves, engineering data and tests.
 - c. Complete nomenclature and commercial number of all replaceable parts.
 - 2. Operating procedures
 - a. Start-up, break-in, routine and normal operating instructions.
 - b. Regulation, control, stopping, shut-down and emergency instructions.
 - c. Summer and winter operating instructions.
 - d. Special operating instructions.
 - 3. Maintenance procedures
 - a. Routine operations.
 - b. Guide to "trouble-shooting."
 - c. Disassembly, repair and reassembly.
 - d. Alignment, adjusting and checking.
 - 4. Servicing and lubrication schedule.
 - a. List of lubricants required.
 - 5. Manufacturer's printed operating and maintenance instructions.
 - 6. Description of sequence of operation by control manufacturer.
 - 7. Original manufacturer's parts list, illustrations, assembly drawings and diagrams required for maintenance.
 - a. Predicted life of parts subject to wear.
 - b. Items recommended to be stocked as spare parts.
 - 8. As-installed control diagrams by controls manufacturer.
 - 9. Each contractor's coordination drawings.
 - a. As-installed color coded piping diagrams.
 - 10. Charts of valve tag numbers, with the location and function of each valve.
 - 11. List of original manufacturer's spare parts, manufacturer's current prices, and recommended quantities to be maintained in storage.
 - 12. Other data as required under pertinent sections of specifications.
- C. Content, for each electric and electronic system, as appropriate:
- 1. Description of system and component parts.

- a. Function, normal operating characteristics, and limiting condition.
 - b. Performance curves, engineering data and tests.
 - c. Complete nomenclature and commercial number of replaceable parts.
 2. Circuit directories of panel boards.
 - a. Electrical service.
 - b. Controls.
 - c. Communications.
 3. As-installed color coded wiring diagrams.
 4. Operation procedures
 - a. Routine and normal operating instructions.
 - b. Sequences required.
 - c. Special operating instructions.
 5. Maintenance procedures
 - a. Routine operations.
 - b. Guide to "trouble-shooting."
 - c. Disassembly, repair and reassembly.
 - d. Adjustment and checking.
 6. Manufacturer's printed operating and maintenance instructions.
 7. List of original manufacturer's spare parts, manufacturer's current prices, and recommended quantities to be maintained in storage.
 8. Other data as required under pertinent sections of specifications.
- D. Prepare and include additional data when the need for such data becomes apparent during instruction of Owner's personnel.
- E. Additional Requirements for Operation and Maintenance Data: The respective sections of Specifications.

END OF SECTION

SECTION 02 8070

ABATEMENT SUMMARY OF WORK

PART 1 - GENERAL

1.1 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of this Contract comprises the requirements for potential asbestos abatement located at Rye Town Park Bath House. The building will be under various stages of renovation at the time of abatement if required.
- B. During the course of demolition conducted under an earlier separate contract, asbestos and lead paint abatement was conducted. The nature and scope of the abated materials and scope of abatement work was as identified in "Asbestos and Lead Paint Survey Report – July 20, 2022, prepared by Hygenix, Inc. This document is incorporated into this project specification for all contractors' knowledge and information and as, such, is part of the contract documents.
- C. The strong potential exists that during the course of the renovations, materials requiring abatement will be revealed by various isolated demolition. Contractors are hereby informed and notified that in the event the Contractors, their employees, or their sub-contractors encounter a material or condition which is unknown or may be suspected to contain asbestos or other hazardous material, they will not disturb the material, will immediately stop work in that area and immediately notify the Architect and Owner in writing of the condition or suspected material.
- D. Likely asbestos-containing materials which may be encountered (pipe insulation) are friable except for the linoleum flooring. In general, all abatement must be performed in accordance with the New York State Department of Labor Industrial Code Rule 56 (12NYCRR Part 56) and Federal (EPA and OSHA) regulations as they pertain to asbestos abatement. A NYSDOL licensed asbestos abatement contractor employing certified workers must perform the work. The non-friable asbestos abatement should be performed in accordance with the applicable sections of Rule 56 for the Removal of Non-friable ACM. A NYSDOL certified project monitor must inspect the project on a daily basis for completeness of abatement in accordance with Section 56-0.1. The project monitor will be engaged and paid directly by the Owner; the General Construction Contractor shall be responsible for communicating the work schedule so the project monitor can be on site when needed.
- E. Any work in these areas must be done by individuals with the proper asbestos training and certifications.

1.2 CONTRACTS

A. Division of Work

- 1. Under the General Construction Contractor's contract, the Asbestos Abatement Contractor shall:
 - a. Perform Abatement Work required as uncovered and directed during the course of renovation.

1.3 DESCRIPTION OF WORK

- A. The Work specified herein shall be the removal of asbestos containing materials by competent persons trained, knowledgeable, and qualified in the techniques of abatement, handling, and disposal of asbestos containing and asbestos contaminated materials and the subsequent cleaning of contaminated areas, who

comply with all applicable federal, state, and local regulations and are capable of and willing to perform the Work of this Contract.

- B. The General Construction Contractor shall supply labor, materials, services, insurance, permits, and equipment necessary to carry out the Work in accordance with all applicable federal, state, and local regulations and these specifications.

1.4 WORK SEQUENCE

- A. Conduct Abatement Work in stages whenever possible to accommodate all construction contractors' use of the promises during the construction period. Coordinate construction schedule with the General Construction Contractor and Architect.
- B. Conduct Abatement Work in stages to provide for other contractors' convenience in maintaining project schedule.

1.5 CONSTRUCTION DURING ABATEMENT

- A. It is intended that work of other trade contractors will proceed concurrently with abatement activities to the extent possible to facilitate the continuity and progress of the work and minimize the disturbance of contractor activities in spaces adjacent to abatement work.
- B. Protect all workers against hazards of the asbestos abatement and other construction operations and also provide access to work spaces. If elimination of access to any work space becomes necessary, it shall occur only after advance notice and special arrangements with the Architect.
- C. Provide necessary barricades, temporary partitions, other separations, and closures to protect the other workers in the building from harm or injury due to the abatement operations, to restrict access to construction areas to construction workers, and to prevent dust and debris caused by construction activities from entering worker-occupied spaces.

1.6 COORDINATION

- A. The Abatement Contractor shall work with all Contractors at the job site to maintain continuity of work in accordance with the project schedule. The Abatement Contractor must cooperate to the maximum extent with the other Contractors to facilitate the execution of their work. Timely notice of change in the Abatement Contractor's schedule shall be given to the others and to the Architect so that all operations may be rescheduled or modified as required.
- B. In case of conflicts occurring because of failure to abide by the requirements of the above paragraph, the Architect's decisions will be final, and no extra compensation will be awarded for extra work caused by failure to follow the above requirements.
- C. The Architect shall have the right to stop the work immediately if the Asbestos Contractor does not adhere to the specifications contained herein. Such notice can be verbal or in writing. If a verbal order is given, a written order must follow.

1.7 PROTECTION OF EXISTING BUILDING AND GROUNDS

- A. Provide protection to prevent damage to building, both interior and exterior, during abatement operations.
- B. Repair damage to building and grounds to the satisfaction of the Architect. operations.

1.8 PROTECTION OF EQUIPMENT AND MATERIALS

- A. Abatement Contractor must assume full and complete responsibility for protection and safekeeping of his products and equipment stored at project location.

1.9 PROTECTION OF UTILITIES

- A. Provide and maintain adequate protection for existing utilities. Repair such Work damaged during construction to the satisfaction of the Architect.

1.10 ASBESTOS PROJECT MONITOR

- A. Perform work only when the Asbestos Project Monitor is on site unless otherwise instructed in writing by the Architect.
- B. Perform work only during the hours of work which established at the Pre-Construction Meeting or as approved in writing by the Architect at least 24 hours in advance of the change. This will allow the Asbestos Project Monitor to monitor the Work in progress.

NOTE: ALL CONTRACTORS ARE HEREBY NOTIFIED THAT IN THE EVENT THE CONTRACTORS, THEIR EMPLOYEES OR SUBCONTRACTORS ENCOUNTER A MATERIAL OR CONDITION WHICH IS UNKNOWN OR WHICH MAY BE SUSPECTED TO CONTAIN ASBESTOS OR OTHER HAZARDOUS MATERIAL, THE CONTRACTOR WILL NOT DISTURB THE MATERIAL, BUT SHALL STOP WORK IN THAT AREA AND NOTIFY THE OWNER IN WRITING IMMEDIATELY OF THE CONDITION OR MATERIAL.

END OF SECTION

SECTION 02 8071

ABATEMENT REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- A. All Work shall be done in strict accordance with all applicable federal, state, and local regulations, standards, and codes governing asbestos abatement and any other trade work done in conjunction with the abatement.
- B. The most recent edition of any relevant regulation, standard, document, or code shall be applicable to the Work. Where conflict among the requirements or with these specifications exists, the most stringent requirements are applicable.
- C. Copies of all standards, regulations, codes, and other applicable documents and subsequent amendments thereto, listed in this section and including this specification, shall be available at the work site in the clean change area of the worker decontamination system.

PART 2 - SPECIFIC REQUIREMENTS

2.1 OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA)

- A. OSHA regulations governing asbestos abatement include, but are not limited to:
 - 1. Title 29 CFR Section 1926.1101, Occupational Exposure to Asbestos Construction Standard.
 - 2. Title 29 CFR Section 1910.1001, General Industry Standard for Asbestos.
 - 3. Title 29 CFR Section 1910.134, General Industry Standard for Respiratory Protection.
 - 4. Title 29 CFR Section 1910.20, Access to Employee Exposure and Medical Records.
 - 5. Title 29 CFR Section 1910.1200, Hazard Communication.
 - 6. Title 29 CFR Section 1910.145, Specifications for Accident Prevention Signs and Tags.
 - 7. Title 29 CFR Section 1910.95, Noise Regulation.

2.2 ENVIRONMENTAL PROTECTION AGENCY (EPA)

- A. EPA regulations governing asbestos abatement include, but are not limited to:
 - 1. Title 40 CFR Part 61, Subparts A and M, National Emission Standard for Asbestos.
 - 2. Title 40 CFR Part 763, Subpart G, Asbestos Abatement Project.
 - 3. Title 40 CFR Part 763, Asbestos Containing Materials in Schools, Final Rule and Notice.

2.3 AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

- A. ANSI standards governing asbestos abatement include, but are not limited to:
 - 1. Fundamentals Governing the Design and Operation of Local Exhaust Systems, Publication 29.2-79.

- 2. Practices for Respiratory Protection, Publication Z88.2-80.
- 2.4 COMPRESSED GAS ASSOCIATION (CGA)
 - A. Pamphlet G-7, "Compressed Air for Human Respiration" and Specification G-7.1, "Commodity Specification for Air."
- 2.5 MINE SAFETY AND HEALTH ADMINISTRATION (MSHA)
 - A. Certification of respirators as per 30 CFR Part 11.
- 2.6 NATIONAL INSTITUTE FOR OCCUPATIONAL SAFETY AND HEALTH (NIOSH)
 - A. NIOSH regulations governing asbestos abatement include, but are not limited to:
 - 1. A guide to respiratory protection for the asbestos abatement industry.
 - 2. Approval of respirators as per 30 CFR Part 11.
 - 3. Standards for analysis of air samples.
- 2.7 CANADIAN STANDARD ASSOCIATION
 - A. Standard Z180.1-1978, "Compressed Breathing Air."
- 2.8 AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)
 - A. Standard Guide for Visual Inspection of Asbestos Abatement Projects.
- 2.9 NEW YORK STATE REQUIREMENTS
 - A. State regulations governing asbestos abatement include, but are not limited to:
 - 1. New York State Department of Environmental Conservation (NYSDEC), Title 6 NYCRR, Part 360 and 364, The New York State Hazardous Waste Management Regulations.
 - B. Part 56 of Title 12 of the Official Compilation of Codes, Rules and Regulations.
 - C. Chapter II: Title 10, Part 73 of the New York Code of Rules and Regulations: Asbestos Safety Program Requirements.
- 2.10 LICENSES
 - A. Maintain current licenses as required by applicable state or local jurisdictions for the removal, transportation, disposal, or other regulated activity relative to the Work of this Contract.
- 2.11 NEW AND AMENDED REGULATIONS
 - A. Any and all new or amended federal, state, or local regulations becoming effective during this project and not listed are to be considered as part of this specification.
- 2.12 NOTICES

- A. USEPA: Send written notification in accordance with 40 CFR Part 61.146 to the Regional Asbestos Contact responsible for the enforcement of the National Emission Standard for Asbestos at least ten (10) days prior to the commencement of any on-site project activity. Send notification to the following address:

Region 2
Asbestos NESHAPS Contact
Air and Waste Management Division
USEPA
26 Federal Plaza
New York, New York 10007

- B. NYS Department of Labor: Send written notification in accordance with Part 56 of Title 12 to the Asbestos Control Bureau of the NYS Department of Labor's Division of Safety and Health. Use forms provided by the Department of Labor.

END OF SECTION

SECTION 02 8073

ABATEMENT SUBMITTALS

PART 1 - GENERAL

1.1 DESCRIPTION

A. Related requirements specified elsewhere.

1. Testing Laboratory Services: Section 02 8074

1.2 SUBMISSION REQUIREMENTS

A. A Submittal cover sheet in 02 8073.01 must be used for all abatement submittals.

B. Pre-contract Submittals. Within three days after bids are opened, the three apparent low bidders shall be required to submit the following documentation:

1. Resume: Shall include the following:

- a. Contractor license issued by New York State Department of Labor.
- b. The number of years engaged in asbestos removal.
- c. An outline of the worker training course and medical surveillance program conducted by the contractor.
- d. A standard operating procedures manual describing work practices and procedures, equipment, type of decontamination facilities, respirator program, special removal techniques, etc.

2. Citations/Violations/Legal Proceedings

- a. Submit a notarized statement describing any citations, violations, criminal charges, or legal proceedings undertaken or issued by any law enforcement, regulatory agency, or consultant concerning performance on previous abatement contracts. Briefly describe the circumstances citing the project and involved persons and agencies as well as the outcome of any actions.
- b. Answer the question: "Has your Abatement firm or its agents been issued a Stop Work Order on any project within the last two years?" If "Yes", provide details as discussed above.
- c. Answer the question: "Are you now, or have you been in the past, a party to any litigation or arbitration arising out of your performance on asbestos abatement contracts?" If "Yes", provide details as discussed above.
- d. Describe any liquidated damages assessed within the last two years.

3. Preliminary Schedule

- a. Provide an estimate of manpower to be utilized and the time required for completion of each work area uncovered. Include the size and number of crews and work shifts.

C. Prior to Commencement of Work, Contractor shall:

1. NYS Department of Labor: Provide Owner with a copy of the notice to the Asbestos Control Program of the NYS Labor Department's Division of Safety and Health as per Part 56 of Title 12.
2. NYSDEC: Submit to the Owner a copy of the annual "Industrial Waste Hauler Permit" specifically for asbestos-containing materials required pursuant to 6 NYCRR364. Submit certification that the proposed waste disposal site meets the requirements of 40 CFR 61.156 and any pertinent local and state regulations. Provide Owner with a copy of the notice to the Asbestos Enforcement Division of the NYSDEC.
3. Submit documentation satisfactory to the Owner that the Contractor's employees, including Superintendent, Foremen, Supervisors, and other company personnel or agents, who may be exposed to airborne asbestos fibers or who may be responsible for any aspects of abatement activities, have received adequate training. A copy of their Asbestos Handling Certificates will be provided. Foremen and Supervisors shall, at a minimum, meet the training requirements of a competent person as defined in 29 CFR 1926.1101.
4. Submit to the Architect shop drawings for layout and construction of decontamination enclosure systems and barriers for isolation of the work area as required by applicable regulations.
5. Submit manufacturer's certification that HEPA vacuums, negative pressure ventilation units, and other local exhaust ventilation equipment conform to ANSI Z9.2-79.
6. When rental equipment is to be used in abatement areas or to transport asbestos-contaminated waste, a written notification concerning intended use of the rental equipment must be provided to the rental agency with a copy submitted to the Architect.
7. Provide a copy of the respiratory program required in 29 CFR 1910.134 (b), (d), (e), and (f). Include manufacturer certification of HEPA filtration capabilities for all cartridges and filters.
8. Submit a copy of the firm's asbestos handling license.
9. Submit the name, address, contact person and the ELAP approval number for the laboratory utilized for the analysis of the Contractor's OSHA monitoring.
10. Worker Training and Medical Surveillance: The Contractor shall submit a list of the persons who will be employed by him and his subcontractors in the removal work. Present evidence that workers have received proper training required by the regulations and the medical examinations required by OSHA 29 CFR 1926.1101.
11. Logs: Specimen copies of daily progress log, visitor's log, and disposal log.
12. Material List: A complete materials list of all items proposed to be furnished and used under this contract.
13. Subcontractors List: The General Construction Contractor shall submit a list of all subcontractors to be used for abatement.
14. Material Safety Data Sheets (MSDS): Submit copies of MSDS for each chemical or material used for the project (encapsulant, surfactant, mastic remover, etc.)
15. Project Supervisor: Submit the resume of the proposed Project Supervisor.

16. Worker's Acknowledgments: Submit statements signed by each employee that the employee has received training in the proper handling of asbestos containing materials; understands the health implications and risks involved; and understands the use and limitations of the respiratory equipment to be used.

E. During abatement activities, General Construction Contractor shall:

1. Submit copies of all transport manifests, trip tickets, and disposal receipts for all asbestos waste materials removed from the work area during the abatement process. The documentation must show the entire chain of custody from the time the asbestos is removed.
2. The Contractor will maintain worksite entry log books with information on worker and visitor access. The Asbestos Handling Certificates for all workers will be kept at the entrance to the work site or the certificates will be checked upon each entry by the Contractor. Copies will be provided to the Owner, Engineer, and Contractor.
3. Submit logs documenting filter changes on respirators, HEPA vacuums, negative pressure ventilation units, and other engineering controls.
4. Submit results of bulk material analysis and air sampling data collected during the course of the abatement including OSHA compliance air monitoring results.
5. Submit results of materials testing conducted during the abatement for purposes of utilization during abatement activities (e.g., testing of encapsulant for depth of penetration and testing of substitute materials for adherence to encapsulated surfaces).
6. Post in the clean room area of the worker decontamination enclosure a list containing the names, addresses, and telephone numbers of the General Construction Contractor, the Abatement Contractor, the Architect, the Asbestos Project Monitor, the Air Sampling Professional, the testing laboratory, the police department, the fire department, and any other personnel who may be required to assist during abatement activities.

F. Project Closeout Submissions:

1. Submit copies of all waste disposal manifests, seals, and disposal logs.
2. Submit OSHA compliance air monitoring records conducted during the work.
3. Submit copies of the daily progress log.
4. Submit copies of the Visitor's log.
5. Submit Certificate of Visual Inspection.
6. Submit copies of any required Employee Statements such as Medical Examination Statement, Certificate of Worker's Release, or Employee Training Statement.

END OF SECTION

SECTION 02 8080

ABATEMENT PERSONNEL PROTECTION

PART 1 - GENERAL

1.1 DESCRIPTION

A. Related Requirements Specified Elsewhere

1. Regulatory Requirements: Section 028071

B. Description of Work

1. This section describes the equipment and procedures required for worker and authorized visitor protection against asbestos contamination and other hazards.

1.2 SUBMITTALS

A. Asbestos Handling Certificate

1. Each worker will have a current asbestos handling certificate issued by the NYS Department of Labor. Copies will be submitted to the Architect.

B. Product Data

1. Submit manufacturer's product data for all components of respiratory systems proposed to be utilized.

C. Operations and Maintenance (O&M)

1. Submit O&M manuals for respiratory systems.
2. Submit the name and qualifications of the individual assigned to monitor the supply air respiratory system.

D. Respiratory Protection Program

1. Provide the respiratory protection program detailed herein.

PART 2 - EQUIPMENT

2.1 RESPIRATORY PROTECTION EQUIPMENT

- A. Respirators shall be provided that have been tested and approved by NIOSH MSHA under 30 CFR Part 11 for use in asbestos-contaminated atmospheres and bear the approval labels and TC numbers. The respirator chosen by the Contractor must ensure that the workers are not exposed to asbestos concentrations above the PEL, 0.1 f/cc, 8 hour TWA. The rules in 29 CFR 1926.1101 (h) shall govern the respirator selection.

1. Where not in violation of NIOSH, OSHA, and any other regulatory requirements, the Contractor shall provide the following minimum respiratory protection to the maximum use concentrations indicated:

MSHA/NIOSH Approved Respiratory Protection	Maximum Use Concentrations
Half Mask Air Purifying With HEPA Filters	0.1 f/cc
Full Facepiece Air Purifying With HEPA Filters	0.5 f/cc
HEPA Filters and Quantitative Fit Test	
Powered Air Purifying (PAPR) Loose fitting Helmet or Hood, HEPA Filter	0.25 f/cc
Powered Air Purifying (PAPR) Full Facepiece, HEPA filter	0.5 f/cc
Supplied Air, Continuous Flow Loose fitting Helmet or Hood	0.25 f/cc
Supplied Air, Continuous Flow Full Facepiece, HEPA Filter	0.5 f/cc
Full Facepiece Supplied Air, Pressure Demand, HEPA Filter	10 f/cc
Full Facepiece Supplied Air, Pressure Demand, with Aux. SCBA, Pressure Demand or Continuous Flow	>10 f/cc

- B. Spectacle kits and eyeglasses must be provided for employees who wear glasses and who must wear full face piece respirators.
- C. The nature of the encapsulant may affect the requirements for respiratory protection. Vapors that may be given off during encapsulant application must be taken into account when selecting respirators, if types other than air supplied are used.
- D. The minimum level of respiratory protection allowable for all plaster and fireproofing work areas during gross removal will be PAPRs.

2.2 PROTECTIVE CLOTHING

- A. Full body disposable protective clothing, including head, body, and foot coverings (unless using footwear as described below) consisting of material impenetrable by asbestos fibers (TyvekR or equivalent) shall be provided to all workers and authorized visitors in sizes adequate to accommodate movement without tearing. Provide a sufficient number for all required changes, for all workers in the work area.
- B. Additional safety equipment (e.g., hard hats meeting the requirements of ANSI Standard Z89.1-1981, eye protection meeting the requirements of ANSI Standard Z87.1-1979, safety shoes meeting the requirements of ANSI Standard Z41.1-1967, disposable PVC gloves or other work gloves), as necessary, shall be provided to all workers and authorized visitors.
- C. Nonskid footwear shall be provided to all abatement workers. Disposable clothing shall be adequately sealed to the footwear to prevent body contamination.

PART 3 - EXECUTION

3.1 TRAINING

- A. All workers will have current Asbestos Handling Certificates issued by the New York State Commissioner of Labor.
- B. Supervisory personnel shall be competent people, as defined in 29 CFR 1926.1101 (b), and shall receive training as required in 29 CFR 1926.1101 and have a current Supervisor Certificate issued by the New York State Commissioner of Labor.

3.2 RESPIRATORY PROTECTION

- A. All respiratory protection shall be provided to workers in accordance with the submitted written respiratory protection program, which includes all items in OSHA 29 CFR 1910.134 (b), (d), (e), and (f). This program shall be posted in the clean room of the worker decontamination enclosure system.
- B. Workers shall be provided with personally issued, individually identified (marked with waterproof designations) respirators.
- C. Respirators shall be selected that meet the following level of protection requirements: The workers will not be exposed to in excess of 0.1 f/cc, 8-hour TWA.
- D. When air tests show the level of asbestos exceeds 0.1 f/cc, the permissible exposure level, the Contractor will begin respiratory protection and personnel monitoring. At a minimum, half-face air purifying respirators will be worn during all preparation and cleaning operations.
- E. During all removal operations, except glovebag removal, the minimum level of protection required is the powered air purifying respirator. During glovebag removal the minimum level of protection required is a half face negative pressure air purifying respirator.
- F. Fit Testing
 - 1. Workers must perform positive and negative air pressure fit tests each time a respirator is put on, whenever the respirator design so permits. Powered air-purifying respirators shall be tested for adequate flow as specified by the manufacturer.
 - 2. Workers shall be given a qualitative fit test in accordance with procedures detailed in the OSHA Regulation (29 CFR 1926.1101, Appendix C, Qualitative and Quantitative Fit Testing Procedures) for all respirators to be used on this abatement project. The irritant fume protocol will be utilized. An appropriately administered quantitative fit test may be substituted for the qualitative fit test.
- G. No one wearing a beard or other facial hair shall be permitted to don a respirator and enter the work area.
- H. Additional respirators (minimum of two of each type) and training on their donning and use must be available at the work site for authorized visitors who may be required to enter the work area.

3.3 PROTECTIVE CLOTHING

- A. Disposable clothing including head, foot, and full body protection shall be provided in sufficient quantities and adequate sizes for all workers and authorized visitors.

- B. Hard hats, protective eyewear, gloves, rubber boots, and/or other footwear shall be provided as required for workers and authorized visitors. Safety shoes may be required for some activities.
- C. Protective clothing shall not be worn outside the work area in lieu of street clothing.

3.4 MEDICAL SURVEILLANCE

- A. Medical surveillance must be provided by the Contractor to any employee or agent that may be exposed to asbestos in excess of background levels during any phase of the abatement project. The surveillance program shall be in accordance with 29 CFR 1926.1101.
- B. Employees shall be given an opportunity to be evaluated by a physician to determine their capability to work safely while breathing through the added resistance of a respirator.
- C. Copies of the Medical Surveillance Documentation for each employee must be submitted.

END OF SECTION

SECTION 02 8084

ABATEMENT MAINTENANCE OF RECORDS

PART 1 GENERAL

1.1 DESCRIPTION

- A. The General Construction Contractor/Abatement Contractor shall maintain the records required in Title 29 CFR 1926.1101 (n) and Part 56 of Title 12 of the Official Compilation of Codes, Rules and Regulations of the State of New York.
- B. The General Construction Contractor shall provide the Owner and Architect with 3 bound hard copies and 1 electronic copy of all records.
- C. Related Requirements Specified Elsewhere
 - 1. Submittals: Section 02 8073
 - 2. Closeout Procedures and Submittals: Section 01 7800.

END OF SECTION

SECTION 02 8086

ABATEMENT WASTE DISPOSAL PROCEDURES

PART 1 GENERAL

1.1 DESCRIPTION

- A. As the work progresses, to prevent exceeding available storage capacity on site, sealed and labeled containers of asbestos-containing waste shall be removed and transported to the prearranged disposal location.
- B. All containers of asbestos-containing waste shall be labeled with the name of the waste generator and the location at which the waste was generated.
- C. Disposal of all regulated asbestos-containing material must occur at an authorized site in accordance with regulatory requirements of NESHAP 40 CFR 61.156, NYSDEC 6NYCRR364, and local guidelines and regulations.
- D. All dump receipts; trip tickets, transportation manifests, or other documentation of disposal shall be delivered to the Owner for his records.
 - 1. A record keeping format utilizing a chain of custody form which includes the names and addresses of the Generator (Owner), Contractor, pickup site, disposal site, the estimated quantity of the asbestos waste, and the type of containers used.
 - 2. The form should be signed by the Generator, the Contractor, the truck drivers, and the disposal site operator, as the responsibility for the material changes hands.
 - 3. If a separate hauler is employed, his name, address, telephone number, and signature should also appear on the form.

PART 2 - PRODUCTS - NOT APPLICABLE

PART 3 - EXECUTION

3.1 TRANSPORTATION TO THE LANDFILL - (REGULATED ASBESTOS CONTAINING MATERIAL)

- A. Once drums, bags, and wrapped components have been removed from the work area, they shall be loaded into an enclosed, hardbody, lockable truck for transportation.
- B. When moving containers, utilize hand trucks, carts, and proper lifting techniques to avoid back injuries. Trucks with lift gates are helpful for raising drums during truck loading.
- C. The enclosed cargo area of the truck shall be free of debris and lined with 2 layers of 6 mil polyethylene sheeting to prevent contamination from leaking or spilled containers. Floor sheeting shall be installed first and extend up the sidewalls. Ceiling and wall sheeting shall be overlapped and taped into place.
- D. Drums shall be placed on level surfaces in the cargo area and packed tightly together to prevent shifting and tipping. Large structural components shall be secured to prevent shifting and have bags placed on top. Do not throw containers into truck cargo area.

- E. Personnel loading asbestos-containing waste shall be protected by disposable clothing including head, body, and foot protection, and at a minimum, half-face piece, air-purifying, dual cartridge respirators equipped with high efficiency filters.
- F. Any debris or residue observed on containers or surfaces outside of the work area resulting from clean-up or disposal activities shall be immediately cleaned up using HEPA filtered vacuum equipment and/or wet methods as appropriate.
- G. Large metal dumpsters are sometimes used for asbestos waste disposal. These should have doors or tops that can be closed and locked to prevent vandalism or other disturbance of the bagged asbestos debris and wind dispersion of asbestos fibers. Unbagged material shall not be placed in these containers, nor shall they be used for non-asbestos waste. Bags shall be placed, not thrown, into these containers to avoid splitting.
- H. The waste hauler shall provide a copy of his "Industrial Waste Hauler Permit" specifically for asbestos-containing material required pursuant to NYSDEC regulation 6 NYCRR364.

3.2 DISPOSAL AT THE LANDFILL - (REGULATED ASBESTOS CONTAINING MATERIAL)

- A. Upon reaching the landfill, trucks are to approach the dump location as closely as possible for unloading of the asbestos-containing waste.
- B. Bags, drums, and components shall be inspected as they are off-loaded at the disposal site. Material in damaged containers shall be repacked in empty drums or bags as necessary. (Local requirements may not allow the disposal of asbestos waste in drums. Check with appropriate agency and institute appropriate alternative procedures.)
- C. Waste containers shall be placed on the ground at the disposal site, not pushed or thrown out of trucks (weight of wet material could rupture containers).
- D. Personnel off-loading containers at the disposal site shall wear protective equipment consisting of disposable head, body, and foot protection and, at a minimum, half-face piece, air-purifying, dual cartridge respirators equipped with high efficiency filters.
- E. Following the removal of all containerized waste, the truck cargo area shall be decontaminated using HEPA vacuums and/or wet methods to meet the no-visible residue criteria. Polyethylene sheeting shall be removed and discarded along with contaminated cleaning materials and protective clothing, in bags or drums at the disposal site.
- F. If landfill personnel have not been provided with personal protective equipment for the compaction operation by the landfill operator, Contractor shall supply protective clothing and respiratory protection for the duration of this operation.

END OF SECTION

SECTION 02 8087

ABATEMENT RESTORING THE WORK AREA AND SYSTEMS

PART 1 - GENERAL

1.1 DESCRIPTION

A. Related Requirements Specified Elsewhere

1. Cleaning Up: Section 028090

- B. Restoring of the work area to pre-abatement condition shall only occur following the completion of clean-up procedures and after clearance air monitoring has been performed and documented to the satisfaction of the Architect.

PART 2 - PRODUCTS - NOT APPLICABLE

PART 3 - EXECUTION

3.1 RE-ESTABLISHMENT PROCEDURES

- A. The General Construction Contractor and Architect shall visually inspect the work area for any remaining visible residue. Evidence of contamination will necessitate additional cleaning.
- B. Additional air monitoring shall be performed if additional clean-up is necessary.
- C. Following satisfactory clearance of the work area, remaining polyethylene barriers may be removed and disposed of as asbestos-contaminated waste.
- D. Mandatory requirements for personal protective equipment may be waived following the removal of all barriers.
- E. Re-secure mounted objects removed from their former positions during area preparation activities.
- F. Relocate objects that were removed to temporary locations back to their original positions.
- G. Repair areas of damage that occurred as a result of abatement activities and as indicated.

END OF SECTION

SECTION 02 8090
ABATEMENT CLEANING UP

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Related Requirements Specified Elsewhere
 - 1. Regulatory Requirements: Section 02 8071
 - 2. Restoring the Work Area and Systems: Section 02 8087
 - 3. Cleaning for Specific Products or Work: The respective sections of the specifications.
- B. Maintain premises and public properties free from accumulations of waste, debris, and rubbish caused by operations.
- C. At completion of Work, remove waste materials, rubbish, tools, equipment, machinery, and surplus materials, and clean all sight-exposed surfaces; leave project clean and ready for occupancy.

1.2 SAFETY REQUIREMENTS

- A. Standards: Maintain project in accordance with safety and insurance standards and the specifications contained herein.
- B. Hazards Control
 - 1. Remove asbestos waste from premises daily.
 - 2. Prevent accumulation of wastes which create hazardous conditions.
 - 3. Provide adequate ventilation.
- C. Conduct cleaning and disposal operations to comply with federal, state, and local ordinances.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Use only cleaning materials recommended by manufacturer of surface to be cleaned.
- B. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 - EXECUTION

3.1 DURING CONSTRUCTION

- A. Clean the Worker Decontamination Unit at least once each shift.
- B. Clean the area near the Waste Decontamination Unit and the Worker Decontamination Unit at least once each shift.

3.2 FINAL CLEANING

- A. Employ experienced workmen or professional cleaners for final cleaning.
- B. In preparation for substantial completion or occupancy, conduct final inspection of sight-exposed interior and exterior surfaces, and of concealed spaces.
- C. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials from sight-exposed interior and exterior finished surfaces; polish surfaces so designated to shine finish.
- D. Repair, patch, and touch up marred surfaces to specified finish, to match adjacent surfaces.
- E. Broom clean paved surfaces; rake clean other surfaces of grounds.
- F. Maintain cleaning until project, or portion thereof, is occupied by Owner

END OF SECTION

SECTION 02 8300

LEAD HAZARD REMOVAL AND DISPOSAL

PART 1 GENERAL

1.1 DESCRIPTION

- A. This section describes the procedures and requirements to be followed by all workers for controlling the potential release of hazardous lead-containing dust, fumes, and particulates from construction activities. This section also describes the waste handling and disposal of asbestos-containing construction materials. Lead is a toxic metal known to cause adverse health effects with exposure. Lead dust released during demolition and construction activities is a potential hazard to workers and building occupants.
 - 1. The proposed renovation/alteration of the Rye Town Park Bath House requires the removal and lawful disposal of various building components including but not limited to: window sills, doors, base, wood trim, plaster walls and ceilings.
- B. The complete report of the inspection for lead-based paints is incorporated into Asbestos and Lead Paint Survey Report, dated July 20, 2022, by Hygenix, Inc., which is incorporated into this project specification and, as such, is a part of the contract.
 - 1. Asbestos – non-friable asbestos has been detected in sink caulking in both existing men’s and women’s bathrooms and the waterproofing of the interior side of an exterior (see report). The non-friable asbestos-containing waterproofing on the wall is not to be abated or disturbed and will be encapsulated by the new construction.
 - 2. Lead Abatement is not required as all lead-based paint will be completely removed in sections and disposed of in a timely fashion in accordance with OSHA regulations.
- C. All contractors are to comply with these Lead Hazard Control requirements and all U.S. Department of Housing and Urban Development (HUD) Guidelines for the Evaluation and Control of Lead-Based Paint in Housing, and Occupational Safety and Health Administration requirements (OSHA) 29 CFR 1926.62.
- D. Any required abatement must be done by workers trained under the OSHA and HUD regulations, as appropriate. (This section does not include lead abatement, as defined by USEPA).
- E. All contractors are to comply with U.S. EPA 40CFR 745.80; Lead-Renovation, Repair, and Painting Program (Lead Renovator Rule).

1.2 WORKER TRAINING AND O.S.H.A. EXPOSURE MONITORING

- A. The Contractor must provide training and protect and monitor employees for lead exposure, as required by the Occupational Safety and Health Administration (OSHA) 29 CFR 1926.62, and U.S. EPA 40CFR 745.80

1.3 REGULATORY REQUIREMENTS

- A. All work shall be done in strict accordance with all applicable federal, state, and local regulations, standards, and codes governing the work. The most recent edition of any relevant regulation, standard, document, or code shall be applicable to the Work. Where conflict among the requirements or with these specifications exist, the most stringent requirements are applicable.

PART 2 - EXECUTION

2.1 SUMMARY OF PROTECTIVE MEASURES FOR LOW- AND HIGH-RISK PROJECT TASKS

- A. To determine the extent of protective measures needed, the task should be classified as low- or high-risk according to the HUD regulations.

2.2 PERSONAL PROTECTIOVE EQUIPEMENT (P.P.E.)

- A. All requirements for P.P.E. are minimum recommended requirements. Determination of actual requirements is the Contractors responsibility under the O.S.H.A. regulation.
 - 1. Respirators
 - a. Respiratory protection shall comply with the OSHA regulation.
 - 2. Protective Clothing
 - a. Low-Risk Jobs - Protective clothing is required for low-risk jobs.
 - b. High-Risk Jobs - Protective clothing and protective footwear are required for all high-risk jobs. Materials to be used shall be suitable for skin protection from lead dust hazard and other hazards present on site.

PART 3 – WASTE DISPOSAL

3.1 WASTE HANDLING AND DISPOSAL

- A. All lead debris shall be removed from work areas by using a covered cart to prevent dust migration. The lead debris shall be placed in a waste container and labeled with a warning sign on each side “Caution - Lead (Pb) Containing Debris - Health Hazard- Avoid Contact or Inhalation”.
- B. All waste containers shall be tested by the contractor to determine if waste is hazardous for lead disposal. This shall be done by collecting a composite sample from the waste and having it analyzed for lead toxicity using the EPA Toxicity Characterization Leachate Procedure (TCLP) Test. Results are to be reported in mg/l. All results of waste with levels equal to or greater than 5.0 mg/l of leachable lead is considered a regulated hazardous waste.
- C. All waste displaying a hazardous waste characteristic for lead Toxicity (5.0mg/l of greater, based on TCLP testing) or any other hazardous waste characteristic, Ignitibility, Corrosivity, Reactivity, shall be managed as a regulated hazardous waste.
- D. All lead waste that is determined to be a regulated hazardous waste shall be removed, containerized and disposed of as a RCRA Regulated Hazardous Waste. All waste shall be placed in Department of Transportation (DOT) approved waste containers and labeled “Hazardous Waste -TOXIC Lead Containing”. In addition, the following information shall be placed on the container: Date container was filled; Generator/Owner name and address; DOT Shipping Name (i.e. Hazardous Waste Solid N.O.S.”); EPA ID number of generator if applicable and manifest number container is listed on. Storage of this waste must be in a secured area and labeled “Hazardous Waste Storage”

PART 4 – SUBMITTALS

4.01 SUBMITTALS

A. Prior to Commencement of Work:

1. Project Supervisor: Submit the resume of the proposed Project Supervisor.
2. Submit copy of Health and Safety program.
3. Submit Material Safety Data Sheets (MSDS) for all chemicals/products to be used.
4. Provide evidence of appropriate training for all workers.
5. Provide evidence of EPA Firm and Worker Certification
6. Provide written Lead Safe Work Plan showing work areas including:
 - a. List of work activities and lead components that will be disturbed in work area
 - b. Job classifications (high risk low risk)
 - c. Location of barriers and signs (if used)
 - d. Clearance criteria

B. During Work Activities, Contractor shall:

1. The General Construction Contractor will maintain worksite log books with information on the work being completed, number of workers, dates, amounts, quantities, sub-contractors, inspections results and waste shipments.
2. Submit results of bulk material analysis, waste sample classification and OSHA compliance air monitoring results.
3. List of work areas inspected with results of visual clearance and name of providing inspection.

C. Project Closeout Submissions:

1. Submit copies of all waste disposal manifests.
2. Submit OSHA compliance air monitoring records conducted during the work.
3. Submit copies waste classification testing.
4. Submit copies of contractors daily logs.
5. DOCUMENTATION OF COMPLIANCE WITH THE REQUIREMENTS OF 745.85 INCLUDING:
 - a. documentation that a certified renovator was assigned to the project
 - b. that the certified renovator provided on the job training for workers used on the project;
 - c. that the certified renovator performed or directed all of the tasks described in 745.85(a);
 - d. that the certified renovator performed the post-renovation cleaning verification described in 745.85 (b), or provide copies of clearance testing completed.

END OF SECTION



ASBESTOS AND LEAD PAINT SURVEY REPORT

INSPECTION SITE: Rye Town Park Bath House
95 Dearborn Avenue
Rye, NY 10580

CLIENT: Arconics Architecture, P.C.
Attn: Gary Gianfresco
545.5 Westchester Avenue
Rye Brook, NY 10573

FILE DATE: July 20, 2022

SITE INFORMATION: Lavatory Building at Public Beach

BACKGROUND

The historical bath house at Rye Town Park is slated for extensive renovations to update the building and make it ADA compliant. The surveys described in this report were undertaken to identify asbestos-containing materials and lead paint that will require remediation during the renovation project.

1. ASBESTOS SURVEY

Asbestos Inspector: Robert C. Brown, MS, CIH
NY Asbestos Inspector License #90-01051

Asbestos Sampling Protocol

In the planned renovation areas, the asbestos inspector identified "functional spaces or building systems" (e.g., floor coverings, wall finishes, plumbing systems, etc.), and categorized the construction materials within functional spaces or system as "homogeneous", based on uniformity in age, appearance, and use. The inspector then compiled a list of building materials suspected to contain asbestos and recorded the condition, location, and approximate quantity of homogeneous, suspect material. From each homogeneous area or system, the inspector collected representative "bulk" samples of construction materials suspected to contain asbestos.

Samples of suspect materials were analyzed by polarized light microscopy (PLM) at AmeriSci New York Laboratories in accordance with EPA procedure #600/M4-82-020. As required by NYS ELAP, non-friable organically bound materials containing less than 1% asbestos by the PLM test method were also analyzed for asbestos by transmission electron microscopy (TEM-NOB). Test results are summarized in the following tables and copies of the asbestos analysis reports are provided in Attachment 2.

Interpretation of Asbestos Test Results

The NYS Industrial Code Rule 56 and the US EPA define *asbestos containing materials* (ACM's) as materials containing greater than 1% asbestos. If one or more bulk samples of a homogeneous material are found to contain greater than 1% asbestos, then all the homogeneous material is classified as ACM.

Prior to renovation, asbestos containing materials or presumed asbestos containing materials should be removed by a licensed asbestos abatement contractor in accordance with NYS ICR 56.

Inventory of Asbestos Containing Materials

ASBESTOS CONTAINING MATERIAL			
Listed below are materials tested by found to contain more than 1% asbestos			
Asbestos Material	Location	Approx. Quantity	Comments
Tar Moisture-Proofing (under yellow paint)	Interior side of exterior wall in office (see floor plans, Attachment 1)	200 sq ft *	*Additional asbestos moisture-proofing may be hidden behind sheetrock and plaster walls
Notes: 1. Considering the age of the building, asbestos pipe insulation may be present in the wall cavities behind sinks and toilets that were not accessible to the inspector. 2. Mirrors are often fixed to walls with asbestos-containing adhesives. To avoid breakage, the inspector did not remove any mirrors and mirror adhesive was not tested.			

Listed below are building materials that were analyzed and were not classified as asbestos-containing materials:

NOT ASBESTOS CONTAINING MATERIAL	
Includes materials analyzed and found to contain less than 1% asbestos	
Window caulking	Sink caulking (less than 1% asbestos present)
Exterior stucco	Sheet rock
Joint compound	Ceramic wall tile adhesive
Ceramic floor tile adhesive	Plaster, gray base layer
Plaster, white finish layer	

*Notes: EPA and NYS Department of Labor regulate the removal of materials containing more than 1% asbestos.

2. LEAD PAINT SURVEY

Lead Paint Inspector: Cuminsky
EPA Lead Inspector #LII-21-2244

Lead Paint Sampling Protocol

The lead content of interior and exterior painted surfaces was tested using an X-Ray Fluorescence Analyzer (Viken PB 200 #1472). The analyzer is capable of measuring the lead

content of surfaces covered with multiple layers of paint. Prior to testing and at the conclusion of the survey, the calibration of the analyzer is checked on surfaces with known lead concentrations.

Interpretation of Lead Test Results

The limits for lead in paint, as set forth by US Environmental Protection Agency (EPA) and the Department of Housing and Urban Development (HUD), are as follows:

XRF Lead Survey Results greater than 1.0 mg/cm² is classified as lead paint

Note: OSHA does not currently define a threshold level of lead in paint that may cause workers to be exposed to airborne lead above the action level (AL) and/or permissible exposure limit (PEL). OSHA requires exposure monitoring when any measurable amount of lead is detected in paint that is being disturbed.

Summary of Surfaces Tested with Lead Paint

The XRF lead test results for all measurement locations are listed in the charts at the end of Attachment 3. The charts also describe the test surface and the condition of the paint on the surface.

LIMITATIONS

HYGENIX, Inc. has performed its services, within the limits prescribed by our clients, with the usual thoroughness and competence of the industrial hygiene profession.

The findings in this report are based upon observations and information available to the inspector during the time of the rendering of the services as described in this report and are based on procedures currently required by applicable laws, regulations and ordinances. HYGENIX cannot be responsible for conditions or materials the inspector did not observe due to lack of access or was not otherwise reasonably observable. The conclusions in this report are professional opinions based solely upon these findings. The findings and conclusions are intended exclusively for the purpose outlined herein within the scope of work and at the site location and project indicated.

This report is for the sole use of the client. The scope of work performed in execution of this inspection may not be appropriate to satisfy the needs of other users and any reuse of this document or the findings, conclusions, or recommendations presented herein is at the sole risk of said user.



Robert C. Brown, MS, CIH
Director of Industrial Hygiene

7/27/22

Report Date

ATTACHMENT 1

Floor Plans

ATTACHMENT 2

PLM and TEM-NOB Asbestos Analysis Reports

**AmeriSci New York**

117 EAST 30TH ST.
NEW YORK, NY 10016
TEL: (212) 679-8600 • FAX: (212) 679-3114

PLM Bulk Asbestos Report

Hygenix, Inc.
Attn: Robert Brown
49 Woodside Street

Stamford, CT 06902

Date Received 07/21/22 **AmeriSci Job #** 222073341
Date Examined 07/23/22 **P.O. #**
ELAP # 11480 **Page** 1 **of** 6
RE: Rye Town Park Commission; Rye Town Park Bath House, 95
Dearborn Avenue, Rye, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
072022-1 1	222073341-01 Location: Around Window, Southeast Side - Window Caulking	No	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 07/23/22
Analyst Description: Off-White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 14.2%			
072022-2 1	222073341-02 Location: Around Window, Northeast Side - Window Caulking	No	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 07/23/22
Analyst Description: Off-White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 9.4%			
072022-3 2	222073341-03 Location: Men's Room, Sink Area - Sink Caulking	Yes	Trace (<0.25 % pc) ¹ (ELAP 400 PC) by Jared C. Clarke on 07/23/22
Analyst Description: Off-White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Anthophyllite <0.25 % pc Other Material: Fibrous Talc Trace, Non-fibrous 15.9%			
072022-4 2	222073341-04 Location: Ladies' Room, Sink Area - Sink Caulking	Yes	Trace (<0.25 % pc) ¹ (ELAP 400 PC) by Jared C. Clarke on 07/23/22
Analyst Description: Off-White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Anthophyllite <0.25 % pc Other Material: Fibrous Talc Trace, Non-fibrous 17%			
072022-5 3	222073341-05 Location: Exterior Facade, East Side - Stucco	No	NAD (by NYS ELAP 198.1) by Jared C. Clarke on 07/23/22
Analyst Description: Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100%			

PLM Bulk Asbestos Report

Rye Town Park Commission; Rye Town Park Bath House, 95
Dearborn Avenue, Rye, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
072022-6 3	222073341-06 Location: Exterior Facade, South Side - Stucco	No	NAD (by NYS ELAP 198.1) by Jared C. Clarke on 07/23/22
Analyst Description: Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100%			
072022-7 3	222073341-07 Location: Exterior Facade, North Side - Stucco	No	NAD (by NYS ELAP 198.1) by Jared C. Clarke on 07/23/22
Analyst Description: Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100%			
072022-8 4	222073341-08 Location: Men's Room, Urinal Area Wall - Sheetrock	No	NAD (by NYS ELAP 198.1) by Jared C. Clarke on 07/23/22
Analyst Description: Gray/Brown, Heterogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 20%, Non-fibrous 80%			
072022-9 5	222073341-09 Location: Men's Room, Urinal Area Wall - Joint Compound	No	NAD (by NYS ELAP 198.1) by Jared C. Clarke on 07/23/22
Analyst Description: Off-White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100%			
072022-10 4	222073341-10 Location: Ladies' Room, Ceiling - Sheetrock	No	NAD (by NYS ELAP 198.1) by Jared C. Clarke on 07/23/22
Analyst Description: Gray/Brown, Heterogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 30%, Non-fibrous 70%			
072022-11 5	222073341-11 Location: Ladies' Room, Ceiling - Joint Compound	No	NAD (by NYS ELAP 198.1) by Jared C. Clarke on 07/23/22
Analyst Description: Off-White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100%			

PLM Bulk Asbestos Report

Rye Town Park Commission; Rye Town Park Bath House, 95
Dearborn Avenue, Rye, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
072022-12 4	222073341-12 Location: Men's Room, Toilet Area Wall - Sheetrock	No	NAD (by NYS ELAP 198.1) by Jared C. Clarke on 07/23/22
Analyst Description: Gray/Brown, Heterogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 15%, Non-fibrous 85%			
072022-13 5	222073341-13 Location: Men's Room, Toilet Area Wall - Joint Compound	No	NAD (by NYS ELAP 198.1) by Jared C. Clarke on 07/23/22
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100%			
072022-14 6	222073341-14 Location: Men's Room, Urinal Area Wall - Ceramic Wall Tile Adhesive	No	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 07/23/22
Analyst Description: Yellow, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 3.7%			
072022-15 6	222073341-15 Location: Ladies' Room, Toilet Area Wall - Ceramic Wall Tile Adhesive "Submitted Material is Cementitious."	No	NAD (by NYS ELAP 198.1) by Jared C. Clarke on 07/23/22
Analyst Description: Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100%			
072022-16 6	222073341-16 Location: Men's Room, Sink Area Wall - Ceramic Wall Tile Adhesive	No	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 07/23/22
Analyst Description: Yellow, Heterogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 20.1%			
072022-17 7	222073341-17 Location: Men's Room, Sink Area Floor - Ceramic Floor Tile Adhesive	No	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 07/23/22
Analyst Description: Yellow, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 2.8%			

PLM Bulk Asbestos Report

Rye Town Park Commission; Rye Town Park Bath House, 95
Dearborn Avenue, Rye, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
072022-18 7	222073341-18 Location: Men's Room, Urinal Area Floor - Ceramic Floor Tile Adhesive "Submitted Material is Cementitious."	No	NAD (by NYS ELAP 198.1) by Jared C. Clarke on 07/23/22
Analyst Description: Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100%			
072022-19 7	222073341-19 Location: Ladies' Room, Sink Area - Ceramic Floor Tile Adhesive "Submitted Material is Cementitious."	No	NAD (by NYS ELAP 198.1) by Jared C. Clarke on 07/23/22
Analyst Description: Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100%			
072022-20 8	222073341-20 Location: Ladies' Room, Toilet Area Ceiling - Ceiling Plaster, Gray Base Layer	No	NAD (by NYS ELAP 198.1) by Jared C. Clarke on 07/23/22
Analyst Description: Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100%			
072022-21 9	222073341-21 Location: Ladies' Room, Toilet Area Ceiling - Ceiling Plaster, White Base Layer	No	NAD (by NYS ELAP 198.1) by Jared C. Clarke on 07/23/22
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100%			
072022-22 8	222073341-22 Location: Break Room, Ceiling - Ceiling Plaster, Gray Base Layer	No	NAD (by NYS ELAP 198.1) by Jared C. Clarke on 07/23/22
Analyst Description: Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100%			
072022-23 9	222073341-23 Location: Break Room, Ceiling - Ceiling Plaster, White Base Layer	No	NAD (by NYS ELAP 198.1) by Jared C. Clarke on 07/23/22
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100%			

PLM Bulk Asbestos Report

Rye Town Park Commission; Rye Town Park Bath House, 95
Dearborn Avenue, Rye, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
072022-24 10	222073341-24	No	NAD (by NYS ELAP 198.1) by Jared C. Clarke on 07/23/22
Location: Ladies' Room, Toilet Area Wall Behind Ceramic - Wall Plaster, Gray Base Layer Analyst Description: Gray, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100%			
072022-26 10	222073341-25	No	NAD (by NYS ELAP 198.1) by Jared C. Clarke on 07/23/22
Location: Security Room, Wall - Wall Plaster, Gray Base Layer Analyst Description: Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100%			
072022-27	222073341-26	No	NAD (by NYS ELAP 198.1) by Jared C. Clarke on 07/23/22
Location: Security Room, Wall - Wall Plaster, White Finish Layer Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100%			
072022-28 8	222073341-27	No	NAD (by NYS ELAP 198.1) by Jared C. Clarke on 07/23/22
Location: Storage Room Behind Ladies Room, Ceiling - Ceiling Plaster, Gray Base Layer Analyst Description: Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100%			
072022-29 9	222073341-28	No	NAD (by NYS ELAP 198.1) by Jared C. Clarke on 07/23/22
Location: Storage Room Behind Ladies Room, Ceiling - Ceiling Plaster, White Base Layer Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100%			
072022-30 10	222073341-29	No	NAD (by NYS ELAP 198.1) by Jared C. Clarke on 07/23/22
Location: Storage Room Behind Ladies Room, Wall - Wall Plaster, Gray Base Layer Analyst Description: Gray, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100%			

PLM Bulk Asbestos Report

Rye Town Park Commission; Rye Town Park Bath House, 95
Dearborn Avenue, Rye, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
072022-31	222073341-30	No	NAD
Location: Storage Room Behind Ladies Room, Wall - Wall Plaster, Behind Ceramic Tile			(by NYS ELAP 198.1) by Jared C. Clarke on 07/23/22
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 100%			
072022-32	222073341-31	Yes	2.7%
11	Location: Security Room, Exterior Wall - Black Tar Under Yellow Coating		(by NYS ELAP 198.6) by Jared C. Clarke on 07/23/22
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types: Chrysotile 2.7 %			
Other Material: Non-fibrous 19.4%			
072022-33	222073341-32		NA/PS
11	Location: Security Room, Exterior Wall - Black Tar Under Yellow Coating		
Analyst Description: Bulk Material			
Asbestos Types:			
Other Material:			

Reporting Notes:

(1) Sample prepared for analysis by ELAP 198.6 method

Analyzed by: Jared C. Clarke
Date: 7/23/2022



Reviewed by: Marik Peysakhov



*NAD/NSD =no asbestos detected; NA =not analyzed; NA/PS=not analyzed/positive stop, (SOF-V) = Sprayed On Fireproofing containing Vermiculite; (SM-V) = Surfacing Material containing Vermiculite; PLM Bulk Asbestos Analysis using Motic, Model BA310 Pol Scope, Microscope, Serial #: 1190000326, by Appd E to Subpt E, 40 CFR 763 quantified by either CVES or 400 pt ct as noted for each analysis (NVLAP 200546-0), ELAP PLM Method 198.1 for NY friable samples, which includes the identification and quantitation of vermiculite, or ELAP 198.6 for NOB samples, or EPA 400 pt ct by EPA 600-M4-82-020 (NY ELAP Lab 11480); Note:PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non asbestos-containing in NY State (also see EPA Advisory for floor tile, FR 59,146,38970,8/1/94) National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the lab.This PLM report relates ONLY to the items tested. RI Cert AAL-094, CT Cert PH-0186, Mass Cert AA000054, NJ Lab ID #NY031.

_____END OF REPORT_____

Client Name: Hygenix, Inc.

Table I
Summary of Bulk Asbestos Analysis Results

Rye Town Park Commission; Rye Town Park Bath House, 95 Dearborn Avenue, Rye, NY

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
01	072022-1	1	0.289	76.9	8.9	14.2	NAD	NAD
Location: Around Window, Southeast Side - Window Caulking								
02	072022-2	1	0.204	77.0	13.6	9.4	NAD	NAD
Location: Around Window, Northeast Side - Window Caulking								
03	072022-3	2	0.316	52.2	31.9	15.7	Anthophyllite <0.25	Anthophyllite <1.0
Location: Men's Room, Sink Area - Sink Caulking								
04	072022-4	2	0.105	63.0	20.0	16.8	Anthophyllite <0.25	Anthophyllite <1.0
Location: Ladies' Room, Sink Area - Sink Caulking								
05	072022-5	3	----	----	----	----	NAD	NA
Location: Exterior Facade, East Side - Stucco								
06	072022-6	3	----	----	----	----	NAD	NA
Location: Exterior Facade, South Side - Stucco								
07	072022-7	3	----	----	----	----	NAD	NA
Location: Exterior Facade, North Side - Stucco								
08	072022-8	4	----	----	----	----	NAD	NA
Location: Men's Room, Urinal Area Wall - Sheetrock								
09	072022-9	5	----	----	----	----	NAD	NA
Location: Men's Room, Urinal Area Wall - Joint Compound								
10	072022-10	4	----	----	----	----	NAD	NA
Location: Ladies' Room, Ceiling - Sheetrock								
11	072022-11	5	----	----	----	----	NAD	NA
Location: Ladies' Room, Ceiling - Joint Compound								
12	072022-12	4	----	----	----	----	NAD	NA
Location: Men's Room, Toilet Area Wall - Sheetrock								
13	072022-13	5	----	----	----	----	NAD	NA
Location: Men's Room, Toilet Area Wall - Joint Compound								
14	072022-14	6	0.159	45.6	50.7	3.7	NAD	NAD
Location: Men's Room, Urinal Area Wall - Ceramic Wall Tile Adhesive								
15	072022-15	6	----	----	----	----	NAD	NA
Location: Ladies' Room, Toilet Area Wall - Ceramic Wall Tile Adhesive "Submitted Material is Cementitious."								
16	072022-16	6	0.240	40.0	39.9	20.1	NAD	NAD
Location: Men's Room, Sink Area Wall - Ceramic Wall Tile Adhesive								

Client Name: Hygenix, Inc.

Table I
Summary of Bulk Asbestos Analysis Results

Rye Town Park Commission; Rye Town Park Bath House, 95 Dearborn Avenue, Rye, NY

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
17	072022-17	7	0.087	62.6	34.6	2.8	NAD	NAD
	Location: Men's Room, Sink Area Floor - Ceramic Floor Tile Adhesive							
18	072022-18	7	----	----	----	----	NAD	NA
	Location: Men's Room, Urinal Area Floor - Ceramic Floor Tile Adhesive "Submitted Material is Cementitious."							
19	072022-19	7	----	----	----	----	NAD	NA
	Location: Ladies' Room, Sink Area - Ceramic Floor Tile Adhesive "Submitted Material is Cementitious."							
20	072022-20	8	----	----	----	----	NAD	NA
	Location: Ladies' Room, Toilet Area Ceiling - Ceiling Plaster, Gray Base Layer							
21	072022-21	9	----	----	----	----	NAD	NA
	Location: Ladies' Room, Toilet Area Ceiling - Ceiling Plaster, White Base Layer							
22	072022-22	8	----	----	----	----	NAD	NA
	Location: Break Room, Ceiling - Ceiling Plaster, Gray Base Layer							
23	072022-23	9	----	----	----	----	NAD	NA
	Location: Break Room, Ceiling - Ceiling Plaster, White Base Layer							
24	072022-24	10	----	----	----	----	NAD	NA
	Location: Ladies' Room, Toilet Area Wall Behind Ceramic - Wall Plaster, Gray Base Layer							
25	072022-26	10	----	----	----	----	NAD	NA
	Location: Security Room, Wall - Wall Plaster, Gray Base Layer							
26	072022-27		----	----	----	----	NAD	NA
	Location: Security Room, Wall - Wall Plaster, White Finish Layer							
27	072022-28	8	----	----	----	----	NAD	NA
	Location: Storage Room Behind Ladies Room, Ceiling - Ceiling Plaster, Gray Base Layer							
28	072022-29	9	----	----	----	----	NAD	NA
	Location: Storage Room Behind Ladies Room, Ceiling - Ceiling Plaster, White Base Layer							
29	072022-30	10	----	----	----	----	NAD	NA
	Location: Storage Room Behind Ladies Room, Wall - Wall Plaster, Gray Base Layer							
30	072022-31		----	----	----	----	NAD	NA
	Location: Storage Room Behind Ladies Room, Wall - Wall Plaster, Behind Ceramic Tile							
31	072022-32	11	0.249	70.1	7.7	19.4	Chrysotile 2.7	NA
	Location: Security Room, Exterior Wall - Black Tar Under Yellow Coating							
32	072022-33	11	0.330	48.7	36.3	15.0	NA/PS	NA
	Location: Security Room, Exterior Wall - Black Tar Under Yellow Coating							

Client Name: Hygenix, Inc.

Table I
Summary of Bulk Asbestos Analysis Results

Rye Town Park Commission; Rye Town Park Bath House, 95 Dearborn Avenue, Rye, NY

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM

Analyzed by: Marik Peysakhov

Date: 7/25/2022



Reviewed by: Marik Peysakhov



**Quantitative Analysis (Semi/Full); Bulk Asbestos Analysis - PLM by Appd E to Subpt E, 40 CFR 763 or NYSDOH ELAP 198.1 for New York friable samples or NYSDOH ELAP 198.6 for New York NOB samples; TEM (Semi/Full) by EPA 600/R-93/116 (or NYSDOH ELAP 198.4; for New York samples). Analysis using Hitachi, Model H600-Noran 7 System, Microscope, Serial #: 542-26-10. NAD = no asbestos detected during a quantitative analysis; NA = not analyzed; Trace = <1%; (SOF-V) = Sprayed On Fireproofing containing Vermiculite; (SM-V) = Surfacing Material containing Vermiculite; Quantitation for beginning weights of <0.1 grams should be considered as qualitative only; Qualitative Analysis: Asbestos analysis results of "Present" or "NVA = No Visible Asbestos" represents results for Qualitative PLM or TEM Analysis only (no accreditation coverage available from any regulatory agency for qualitative analyses): NVLAP (PLM) 200546-0, NYSDOH ELAP Lab 11480, NJ Lab ID #NY031.

Warning Note: PLM limitation, only TEM will resolve fibers <0.25 micrometers in diameter. TEM bulk analysis is representative of the fine grained matrix material and may not be representative of non-uniformly dispersed debris for which PLM evaluation is recommended (i.e. soils and other heterogenous materials).

BULK SAMPLE LOG

Client: Rye Town Park Commission

Site: Rye Town Park Bath House

95 Dearborn Avenue
Rye, NY

Page 1 of 2

Type: PLM

Collected by:
Client

Date: 7/20/22



HYGENIX, Inc.

Environmental Consultants and Laboratory Services
49 Woodside Street
Stamford, CT 06902

(203) 324-2222 (phone) (203) 324-3876 (fax)

GROUP #	SAMPLE #	SAMPLING LOCATIONS	DESCRIPTION	QTY.	RESULT
	072022-1	Around window, southeast side	Window caulking		
	072022-2	Around window, northeast side	Window caulking		
	072022-3	Men's room, sink area	Sink caulking		
	072022-4	Ladies' room, sink area	Sink caulking		
	072022-5	Exterior façade, east side	Stucco		
	072022-6	Exterior façade, ~~north~~ side <i>south</i>	Stucco		
	072022-7	Exterior façade, ~~east~~ side <i>west</i>	Stucco		
	072022-8	Men's room, urinal area wall	Sheet rock		
	072022-9	Men's room, urinal area wall	Joint compound		
	072022-10	Ladies' room, ceiling	Sheet rock		
	072022-11	Ladies' room, ceiling	Joint compound		
	072022-12	Men's room, toilet area wall	Sheet rock		
	072022-13	Men's room, toilet area wall	Joint compound		
	072022-14	Men's room, urinal area wall	Ceramic wall tile adhesive		
	072022-15	Ladies' room, toilet area wall	Ceramic wall tile adhesive		
	072022-16	Men's room, sink area wall	Ceramic wall tile adhesive		
	072022-17	Men's room, sink area floor	Ceramic floor tile adhesive		
	072022-18	Men's room, urinal area floor	Ceramic floor tile adhesive		

CHAIN OF CUSTODY

Notes: 5-day TAT; Stop at first >1% asbestos in each group
* If <1% asbestos by PLM, do TEM/NOB analysis
Email: rbrown@hygenix.com

Relinquished By:

Date/Time: 7/20/22

Received By:

Date/Time: 7/21/22

#222073341

1035

BULK SAMPLE LOG

Type: PLM

Collected by:
Client

Date: 7/20/22

HYGENIX, Inc.

Environmental Consultants and Laboratory Services
49 Woodside Street
Stamford, CT 06902

(203) 324-2222 (phone) (203) 324-3876 (fax)

GROUP #	SAMPLE #	SAMPLING LOCATIONS	DESCRIPTION	QTY.	RESULT
	072022-19	Ladies' room, sink area	Ceramic floor tile adhesive		
	072022-20	Ladies' room, toilet area ceiling	Ceiling plaster, gray base layer		
	072022-21	Ladies' room, toilet area ceiling	Ceiling plaster, white finish layer		
	072022-22	Break Room, ceiling	Ceiling plaster, gray base layer		
	072022-23	Break Room, ceiling	Ceiling plaster, white finish layer		
	072022-24	Ladies' Room, toilet area wall behind ceramic	Wall plaster, gray base layer		
	072022-25	NO SAMPLE	NO WHITE LAYER SAMPLE		
	072022-26	Security Room, wall	Wall plaster, gray base layer		
	072022-27	Security Room, wall	Wall plaster, white finish layer		
	072022-28	Storage Room behind Ladies Room, ~~wall~~ ceiling	Ceiling plaster, gray base layer		
	072022-29	Storage Room behind Ladies Room, ~~wall~~ ceiling	Ceiling plaster, white finish layer		
	072022-30	Storage Room behind Ladies Room, wall	Wall plaster, gray base layer		
	072022-31	Storage Room behind Ladies Room, wall	Wall plaster, behind ceramic tile		
	072022-32	Security Room, exterior wall	Black tar under yellow coating		
	072022-33	Security Room, exterior wall	Black tar under yellow coating		
			Ceramic floor tile adhesive		

CHAIN OF CUSTODY

Received By:

Date/Time:

Notes: 5-day TAT; Stop at first >1% asbestos in each group
*** If <1% asbestos by PLM, do TEM/NOB analysis**
Email: rbrown@hvgenix.com

#222073341

ATTACHMENT 3

XRF Lead Test Report and Data Sheets



77 Broadway, Suite 1 • Amityville, NY 11701
631-521-7743 • 1-800-228-7838 • Fax 631-521-7820 • www.envirotestcompany.com

LEAD IN PAINT CERTIFICATION

Client: Hygenix Inc.
Inspection at:
Rye Beach Bath House
95 Dearborn Avenue
Rye, NY

Project #: 22-15240

Certified Test Date: July 20, 2022

Test Category: Portable X-Ray Fluorescence/
Spectrum Analysis

Report Medium: mg Pb/cm² (Milligrams of lead per square
centimeter)

Instrumentation: --Viken Pb 200 #1472 (Morales)
--Viken Pb 200 #2081 (Giordano)
--Viken Pb 200 #1472 (Cumisky)

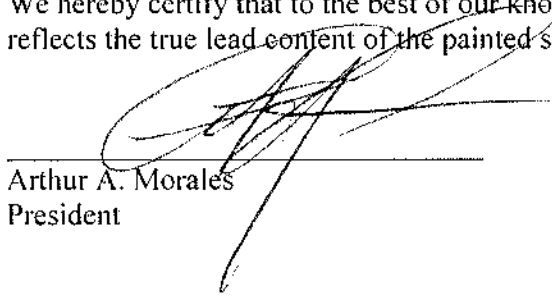
Calibration: To measure lead K & L-line X-Ray emissions
Factory calibrated with HUD approved reference
standards. Calibration accuracy checked as per
manufacturer's recommendations.

EPA Certifications: Risk Assessor # LBP-R-5427-2 Morales
Inspector # LBP-I-1227226-1 Giordano
Inspector # LII-21-2244 Cumisky

Firm # LBP-1972-2

New York State Radioactive Materials: License # 2620-3878

We hereby certify that to the best of our knowledge and capabilities, the following report reflects the true lead content of the painted surfaces that were tested at the above address.



Arthur A. Morales
President



77 Broadway, Suite 1 • Amityville, NY 11701
631-521-7743 • 1-800-228-7838 • Fax 631-521-7820 • www.envirotestcompany.com

July 25, 2022

Bob Brown
Hygenix Inc.
49 Woodside Street
Stamford, CT 06902

RE: Lead-Based Paint Inspection @
Rye Beach Bath House
95 Dearborn Avenue
Rye, NY

Brief Summary:

Lead-Based Paint Present-

- Walls
- Ceilings
- Door & window components
- Radiators
- Cabinet
- Pipe
- Stair railing
- Shelf
- Crown molding

❖ **Poor paint conditions are present**

Dear Mr. Brown:

Enclosed you will find the results of the Lead-Based Paint Inspection (utilizing an X-Ray Fluorescence Device) which was performed at the address mentioned above on Wednesday, July 20, 2022. This inspection was targeted at the bath house.

Included with this report is a Lead in Paint Certification sheet. This Certification contains pertinent information included but not limited to: license and certification numbers, property location, date of inspection, and instrumentation used for testing.

Please Note:

- Follow OSHA worker safety regulations where lead-based paint will be altered/disturbed.
- The presence of lead-based paint can potentially contaminate the dust if:
 - The lead paint is in poor condition (frequently occurring)
 - The lead paint is on a surface that undergoes potential friction and impact (doors and door frames, window sash)
 - The lead paint is disturbed by painting or renovation work-severe contamination can occur if any work on the residence is done by firms lacking the proper certification and training*
- A child's hand-to-mouth activity will promote ingestion of contaminated dust as they play on the floor, eat with their hands and put things in their mouth.
 - Household and public area cleaning is of the utmost importance when lead-based paint is present, especially when it is in a deteriorated state
- The key to a lead-safe home is intact lead-based paint, no friction occurring on leaded components, and household cleanliness.

Depending on building usage, as of April 2010 (EPA law), Hired contractors must have an EPA Lead Abatement certification or an EPA Renovate, Repair and Painting (RRP) Certification and follow the applicable rules and regulations to address the correction of lead-based paint hazards and/or the alteration of lead-based paint.

Please retain this report for future use and prior to renovation and painting activities as hired contractors will be required to have knowledge of the lead-based paint that is present at the building.

I. Data Charts

The enclosed Data Charts contain the results of the inspection (**2 sets – a complete set and a set that includes positive results for quick reference**). The important figures on the charts are in the Combined (Pbc) columns. The allowable limit of lead in paint in New York State, as set forth by the United States Environmental Protection Agency (EPA) and the Department of Housing and Urban Development (HUD), is 1.0 milligram per square centimeter (mg/cm²).

- Results below 1.0 mg/cm² are negative (acceptable); results equal to or above this figure are positive for lead-based paint.
 - A building component that tests positive for lead in paint contains an unacceptable level of lead and is a potential health hazard if the paint is in poor condition or if it is disturbed.
 - Lead dust, when ingested or inhaled, can have an adverse effect on a person's health, especially a child under the age of 6 years old.

A floor plan is enclosed with this report. In each room, side A is always the same wall as the front of the building, with sides B, C, and D following in a clockwise direction. The sides are noted on the floor plan and in the Data Charts.

II. Calibration

The calibration results of the X-Ray Fluorescence Device (XRF), which was used for the painted surface testing, are listed on the Data Charts. The XRF device calibration tests are the first three readings and the last three readings on the charts. These tests are taken in order to insure that the XRF device is operating properly. Lead Paint Standards supplied by the XRF device manufacturer (Viken) are used for the calibration tests. **All of the calibration tests were successful, as noted by OK on the Data Charts.**

III. Results

Positive and negative results are listed on the Data Charts. There were positive components (painted surfaces that contain unacceptable amounts of lead) found at this building.

These components included:

- Walls
- Ceilings
- Doors, frames, trim
- Window sills, aprons, sash
- Radiators
- Cabinet frame
- Pipe
- Stair railing
- Shelf
- Crown molding

○

Please note: *Where a component (door and window components, crown molding, pipe, etc.) tests positive in a particular area, all of those identically constructed components should be considered positive for lead in that room or area.*

Lead-based paint presents a serious health risk if it is in poor condition:

Deterioration caused by friction and impact and Deterioration from water or moisture damage. Any type of painting and/or renovation project can also spread hazardous lead dust.

IV. Precautions & Recommendations

It is imperative that absolutely no sanding, dry scrapping or power tool cutting of the positive surfaces is ever done. Contractors must be informed of the positive surfaces that are present. Sanding and/or disturbing a positive surface by hand or

mechanical means can spread hazardous lead dust. When the positive surfaces are being disturbed during a renovation project it will be important to contain, as efficiently as possible, the paint dust and paint chips that are generated.

Preventing paint chip and dust debris from spreading throughout the interior and exterior of the commercial building during a project is mandatory.

To properly address the positive building components that were found, following are lead abatement and interim control (render positive surfaces safe without complete removal) recommendations:

1. **The positive cabinet, window sills and aprons, radiator, crown molding and shelf are not undergoing any excessive friction or impact. However, the paint is in poor condition at several areas.**
 - a. If the **positive components** are going to be retained, repair the deteriorated paint in a timely fashion utilizing the **wet scraping** method (interim control).
 - i. **Wet scraping** entails wetting any chipping or peeling paint with water and **wet scraping** the loose paint onto plastic or a disposable drop cloth. The water limits the spreading of fine dust particles and inhalation of the same. These **wet scraped** surfaces, which still have lead-based paint remaining on them, should then be painted with 2 coats of good quality paint once the surface is completely dry.
 - ii. **Once stabilized and painted, the lead paint is still present but is in a safe state and should be monitored moving forward.**
 1. If damage or deterioration occurs, repair in a timely fashion.
 - b. If abatement (elimination) of the lead-based paint is desired the positive components can be completely removed and replaced, or enclosed with new material, or chemically stripped (described below) of all paint.
 - i. *Abatement is not necessary if the components are structurally sound, the paint is made to be intact, and the paint is not undergoing excessive friction.*
 1. *Certain Department of Health (DOH) agencies will require full abatement if a daycare is present.*
 - a. *Check with the Larchmont DOH.*
 - ii. *If a particular component is consistently damaged abatement may be necessary.*
2. **The paint on the doors and frames potentially undergoes friction and impact during each use.**
 - a. If the **doors and frames** are going to be retained and undesired friction is being created, the doors will have to be adjusted or planed (shaved) in order to eliminate unwanted friction.

- i. Doors must be planed in a contained space using proper precautions.
 - b. Once the **doors** are fitting into the openings properly the **doors and frames** should always be monitored for wear and tear and repaired immediately if damage does occur.
 - c. Any chipping paint should be tended to without delay utilizing the **wet scraping** method mentioned above.
 - d. **Removal and replacement or chemical stripping (each abatement measures) of the doors and frames is recommended if friction cannot be eliminated.**
3. **The paint on the positive walls and ceilings is in poor condition.**
- a. If the **walls and ceilings** are going to be retained, the paint deterioration should be tended to without delay. Stabilize deteriorated paint with the **wet scraping** method mentioned above.
 - b. For the life of positive **walls and ceilings**, frequently monitor the lead-based paint condition and repair immediately if damage or deterioration does occur.
 - c. **If abatement is necessary or desired the walls and ceilings can be enclosed with new material (sheetrock, wood, paneling, etc. [at least ½ inch thick]) from corner-to-corner and floor-to-ceiling or completely removed.**
 - i. *Abatement is not necessary if the components are structurally sound, the paint is safely made to be intact, and the paint is not undergoing excessive friction.*
4. **A moveable window sash is a potential dust generator due to the fact that they undergo friction and impact during each use.**
- a. **The friction properties of a moveable window must be a concern. In addition, the paint is in poor condition at several areas.**
 - b. The recommendation for moveable window sashes/windows is to remove and replace them with new window units. *Removal and replacement is the most effective way to remedy a moveable window.*
 - i. If the window is removed and replaced, the surrounding frame components of the window do not require removal and can be left in place; a replacement window can be fit into the window opening with minimal structural disturbance.
 - c. *If historical preservation is desired, see chemical stripping below.*
 - d. **If a moveable window is retained, limit use when possible.**
 - i. **If a window is left in its present state, frequently clean all horizontal surfaces in close proximity to a window that is in use.**
 - ii. **Wet scraping will not render the window lead-safe due to the friction properties but will reduce the generation of paint chips and debris.**
5. **For the paint on the exterior components:**
- a. *The paint on the exterior components should never be unnecessarily or unprofessionally disturbed.*

- i. Open-air dry scraping, dry sanding, power washing and sandblasting of the lead-based paint on these exterior components is not permissible by law unless it is performed under complete, sealed, containment with negative air pressure.
- ii. Any paint deterioration should be stabilized in a timely fashion with the wet scraping method mentioned above.
 1. Prior to wet scraping, all loose and deteriorated paint should be HEPA (High Efficiency Particulate Air) vacuumed from all deteriorated surfaces in order to remove and avoid the spreading of loose paint chips and debris.
 2. Proper protection of the exterior grounds is mandatory when any work is being performed on the positive components.
 3. If abatement is desired or necessary, the positive components can be enclosed with new material (vinyl, metal, wood, etc.), removed and replaced or chemically stripped of all paint.
6. In terms of any positive painted component, another abatement option is **chemical stripping**. *Chemical stripping is a safe method to eliminate the presence of lead-based paint because it is a dust-free process, it does not alter the structure of a component, and it is beneficial for historical preservation.*
 - a. However, chemical stripping is labor intensive, caustic chemicals are used, several applications may be necessary, and it could cost as much or more than the other abatement and interim control options mentioned above.
Dry scraping or sanding a positive surface must be prohibited.

During potential demolition or alteration of positive components adhere to the following:

- *Avoid unnecessary disturbance of the lead-based paint including power tool cutting, sanding, dry scraping, etc.
- *Remove components containing lead-based paint in sections where applicable and dispose of in a timely fashion.
- *Wetting lead-based paint during removal will help control hazardous lead dust and debris.
- *Any work that will involve disturbance of lead-based paint can be performed by an EPA Certified contractor or a firm that has an EPA RRP (Renovation, Repair and Painting) certification or check with local agencies for their requirements.
- *The proper personal protection for workers is mandatory, as is stated in regulations as set forth by OSHA in Subpart D – Occupational Health & Environmental Controls 1926.62, lead. The proper respirator for light duty construction work that will generate lead dust is a half-mask air-purifying respirator with high efficiency filters. The size and type of the respirator can be determined by the extent of the project when demolition begins.

V. Cleaning

Since there are positive components present, good housekeeping within this building should be a daily practice.

- Keeping dust accumulation to a minimum will be advantageous to the health of all children under the age of six
- Lead is not an airborne hazard such as asbestos. Lead dust is heavy; therefore, it will settle onto horizontal surfaces (floors, tables, top edges of door and window casings and window stools)
- Horizontal surfaces should be kept very clean (dust free) as often as possible
- Hands should be washed after playing on the floor and before eating
- A toy that a child may put in his or her mouth that is on the floor should be washed often or disposed of

During an alteration project involving lead-based paint the hourly and daily cleanup of paint chip and dust debris generated from positive surfaces will be extremely important. In addition, proper protection of the building and the contents during a project is also very important. **A properly executed final cleanup will remove any lead dust that was generated during the work.**

To properly clean dust and debris at any time or from surfaces after a renovation project involving lead-based paint or for general household cleaning the following three-step cleaning process should be used:

1. Utilize a vacuum equipped with a HEPA (high efficiency particulate air) filter and vacuum all work and adjacent areas
2. Mop and wipe all vacuumed surfaces with the proper dust absorbing detergent (example -- tri-sodium phosphate substitute, or any quality household cleaner)
3. HEPA vacuum again for the final step

VI. Risk Assessment

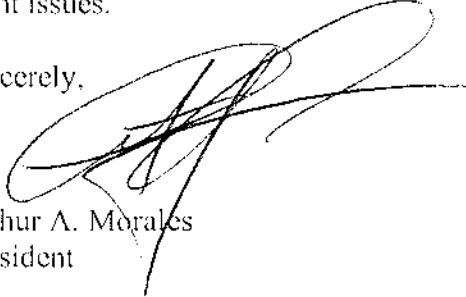
Immediately following any painting, renovation or cleaning project, or at any time if desired, a Risk Assessment is recommended. A Risk Assessment will determine if there is lead-contaminated dust in the building. The Risk Assessment requires the collection of dust samples from selected floors, windowsills and window wells in the building. A certified laboratory would be utilized to analyze the collected dust samples for lead.

The dust sample procedure acts as a clearance test so that you can be assured that a lead-safe environment has been presented and that any cleaning that was performed was done efficiently. A Risk Assessment can be performed at any time.

Please keep this report for future reference, especially if damage occurs to the positive components or if renovation or painting is scheduled that will involve the lead-based paint.

Please call with any questions you may have regarding this report or any other lead-based paint issues.

Sincerely,

A handwritten signature in black ink, appearing to read 'A. Morales', with a large, sweeping flourish extending to the right.

Arthur A. Morales
President

Project #: _____

Floor Plan

Date: 7/20/22

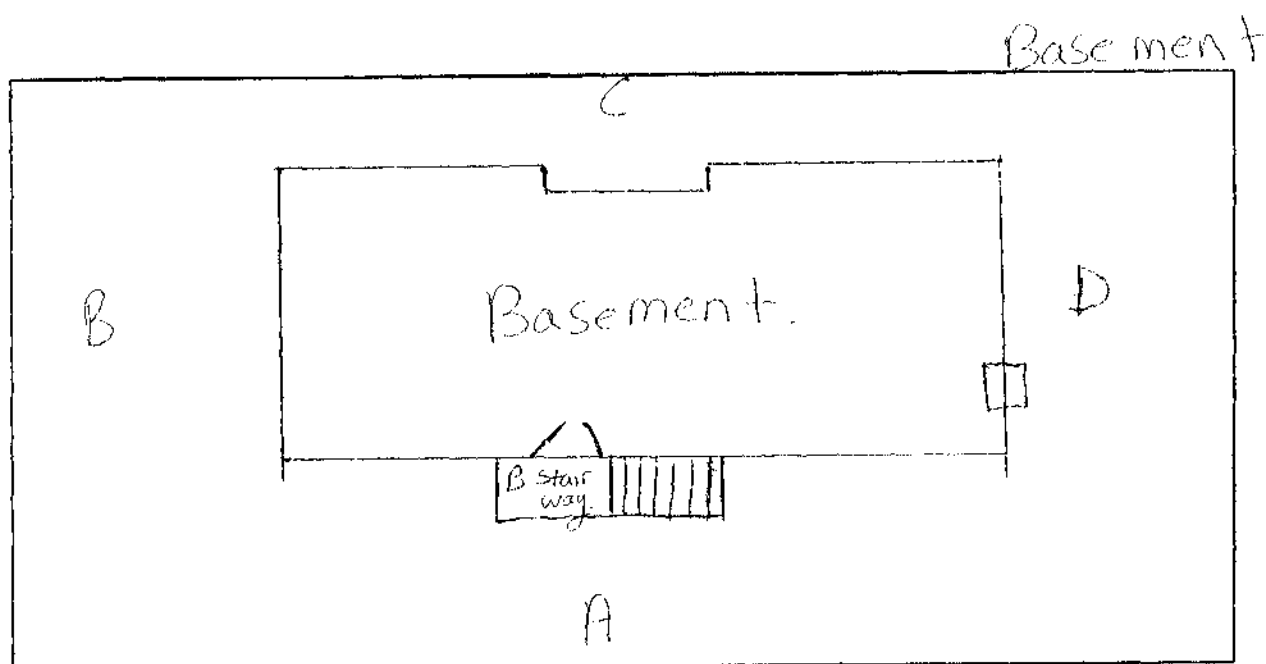
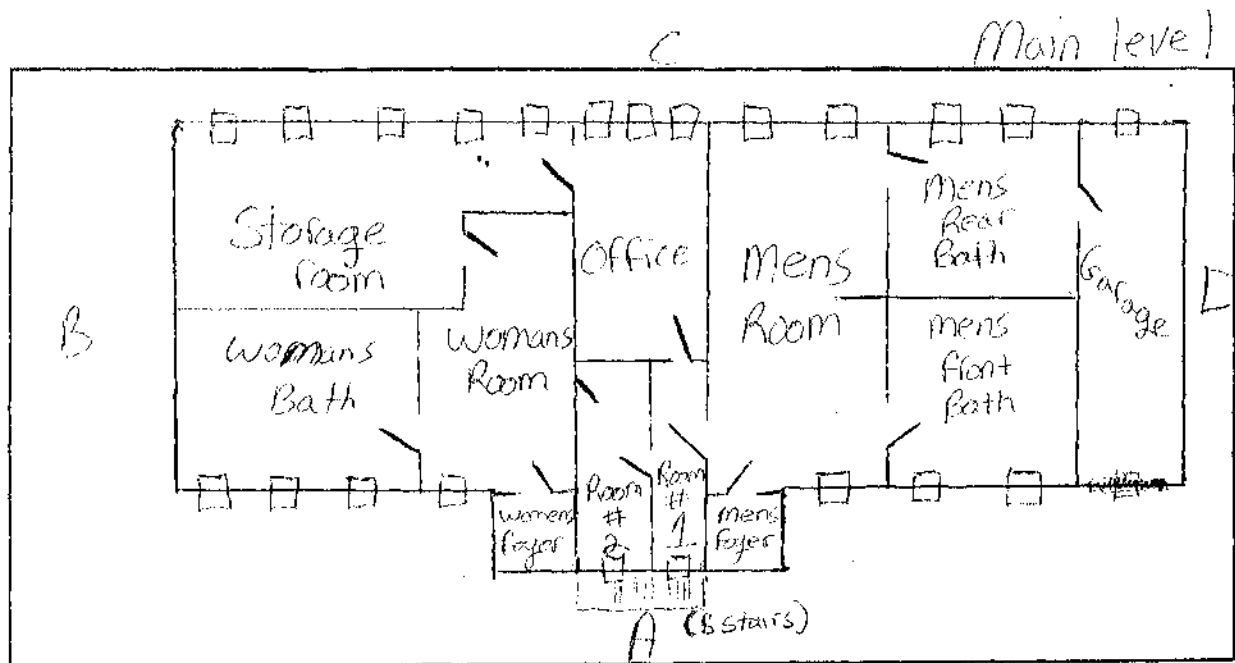
Client: _____

Address: 95 Dearborn Avenue

City: Rye State: NY

Name of Inspector: K. Cumisky

Inspector Company Name: ENVIRO-TEST



Lead-Based Paint Inspection of Proposed Work Areas By Enviro-Test for Hygenix, Inc. @

Rye Beach Bath House, 95 Dearborn Avenue, Rye, New York

No	SITE	INSP	FLR	SIDE	ROOM	COMPONENT	SUBSTRATE	FEATURE	CONDITION	Sec	Date	Time	Result	PbC	PbC Err	Units
1	95	KC			Calibration	XRF		LEAD STD 1.0	OK	5	7/20/2022	9:30:43	Positive	1	0.1	mg/cm2
2	95	KC			Calibration	XRF		LEAD STD 1.0	OK	5	7/20/2022	9:31:08	Positive	1	0.1	mg/cm2
3	95	KC			Calibration	XRF		LEAD STD 1.0	OK	5	7/20/2022	9:31:33	Negative	0.9	0.1	mg/cm2
4	95	KC	1	A	Mens foyer	Wall	Brick	Wall	Poor	5	7/20/2022	9:32:27	Positive	1.1	0.1	mg/cm2
5	95	KC	1	B	Mens foyer	Wall	Brick	Wall	Poor	1	7/20/2022	9:32:47	Positive	2.6	0.3	mg/cm2
6	95	KC	1	C	Mens foyer	Wall	Brick	Wall	Poor	1	7/20/2022	9:33:00	Positive	3.3	0.3	mg/cm2
7	95	KC	1	D	Mens foyer	Wall	Brick	Wall	Poor	2	7/20/2022	9:33:13	Negative	0.7	0.2	mg/cm2
8	95	KC	1	C	Mens foyer	Door	Wood	Casing	Intact	2	7/20/2022	9:34:18	Negative	0	0.2	mg/cm2
9	95	KC	1	C	Mens foyer	Door	Metal	Frame	Poor	2	7/20/2022	9:34:32	Negative	0.2	0.2	mg/cm2
10	95	KC	1	C	Mens foyer	Door	Metal	Door	Poor	2	7/20/2022	9:34:47	Negative	0	0.2	mg/cm2
11	95	KC	1	B	Mens foyer	Door	Metal	Frame	Poor	2	7/20/2022	9:35:05	Negative	0.4	0.2	mg/cm2
12	95	KC	1	B	Mens foyer	Door	Metal	Door	Poor	2	7/20/2022	9:35:18	Negative	0.1	0.2	mg/cm2
13	95	KC	1	C	Mens foyer	Wall	Wood	Wall	Poor	2	7/20/2022	9:35:42	Negative	0	0.2	mg/cm2
14	95	KC	1	C	Mens foyer	Wall	Wood	Baseboard	Intact	2	7/20/2022	9:36:01	Negative	0	0.2	mg/cm2
15	95	KC	1	A	Mens Room	Wall	Wood	Wall	Intact	2	7/20/2022	9:37:07	Negative	-0.2	0.2	mg/cm2
16	95	KC	1	A	Mens Room	Door	Wood	Casing	Intact	2	7/20/2022	9:37:31	Negative	0.1	0.2	mg/cm2
17	95	KC	1	A	Mens Room	Door	Metal	Frame	Poor	2	7/20/2022	9:37:45	Negative	-0.1	0.2	mg/cm2
18	95	KC	1	A	Mens Room	Door	Metal	Door	Poor	2	7/20/2022	9:37:57	Negative	-0.1	0.2	mg/cm2
19	95	KC	1	A	Mens Room	Wall	Wood	Baseboard	Intact	2	7/20/2022	9:38:16	Negative	0	0.2	mg/cm2
20	95	KC	1	A	Mens Room	Door	Wood	Trim	Intact	2	7/20/2022	9:38:32	Positive	15.9	0.3	mg/cm2
21	95	KC	1	B	Mens Room	Door	Metal	Frame	Poor	1	7/20/2022	9:39:55	Positive	17.6	0.3	mg/cm2
22	95	KC	1	B	Mens Room	Door	Wood	Door	Poor	1	7/20/2022	9:40:08	Positive	18.4	0.3	mg/cm2
23	95	KC	1	B	Mens Room	Access Panel	Wood	---	Intact	2	7/20/2022	9:41:11	Negative	-0.2	0.2	mg/cm2
24	95	KC	1	B	Mens Room	Vent	Metal	---	Intact	2	7/20/2022	9:41:34	Negative	0.1	0.2	mg/cm2
25	95	KC	1	B	Mens Room	Sink Support	Wood	---	Intact	2	7/20/2022	9:42:07	Negative	0	0.2	mg/cm2
26	95	KC	1	C	Mens Room	Wall	Plaster	Wall	Poor	2	7/20/2022	9:43:18	Negative	0.3	0.2	mg/cm2
27	95	KC	1	C	Mens Room	Window	Metal	Frame	Poor	2	7/20/2022	9:44:11	Negative	0.1	0.2	mg/cm2
28	95	KC	1	C	Mens Room	Window	Metal	Frame	Poor	2	7/20/2022	9:44:20	Negative	0.1	0.2	mg/cm2
29	95	KC	1	C	Mens Room	Window	Metal	Frame	Poor	2	7/20/2022	9:44:35	Negative	0.1	0.2	mg/cm2
30	95	KC	1	C	Mens Room	Ceiling	Plaster	Ceiling	Poor	2	7/20/2022	9:45:02	Negative	0.1	0.2	mg/cm2
31	95	KC	1	D	Mens Room	Door	Metal	Frame	Intact	3	7/20/2022	9:45:29	Negative	0.7	0.2	mg/cm2
32	95	KC	1	D	Mens Room	Door	Metal	Door	Intact	2	7/20/2022	9:46:06	Negative	-0.1	0.2	mg/cm2
33	95	KC	1	D	Mens Room	Door	Metal	Frame	Poor	2	7/20/2022	9:46:30	Negative	0.6	0.2	mg/cm2
34	95	KC	1	D	Mens Room	Door	Metal	Door	Poor	2	7/20/2022	9:46:44	Negative	0	0.2	mg/cm2
35	95	KC	1	D	Mens Room	Stall	Metal	Door	Poor	2	7/20/2022	9:48:35	Negative	0.2	0.2	mg/cm2
36	95	KC	1	D	Mens Room	Stall	Metal	Frame	Poor	2	7/20/2022	9:48:45	Negative	-0.1	0.2	mg/cm2
37	95	KC	1	D	Mens Room	Stall	Metal	Frame	Poor	2	7/20/2022	9:49:03	Negative	0	0.2	mg/cm2
38	95	KC	1	A	Mens Room	Wall	Drywall	Wall	Poor	2	7/20/2022	9:49:36	Negative	0.1	0.2	mg/cm2
39	95	KC	1	D	Mens Room	Vent	Metal	---	Intact	2	7/20/2022	9:50:06	Negative	0.2	0.2	mg/cm2
40	95	KC	1	B	Mens Rear Bath	Wall	Drywall	Wall	Intact	2	7/20/2022	9:52:07	Negative	-0.1	0.2	mg/cm2
41	95	KC	1	B	Mens Rear Bath	Pipe	Metal	Vertical	Intact	2	7/20/2022	9:52:23	Negative	0.2	0.2	mg/cm2
42	95	KC	1	B	Mens Rear Bath	Pipe	Metal	Horizontal	Intact	2	7/20/2022	9:52:34	Negative	0.2	0.2	mg/cm2
43	95	KC	1	B	Mens Rear Bath	Pipe	Metal	Horizontal	Intact	1	7/20/2022	9:52:40	Negative	0.3	0.3	mg/cm2
44	95	KC	1	B	Mens Rear Bath	Door	Metal	Frame	Poor	3	7/20/2022	9:53:05	Negative	0.7	0.2	mg/cm2
45	95	KC	1	B	Mens Rear Bath	Door	Metal	Door	Poor	2	7/20/2022	9:53:21	Negative	0	0.2	mg/cm2

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Rye Beach Bath House, 95 Dearborn Avenue, Rye, New York

46	95	KC	1	C	Mens Rear Bath	Window	Metal	Frame	Poor	2	7/20/2022	9:53:56	Negative	0.1	0.2	mg/cm2
47	95	KC	1	C	Mens Rear Bath	Window	Metal	Frame	Poor	2	7/20/2022	9:54:12	Negative	0.2	0.2	mg/cm2
48	95	KC	1	C	Mens Rear Bath	Wall	Concrete	Wall	Poor	2	7/20/2022	9:54:39	Negative	-0.5	0.3	mg/cm2
49	95	KC	1	C	Mens Rear Bath	Wall	Drywall	Wall	Intact	2	7/20/2022	9:54:58	Negative	-0.2	0.2	mg/cm2
50	95	KC	1	C	Mens Rear Bath	Soffit	Plaster	---	Poor	1	7/20/2022	9:55:40	Negative	0	0.3	mg/cm2
51	95	KC	1	D	Mens Rear Bath	Door	Metal	Frame	Poor	1	7/20/2022	9:56:02	Negative	0.6	0.3	mg/cm2
52	95	KC	1	D	Mens Rear Bath	Door	Metal	Door	Poor	2	7/20/2022	9:56:14	Negative	0.1	0.2	mg/cm2
53	95	KC	1	D	Mens Rear Bath	Lattice	Wood	---	Poor	2	7/20/2022	9:57:52	Negative	0	0.2	mg/cm2
54	95	KC	1	A	Mens Rear Bath	Stall	Metal	Door	Poor	2	7/20/2022	9:58:44	Negative	-0.1	0.2	mg/cm2
55	95	KC	1	A	Mens Rear Bath	Stall	Metal	Door	Poor	2	7/20/2022	9:58:53	Negative	-0.2	0.3	mg/cm2
56	95	KC	1	A	Mens Rear Bath	Stall	Metal	Door	Poor	2	7/20/2022	9:59:00	Negative	-0.1	0.3	mg/cm2
57	95	KC	1	A	Mens Rear Bath	Stall	Metal	Door	Poor	2	7/20/2022	9:59:08	Negative	-0.1	0.3	mg/cm2
58	95	KC	1	A	Mens Rear Bath	Stall	Metal	Frame	Poor	2	7/20/2022	9:59:22	Negative	0.1	0.2	mg/cm2
59	95	KC	1	A	Mens Rear Bath	Stall	Metal	Frame	Poor	2	7/20/2022	9:59:29	Negative	0	0.2	mg/cm2
60	95	KC	1	A	Mens Rear Bath	Stall	Metal	Frame	Poor	2	7/20/2022	9:59:37	Negative	-0.1	0.2	mg/cm2
61	95	KC	1	A	Mens Rear Bath	Stall	Metal	Frame	Poor	2	7/20/2022	9:59:43	Negative	-0.1	0.2	mg/cm2
62	95	KC	1	C	Mens Rear Bath	Ceiling	Plaster	Ceiling	Poor	1	7/20/2022	10:00:02	Negative	0	0.3	mg/cm2
63	95	KC	1	A	Mens Front Bath	Wall	Drywall	Wall	Poor	2	7/20/2022	10:00:46	Negative	0.2	0.2	mg/cm2
64	95	KC	1	A	Mens Front Bath	Wall	Wood	Chair Rail	Intact	2	7/20/2022	10:01:18	Negative	-0.1	0.2	mg/cm2
65	95	KC	1	A	Mens Front Bath	Wall	Wood	Baseboard	Intact	2	7/20/2022	10:01:37	Negative	-0.1	0.2	mg/cm2
66	95	KC	1	A	Mens Front Bath	Window	Metal	Frame	Intact	2	7/20/2022	10:01:57	Negative	0.2	0.2	mg/cm2
67	95	KC	1	A	Mens Front Bath	Window	Metal	Frame	Intact	2	7/20/2022	10:02:08	Negative	0.3	0.2	mg/cm2
68	95	KC	1	A	Mens Front Bath	Window	Concrete	Sill	Poor	2	7/20/2022	10:02:25	Negative	-0.3	0.3	mg/cm2
69	95	KC	1	A	Mens Front Bath	Window	Concrete	Sill	Poor	1	7/20/2022	10:02:37	Negative	-0.3	0.3	mg/cm2
70	95	KC	1	B	Mens Front Bath	Wall	Drywall	Wall	Poor	2	7/20/2022	10:03:08	Negative	0	0.2	mg/cm2
71	95	KC	1	B	Mens Front Bath	Vent	Metal	---	Intact	2	7/20/2022	10:03:41	Negative	0.2	0.2	mg/cm2
72	95	KC	1	B	Mens Front Bath	Door	Metal	Frame	Poor	2	7/20/2022	10:04:21	Negative	0.6	0.2	mg/cm2
73	95	KC	1	B	Mens Front Bath	Door	Metal	Door	Poor	2	7/20/2022	10:05:50	Negative	0	0.2	mg/cm2
74	95	KC	1	D	Mens Front Bath	Lattice	Wood	---	Poor	2	7/20/2022	10:06:23	Negative	-0.2	0.2	mg/cm2
75	95	KC	1	A	Mens Front Bath	Ceiling	Plaster	Ceiling	Poor	1	7/20/2022	10:06:40	Negative	0	0.3	mg/cm2
76	95	KC	1	A	Room 1	Wall	Brick	Wall	Poor	1	7/20/2022	10:08:11	Negative	0.3	0.3	mg/cm2
77	95	KC	1	B	Room 1	Wall	Plaster	Wall	Poor	1	7/20/2022	10:08:25	Negative	0.3	0.3	mg/cm2
78	95	KC	1	C	Room 1	Wall	Plaster	Wall	Poor	1	7/20/2022	10:08:36	Positive	3.6	0.3	mg/cm2
79	95	KC	1	D	Room 1	Wall	Plaster	Wall	Poor	1	7/20/2022	10:08:49	Positive	3.7	0.3	mg/cm2
80	95	KC	1	D	Room 1	Door	Wood	Casing	Poor	1	7/20/2022	10:09:14	Positive	15	0.3	mg/cm2
81	95	KC	1	D	Room 1	Door	Metal	Frame	Poor	1	7/20/2022	10:09:35	Positive	18.4	0.3	mg/cm2
82	95	KC	1	D	Room 1	Door	Wood	Door	Poor	1	7/20/2022	10:09:48	Positive	20.4	0.3	mg/cm2
83	95	KC	1	D	Room 1	Door	Metal	Frame	Poor	2	7/20/2022	10:10:05	Negative	0.6	0.2	mg/cm2
84	95	KC	1	D	Room 1	Door	Metal	Door	Poor	2	7/20/2022	10:10:19	Negative	0	0.2	mg/cm2
85	95	KC	1	A	Room 1	Window	Wood	Casing	Poor	2	7/20/2022	10:10:58	Negative	0.1	0.2	mg/cm2
86	95	KC	1	A	Room 1	Window	Wood	Frame	Poor	2	7/20/2022	10:11:09	Negative	0.2	0.2	mg/cm2
87	95	KC	1	A	Room 1	Window	Wood	Sill	Poor	2	7/20/2022	10:11:32	Negative	0.3	0.2	mg/cm2
88	95	KC	1	A	Room 1	Window	Wood	Stop	Poor	2	7/20/2022	10:11:44	Negative	0.1	0.2	mg/cm2
89	95	KC	1	B	Room 1	Door	Wood	Casing	Poor	2	7/20/2022	10:12:06	Negative	0	0.2	mg/cm2
90	95	KC	1	B	Room 1	Door	Wood	Jamb	Poor	2	7/20/2022	10:12:17	Negative	0.1	0.2	mg/cm2
91	95	KC	1	B	Room 1	Door	Metal	Door	Poor	2	7/20/2022	10:12:33	Negative	0	0.2	mg/cm2

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Rye Beach Bath House, 95 Dearborn Avenue, Rye, New York

92	95	KC	1	C	Room 1	Door	Metal	Casing	Poor	2	7/20/2022	10:13:21	Positive	2.8	0.2	mg/cm2
93	95	KC	1	C	Room 1	Door	Wood	Jamb	Poor	2	7/20/2022	10:13:36	Negative	0.2	0.3	mg/cm2
94	95	KC	1	C	Room 1	Door	Wood	Door	Poor	2	7/20/2022	10:13:47	Negative	0	0.3	mg/cm2
95	95	KC	1	C	Room 1	Electric Panel	Metal	Door	Intact	2	7/20/2022	10:14:13	Negative	0.1	0.3	mg/cm2
96	95	KC	1	C	Room 1	Electric Panel	Metal	Frame	Intact	1	7/20/2022	10:14:24	Negative	0.1	0.3	mg/cm2
97	95	KC	1	C	Room 1	Pipe	Metal	Vertical	Intact	2	7/20/2022	10:14:39	Negative	0.4	0.2	mg/cm2
98	95	KC	1	C	Room 1	Pipe	Metal	Horizontal	Intact	2	7/20/2022	10:14:59	Negative	0.1	0.2	mg/cm2
99	95	KC	1	C	Room 1	Rafter	Plaster	---	Poor	2	7/20/2022	10:15:28	Positive	2.4	0.3	mg/cm2
100	95	KC	1	B	Room 1	Ceiling	Plaster	Ceiling	Poor	1	7/20/2022	10:16:05	Positive	3.8	0.3	mg/cm2
101	95	KC	1	C	Room 1	Ceiling	Wood	Ceiling	Poor	2	7/20/2022	10:16:47	Negative	0.4	0.2	mg/cm2
102	95	KC	1	A	Room 1	Wall	Concrete	Floor	Poor	1	7/20/2022	10:17:10	Negative	0.4	0.3	mg/cm2
103	95	KC	1	A	Room 2	Wall	Brick	Wall	Poor	1	7/20/2022	10:17:38	Negative	0.4	0.3	mg/cm2
104	95	KC	1	B	Room 2	Wall	Plaster	Wall	Poor	1	7/20/2022	10:17:55	Positive	2.5	0.3	mg/cm2
105	95	KC	1	C	Room 2	Wall	Plaster	Wall	Poor	2	7/20/2022	10:18:07	Positive	1.5	0.3	mg/cm2
106	95	KC	1	D	Room 2	Wall	Plaster	Wall	Poor	1	7/20/2022	10:18:21	Positive	1.5	0.3	mg/cm2
107	95	KC	1	D	Room 2	Door	Wood	Casing	Poor	2	7/20/2022	10:18:38	Negative	-0.1	0.2	mg/cm2
108	95	KC	1	D	Room 2	Door	Wood	Jamb	Poor	2	7/20/2022	10:18:49	Negative	0.1	0.2	mg/cm2
109	95	KC	1	D	Room 2	Door	Metal	Door	Poor	2	7/20/2022	10:19:04	Negative	0	0.2	mg/cm2
110	95	KC	1	A	Room 2	Window	Wood	Casing	Poor	2	7/20/2022	10:19:49	Negative	0.4	0.2	mg/cm2
111	95	KC	1	A	Room 2	Window	Wood	Stop	Poor	2	7/20/2022	10:20:03	Negative	0.5	0.2	mg/cm2
112	95	KC	1	A	Room 2	Window	Wood	Frame	Poor	2	7/20/2022	10:20:19	Negative	0.1	0.2	mg/cm2
113	95	KC	1	A	Room 2	Window	Wood	Sill	Poor	2	7/20/2022	10:20:33	Negative	0.6	0.2	mg/cm2
114	95	KC	1	A	Room 2	Radiator	Metal	---	Poor	2	7/20/2022	10:20:50	Negative	0	0.3	mg/cm2
115	95	KC	1	B	Room 2	Door	Wood	Frame	Poor	2	7/20/2022	10:21:24	Negative	0.2	0.2	mg/cm2
116	95	KC	1	B	Room 2	Door	Wood	Door	Poor	2	7/20/2022	10:21:36	Positive	17.3	0.3	mg/cm2
117	95	KC	1	C	Room 2	Rafter	Wood	---	Poor	2	7/20/2022	10:22:22	Negative	0.2	0.3	mg/cm2
118	95	KC	1	A	Room 2	Ceiling	Plaster	Ceiling	Poor	1	7/20/2022	10:22:47	Positive	1.9	0.3	mg/cm2
119	95	KC	1	D	Room 2	Wall	Concrete	Floor	Poor	1	7/20/2022	10:23:27	Negative	0.3	0.3	mg/cm2
120	95	KC	1	A	Office	Wall	Drywall	Wall	Intact	1	7/20/2022	10:26:03	Negative	0.1	0.3	mg/cm2
121	95	KC	1	A	Office	Wall	Wood	Wall	Intact	1	7/20/2022	10:26:14	Negative	-0.1	0.3	mg/cm2
122	95	KC	1	B	Office	Wall	Plaster	Wall	Intact	1	7/20/2022	10:26:33	Negative	0.1	0.3	mg/cm2
123	95	KC	1	C	Office	Wall	Plaster	Wall	Intact	1	7/20/2022	10:26:55	Negative	0.2	0.3	mg/cm2
124	95	KC	1	D	Office	Wall	Plaster	Wall	Intact	2	7/20/2022	10:27:18	Negative	0	0.2	mg/cm2
125	95	KC	1	D	Office	Pipe	Metal	Vertical	Intact	2	7/20/2022	10:27:38	Negative	0.1	0.2	mg/cm2
126	95	KC	1	D	Office	Pipe	Metal	Vertical	Intact	2	7/20/2022	10:27:52	Negative	0	0.2	mg/cm2
127	95	KC	1	D	Office	Pipe	Metal	Horizontal	Intact	2	7/20/2022	10:28:03	Negative	0.1	0.2	mg/cm2
128	95	KC	1	D	Office	Pipe	Metal	Horizontal	Intact	1	7/20/2022	10:28:08	Negative	0.1	0.3	mg/cm2
129	95	KC	1	A	Office	Door	Wood	Casing	Intact	3	7/20/2022	10:28:58	Negative	0.7	0.2	mg/cm2
130	95	KC	1	A	Office	Door	Wood	Jamb	Poor	2	7/20/2022	10:29:26	Negative	0.3	0.2	mg/cm2
131	95	KC	1	A	Office	Door	Wood	Door	Poor	2	7/20/2022	10:29:37	Positive	3.7	0.2	mg/cm2
132	95	KC	1	A	Office	Radiator	Metal	---	Poor	1	7/20/2022	10:29:54	Positive	5.5	0.3	mg/cm2
133	95	KC	1	A	Office	Shelf	Wood	---	Poor	2	7/20/2022	10:30:21	Negative	0	0.2	mg/cm2
134	95	KC	1	A	Office	Pipe	Metal	Vertical	Intact	2	7/20/2022	10:30:39	Negative	0.3	0.3	mg/cm2
135	95	KC	1	A	Office	Pipe	Metal	Horizontal	Intact	1	7/20/2022	10:30:51	Negative	0.5	0.3	mg/cm2
136	95	KC	1	A	Office	Cabinets	Metal	Door	Intact	2	7/20/2022	10:31:40	Negative	-0.1	0.2	mg/cm2
137	95	KC	1	A	Office	Cabinets	Metal	Door	Poor	2	7/20/2022	10:31:52	Negative	0	0.3	mg/cm2

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138	95	KC	1	A	Office	Cabinets	Metal	Frame	Poor	2	7/20/2022	10:32:04	Negative	-0.1	0.2	mg/cm2
139	95	KC	1	B	Office	Cabinets	Metal	Door	Poor	2	7/20/2022	10:32:38	Negative	0	0.2	mg/cm2
140	95	KC	1	B	Office	Cabinets	Metal	Frame	Poor	2	7/20/2022	10:32:54	Negative	0	0.2	mg/cm2
141	95	KC	1	B	Office	Cabinets	Wood	Door	Poor	2	7/20/2022	10:33:59	Negative	0.2	0.2	mg/cm2
142	95	KC	1	B	Office	Cabinets	Wood	Door	Poor	2	7/20/2022	10:34:05	Negative	0.2	0.3	mg/cm2
143	95	KC	1	B	Office	Cabinets	Wood	Door	Poor	2	7/20/2022	10:34:12	Negative	0.3	0.3	mg/cm2
144	95	KC	1	B	Office	Cabinets	Wood	Frame	Poor	2	7/20/2022	10:34:28	Negative	0.5	0.3	mg/cm2
145	95	KC	1	B	Office	Cabinets	Wood	Frame	Poor	2	7/20/2022	10:34:35	Negative	0.2	0.2	mg/cm2
146	95	KC	1	B	Office	Cabinets	Wood	Frame	Poor	2	7/20/2022	10:34:43	Positive	2.2	0.2	mg/cm2
147	95	KC	1	B	Office	Cabinets	Wood	Shelf	Poor	5	7/20/2022	10:35:01	Negative	0.8	0.2	mg/cm2
148	95	KC	1	B	Office	Door	Wood	Casing	Poor	2	7/20/2022	10:35:28	Negative	0	0.3	mg/cm2
149	95	KC	1	B	Office	Door	Wood	Jamb	Poor	2	7/20/2022	10:35:42	Negative	-0.4	0.2	mg/cm2
150	95	KC	1	B	Office	Door	Wood	Door	Poor	2	7/20/2022	10:36:02	Negative	0.1	0.2	mg/cm2
151	95	KC	1	C	Office	Window	Wood	Sill	Poor	2	7/20/2022	10:36:41	Positive	4.3	0.2	mg/cm2
152	95	KC	1	C	Office	Window	Wood	Apron	Intact	1	7/20/2022	10:36:57	Positive	15	0.3	mg/cm2
153	95	KC	1	C	Office	Window	Concrete	Jamb	Intact	2	7/20/2022	10:37:28	Negative	0.6	0.2	mg/cm2
154	95	KC	1	C	Office	Window	Metal	Frame	Intact	2	7/20/2022	10:37:45	Negative	0.1	0.2	mg/cm2
155	95	KC	1	C	Office	Window	Concrete	Sill	Intact	1	7/20/2022	10:38:06	Negative	0	0.3	mg/cm2
156	95	KC	1	C	Office	Window	Metal	Frame	Intact	2	7/20/2022	10:38:22	Negative	0.2	0.2	mg/cm2
157	95	KC	1	C	Office	Window	Wood	Sill	Poor	2	7/20/2022	10:39:20	Positive	4.5	0.2	mg/cm2
158	95	KC	1	C	Office	Window	Wood	Apron	Intact	1	7/20/2022	10:39:33	Positive	18.8	0.3	mg/cm2
159	95	KC	1	C	Office	Window	Metal	Frame	Intact	2	7/20/2022	10:39:55	Negative	0.2	0.2	mg/cm2
160	95	KC	1	C	Office	Shelf	Wood	--	Poor	2	7/20/2022	10:40:34	Negative	-0.1	0.2	mg/cm2
161	95	KC	1	C	Office	Shelf	Wood	--	Poor	2	7/20/2022	10:40:43	Positive	4	0.3	mg/cm2
162	95	KC	1	C	Office	Shelf Support	Wood	--	Poor	2	7/20/2022	10:41:03	Negative	-0.4	0.2	mg/cm2
163	95	KC	1	C	Office	Shelf Support	Wood	--	Poor	2	7/20/2022	10:41:12	Negative	-0.4	0.3	mg/cm2
164	95	KC	1	C	Office	Pipe	Metal	Vertical	Poor	2	7/20/2022	10:41:36	Negative	0	0.2	mg/cm2
165	95	KC	1	C	Office	Pipe	Metal	Horizontal	Intact	2	7/20/2022	10:41:57	Negative	0.1	0.2	mg/cm2
166	95	KC	1	C	Office	Wall	Wood	Crown Molding	Intact	2	7/20/2022	10:42:18	Negative	0.2	0.2	mg/cm2
167	95	KC	1	B	Office	Wall	Wood	Crown Molding	Intact	2	7/20/2022	10:42:43	Negative	0.6	0.2	mg/cm2
168	95	KC	1	A	Office	Ceiling	Plaster	Ceiling	Intact	1	7/20/2022	10:43:12	Negative	0.1	0.3	mg/cm2
169	95	KC	1	A	Storage Room	Wall	Plaster	Wall	Poor	2	7/20/2022	10:45:57	Negative	0.2	0.2	mg/cm2
170	95	KC	1	A	Storage Room	Wainscoting	Wood	--	Poor	2	7/20/2022	10:46:23	Negative	0	0.2	mg/cm2
171	95	KC	1	A	Storage Room	Wall	Concrete	Wall	Intact	1	7/20/2022	10:47:02	Negative	0.1	0.3	mg/cm2
172	95	KC	1	A	Storage Room	Shelf	Wood	--	Intact	2	7/20/2022	10:47:38	Negative	0	0.2	mg/cm2
173	95	KC	1	A	Storage Room	Shelf	Wood	--	Intact	2	7/20/2022	10:47:47	Negative	0	0.2	mg/cm2
174	95	KC	1	A	Storage Room	Shelf	Wood	--	Intact	2	7/20/2022	10:47:57	Negative	0	0.2	mg/cm2
175	95	KC	1	A	Storage Room	Shelf Support	Wood	--	Intact	2	7/20/2022	10:48:13	Negative	-0.1	0.2	mg/cm2
176	95	KC	1	A	Storage Room	Shelf Support	Wood	--	Intact	2	7/20/2022	10:48:25	Negative	-0.2	0.2	mg/cm2
177	95	KC	1	A	Storage Room	Shelf Support	Wood	--	Intact	2	7/20/2022	10:48:45	Negative	0	0.2	mg/cm2
178	95	KC	1	A	Storage Room	Shelf Support	Wood	--	Intact	2	7/20/2022	10:49:00	Negative	0.1	0.3	mg/cm2
179	95	KC	1	A	Storage Room	Shelf Support	Metal	--	Intact	1	7/20/2022	10:49:07	Negative	0.1	0.3	mg/cm2
180	95	KC	1	A	Storage Room	Pipe	Metal	Vertical	Intact	2	7/20/2022	10:49:29	Negative	0.5	0.2	mg/cm2
181	95	KC	1	A	Storage Room	Wall	Wood	Wall	Poor	2	7/20/2022	10:49:51	Negative	0.2	0.2	mg/cm2
182	95	KC	1	A	Storage Room	Pipe	Metal	Horizontal	Poor	2	7/20/2022	10:50:11	Negative	0.1	0.3	mg/cm2
183	95	KC	1	A	Storage Room	Pipe	Metal	Horizontal	Poor	2	7/20/2022	10:50:17	Negative	0	0.3	mg/cm2

Lead-Based Paint Inspection of Proposed Work Areas By Enviro-Test for Hygenix, Inc. @

Rye Beach Bath House, 95 Dearborn Avenue, Rye, New York

184	95	KC	1	B	Storage Room	Wall	Plaster	Wall	Poor	1	7/20/2022	10:51:19	Negative	0.3	0.3	mg/cm2
185	95	KC	1	C	Storage Room	Wall	Plaster	Wall	Poor	2	7/20/2022	10:52:10	Negative	-0.1	0.3	mg/cm2
186	95	KC	1	C	Storage Room	Wall	Wood	Wall	Poor	2	7/20/2022	10:52:37	Negative	-0.5	0.2	mg/cm2
187	95	KC	1	C	Storage Room	Window	Metal	Frame	Intact	2	7/20/2022	10:53:22	Negative	0.2	0.2	mg/cm2
188	95	KC	1	C	Storage Room	Window	Metal	Frame	Intact	2	7/20/2022	10:53:35	Negative	0.3	0.2	mg/cm2
189	95	KC	1	C	Storage Room	Window	Metal	Frame	Intact	2	7/20/2022	10:53:49	Negative	0.2	0.3	mg/cm2
190	95	KC	1	C	Storage Room	Window	Metal	Frame	Intact	2	7/20/2022	10:54:22	Negative	0.2	0.3	mg/cm2
191	95	KC	1	C	Storage Room	Coat Hanger	Wood	---	Intact	2	7/20/2022	10:55:38	Negative	-0.2	0.2	mg/cm2
192	95	KC	1	C	Storage Room	Soffit	Plaster	---	Poor	1	7/20/2022	10:56:12	Negative	0.3	0.3	mg/cm2
193	95	KC	1	C	Storage Room	Soffit	Plaster	---	Poor	1	7/20/2022	10:56:20	Negative	-0.1	0.3	mg/cm2
194	95	KC	1	C	Storage Room	Cabinets	Metal	Door	Poor	2	7/20/2022	10:57:19	Negative	0	0.2	mg/cm2
195	95	KC	1	C	Storage Room	Cabinets	Metal	Frame	Poor	2	7/20/2022	10:57:30	Negative	0.2	0.2	mg/cm2
196	95	KC	1	C	Storage Room	Cabinets	Metal	Shelf	Poor	2	7/20/2022	10:57:50	Negative	-0.1	0.2	mg/cm2
197	95	KC	1	C	Storage Room	Cabinets	Metal	Inside Wall	Poor	2	7/20/2022	10:58:07	Negative	-0.2	0.2	mg/cm2
198	95	KC	1	C	Storage Room	Shelf	Metal	---	Poor	2	7/20/2022	10:58:29	Negative	0.1	0.3	mg/cm2
199	95	KC	1	D	Storage Room	Door	Wood	Casing	Poor	2	7/20/2022	10:58:51	Negative	0.2	0.2	mg/cm2
200	95	KC	1	D	Storage Room	Door	Wood	Jamb	Poor	2	7/20/2022	10:59:02	Negative	0.1	0.2	mg/cm2
201	95	KC	1	D	Storage Room	Door	Wood	Door	Poor	2	7/20/2022	10:59:19	Negative	0.1	0.2	mg/cm2
202	95	KC	1	D	Storage Room	Door	Metal	Frame	Poor	2	7/20/2022	10:59:47	Negative	0.3	0.3	mg/cm2
203	95	KC	1	D	Storage Room	Door	Metal	Door	Poor	2	7/20/2022	11:00:04	Negative	-0.1	0.3	mg/cm2
204	95	KC	1	D	Storage Room	Wall	Concrete	Wall	Intact	1	7/20/2022	11:00:27	Negative	0.3	0.3	mg/cm2
205	95	KC	1	D	Storage Room	Wall	Plaster	Wall	Poor	2	7/20/2022	11:00:42	Negative	0.1	0.2	mg/cm2
206	95	KC	1	D	Storage Room	Pipe	Metal	Vertical	Intact	2	7/20/2022	11:01:01	Negative	0.2	0.2	mg/cm2
207	95	KC	1	D	Storage Room	Ceiling	Plaster	Ceiling	Poor	1	7/20/2022	11:01:19	Negative	-0.1	0.3	mg/cm2
208	95	KC	1	B	Storage Room	Ceiling	Plaster	Ceiling	Poor	1	7/20/2022	11:01:43	Negative	0.1	0.3	mg/cm2
209	95	KC	1	A	Storage Room	Wall	Wood	Crown Molding	Intact	2	7/20/2022	11:02:09	Negative	0.1	0.2	mg/cm2
210	95	KC	1	A	Womens foyer	Wall	Brick	Wall	Poor	5	7/20/2022	11:04:20	Positive	1.1	0.1	mg/cm2
211	95	KC	1	B	Womens foyer	Wall	Brick	Wall	Poor	1	7/20/2022	11:04:42	Negative	0.4	0.3	mg/cm2
212	95	KC	1	C	Womens foyer	Wall	Brick	Wall	Poor	5	7/20/2022	11:04:53	Negative	0.9	0.1	mg/cm2
213	95	KC	1	C	Womens foyer	Wall	Wood	Wall	Intact	2	7/20/2022	11:05:29	Negative	0	0.2	mg/cm2
214	95	KC	1	D	Womens foyer	Wall	Brick	Wall	Intact	1	7/20/2022	11:05:44	Positive	2.7	0.3	mg/cm2
215	95	KC	1	C	Womens foyer	Door	Wood	Casing	Intact	2	7/20/2022	11:06:08	Negative	0.1	0.2	mg/cm2
216	95	KC	1	C	Womens foyer	Door	Metal	Frame	Intact	2	7/20/2022	11:06:31	Negative	0.1	0.3	mg/cm2
217	95	KC	1	C	Womens foyer	Door	Metal	Door	Poor	2	7/20/2022	11:06:48	Negative	0	0.2	mg/cm2
218	95	KC	1	C	Womens foyer	Wall	Wood	Baseboard	Poor	2	7/20/2022	11:07:03	Negative	-0.3	0.2	mg/cm2
219	95	KC	1	C	Womens foyer	Wall	Wood	Crown Molding	Intact	1	7/20/2022	11:08:49	Positive	6.2	0.3	mg/cm2
220	95	KC	1	A	Womens Room	Wall	Wood	Wall	Poor	2	7/20/2022	11:13:16	Negative	0.1	0.2	mg/cm2
221	95	KC	1	A	Womens Room	Wall	Wood	Baseboard	Poor	2	7/20/2022	11:13:29	Negative	-0.3	0.2	mg/cm2
222	95	KC	1	B	Womens Room	Wall	Wood	Wall	Poor	2	7/20/2022	11:13:56	Negative	0	0.2	mg/cm2
223	95	KC	1	A	Womens Room	Door	Metal	Frame	Poor	2	7/20/2022	11:15:02	Negative	0.1	0.2	mg/cm2
224	95	KC	1	A	Womens Room	Door	Metal	Door	Poor	2	7/20/2022	11:15:16	Negative	0	0.3	mg/cm2
225	95	KC	1	A	Womens Room	Door	Wood	Casing	Poor	2	7/20/2022	11:15:29	Negative	-0.1	0.2	mg/cm2
226	95	KC	1	A	Womens Room	Door	Wood	Trim	Poor	1	7/20/2022	11:15:51	Positive	13.3	0.3	mg/cm2
227	95	KC	1	A	Womens Room	Window	Metal	Frame	Poor	2	7/20/2022	11:16:37	Negative	0.3	0.2	mg/cm2
228	95	KC	1	A	Womens Room	Window	Wood	Jamb	Poor	2	7/20/2022	11:16:59	Negative	-0.1	0.2	mg/cm2
229	95	KC	1	A	Womens Room	Ceiling	Wood	Ceiling	Intact	1	7/20/2022	11:17:21	Negative	0	0.3	mg/cm2

Lead-Based Paint Inspection of Proposed Work Areas By Enviro-Test for Hygenix, Inc. @

Rye Beach Bath House, 95 Dearborn Avenue, Rye, New York

230	95	KC	1	A	Womens Room	Wall	Wood	Crown Molding	Intact	2	7/20/2022	11:17:35	Negative	-0.2	0.3	mg/cm2
231	95	KC	1	B	Womens Room	Door	Metal	Frame	Intact	2	7/20/2022	11:18:11	Negative	0.7	0.2	mg/cm2
232	95	KC	1	B	Womens Room	Door	Metal	Door	Intact	2	7/20/2022	11:18:27	Negative	0.1	0.2	mg/cm2
233	95	KC	1	B	Womens Room	Door	Metal	Frame	Intact	2	7/20/2022	11:18:51	Negative	0.5	0.3	mg/cm2
234	95	KC	1	B	Womens Room	Door	Metal	Door	Intact	2	7/20/2022	11:19:09	Negative	0	0.3	mg/cm2
235	95	KC	1	B	Womens Room	Cabinets	Metal	Door	Intact	2	7/20/2022	11:19:26	Negative	0	0.2	mg/cm2
236	95	KC	1	B	Womens Room	Cabinets	Metal	Frame	Intact	2	7/20/2022	11:19:37	Negative	0.1	0.2	mg/cm2
237	95	KC	1	D	Womens Room	Sink Support	Wood	---	Intact	2	7/20/2022	11:20:43	Negative	0	0.2	mg/cm2
238	95	KC	1	D	Womens Room	Sink Support	Wood	---	Intact	2	7/20/2022	11:20:49	Negative	0.1	0.3	mg/cm2
239	95	KC	1	C	Womens Room	Ceiling	Plaster	Ceiling	Intact	2	7/20/2022	11:21:12	Negative	0	0.2	mg/cm2
240	95	KC	1	A	Womens Bath	Wall	Wood	Trim	Intact	2	7/20/2022	11:24:14	Negative	0.2	0.2	mg/cm2
241	95	KC	1	A	Womens Bath	Wall	Wood	Trim	Intact	2	7/20/2022	11:24:21	Negative	-0.3	0.2	mg/cm2
242	95	KC	1	A	Womens Bath	Wall	Wood	Trim	Intact	2	7/20/2022	11:24:27	Negative	-0.5	0.3	mg/cm2
243	95	KC	1	A	Womens Bath	Wall	Wood	Baseboard	Intact	2	7/20/2022	11:24:42	Negative	0.1	0.2	mg/cm2
244	95	KC	1	A	Womens Bath	Wall	Wood	Chair Rail	Intact	2	7/20/2022	11:24:58	Negative	-0.1	0.3	mg/cm2
245	95	KC	1	A	Womens Bath	Window	Metal	Frame	Intact	2	7/20/2022	11:25:34	Negative	0.1	0.2	mg/cm2
246	95	KC	1	A	Womens Bath	Window	Metal	Frame	Intact	2	7/20/2022	11:25:49	Negative	0.1	0.2	mg/cm2
247	95	KC	1	A	Womens Bath	Window	Metal	Frame	Intact	2	7/20/2022	11:25:59	Negative	0.3	0.2	mg/cm2
248	95	KC	1	C	Womens Bath	Wainscoting	Wood	---	Intact	2	7/20/2022	11:26:47	Negative	0	0.2	mg/cm2
249	95	KC	1	C	Womens Bath	Ceiling	Plaster	Ceiling	Intact	2	7/20/2022	11:27:14	Negative	0.1	0.3	mg/cm2
250	95	KC	1	C	Womens Bath	Stall	Metal	Door	Intact	2	7/20/2022	11:27:46	Negative	0	0.2	mg/cm2
251	95	KC	1	C	Womens Bath	Stall	Metal	Door	Intact	2	7/20/2022	11:27:54	Negative	-0.1	0.3	mg/cm2
252	95	KC	1	C	Womens Bath	Stall	Metal	Door	Intact	2	7/20/2022	11:28:01	Negative	-0.1	0.3	mg/cm2
253	95	KC	1	C	Womens Bath	Stall	Metal	Door	Intact	2	7/20/2022	11:28:08	Negative	-0.1	0.3	mg/cm2
254	95	KC	1	C	Womens Bath	Stall	Metal	Door	Intact	2	7/20/2022	11:28:14	Negative	-0.1	0.3	mg/cm2
255	95	KC	1	C	Womens Bath	Stall	Metal	Frame	Intact	2	7/20/2022	11:28:27	Negative	-0.1	0.3	mg/cm2
256	95	KC	1	C	Womens Bath	Stall	Metal	Frame	Intact	2	7/20/2022	11:28:33	Negative	0	0.3	mg/cm2
257	95	KC	1	C	Womens Bath	Stall	Metal	Frame	Intact	2	7/20/2022	11:28:40	Negative	0	0.3	mg/cm2
258	95	KC	1	C	Womens Bath	Stall	Metal	Frame	Intact	2	7/20/2022	11:28:47	Negative	-0.1	0.3	mg/cm2
259	95	KC	1	C	Womens Bath	Stall	Metal	Frame	Intact	2	7/20/2022	11:28:53	Negative	-0.1	0.3	mg/cm2
260	95	KC	1	D	Womens Bath	Door	Metal	Frame	Intact	2	7/20/2022	11:29:25	Negative	0.7	0.2	mg/cm2
261	95	KC	1	D	Womens Bath	Door	Metal	Door	Intact	2	7/20/2022	11:29:48	Negative	0	0.2	mg/cm2
262	95	KC	1	D	Womens Bath	Wall	Plaster	Wall	Intact	2	7/20/2022	11:30:11	Negative	-0.1	0.2	mg/cm2
263	95	KC	1	D	Womens Bath	Pipe	Metal	Vertical	Intact	3	7/20/2022	11:30:27	Negative	0.1	0.2	mg/cm2
264	95	KC	1	A	Garage	Wall	Plaster	Wall	Intact	2	7/20/2022	11:33:29	Negative	-0.3	0.3	mg/cm2
265	95	KC	1	B	Garage	Wall	Concrete	Wall	Intact	1	7/20/2022	11:33:51	Negative	0	0.3	mg/cm2
266	95	KC	1	C	Garage	Wall	Plaster	Wall	Intact	2	7/20/2022	11:34:11	Negative	-0.2	0.3	mg/cm2
267	95	KC	1	D	Garage	Wall	Plaster	Wall	Intact	2	7/20/2022	11:34:36	Negative	-0.2	0.3	mg/cm2
268	95	KC	1	D	Garage	Wall	Plaster	Wall	Intact	2	7/20/2022	11:34:54	Negative	0.1	0.2	mg/cm2
269	95	KC	1	A	Garage	Door	Metal	Door	Intact	2	7/20/2022	11:35:17	Negative	-0.1	0.2	mg/cm2
270	95	KC	1	A	Garage	Window	Metal	Frame	Intact	2	7/20/2022	11:35:52	Negative	0	0.2	mg/cm2
271	95	KC	1	B	Garage	Door	Metal	Frame	Intact	2	7/20/2022	11:36:22	Negative	-0.1	0.2	mg/cm2
272	95	KC	1	B	Garage	Door	Metal	Door	Intact	2	7/20/2022	11:36:37	Negative	0	0.2	mg/cm2
273	95	KC	1	B	Garage	Door	Metal	Frame	Intact	2	7/20/2022	11:36:59	Negative	0.6	0.2	mg/cm2
274	95	KC	1	B	Garage	Door	Metal	Door	Intact	2	7/20/2022	11:37:19	Negative	-0.1	0.2	mg/cm2
275	95	KC	1	C	Garage	Window	Metal	Frame	Intact	2	7/20/2022	11:38:06	Negative	0.1	0.2	mg/cm2

Lead-Based Paint Inspection of Proposed Work Areas By Enviro-Test for Hygenix, Inc. @

Rye Beach Bath House, 95 Dearborn Avenue, Rye, New York

276	95	KC	1	A	Garage	Ceiling	Plaster	Ceiling	Poor	1	7/20/2022	11:38:54	Negative	0.2	0.3	mg/cm2
277	95	KC	1	B	Garage	Wall	Concrete	Floor	Poor	1	7/20/2022	11:39:15	Negative	0.3	0.3	mg/cm2
278	95	KC	1	B	Garage	Pipe	Metal	Horizontal	Poor	2	7/20/2022	11:39:45	Negative	0	0.3	mg/cm2
279	95	KC	(B)	A	Stairwell	Wall	Concrete	Wall	Poor	1	7/20/2022	11:44:16	Negative	0.3	0.3	mg/cm2
280	95	KC	(B)	B	Stairwell	Wall	Concrete	Wall	Poor	1	7/20/2022	11:44:29	Negative	0.3	0.3	mg/cm2
281	95	KC	(B)	C	Stairwell	Wall	Concrete	Wall	Poor	1	7/20/2022	11:44:39	Negative	0.2	0.3	mg/cm2
282	95	KC	(B)	D	Stairwell	Stair	Concrete	Treads	Poor	1	7/20/2022	11:44:58	Negative	0.2	0.3	mg/cm2
283	95	KC	(B)	D	Stairwell	Stair	Concrete	Risers	Poor	1	7/20/2022	11:45:07	Negative	0.3	0.3	mg/cm2
284	95	KC	(B)	C	Stairwell	Stair	Metal	Railing	Poor	2	7/20/2022	11:45:24	Positive	1.6	0.3	mg/cm2
285	95	KC	(B)	C	Stairwell	Wall	Brick	Wall	Poor	1	7/20/2022	11:45:40	Negative	0.2	0.3	mg/cm2
286	95	KC	(B)	C	Stairwell	Door	Wood	Jamb	Intact	2	7/20/2022	11:46:14	Negative	0.1	0.2	mg/cm2
287	95	KC	(B)	C	Stairwell	Door	Wood	Door	Intact	2	7/20/2022	11:46:29	Positive	7.1	0.2	mg/cm2
288	95	KC	(B)	C	Stairwell	Door	Wood	Door	Intact	2	7/20/2022	11:46:34	Positive	7.1	0.3	mg/cm2
289	95	KC	(B)	A	Basement	Wall	Concrete	Wall	Poor	1	7/20/2022	11:47:55	Negative	0.4	0.3	mg/cm2
290	95	KC	(B)	C	Basement	Wall	Concrete	Wall	Poor	1	7/20/2022	11:48:44	Negative	0.4	0.3	mg/cm2
291	95	KC	(B)	C	Basement	Wall	Brick	Wall	Poor	1	7/20/2022	11:48:55	Negative	0.2	0.3	mg/cm2
292	95	KC	(B)	D	Basement	Wall	Concrete	Wall	Poor	1	7/20/2022	11:49:16	Positive	1.9	0.3	mg/cm2
293	95	KC	(B)	D	Basement	Pipe	Metal	Vertical	Poor	2	7/20/2022	11:49:31	Negative	0	0.3	mg/cm2
294	95	KC	(B)	D	Basement	Window	Wood	Sash	Poor	2	7/20/2022	11:50:12	Positive	3.7	0.2	mg/cm2
295	95	KC	(B)	A	Basement	Pipe	Metal	Vertical	Poor	2	7/20/2022	11:50:47	Negative	0.6	0.2	mg/cm2
296	95	KC	(B)	A	Basement	Support Column	Wood	---	Poor	2	7/20/2022	11:51:10	Negative	0.7	0.2	mg/cm2
297	95	KC	(B)	A	Basement	Pipe	Metal	Vertical	Poor	2	7/20/2022	11:51:38	Negative	0.7	0.2	mg/cm2
298	95	KC	(B)	A	Basement	Door	Wood	Frame	Poor	2	7/20/2022	11:52:09	Negative	0	0.2	mg/cm2
299	95	KC	(B)	A	Basement	Door	Wood	Door	Poor	2	7/20/2022	11:52:20	Positive	6.5	0.2	mg/cm2
300	95	KC	(B)	A	Basement	Door	Wood	Door	Poor	2	7/20/2022	11:52:26	Positive	5.6	0.2	mg/cm2
301	95	KC	(B)	B	Basement	Pipe	Metal	Vertical	Poor	2	7/20/2022	11:52:53	Positive	1.7	0.3	mg/cm2
302	95	KC	(B)	B	Basement	Pipe	Metal	Vertical	Poor	1	7/20/2022	11:53:03	Negative	0.4	0.3	mg/cm2
303	95	KC	(B)	C	Basement	Wall	Wood	Wall	Poor	2	7/20/2022	11:53:19	Negative	0	0.2	mg/cm2
304	95	KC	(B)	C	Basement	Support Column	Metal	---	Poor	5	7/20/2022	11:53:52	Negative	0.9	0.1	mg/cm2
305	95	KC	(B)	C	Basement	Shelf	Wood	---	Poor	2	7/20/2022	11:54:21	Negative	0.4	0.2	mg/cm2
306	95	KC	(B)	C	Basement	Shelf Support	Wood	---	Poor	2	7/20/2022	11:54:35	Positive	11.9	0.3	mg/cm2
307	95	KC	(B)	D	Basement	Ceiling	Concrete	Ceiling	Poor	5	7/20/2022	11:55:07	Positive	1	0.1	mg/cm2
308	95	KC	(EXT)	A	House	Wall	Concrete	Wall	Poor	1	7/20/2022	11:57:15	Negative	0.5	0.3	mg/cm2
309	95	KC	(EXT)	A	House	Wall	Concrete	Wall	Poor	1	7/20/2022	11:57:30	Negative	0.3	0.3	mg/cm2
310	95	KC	(EXT)	A	House	Wall	Brick	Wall	Poor	5	7/20/2022	11:57:51	Positive	1.2	0.1	mg/cm2
311	95	KC	(EXT)	A	House	Railing	Metal	---	Poor	1	7/20/2022	11:58:23	Negative	0.2	0.3	mg/cm2
312	95	KC	(EXT)	A	House	Window	Wood	Cover	Poor	2	7/20/2022	11:59:43	Negative	-0.1	0.2	mg/cm2
313	95	KC	(EXT)	A	House	Window	Wood	Cover	Poor	2	7/20/2022	11:59:59	Negative	-0.1	0.2	mg/cm2
314	95	KC	(EXT)	A	Garage	Door	Brick	Casing	Poor	1	7/20/2022	12:00:55	Negative	0.2	0.3	mg/cm2
315	95	KC	(EXT)	A	Garage	Door	Wood	Jamb	Poor	2	7/20/2022	12:01:10	Negative	-0.4	0.2	mg/cm2
316	95	KC	(EXT)	A	Garage	Door	Metal	Door	Poor	2	7/20/2022	12:01:26	Negative	0	0.2	mg/cm2
317	95	KC	(EXT)	A	House	Soffit	Wood	---	Intact	2	7/20/2022	12:03:52	Negative	-0.2	0.2	mg/cm2
318	95	KC	(EXT)	B	House	Wall	Concrete	Wall	Poor	2	7/20/2022	12:04:39	Negative	0	0.3	mg/cm2
319	95	KC	(EXT)	B	House	Wall	Brick	Wall	Poor	1	7/20/2022	12:04:54	Negative	0.2	0.3	mg/cm2
320	95	KC	(EXT)	C	House	Wall	Brick	Wall	Poor	1	7/20/2022	12:06:20	Negative	0	0.3	mg/cm2
321	95	KC	(EXT)	C	House	Wall	Brick	Wall	Poor	1	7/20/2022	12:06:36	Negative	0.2	0.3	mg/cm2

Lead-Based Paint Inspection of Proposed Work Areas By Enviro-Test for Hygenix, Inc. @

Rye Beach Bath House, 95 Dearborn Avenue, Rye, New York

322	95	KC	(EXT)	C	House	Wall	Concrete	Wall	Poor	1	7/20/2022	12:07:29	Negative	0.4	0.3	mg/cm2
323	95	KC	(EXT)	C	House	Wall	Metal	Wall	Poor	1	7/20/2022	12:08:27	Negative	0.2	0.3	mg/cm2
324	95	KC	(EXT)	D	House	Wall	Concrete	Wall	Poor	2	7/20/2022	12:08:51	Negative	0.3	0.3	mg/cm2
325	95	KC	(EXT)	D	House	Wall	Brick	Wall	Poor	1	7/20/2022	12:09:09	Negative	0.2	0.3	mg/cm2
326	95	KC			Calibration	XRF		LEAD STD 1.0	OK	5	7/20/2022	12:10:34	Positive	1	0.1	mg/cm2
327	95	KC			Calibration	XRF		LEAD STD 1.0	OK	5	7/20/2022	12:10:46	Positive	1	0.1	mg/cm2
328	95	KC			Calibration	XRF		LEAD STD 1.0	OK	5	7/20/2022	12:10:57	Positive	1	0.1	mg/cm2

Rye Beach Bath House, 95 Dearborn Avenue, Rye, NY

No	SITE	INSP	FLR	SIDE	ROOM	COMPONENT	SUBSTRATE	FEATURE	CONDITION	Sec	Date	Time	Result	PbC	PbC Err	Units
4	95	KC	1	A	Mens foyer	Wall	Brick	Wall	Poor	5	7/20/2022	9:32:27	Positive	1.1	0.1	mg/cm2
5	95	KC	1	B	Mens foyer	Wall	Brick	Wall	Poor	1	7/20/2022	9:32:47	Positive	2.6	0.3	mg/cm2
6	95	KC	1	C	Mens foyer	Wall	Brick	Wall	Poor	1	7/20/2022	9:33:00	Positive	3.3	0.3	mg/cm2
20	95	KC	1	A	Mens Room	Door	Wood	Trim	Intact	2	7/20/2022	9:38:32	Positive	15.9	0.3	mg/cm2
21	95	KC	1	B	Mens Room	Door	Metal	Frame	Poor	1	7/20/2022	9:39:55	Positive	17.6	0.3	mg/cm2
22	95	KC	1	B	Mens Room	Door	Wood	Door	Poor	1	7/20/2022	9:40:08	Positive	18.4	0.3	mg/cm2
78	95	KC	1	C	Room 1	Wall	Plaster	Wall	Poor	1	7/20/2022	10:08:36	Positive	3.6	0.3	mg/cm2
79	95	KC	1	D	Room 1	Wall	Plaster	Wall	Poor	1	7/20/2022	10:08:49	Positive	3.7	0.3	mg/cm2
80	95	KC	1	D	Room 1	Door	Wood	Casing	Poor	1	7/20/2022	10:09:14	Positive	15	0.3	mg/cm2
81	95	KC	1	D	Room 1	Door	Metal	Frame	Poor	1	7/20/2022	10:09:35	Positive	18.4	0.3	mg/cm2
82	95	KC	1	D	Room 1	Door	Wood	Door	Poor	1	7/20/2022	10:09:48	Positive	20.4	0.3	mg/cm2
92	95	KC	1	C	Room 1	Door	Metal	Casing	Poor	2	7/20/2022	10:13:21	Positive	2.8	0.2	mg/cm2
99	95	KC	1	C	Room 1	Rafter	Plaster	---	Poor	2	7/20/2022	10:15:28	Positive	2.4	0.3	mg/cm2
100	95	KC	1	B	Room 1	Ceiling	Plaster	Ceiling	Poor	1	7/20/2022	10:16:05	Positive	3.8	0.3	mg/cm2
104	95	KC	1	B	Room 2	Wall	Plaster	Wall	Poor	1	7/20/2022	10:17:55	Positive	2.5	0.3	mg/cm2
105	95	KC	1	C	Room 2	Wall	Plaster	Wall	Poor	2	7/20/2022	10:18:07	Positive	1.5	0.3	mg/cm2
106	95	KC	1	D	Room 2	Wall	Plaster	Wall	Poor	1	7/20/2022	10:18:21	Positive	1.5	0.3	mg/cm2
116	95	KC	1	B	Room 2	Door	Wood	Door	Poor	2	7/20/2022	10:21:36	Positive	17.3	0.3	mg/cm2
118	95	KC	1	A	Room 2	Ceiling	Plaster	Ceiling	Poor	1	7/20/2022	10:22:47	Positive	1.9	0.3	mg/cm2
131	95	KC	1	A	Office	Door	Wood	Door	Poor	2	7/20/2022	10:29:37	Positive	3.7	0.2	mg/cm2
132	95	KC	1	A	Office	Radiator	Metal	---	Poor	1	7/20/2022	10:29:54	Positive	5.5	0.3	mg/cm2
146	95	KC	1	B	Office	Cabinets	Wood	Frame	Poor	2	7/20/2022	10:34:43	Positive	2.2	0.2	mg/cm2
151	95	KC	1	C	Office	Window	Wood	Sill	Poor	2	7/20/2022	10:36:41	Positive	4.3	0.2	mg/cm2
152	95	KC	1	C	Office	Window	Wood	Apron	Intact	1	7/20/2022	10:36:57	Positive	15	0.3	mg/cm2
157	95	KC	1	C	Office	Window	Wood	Sill	Poor	2	7/20/2022	10:39:20	Positive	4.5	0.2	mg/cm2
158	95	KC	1	C	Office	Window	Wood	Apron	Intact	1	7/20/2022	10:39:33	Positive	18.8	0.3	mg/cm2
161	95	KC	1	C	Office	Shelf	Wood	---	Poor	2	7/20/2022	10:40:43	Positive	4	0.3	mg/cm2
210	95	KC	1	A	Womens foyer	Wall	Brick	Wall	Poor	5	7/20/2022	11:04:20	Positive	1.1	0.1	mg/cm2
214	95	KC	1	D	Womens foyer	Wall	Brick	Wall	Intact	1	7/20/2022	11:05:44	Positive	2.7	0.3	mg/cm2
219	95	KC	1	C	Womens foyer	Wall	Wood	Crown Molding	Intact	1	7/20/2022	11:08:49	Positive	6.2	0.3	mg/cm2
226	95	KC	1	A	Womens Room	Door	Wood	Trim	Poor	1	7/20/2022	11:15:51	Positive	13.3	0.3	mg/cm2
284	95	KC	(B)	C	Stairwell	Stair	Metal	Railing	Poor	2	7/20/2022	11:45:24	Positive	1.6	0.3	mg/cm2
287	95	KC	(B)	C	Stairwell	Door	Wood	Door	Intact	2	7/20/2022	11:46:29	Positive	7.1	0.2	mg/cm2
288	95	KC	(B)	C	Stairwell	Door	Wood	Door	Intact	2	7/20/2022	11:46:34	Positive	7.1	0.3	mg/cm2
292	95	KC	(B)	D	Basement	Wall	Concrete	Wall	Poor	1	7/20/2022	11:49:16	Positive	1.9	0.3	mg/cm2
294	95	KC	(B)	D	Basement	Window	Wood	Sash	Poor	2	7/20/2022	11:50:12	Positive	3.7	0.2	mg/cm2
299	95	KC	(B)	A	Basement	Door	Wood	Door	Poor	2	7/20/2022	11:52:20	Positive	6.5	0.2	mg/cm2
300	95	KC	(B)	A	Basement	Door	Wood	Door	Poor	2	7/20/2022	11:52:26	Positive	5.6	0.2	mg/cm2
301	95	KC	(B)	B	Basement	Pipe	Metal	Vertical	Poor	2	7/20/2022	11:52:53	Positive	1.7	0.3	mg/cm2
306	95	KC	(B)	C	Basement	Shelf Support	Wood	---	Poor	2	7/20/2022	11:54:35	Positive	11.9	0.3	mg/cm2
307	95	KC	(B)	D	Basement	Ceiling	Concrete	Ceiling	Poor	5	7/20/2022	11:55:07	Positive	1	0.1	mg/cm2
310	95	KC	(EXT)	A	House	Wall	Brick	Wall	Poor	5	7/20/2022	11:57:51	Positive	1.2	0.1	mg/cm2

United States Environmental Protection Agency EPA Region 4

Enviro-Test, Inc.

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226

LEAD-BASED PAINT

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

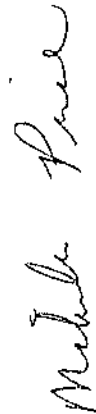
This certification is valid from the date of issuance and expires August 28, 2024

LBP-1972-2

Certification #

June 04, 2021

Issued On



Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch

Lead-based Paint Activities



Arthur A Morales

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226 as:

Risk Assessor

Ben Conetta

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires August 29, 2024

LBP-R-5427-2

Certification #

June 03, 2021

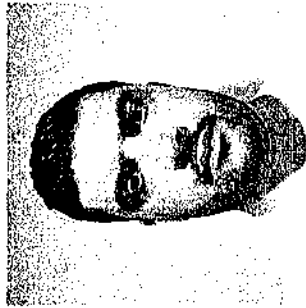
Issued On

Ben Conetta, Chief

Chemicals and Multimedia Programs Branch

United States Environmental Protection Agency

Office of Chemical Safety and Hazard Investigation



Michael Giordano

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226 as:

Inspector

Michael Giordano

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires September 24, 2024

LBP-I-1227226-1

Certification #

September 10, 2021

Issued On

Ben Conetta

Ben Conetta, Chief

Chemicals and Multimedia Programs Branch

SECTION 024000

SELECTIVE DEMOLITION AND ALTERATION

WORK PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

- A. Work of this Section, under the General Construction Contract, as shown or specified, shall be in accordance with the requirements of the Contract Documents.
 - 1. Contractor shall furnish all labor, materials, equipment and incidentals required for demolition, removals, and disposal work shown, specified, and required to complete the project. Included are all modifications of existing facilities as shown and required to complete the work.
 - 2. Demolitions, removals, and modifications which may be specified under other Sections shall conform to requirements of this Section.

1.2 SECTION INCLUDES

- A. The Work of this Section includes all labor, materials, equipment, and services necessary to complete the selective demolition and alteration work as shown on the drawings and/or specified herein, including, but not limited to, the following:
 - 1. Alterations, selective demolition and removals as noted on drawings and as required to accommodate new construction.
 - 2. Removal of debris.
 - 3. Protection of existing building and spaces to remain.
 - 4.. Temporary coverage passageways.
 - 5. Alterations, selective demolition and removals of exterior façade, where noted.
 - 6. Patching and refinishing of existing surfaces damaged as a result of this work.
 - 7. Protection.

1.3 QUALITY ASSURANCE

- A. The Contractor shall comply with the requirements of all applicable Federal, State and local safety and health regulations regarding the demolition of structures including ANSI/NFPD 241-Building Construction and Demolition Operations, ANSI A10.2 and NFPA 241.

- B. The Contractor shall be responsible for any damage to any adjacent structures or buildings to remain.
- C. Professional Engineering: The Contractor shall retain the services of a Professional Engineer licensed in the State of New York, who shall design and supervise installation of all shoring and bracing when/if determined to be required.
- D. Where alterations require cutting or drilling into existing floors, walls, and roofs, the damages shall be repaired in an approved manner. Contractor shall repair such openings with the same or matching materials as the existing wall, floor, or roof or as otherwise approved by the Architect. All repairs shall be smoothly finished unless otherwise approved by the Architect.
- E. Openings in existing concrete slabs, ceilings, roofs, masonry walls, floors, and partitions which are not to be used in the new work shall be closed and sealed.

1.4 RELATED SECTIONS

- A. Alteration and removal requirements for HVAC, Plumbing and Electrical work – HVAC, Plumbing and Electrical Sections.

1.5 SUBMITTALS

- A. Schedule of Demolition Operations: Submit demolition procedures and operational sequence for Architect's review prior to start of work. Submit a written request to Architect well in advance of executing any cutting or alteration which affects:
 - 1. The work of tying in or connecting to operational systems of the building, including electrical, mechanical and security systems.
 - 2. The work of the Owner or any separate Contractor.
 - 3. The structural value or integrity of any element of the project or of adjacent structures.
 - 4. The integrity or effectiveness of weather-exposed and moisture-resistant elements or systems.
 - 5. The efficiency, operational life, maintenance, or safety of operational elements or systems.
- B. Notice of Differing Conditions: Submit a written notification if, during the work of demolition and cutting, conditions are discovered which significantly vary from those shown on the drawings. Do not commence work without approval of Architect.

1.6 SPECIAL PRECAUTION

- A. Hazardous materials may be encountered during demolition operations including asbestos which have not been identified; comply with applicable

regulations, laws, and ordinances concerning removal, handling, and protection against exposure or environmental pollution.

1. Such hazardous materials will be removed by Abatement contractor during the course of the work after advising Architect and confirming quantities.
 2. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner in writing.
 3. Based on test results of a lead-based paint inspection, it should be presumed that windows, window frames, interior doors and frames contain lead-based paint. Due to the existence of lead-based paint, the contractor shall be required to comply with, at a minimum, the Occupational Safety and Health (OSHA) Lead Standard for the Construction Industry, Title 29 of the Federal Regulations.
 4. Waste streams generated by demolition or alteration of building components shall require appropriate testing (i.e. TCLP) for waste handling procedures.
- B. Pest Control: Employ a certified, licensed exterminator to treat building and to control rodents and vermin before and during selective demolition operations.

1.7 JOB CONDITIONS

A. Condition of Structure

1. The Contractor for the work of this Section shall be held to have visited the site, examined the premises, determined for himself the existing conditions, character of equipment and facilities needed for the performance of the work, and all matters which may in any way affect the work before submitting a bid.
 - a. Information regarding existing construction or conditions is based on available record drawings which may or may not truly reflect existing conditions. Such information is included on the assumption that it may be of interest to the Contractor, but the Architect, Owner and their consultants do not assume responsibility for its accuracy or completeness.
 - b. Notify the Architect if, during the course of demolition, conditions are discovered which significantly vary from those shown on the drawings. Do not proceed until authorized by Architect.
2. The Contractor shall accept the condition of the site and structures as found. The Architect and Owner assume no responsibility for condition of site or structures nor the continuation of the condition existing at time of bidding or thereafter.

1.8 SCHEDULING

- A. Before commencing any alteration or demolition work, submit for review by the Architect, a schedule showing the commencement, the order, and the completion dates for the various parts of this work.
- B. Before starting any work relating to existing utilities (electrical, sewer, water, heat, gas, fire lines, etc.) that will temporarily discontinue or disrupt service to the structures to remain, notify the Architect 7 days in advance and obtain the Owner's approval in writing before proceeding with this phase of the work.

PART 2 PRODUCTS

Refer to Part 3 - Execution, for Product Requirements

PART 3 EXECUTION

3.1 PROTECTION

- A. Take full precautions to protect all workmen, passersby or any other persons from falling debris and other hazards of demolition operations.
- B. Execute demolition work to insure protection of existing portions of building to remain against damages which might occur from falling debris or other cause. Do not interfere with use of adjacent occupied buildings and areas.
- C. Materials Placement: Do not load structure with weight that will endanger, overload or cause excessive deflection of the existing structure, or that will damage finished surfaces adjacent to and/or supported by the existing structure, except portions being removed.
- D. Construction Operations: Do not employ any construction operation, equipment or vehicles that will endanger, overload or cause excessive deflection of the existing structure, or that will damage finished surfaces adjacent to and/or supported by the existing structure, except portions being removed.
- E. Take precautions to guard against movement, settlement, damage, or collapse of any part of building, sidewalks, adjacent property or street passages; be liable for any such movement, settlement or collapse. If such damage does accidentally occur, Contractor shall repair promptly at no cost to Owner.
- F. Provide the necessary safeguards to prevent accidents, to avoid all necessary hazards and protect the public, the work and property at all times, including Saturdays, Sundays, and holidays.
- G. Be responsible for any and all damages which may arise or occur to any party whatsoever by reason of the neglect in providing proper lights, guards, barriers, or any other safeguards to prevent damage to property, life and limb.
- H. Make such explorations and probes as are necessary to ascertain any required protective measures before proceeding with demolition and removal. Give particular attention to shoring and bracing requirements so as to prevent any damage to existing construction.

1. Contractor shall ensure so as to prevent movement or settlement or collapse of structures to be demolished and adjacent facilities to remain. The Contractor shall bear all responsibility for prevention of movement or other structural fault. Any damage caused by inadequate support shall also be restored by the Contractor at no cost to the Owner.
- I. Provide, erect and maintain catch platforms, lights, barriers, weather protection, warning signs, and other items as required for proper protection of the workmen engaged in demolition and alteration operations, occupants of the building, public and adjacent property. Any damage caused by the Contractor's operations shall be promptly repaired by the Contractor at no cost to the Owner.
- J. Provide and maintain temporary protection of the existing structure designated to remain where demolition, removal, and new work are being done, connections made, materials handled, or equipment moved.
- K. Take necessary precautions to prevent dust and dirt from rising. Protect unaltered portions of the existing building affected by the operations under this Section by dustproof partitions and other adequate means.
- L. Provide adequate fire protection in accordance with local Fire Department requirements.
- M. Be responsible for any damage to the existing structure or contents by reason of the insufficiency of protection provided.
- N. Promptly repair damages caused to adjacent facilities by demolition operations at no cost to the Owner.
- O. Provide and maintain weather protection at exterior openings so as to fully protect the interior premises against damage from the elements until such openings are closed by new construction.

3.2 INSPECTION

- A. Verify that areas of demolition work are protected and temporary dustproof partitions have been installed.
- B. Verify that construction to be removed is not load bearing or has been properly braced, framed or supported.
- C. Inspect existing conditions of the project, including elements subject to damage or to movement during demolition and cutting.
- D. After uncovering work, inspect the conditions affecting the installation or performance of the work.
 1. Report differing or questionable conditions to the Architect in writing; do not proceed with the work until the Architect has provided further instructions.

3.3 PREPARATION

- A. Provide adequate temporary support as necessary to assure the structural value or integrity of the affected portion of the work
- B. Provide devices and methods to protect other portions of the project from damage.
- C. Pollution Controls
 - 1. Use water sprinkling, temporary enclosures, and other suitable methods to limit the amount of dust and dirt rising and scattering in the air to the lowest practical level. Comply with governing regulations pertaining to environmental protection.
 - a. Do not use water when it may create hazardous or objectionable conditions such as ice, flooding, and pollution.
 - 2. Clean adjacent structures and improvements of dust, dirt and debris caused by demolition operations. Return adjacent areas to condition existing prior to the start of the work.
 - 3. Provide drainage for temporary water use.

3.4 DEMOLITION AND CUTTING

- A. Selectively demolish existing construction in conformance with the drawings and these specifications.
 - 1. Execute cutting and demolition by methods which will prevent damage to other work and will provide proper surface to receive installation of new work by others and patching of finish surfaces.
 - 2. Do all cutting or removal so as to leave neat, true, plumb and square edges, at edges to remain. Use carborundum or diamond saw equipment for cutting masonry, concrete and stone work, where edges or surfaces are to remain.
 - 3. Do not cut or remove construction which might weaken or impair the structural integrity or strength of the structural framing or support systems which are to remain.
 - 4. Demolish and remove materials as shown on the drawings without damage to the remaining parts of the structure or mechanical/electrical/utility systems.
 - 5. Remove materials so as to not impose excessive loads in supporting walls, floors or framing and so as not to damage remaining undemolished portions of the structure.
 - 6. Where portions of structures are to be removed, remaining portions shall be protected from damage and prepared to fit new construction. Damage to portions of structures to remain shall be repaired.

7. Proceed with demolition in a systematic manner.
8. Demolish concrete and masonry in small sections.

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. Remove floor, walls, and ceiling finishes prior to any structural removals.
 2. In general, demolish masonry in small sections from the top down. Where necessary to prevent collapse of any construction, install temporary shores, struts, or bracing.
 3. 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.
 4. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 5. 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.
 6. Maintain adequate ventilation when using cutting torches.
 7. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
 8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
- B. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals, using power-driven saw, then remove concrete between saw cuts.
- C. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, then remove masonry between saw cuts.
- D. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, then break up and remove.
- E. Temporary Enclosures: Provide temporary weathertight 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.

3.6 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.

3.7 SELECTIVE DEMOLITION SCHEDULE

- A. Scope of demolition work is shown on the drawing or implied by the total renovation/alteration project.

3.8 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Remove from the site debris, rubbish and other materials resulting from work of this Section. Burning of removed materials from demolished structures will not be permitted on the site.
- B. Removal: Transport materials removed from demolished structures and legally dispose of off site. Pay any and all fees associated with disposal work. Leave the site in an orderly condition to the approval of the Architect.

3.9 CLEANING UP

- A. Contractor shall remove from the site all debris resulting from the demolition operations as it accumulates. Upon completion of the work, all materials, equipment, waste, and debris of every sort shall be removed and premises shall be left clean, neat, and orderly.

END OF SECTION

SECTION 061000

WOOD FRAME CONSTRUCTION

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

- A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.

1.2 SECTION INCLUDES

- A. The Work of this Section includes all labor, materials, equipment, and services necessary to complete the wood frame construction, as shown on the drawings and/or specified herein, including, but not limited to, the following:
 - 1. Exterior wall framing.
 - 2. Interior partition framing.
 - 3. Floor framing with plywood sub-floor and underlayment.
 - 4. Ceiling framing.
 - 5. Blocking and rough hardware.
 - 6. Refer to Structural Drawings for all structural requirements.

1.3 RELATED SECTIONS

- A. Carpentry - Section 062000.
- B. Thermal Insulation - Section 072100.
- C. Gypsum Drywall - Section 092900.

1.4 REFERENCES

- A. Lumber Standards: Comply with PS 20 and with applicable rules of the respective grading and inspecting agencies for species and products used.
- B. Plywood Product Standards: Comply with PS 1 (ANSI A 199.1) or, for products not manufactured under PS 1 provisions, with applicable APA Performance Standard for type of panel specified.

1.5 SUBMITTALS

- A. Wood Treatment Data: Submit treatment manufacturer's instructions for proper use of each type of treated material.

1. Pressure Treatment: For each type specified, include certification by treating plant stating chemicals and process used, net amount of preservative retained and conformance with applicable standards. Include statement that moisture content of treated materials was reduced to a maximum of 19% prior to shipment.

1.6 PRODUCT HANDLING

- A. Delivery and Storage: Keep materials dry at all times. Protect against exposure to weather and contact with damp or wet surfaces. Stack lumber and plywood, and provide air circulation within stacks.

1.7 JOB CONDITIONS

- A. Coordination: Fit carpentry work to other work; scribe and cope as required for accurate fit. Correlate location of furring, nails, blocking, grounds and similar supports to allow proper attachment of other work.

PART 2 PRODUCTS

2.1 WOOD MATERIALS

A. Lumber, General

1. Factory-mark each piece of lumber with type, grade, mill and grading agency, except omit marking from surfaces to be exposed with transparent finish or without finish.
2. Nominal sizes are indicated, except as shown by detail dimensions. Provide actual sizes as required by PS 20, for moisture content specified for each use.
3. Provide seasoned lumber with 19% max. moisture content at time of dressing.

- B. Framing Lumber and Miscellaneous Lumber (2" through 4" thick and less than 6" wide): For light framing and miscellaneous lumber (furring, grounds, blocking), provide No. 2 grade lumber for stud framing and "Standard" grade for other light framing, any species.

- C. Structural Framing (2" through 4" thick and 6" or wider): Refer to Structural Drawings.

D. Plywood

1. For wall sheathing, provide APA Structural 1 Rated Sheathing, Exposure 1, with span rating to suit stud spacing; thickness as noted on drawings.
2. For attic and kneewall backer, provide APA CDX with exterior glue, thickness as noted on drawings.

2.2 MISCELLANEOUS MATERIALS

- A. Provide metal hangers and framing anchors equal to Simpson Joist & Beam Hangers, or approved equal.

- B. Fasteners: Provide size, type, material and finish as indicated and as recommended by applicable standards, complying with applicable Federal Specifications for nails, staples, screws, bolts, nuts, washers and anchoring devices.
- C. Where rough carpentry work is exposed to weather or in ground contact, provide fasteners and anchorages with a hot-dip zinc coating (ASTM A 153).
- D. Construction Adhesive: Waterproof, air cured, rubber based, cartridge dispensed, Liquid Nail 601, manufactured by Macco Adhesives, The Glidden Company, or approved equal.

PART 3 EXECUTION

3.1 INSPECTION

- A. Examine the areas and conditions where wood frame construction is to be installed and correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of the work.

3.2 INSTALLATION

A. General

1. Discard units of material with defects which might impair quality of work, and units which are too small to use in fabricating work with minimum joints or optimum joint arrangement.
2. Set carpentry work accurately to required levels and lines, with members plumb and true and accurately cut and fitted.
3. Securely attach carpentry work to substrate by anchoring and fastening as shown and as required by recognized standards. Countersink nail heads on exposed carpentry work and fill holes.
 - a. Use common wire nails, except as otherwise indicated. Use finishing nails for finish work. Select fasteners of size that will not penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting of wood; predrill as required.

B. Wood Grounds, Nailers and Blocking:

1. Provide wherever shown and wherever required for screeding or attachment of other work. Form to shapes as shown and cut as required for true line and level of work to be attached. Coordinate location with other work involved.
2. Attach to substrates as required to support applied loading. Countersink bolts and nuts flush with surfaces, unless otherwise shown. Build into masonry during

installation of masonry work. Where possible, anchor to formwork before concrete placement.

C. Wood Framing, General

1. Provide framing members of sizes and on spacings shown, and frame openings as shown, or if not shown, comply with "Details for Conventional Wood Frame Construction" of AFPA. Do not splice structural members between supports.
2. Anchor and nail to comply with the following minimum standards:
 - a. Blocking to joist bearing: Two 10d toenailed each side
 - b. Blocking to joist or stud: Two 10d toenailed each side
 - c. One inch brace to stud: Two 8d face nailed
 - d. Two inch brace to stud: Two 16d face nailed
 - e. Bridging to joint: Two 8d toenailed
 - f. Built-up beams 8" or less in depth: 16d at 12" o.c., staggered
 - g. Joists to support: Two 10d toenailed each side
 - h. At laps 12" min.: Four 16d face nailed
 - i. Multiple joists: 16d at 12" o.c., staggered
 - j. Joists to sill or girder: Two 16d toenailed
 - k. 1" furring to underside of joints: Two 8d (one straight; one slanted)
 - l. 2" furring to underside of joints: Two 16d (one straight; one slanted)
 - m. Studs toenailed to plate: Two 10d each side
 - n. Studs end nailed to plate: Two 16d at 12" o.c., staggered
 - o. Plates: Upper to lower: 16d at 12" o.c., staggered
 - p. At splices: Two 16d face nailed
 - q. Plate lap at corners: Two 16d face nailed
3. Firestop concealed spaces with wood blocking not less than 2" thick, if not blocked by other framing members. Provide blocking at each building story level and at ends of joist spans including where none may exist in the existing construction.

D. Stud Framing

1. General: Provide stud framing of dimension where shown. Provide single bottom plate and double-top plates 2" thick by width of studs; except single top plate may be used for non-load-bearing partitions. Nail or anchor plates to supporting construction.
2. Construct corners and intersections with not less than 3 studs. Provide miscellaneous blocking and framing as shown and as required for support of facing materials, fixtures, specialty items and trim.
3. Frame openings with multiple studs and headers. Provide nailed header members of thickness equal to width of studs. Set headers on edge and support on jamb studs.

- a. For non-bearing partitions, provide double-jamb studs and headers not less than 4" deep for openings 3' and less in width, and not less than 6" deep for wider openings.
- b. For load-bearing partitions, provide double-jamb studs for openings 6'-0" and less in width, and triple-jamb studs for wider openings. Provide headers of depth shown, or if not shown, provide as recommended by N.F.P.A. "Manual for House Framing."

END OF SECTION

SECTION 064116

PLASTIC LAMINATE CLAD CABINETS

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

- A. Work of this Section, as shown or specified, shall be in accordance with the Contract Documents.

1.2 SECTION INCLUDES:

- A. Work of this Section includes all labor, materials, equipment, and services necessary to complete the work of this Section including, but not limited to, the following:
 - 1. Kitchen cabinets, post form counters, trim and accessories.

1.3 RELATED REQUIREMENTS

- A. The following items of work are not included in this section and are specified under the designation Sections:
 - 1. Section 062000 – Finish Carpentry
 - a. All exposed finished woodwork, not otherwise specified under this section.
 - 2. Section 092900 – Gypsum Drywall
 - a. Gypsum board wall surfaces to which Specialty Casework is attached.

1.4 REFERENCE STANDARDS

- A. American National Standards Institute (ANSI)
- B. Builders Hardware Manufacturers Association (BHMA).
- C. Hardwood Plywood & Veneer Association (HPVA).
- D. Kitchen Cabinet Manufacturers Association (KCMA).

1.5 GENERAL

- A. Construction and installation of cabinets shall be equivalent in quality and construction to cabinets meeting ANSI/KCMS A161.1.

1.6 SUBMITTALS

- A. Product Data: For the following:
 - 1. Cabinets
 - 2. Cabinet hardware
 - 3. Post form counters
- B. Shop Drawings: For cabinets and countertops – include plans, elevations, details, and attachments to other work. Show materials, finishes, filler panels, hardware, edge and backsplash profiles, cutouts for plumbing fixtures, and methods of joining cabinets.

- C. Material Samples for Initial Selection: Manufacturer's color charts showing the full range of colors, textures, and patterns available for each type of material exposed to view.
- D. Material Samples for Verification:
 - 1. Samples of full range of manufacturer's plastic laminate
 - 2. One unit of each type of exposed hardware
- E. Product Certificates: Signed by manufacturers of casework certifying that products furnished comply with specified requirements.

1.7 GUARANTEE/WARRANTY

- A. Attention is directed to the provisions of the General Conditions for Construction Contracts – Public Housing Programs (HUD-5370) regarding guarantees/warranties for the Work.
- B. Manufacturers shall provide their standard guarantees/warranties for work under this Section. However, such guarantees/warranties shall be in addition to and not in lieu of all other liabilities which the manufacturers, the Contractor and the Subcontractors may have by law or by other provisions of the Contract Documents.

1.8 INTENT

- A. It is not the intent of this Specification to define the types, sizes, or installation methods for each item of millwork. Methods of installation, joinery, sizes, types of finish, and other information pertaining to the case work, millwork and other items or required finish shall be installed in accordance with the detailing on the drawings for the specific areas involved, unless other specified herein. Grades and types of finish shall be as specified under this Section.

1.9 QUALITY ASSURANCE

- A. The "Quality Standards" of the Architectural Woodwork Institute shall apply and by reference are hereby made a part of this specification. Any reference to Premium, Custom, or Economy in this specification shall be as defined in the latest edition of AWI "Quality Standards".
- B. Any item not given a specific quality grade shall be "Premium Grade" as defined in the latest edition of the AWI "Quality Standards".
- C. Woodwork manufacturer must have a reputation for doing satisfactory work on time and shall have successfully completed comparable work. The Architect reserves the right to approve the woodwork manufacturer selected to finish all of the woodwork.
- D. Source Limitations for Cabinets: Obtain cabinets through one source from a single manufacturer.
- E. Product Designations: Drawings indicate size, configurations, and finish materials of casework by referencing designated manufacturer's catalog numbers. Other manufacturer's casework of similar sizes, similar door and drawer configurations, similar finish materials, and complying with the Specifications may be considered. Refer Section 016000 Product Requirements..
- F. Quality Standards: Unless otherwise indicated, comply with the following latest standards:
 - 1. Cabinets: ANSI/KCMA A161.1
- G. Mockups: Full size base and upper cabinets, minimum 4" countertop. Include sink base. Mockup shall not remain as part of the work.

1.10 PROJECT CONDITIONS

- A. Established Dimensions: Where casework is indicated to fit to other construction, establish dimensions for areas where casework is to fit. Coordinate construction to ensure that the actual dimensions correspond to established dimensions. Provide fillers and scribes to allow for trimming and fitting.
- B. Field Measurements:
 - 1. For cabinets: Where casework is indicated to fit tightly to finished wall surfaces construction, verify dimensions of wall construction by field measurements before fabrication and indicate measurements on Shop Drawings. Provide filler and scribe if necessary.

1.11 COORDINATION

- A. Coordinate layout installation of blocking and reinforcement in partitions for support of casework.

PART 2 PRODUCTS

2.1 CABINETS

- A. Acceptable Manufacturers;
 - 1. CNC Cabinet, 101 Kentile Road, South Plainfield, NJ 07080. Phone: 718-416-3853.
- B. Substitutions: Refer to Product Requirements – *Section 016000 Part 3, Article 3.1 Substitutions Procedures* to submit for consideration.
- C. Kitchen Cabinets:
 - 1. Premanufactured and factory-finished, complying with construction and testing requirements in KCMA A161.1 (severe use).
 - 2. Finish:
 - a. As selected by Architect from manufacturer's full range of high-pressure laminate.
 - 3. Plywood and Other Semi-exposed Surfaces:
 - a. Provide plywood in thicknesses and finishes indicated:
 - i. Wall and Base Cabinet end panels: ½" plywood with finish to match doors and frames. Interior finish to be laminate.
 - ii. Wall Cabinet tops and bottoms: ½" plywood dadoed into end panels and interlocked into hanging rails for strength. Base bottoms constructed in similar fashion. Interior finished to be laminate.
 - iii. Base Cabinet bottoms: ½" plywood with exterior unfinished. Interior finish to be laminate.
 - iv. Wall Cabinet backs: ½" plywood with exterior unfinished. Interior finish to be laminate. Dado joints stapled into cabinet sides, glued and screwed into top and bottom.
 - v. Base Cabinet backs: ½" plywood with exterior unfinished. Interior finish to be laminate. Dado joints stapled into cabinet side, glued and screwed into top and bottom
 - vi. Shelving: ¾" plywood with 15lbs./sq.ft. load capacity. End panels to be laminate.

- vii. Toe Kick: ¾" pressure treated solid lumber on three sides of cabinet. Matching laminate on toes base cover. 4 ½" tall by 3" inset.

4. Drawers

- a. Solid hardwood ¾" dovetail drawer box with 3 ply hardwood plywood ¼" drawer bottom. Bottoms of drawer to be let into all four drawer sides.
- b. Drawer front constructed to match cabinet door material and style.

5. Hardware

- a. Hinges: Semi-concealed, five knuckle barrel hinges, two (2) per door.
- b. Drawer Guides: Soft-closing, full-extension, concealed side-mount. Capacity to be 100lb. per drawer. Two (2) guides per drawer.
- c. Lifetime warranty on all hinges and drawer guides.
- d. Pulls: Liberty Hardware – 5" center to center, polished chrome finish #P01026-PC-C.

D. Cabinet Construction:

- 1. Face Style: Full overlay: Door and drawer faces cover body up to 3/16" face frame reveal.
- 2. Face Frames: ¾" x 1½" kiln-dried solid hardwood, glued and nailed, under clamp pressure.
- 3. Door and Drawer Fronts:
 - a. Solid wood, 5/8" thick, dovetail sides 3/8" thick.
 - b. Style: Slab
- 4. Joinery:
 - a. Wall cabinet back panels shall be retained by a dado in the end panels and secured with adhesive. For extra strength, full-length dadoes shall be machined in the back panel near the top and bottom edges like the dadoes in the end panels to accept the top panels and secured with adhesive and staples.
 - b. Base cabinets: A dado joint and adhesive shall be used to join the bottom to end panels. The upper portion of base cabinets shall be reinforced with ½" thick engineered wood corner gussets.
 - c. The back panel shall be retained by a dado in the end panels secured with adhesive. The top of base cabinets shall have an 11/16" x 2-1/4" solid wood screw rail retained by the same groove as the back panel in the end panels and secured with adhesive. The screw rail shall be grooved full length on the underside to accept the top edge of the back panel.

E. Warranty: Five (5) Year Limited Warranty on Defects in Material and Workmanship.

F. Attic Stock: Provide Owner with an additional 5% of hinges and drawer guides.

2.2 PLASTIC LAMINATE COUNTERTOPS

- A. Surfacing: High-pressure decorative laminate, (grade HGS) complying with ANSI 161.2 Performance Standards for High Pressure Decorative Laminate Countertops.
- B. Backing: Grade BKL. Plastic laminate backer sheet.
- C. Core: AC Plywood
 - 1. Solid: (3/4"). Built-up 1½" edge.
- D. Joints: Secured with biscuits and tight joint fasteners.
- E. Backsplashes: 4" high, thickness to match countertop thickness.
- F. Edges: Self-edge, same material as top.
- G. Caulk to wall.

PART 3 EXECUTION

3.1 INSTALLATIONS

- A. Install casework, components, and accessories in accordance with manufacturer's instructions, approved shop drawings, and Quality Standards No. 187.
- B. Install casework with no variations in flushness of adjoining surfaces; use concealed shims. Where casework abuts other finished work, scribe and cut for accurate fit. Provide filler strips, scribe strips, and moldings in finish to match casework face.
- C. Install casework without distortion so doors and drawers fit openings and are aligned. Complete installation of hardware and accessories as indicated
- D. Install casework and countertop level and plumb to a tolerance of ½" in 8 feet.
- E. Coordinate such that solid blocking is provided at the tops of all base cabinets and the top and bottom of all wall cabinets. Blocking shall allow the installation of approved fasteners at the top and bottom inside corners of all wall cabinets and the top inside corners of all base cabinets. Where cabinets are wider than 24", additional fasteners shall be installed at midpoints at all cabinet backs.
- F. Fasten cabinets to adjacent units and to backing.
 - 1. Fasten wall cabinets through back, near top and bottom, at ends and not further than 16" o.c.
- G. Use anchoring devices to suit conditions and substrate materials encountered.
- H. Carefully scribe casework abutting other components, with maximum gaps OF 1/16".
- I. Protect finished surfaces from damage or staining resulting from subsequent work until Date of Substantial Completion. Repair or replace damaged cabinet work, including warped or loose members.

3.2 ADJUSTING

- A. Adjust doors, drawers, hardware, and other moving or operating parts to function smoothly.

END OF SECTION

SECTION 06 2000

CARPENTRY

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

- A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.

1.2 SECTION INCLUDES

- A. Work of this Section includes all labor, materials, equipment, and services necessary to complete the carpentry work as shown on the drawings and/or specified herein, including, but not limited to, the following:
 - 1. Blocking and miscellaneous wood.
 - 2. Plywood backing for panels, telephone and electrical closets.
 - 3. Rough hardware.
 - 4. Installation only of finish hardware.
 - 5. Installation of doors, and hollow metal frames.

1.3 RELATED SECTIONS

- A. Architectural Woodwork - Section 064023.
- B. Roofing - Division 7.
- C. Steel Doors and Frames - Section 081113.
- D. Wood Doors - Section 081416.
- E. Finish Hardware - Section 087100.
- F. Joint Sealants – Section 079200

1.4 QUALITY ASSURANCE

- A. Lumber Standard: Comply with PS 20.
- B. Plywood Standard: Comply with PS 1 and American Plywood Assoc. (APA).
- C. Shop fabricate carpentry work to the extent feasible and where shop fabrication will result in better workmanship than feasible for on-site fabrication.
- D. Grade Marks: Identify lumber and plywood by official grade mark.
 - 1. Lumber: Grade stamp to contain symbol of grading agency certified by Board of Review, American Lumber Standards Committee, mill number or name, grade

of lumber, species grouping or combination designation, rules under which graded where applicable, and condition of seasoning at time of manufacture.

- a. S-Dry: Maximum nineteen (19) percent moisture content as per ASTM D 2016.
- b. MC-15 or KD: Maximum of fifteen (15) percent moisture content.

- E. Installation of doors, frames and hardware shall conform to the minimum standards of "Installation Guides for Doors and Hardware" of the Door and Hardware Institute.

1.5 SUBMITTALS

- A. Pressure Treatment: Include certification by treating plant stating chemicals and process used, net amount of salts retained and conformance with applicable standards.
- B. Fire-Retardant Treatment: Include certification by treating plant that treatment material complies with governing ordinances and that treatment will not bleed through finished surfaces.

1.6 PRODUCT HANDLING

- A. Deliver carpentry materials to the site ready to use with each piece of lumber clearly marked as to grade, type and mill, and place in an area protected from the elements.
- B. Deliver rough hardware in sealed kegs and/or other containers which shall bear labels as to type and kind.
- C. Pile lumber for rough usage, when delivered to the site in stacks to insure drainage and with a minimum clearance of six (6) inches above grade. Cover stacks with tarpaulins or other watertight coverings. Store grounds and similar small sized lumber inside the building as soon as possible after delivery.
- D. Do not store seasoned lumber in wet or damp portions of the building.
- E. Protect fire retardant treated materials against high humidity and moisture during storage and erection.
- F. Remove delivered materials which do not conform to specified grading rules or are otherwise not suitable for installation from the job site and replace with acceptable materials.
- G. All items specified in Section 087100 of this specification entitled "Finish Hardware" shall be received, accounted for, stored and applied under this Section.
- H. Hardware shall be sorted and stored in space assigned by Contractor and shall be kept at all times under lock and key. The safety and preservation of all items delivered will be the responsibility of the Contractor.

1.7 JOB CONDITIONS

- A. Installer must examine the substrates and supporting structure and the conditions under which the carpentry work is to be installed, and notify the Contractor in writing of conditions detrimental to the work. Do not proceed with the installation until unsatisfactory conditions have been corrected in a manner acceptable to the Installer and the Architect.
- B. Coordination: Fit carpentry work to other work; scribe and cope as required for accurate fit. Correlate location of furring, nailers, blocking, grounds and similar supports to allow proper attachment of other work.

PART 2 PRODUCTS

2.1 WOOD MATERIALS

A. General

- 1. All wood shall be sound, flat, straight, well-seasoned, thoroughly dry and free from all defects. Warped or twisted wood shall not be used.
- 2. For miscellaneous wood blocking, grounds, furring as required, use Utility Grade Coastal Douglas Fir or Southern Pine, free from knots, shakes, rot or other defects, straight, square edges and straight grain, air seasoned with maximum moisture content of nineteen (19) percent. Wood shall be S4S, S-Dry, complying with PS-20.
- 3. Plywood and rough carpentry for panels, telephone and electrical closets, provide 3/4" thick C-D EXT-APA plywood, fire retardant treated as specified herein.

B. Wood Treatment

- 1. All interior wood material specified herein shall be fire retardant treated to comply with the AWP standard U1 to achieve a flame spread rating of not more than 25 (UL Class "FR-S") when tested in accordance with UL Test 723 or ASTM E 84. The fire-retardant chemicals used to treat the lumber must comply with FR-1 of AWP Standard P49 and be free of halogens, sulfates and ammonium phosphate.
 - a. After treatment, kiln dry to a moisture content of fifteen (15) percent; if wood is to be painted or finished, kiln dry to a moisture content of twelve (12) percent. Treatment shall be equal to "Dricon" made by Arch Wood Protection Inc. or approved equal. Provide UL approved identification on treated materials.
- 2. Treated wood which is cut or otherwise damaged shall be further treated in accordance with the AWP Standard M-4.

2.2 HARDWARE

- A. Rough Hardware for Treated Woods and Exterior Use: Hot-dipped galvanized or Type 304 stainless steel.

- B. Nails: Common steel wire, untreated for interior work as per ASTM F 1667.
- C. Bolts: Standard mild steel, square head machine bolts with square nuts and malleable iron or steel plate washers or carriage bolts with square nuts and cut washers conforming to the following:
 - 1. Bolts: ASTM A 307, Grade A.
 - 2. Nuts: ASTM A 563.
 - 3. Lag Screws and Bolts: ASME B 18.2.1.
- D. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with capability to sustain, without failure, a load equal to 6 times the load imposed when installed in unit masonry assemblies and equal to 4 times the load imposed when installed in concrete as determined by testing per ASTM E 488 conducted by a qualified independent testing and inspecting agency.
 - 1. Material: Carbon-steel components, zinc plated to comply with ASTM B 633, Class Fe/Zn 5.
 - 2. Material for Treated Woods and Exterior Use: Stainless steel with bolts and nuts complying with ASTM F 593 and ASTM F 594, Alloy Group 1 or 2.
- E. Wood Screws: ASME B 18.6.1.
- F. Concrete and Masonry Anchors: Standard expansion-shield self-drilling type concrete anchors where so shown or noted on the drawings, or where approved by the Architect.

PART 3 EXECUTION

3.1 INSPECTION

- A. Examine the areas and conditions where carpentry is to be installed and correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of the work.

3.2 INSTALLATION OF FINISH HARDWARE

- A. Hardware shall be carefully fitted and securely attached, in accordance with these specifications and the instructions of the various manufacturers.
- B. Unless otherwise noted, mount hardware units at heights established in Section 081113.
- C. Install each hardware item in compliance with the manufacturer's instructions and recommendations. Wherever cutting and fitting is required to install hardware onto or into surfaces which are later to be painted or finished in another way, install each item completely and then remove and store in a secure place during the finish application. After completion of the finishes, re-install each item. Do not install surface-mounted items until finishes have been completed on the substrate.

- D. Set units level, plumb and true to line and location. Adjust and reinforce the attachment substrate as necessary for proper installation and operation.
- E. Drill and countersink units which are not factory prepared for anchorage fasteners. Space fasteners and anchors in accordance with industry standards.
- F. Cut and fit threshold and floor covers to profile of door frames, with mitered corners and hair-line joints. Join units with concealed welds or concealed mechanical joints. Cut smooth openings for spindles, bolts and similar items, if any.
- G. All keys used shall be construction keys which are to be tagged with fiber discs as approved, clearly labeled with identifying inscriptions and then neatly arranged in a temporary cabinet. All construction keys shall be returned to the Owner.
- H. Adjusting and Cleaning
 - 1. Adjust and check each operating item of hardware and each door, to ensure proper operation and function of every unit. Lubricate moving parts with type lubrication recommended by manufacturer (graphite type if no other recommended). Replace units which cannot be adjusted and lubricated to operate freely and smoothly as intended for the application made.
 - 2. Final Adjustment: Wherever hardware installation is made more than one month prior to acceptance or occupancy of a space or area, return to the work during the week prior to acceptance or occupancy, and make a final check and adjustment of all hardware items in such space or area. Clean and re-lubricate operating items as necessary to restore proper function and finish of hardware and doors. Adjust door control devices to compensate for final operation of heating and ventilating equipment.

3.3 INSTALLATION OF DOORS AND FRAMES

A. Preparation

- 1. Remove welded-in shipping spreaders installed at factory.
- 2. Prior to installation and with installation spreaders in place, adjust and securely brace standard steel door frames for squareness, alignment, twist, and plumb to the following tolerances:
 - a. Squareness: Plus or minus 1/16 inch, measured at door rabbet on a line 90 degrees from jamb perpendicular to frame head.
 - b. Alignment: Plus or minus 1/16 inch, measured at jambs on a horizontal line parallel to plane of wall.
 - c. Twist: Plus or minus 1/16 inch, measured at opposite face corners of jambs on parallel lines, and perpendicular to plane of wall.
 - d. Plumbness: Plus or minus 1/16 inch, measured at jambs on a perpendicular line from head to floor.
- 3. Drill and tap doors and frames to receive non-templated mortised and surface-mounted door hardware.

B. Installation

1. General: Provide doors and frames of sizes, thicknesses, and designs indicated. Install steel doors and frames plumb, rigid, properly aligned, and securely fastened in place; comply with Drawings and manufacturer's written instructions.
2. Set frames accurately in position; plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is complete, remove temporary braces, leaving surfaces smooth and undamaged.
 - a. Install frames in accordance with ANSI 250.11-20001, Recommended Erection Instructions for Steel Frames, unless more stringent requirements are specified herein.
 - b. At fire-protection-rated openings, install frames according to NFPA 80.
 - c. Where frames are fabricated in sections due to shipping or handling limitations, field splice at approved locations by welding face joint continuously; grind, fill, dress, and make splice smooth, flush, and invisible on exposed faces.
 - d. Install frames with removable glazing stops located on secure side of opening.
 - e. Frames set in masonry walls shall have door silencers installed in frames before grouting.
 - f. Remove temporary braces necessary for installation only after frames have been properly set and secured.
 - g. Check plumb, squareness, and twist of frames as walls are constructed. Shim as necessary to comply with installation tolerances.
3. Floor Anchors: Provide floor anchors for each jamb and mullion that extends to floor and secure with post-installed expansion anchors.
 - a. Floor anchors may be set with powder-actuated fasteners instead of post-installed expansion anchors if so indicated and approved on Shop Drawings.
4. Metal-Stud Partitions: Solidly pack mineral-fiber insulation behind frames conforming to the requirements of Section 072100, "Thermal Insulation."
5. Masonry Walls: Coordinate installation of frames to allow for solidly filling space between frames and masonry with mortar; refer to Section 042000 "Unit Masonry" for installation of frames in masonry walls.
6. In-Place Concrete or Masonry Construction: Secure frames in place with post-installed expansion anchors. Countersink anchors, and fill and make smooth, flush, and invisible on exposed faces.
7. In-Place Gypsum Board Partitions: Secure frames in place with post-installed expansion anchors through floor anchors at each jamb. Countersink anchors, and fill and make smooth, flush, and invisible on exposed faces.
8. Ceiling Struts: Extend struts vertically from top of frame at each jamb to supporting construction above, unless frame is anchored to masonry or to other structural support at each jamb. Bend top of struts to provide flush contact for

securing to supporting construction above. Provide adjustable wedged or bolted anchorage to frame jamb members.

9. Installation Tolerances: Adjust steel door frames for squareness, alignment, twist, and plumb to the tolerance given in HMMA 841 of ANSI/NAAMM, current edition.
1. Steel Doors: Fit hollow metal doors accurately in frames to the tolerances given in HMMA 841 of ANSI/NAAMM, current edition.
 - a. Fire-Rated Doors: Install doors with clearances according to NFPA 80.
11. Glazing: Comply with installation requirements in Division 8 Section "Glass and Glazing" and with standard steel door and frame manufacturer's written instructions.
 - a. Secure stops with countersunk flat- or oval-head machine screws spaced uniformly not more than 9 inches o.c., and not more than 2 inches o.c. from each corner.

C. Wood Doors

1. Condition doors to average prevailing humidity in installation area prior to hanging.
2. Install doors in accordance with manufacturer's instructions.
3. Fit door to frames and machine for hardware to whatever extent not previously worked at factory as required for proper fit and uniform clearance at each edge.
4. Clearances: Install doors to meet clearance requirements specified in Section 081416.
5. Fire-Rated Doors: Install in corresponding fire-rated frames in accordance with the requirements of NFPA No. 80. Provide clearances complying with the limitations of the authority having jurisdiction.

- D. Adjustments: Check and readjust operating finish hardware items just prior to final inspection. Leave work in complete and proper operating condition. Remove and replace defective work, including doors or frames which are warped, bowed or otherwise unacceptable.

3.4 BLOCKING AND MISCELLANEOUS WOOD

A. General

1. Erect rough carpentry true to line, levels and dimensions required; squared, aligned, plumbed, and securely fastened in place.
2. Shim where required to true up furring, blocking and the like. Use wood or metal shims only.
3. Do all cutting, fitting, drilling and tapping of other work as required to secure

work in place and to perform the work included herein. Do all the cutting and fitting of carpentry work, for the work of other trades as required.

B. Blocking and Miscellaneous Wood

1. Furnish and install all wood grounds, furring, blocking, curbs, bucks, nailers, etc., that may be necessary and required in connection with the carpentry and with the work described for any other trades and including required carpentry for electrical fixtures. All blocking and nailers shall be continuous wherever required, whether or not so indicated.
2. Blocking shall be as required for the proper installation of the finished work and for items in mechanical sections as required. Blocking, edgings, stops, nailing strips, etc., shall be continuous, unless distinctly noted otherwise. Provide blocking as required to install all equipment. Provide blocking and nailers where shown or required to fasten interior sheet metal work.
3. Fastening for wood grounds, furring and blocking shall be of metal and of type and spacing as best suited to conditions. Hardened steel nails, expansion screws, toggle bolts, self-clinching nails, metal plugs, inserts or similar fastenings shall be used, of suitable type and size to draw the members into place and securely hold same.

C. Rough Lumber for Roofing and Sheet Metal

1. Furnish and install all wood nailing strips and wood blocking required in connection with respective types of roofing, fans, flashings, and sheet metal work, using preservative treated wood as herein before specified.
2. Wood blocking shall be of sizes and shapes as indicated on the drawings and/or designed for the reception of curb flashings for roof ventilators and similar items.
3. All nailing strips and blocking shall be carried out in accordance with the printed installation instructions, and/or recommendations of the accepted manufacturer of the roofing materials, and in coordination and cooperation with the sheet metal work trades.
4. All blocking and nailing strips shall be firmly secured in place using counter bored bolt and nut fastenings or secured by any other proposed flush surfaced fastenings.
5. Wood nailing strips or blocking required to be embedded in concrete work shall be furnished in time due for placing, prior to start of concrete operations. Locations and spacings of nailing strips or blocking shall be performed in coordination with the concrete trades, as required for respective installations.

3.5 TELEPHONE AND ELECTRICAL EQUIPMENT MOUNTING BOARDS

- A. Furnish and install 3/4" thick plywood panels to the walls of the telephone and electrical equipment rooms in accordance with the requirements of the local utility company.
- B. Secure to wall using proper devices for substrates encountered, spaced twelve (12)

inches o.c., maximum around the edges, 1-1/2" from corners, and in three (3) rows of three (3) each in the field. Recess fastening devices flush with the plywood surface. Adjacent panels shall be butted with 1/16" space between without lapping.

3.6 ROUGH HARDWARE

- A. Securely fasten rough carpentry together. Nail, spike, lag screw or bolt as required by conditions encountered in the field and the Contract Documents.
- B. Provide rough or framing hardware, such as nails, screws, bolts, anchors, hangers, clips, inserts, miscellaneous fastenings, and similar items of the best quality and of the proper size and kind to adequately secure the work together and in place, in a rigid and substantial manner.
- C. Secure rough carpentry to masonry with countersunk bolts in expansion sleeves or other acceptable manner, with fastenings not more than sixteen (16) inches apart. Secure woodwork to hollow masonry with toggle bolts spaced not more than sixteen (16) inches apart.
- D. Countersink bolts in nailers and other rough woodwork and include washers and nuts. Cut bolts off flush with surfaces and peen as may be required to receive finished work.
- E. Inserts to secure wood nailers to concrete shall be malleable iron threaded inserts with 3/8" diameter bolts of length to allow for countersinking. Locate at end of each nailer and at intervals not exceeding thirty (30) inches o.c.
- F. Furnish to the mason for building into the work, or attaching the work which is to be built in, anchors, bolts, wall plates bolted to masonry, corrugated wall plugs, nailing blocks, etc., which are required for the proper fastening and installation for the work or other items as called for in this Section.
- G. Detailed instructions with sketches of necessary requirements, shall be given to the masonry trade showing the location and other details of such nailing devices.

3.7 CLEANING UP

- A. General: Keep the premises in a neat, safe and orderly condition at all times during execution of this portion of the work, free from accumulation of sawdust, cut-ends and debris.
- B. Sweeping
 - 1. At the end of each working day, or more often if necessary, thoroughly sweep all surfaces where refuse from this portion of the work has settled.
 - 2. Remove the refuse to the area of the job site set aside for its storage.
 - 3. Upon completion of this portion of the work, thoroughly broom clean all surfaces.

END OF SECTION

SECTION 07 2100
THERMAL INSULATION

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

- A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.

1.2 SECTION INCLUDES

- A. The Work of this Section includes all labor, materials, equipment, and services necessary to complete the thermal insulation as shown on the drawings and/or specified herein, including, but not limited to, the following:

- 1 Spray foam insulation – framed walls, exposed masonry walls.
- 2 Miscellaneous blanket insulation at interior partitions, ceiling joists, knee walls, and wall cavities.
- 3 Attachment devices.

1.3 RELATED SECTIONS

- A. Firestops and Smoke seals - Section 078413.
- B. Gypsum Drywall - Section 092900, for acoustical insulation.
- C. Earthwork - Division 31.

1.4 SUBMITTALS

- A. Submit product data for each type of product indicated, including re-cycled content.
- B. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, for insulation products.

1.5 QUALITY ASSURANCE

- A. Surface-Burning Characteristics: As determined by testing identical products according to ASTM E 84 by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
- B. Vertical and Lateral Fire Propagation Test Characteristics: The exterior wall assembly is required to comply with NFPA 285 "Standard Method of Test for the Evaluation of Flammability Characteristics of Exterior Nonload-bearing Wall Assemblies Containing Combustible Components." The base wall, stud cavity insulation, wall sheathing, air barrier, continuous wall rigid insulation and exterior cladding are components that are required to be evaluated as part of this specific

assembly test. The basis of design product listed herein is a component of the design test assembly selected by the Architect.

1.6 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to the site ready for use in the manufacturer's original and unopened containers and packaging, bearing labels as to type and brand. Delivered materials shall be identical to approved samples.
- B. Store materials under cover in a dry and clean location, off the ground. Remove materials which are damaged or otherwise not suitable for installation and replace with acceptable materials.
- C. Take every precaution to prevent the insulation from becoming wet. Cover with tarps or other weather/watertight sheet goods.

PART 2 PRODUCTS

2.1 BLANKET INSULATION

- A. Reinforced-Paper-Faced, Mineral-Wool Batt Insulation: ASTM C 665, Class A (faced surface with a flame-spread index of 25 or less per ASTM E 84).
- B. Insulation shall have an R value of not less than 3.7/inch and shall be 3.5" thick unless otherwise noted on the drawings.

2.2 SPRAY FOAM INSULATION

- A. Closed-Cell Polyurethane Foam Insulation: ASTM C 1029, Type II, with maximum flame-spread and smoke-developed indexes of 75 and 450, respectively, per ASTM E 84, as manufactured by BASF Corporation, Dow Chemical Co., or CFI Foam, Inc.
 - 1. Minimum density of 1.5 lb/cu. ft., thermal resistivity of 6.2 deg F x h x sq. ft./Btu x in. at 75 deg F.
 - 2. Formulation: Cellular plastic insulation comprised of a spray-dried polymeric resin and a foaming catalyst concentrate which are combined with water and then injected, along with compressed air, into the wall cavity by the installer.
 - 3. ASTM E-84 Surface Burning Characteristics:
 - a. Flame Spread: 25 or less
 - b. Smoke Generated: Less than 450
 - c. Thickness: 4 inches (maximum thickness allowed by test apparatus)
 - d. Tests performed by an independent, certified laboratory located within the United States of America.
 - e. Flammability Classification: Class A or Class I
 - 4. Thermal Conductivity:
 - a. k-value 0.22 BTU/(hr ft² °F in) @ 75°F
 - b. k-value 0.20 BTU/(hr ft² °F in) @ 25°F
 - 5. Thermal Resistance:
 - a. R-value = 4.6 per inch @ 75°F
 - b. R-value = 5.1 per inch @ 25°F

- 6. Shrinkage:
 - a. 0.0 to 1.0%
- 7. Density of Foam:
 - a. Wet Foam 12x12x12 box weight: 3½ - 4½ lbs.
 - b. Upon final curing: 0.8-1.8 lb/ft³ ± 6%
- B. Spray Insulation at Tight Spaces: Provide polyurethane foam insulation product to fill gaps, joints, etc. that both seals and insulates, equal to "Great Stuff Professional Foam" as manufactured by the Dow Chemical Company or approved equal.

PART 3 EXECUTION

3.1 INSPECTION

- A. Examine the areas and conditions where thermal insulation is to be installed and correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of the work.

3.2 INSTALLATION, GENERAL

- A. Clean substrates of substances that are harmful to insulation including removing projections capable of puncturing vapor retarders, or that interfere with insulation attachment.
- B. Comply with insulation manufacturer's written instructions applicable to products and applications indicated.
- C. Install insulation that is undamaged, dry, and unsoiled and that has not been left exposed to ice, rain, or snow at any time.
- D. Extend insulation to envelop entire area to be insulated. Cut and fit tightly around obstructions and fill voids with insulation. Remove projections that interfere with placement.
- E. Provide sizes to fit applications indicated and selected from manufacturer's standard thicknesses, widths, and lengths. Apply single layer of insulation units to produce thickness indicated unless multiple layers are otherwise shown or required to make up total thickness.

3.3 INSTALLATION OF BLANKET INSULATION FOR FRAMED CONSTRUCTION

- A. Apply insulation units to substrates by method indicated, complying with manufacturer's written instructions. If no specific method is indicated, bond units to substrate with adhesive or use mechanical anchorage to provide permanent placement and support of units.
- B. Mineral-Wool Blanket Insulation: Install in cavities formed by framing members according to the following requirements:
 - 1. Use insulation widths and lengths that fill the cavities formed by framing members. If more than one length is required to fill the cavities, provide

lengths that will produce a snug fit between ends.

2. Place insulation in cavities formed by framing members to produce a friction fit between edges of insulation and adjoining framing members.
3. Maintain 3" clearance of insulation around recessed lighting fixtures not rated for or protected from contact with insulation.
4. For metal-framed wall cavities where cavity heights exceed 96", support unfaced blankets mechanically and support faced blankets by taping flanges of insulation to flanges of metal studs.
5. For wood-framed construction, install blankets according to ASTM C 1320 and as follows:
 - a. With faced blankets having stapling flanges, secure insulation by inset, stapling flanges to sides of framing members.
 - b. With faced blankets having stapling flanges, lap blanket flange over flange of adjacent blanket to maintain continuity of vapor retarder once finish material is installed over it.

3.4 INSTALLATION OF SPRAY FOAM INSULATION

- A. Apply self-supported, spray-applied insulation according to manufacturer's written instructions. Do not apply insulation until installation of pipes, ducts, conduits, wiring, and electrical outlets in walls is completed and windows, electrical boxes, and other items not indicated to receive insulation are masked. After insulation is applied, make it flush with face of studs by using method recommended by insulation manufacturer.
- B. All open cavities within each wall to be insulated shall be filled with foam insulation as shown on the drawings.
- C. Foam insulation shall be either mixed by an authorized installer prior to each job or the factory-mixed version shall be supplied by the manufacturer.
- D. All areas being foamed need fresh air ventilation until the foam has fully cured and dried.
- E. Stud wall cavities in retrofit or new construction can be filled with foam after gypsum wallboard is installed using the following method:
 1. Top-Filled Method: The installer inserts an extended whip hose through a 2-inch minimum diameter hole drilled in the top plate, extending the hose to begin installing foam from the bottom of the cavity, gradually withdrawing the hose as the foam fills the cavity.
 - a. Installation can be performed either from the exterior or interior of the wall section. In either case, seal each hole with a snug-fitting polystyrene foam plug prior to patching and sealing the hole. The closed-cell polystyrene foam plug is recommended in order to maintain the integrity of the vapor retarder portion of the wall assembly.
- F. Stud wall cavities in new construction can be filled with foam before gypsum wallboard is installed.

1. Fabric Supported Method: Either non-woven construction fabric of 4 mil polyethylene is stretched tightly and stapled to the framing faces to contain and support the foam during application. The authorized installer then slits a 1" hole through the fabric to fill the cavity through the hole and fills in 4-foot lifts.
2. Open Mesh Method: Open mesh (1/4" max.) is stretched tightly and stapled to the framing faces to contain and support the foam during application. The authorized installer injects the foam to fill the cavity through the open mesh. Excess foam exiting through the mesh is easily swept from the insulated surfaces with a broom for disposal.
 - a. Benefits:
 - i. Enables visual confirmation of foam placement during application.
 - ii. The foam is biodegradable; thus, may be disposed on-site by mixing with soil used as a turf substrate or landscaping.
 - iii. Facilitates curing before installing gypsum wallboard.

3.6 PROTECTION

- A. Protect installed insulation from damage due to harmful weather exposures, physical abuse, and other causes. Provide temporary coverings or enclosures where insulation is subject to abuse and cannot be concealed and protected by permanent construction immediately after installation.

END OF SECTION

SECTION 07 8413

FIRESTOPS AND SMOKESEALS

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

- A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.
- B. Work of this Section applies to all Prime Contractors and the work under each Prime Contract.

1.2 SECTION INCLUDES

- A. Work of this Section includes all labor, materials, equipment, and services necessary to complete the firestops and smoke seals as may be required for Code-compliance to the satisfaction of the authorities having jurisdiction and/or specified herein, including, but not limited to, the following:
 - 1. Penetrations through fire-resistance-rated floor and roof construction including both empty openings and openings containing cables, pipes, ducts, conduits, and other penetrating items.
 - 2. Penetrations through fire-resistance-rated walls and partitions including both empty openings and openings containing cables, pipes, ducts, conduits, and other penetrating items.
 - 3. Penetrations through smoke barriers and construction enclosing compartmentalized areas involving both empty openings and openings containing penetrating items.
 - 4. Sealant joints in fire-resistance-rated construction.
 - 5. Penetrations at each floor level in shafts and/or stairwells.
 - 6. Construction joints, including those between top of fire rated walls and underside of floors above.

1.3 RELATED SECTIONS

- A. Cast-in-Place Concrete - Section 033000.
- B. Unit Masonry - Section 042000.
- C. Joint Sealers - Section 079200.
- D. Gypsum Drywall - Section 092900.
- E. Piping penetrations - Division 22.

- F. Duct penetrations - Division 23.
- G. Cable and conduit penetrations - Division 26.

1.4 REFERENCES

- A. ASTM E 814 "Standard Method of Fire Tests of Through-Penetration Firestops."
- B. UL 1479, UBC 7-5 (Both are same as A. above).
- C. ASTM E 119 "Standard Method of Fire Tests of Building Construction and Materials."
- D. UL 263, UBC 7-1 (Both are same as C. above).
- E. UL 2079 "Tests For Fire Resistance of Building Joint Systems."
- F. ASTM E 1399 "Test For Dynamic Movement Conditions."
- G. ASTM E 1966 (Same as E. above).
- H. ASTM G 21 "Standard Practice for Determining Resistance of Synthetic Polymeric Materials to Fungi."
- I. Test Requirements: ASTM E 2307, "Standard Test Method for Determining Fire Resistance of Perimeter Fire Barrier Systems Using Intermediate-Scale, Multi-story Test Apparatus."
- J. Inspection Requirements: ASTM E 2174, "Standard Practice for On-site Inspection of Installed Firestops."
- K. Published Through-Penetration Systems by recognized independent testing agencies.
 - 1. UL Fire Resistance Directory, Volume II of current year.
 - 2. Warnock Hersey Certification Listings, current year.
 - 3. Omega Point Laboratories, current year.
- L. International Firestop Council Guidelines for Evaluating Firestop Systems Engineering Judgments.

1.5 SUBMITTALS

- A. Submit manufacturer's product literature for each type of firestop material to be installed. Literature shall indicate product characteristics, typical uses, performance, limitation criteria, test data and indication that products comply with specified requirements.
- B. Submit shop drawings detailing materials, installation methods, and relationships to adjoining construction for each firestop system, and each kind of construction condition penetrated and kind of penetrating item. Include firestop design designation

of qualified testing and inspection agency evidencing compliance with requirements for each condition indicated.

1. Submit documentation, including illustrations, for proposed UL listed (or equal) firestop and smoke seal assembly required for the Project.
- C. Material Safety Data Sheets: Submit MSDS for each firestop product.
- D. Submit qualifications of firestop installer, including letter from firestop manufacturer of products proposed to be installed, wherein manufacturer approves or recognizes as trained/ or certifies installer for installation of that manufacturer's products.
- E. Engineering Judgment: For those firestop applications that exist for which no qualified tested system is available through a manufacturer, an engineering judgment derived from similar qualified tested system designs or other tests will be submitted to local authorities having jurisdiction for their review and approval prior to installation. Engineering judgment documents must follow requirements set forth by the International Firestop Council.

1.6 QUALITY ASSURANCE

- A. General: Provide firestopping systems that are produced and installed to resist the spread of fire and the passage of smoke and other gases.
- B. Installation Responsibility: Assign installation of through-penetration firestop systems and fire-resistive joint systems in Project to a single sole source firestop specialty contractor.
- C. Firestopping materials shall conform to Flame (F) and Temperature (T) ratings as required by local building code and as tested by nationally accepted test agencies per ASTM E 814 or UL 1479. The F-rating must be a minimum of one (1) hour, but not less than the fire resistance rating of the assembly being penetrated. T-rating, when required by code authority, shall be based on measurement of the temperature rise on the penetrating item(s). The fire test shall be conducted with a minimum positive pressure differential of 0.01 inches of water column.
 1. Penetrations in Horizontal Assemblies: Provide firestopping with ratings determined in accordance with UL 1479 or ASTM E 814.
 - a. F-Rating: Minimum of 1-hour rating, but not less than the fire-resistance rating of the floor construction being penetrated.
 - b. T-Rating: When penetrant is located outside of a wall cavity, minimum of 1-hour rating, but not less than the fire-resistance rating of the floor construction being penetrated.
 - c. W-Rating: Class 1 rating in accordance with water leakage test per UL 1479.
 2. Penetrations in Smoke Barriers: Provide firestopping with ratings determined in accordance with UL 1479 or ASTM E 814.
 - a. L-Rating: Not exceeding 5.0 cfm/sq. ft. of penetration opening at both ambient and elevated temperatures.

- D. Firestopping products shall be asbestos free and free of any PCBs.
- E. Do not use any product containing solvents or that requires hazardous waste disposal.
- F. Do not use firestop products which after curing, dissolve in water.
- G. Do not use firestop products that contain ceramic fibers.
- H. Firestopping Installer Qualifications: Firestop application shall be performed by a single firestopping contractor who specializes in the installation of firestop systems, whose personnel to be utilized have received specific training and certification or approval from the proposed respective firestop manufacturer, and firestop installer shall have a minimum of three years experience (under present company name) installing firestop systems of the type herein specified.
- I. Mock-Up: Prepare job site mock-ups of each typical Firestop System proposed for use in the project. Approved mock-ups will be left in place as part of the finished project and will constitute the quality standard for the remaining work.
- J. For firestopping exposed to view, traffic, moisture, and physical damage, provide products that do not deteriorate when exposed to these conditions.
 - 1. For piping penetrations for plumbing and wet-pipe sprinkler systems, provide moisture-resistant through-penetration firestop systems.
 - 2. For floor penetrations with annular spaces exceeding 4 inches or more in width and exposed to possible loading and traffic, provide firestop systems capable of supporting the floor loads involved either by installing floor plates or by other means.
 - 3. For penetrations involving insulated piping, provide through-penetration firestop systems not requiring removal of insulation.
- K. Mold Resistance: Provide penetration firestopping with mold and mildew resistance rating of less than or equal to 1 as determined by ASTM G 21.
- L. Firestopping Materials are either "cast-in-place" (integral with concrete placement) or "post-installed." Provide cast-in-place firestop devices prior to concrete placement.
- M. Firestop systems do not reestablish the structural integrity of load bearing partitions or assemblies or support live loads and traffic. Installer shall consult the Structural Engineer prior to penetrating any load bearing assembly.

1.7 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials in manufacturer's original unopened containers with manufacturer's name, product identification, lot numbers, UL or Warnock Hersey labels, and mixing and installation instructions, as applicable.
- B. Store materials in the original, unopened containers or packages, and under conditions recommended by manufacturer.
- C. All firestop materials shall be installed prior to expiration of shelf life.

1.8 PROJECT CONDITIONS

- A. Verify existing conditions and substrates before starting work
- B. Do not use materials that contain solvents, show sign of damage or are beyond their shelf life.
- C. During installation, provide masking and drop cloths as needed to prevent firestopping products from contaminating any adjacent surfaces.
- D. Conform to ventilation requirements if required by manufacturer's installation instructions or Material Safety Data Sheet.
- E. Weather Conditions: Do not proceed with installation of firestop products when temperatures are in excess or below the manufacturer's recommendations.
- F. Schedule installation of firestop products after completion of penetrating item installation but prior to covering or concealing of openings.
- G. Coordinate this work as required with work of other trades.

1.9 SEQUENCING AND SCHEDULING

- A. Pre-Installation Conference: Convene a pre-installation conference to establish procedures to maintain optimum working conditions and to coordinate this work with related and adjacent work.
- B. Sequence: Perform work of this and other sections in proper sequence to prevent damage to the firestop systems and to ensure that their installation will occur prior to enclosing or concealing work.
- C. Install all firestop systems after voids and joints are prepared sufficiently to accept the applicable firestop system.
- D. Do not cover firestop systems until they have been properly inspected and accepted by the authority having jurisdiction.

PART 2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. Subject to compliance with requirements, provide products of one of the following manufacturers:
 - 1. Tremco
 - 2. Bio-Fireshield
 - 3. 3M
 - 4. Specified Technologies Inc.

5. U.S. Gypsum Co.
6. Nelson
7. Hilti, Inc.
8. Grace Flame Safe

2.2 FIRESTOPPING, GENERAL

- A. Compatibility: Provide firestopping composed of components that are compatible with each other, the substrates forming openings, and the items, if any, penetrating the firestopping under conditions of service and application, as demonstrated by firestopping manufacturer based on testing and field experience.
- B. Accessories: Provide components for each firestopping system that are needed to install fill materials. Use only components specified by the firestopping manufacturer and approved by the qualified testing and inspecting agency for the designated fire- resistance-rated systems. Accessories include but are not limited to the following items:
 1. Permanent forming/damming/backing materials including the following:
 - a. Semirefractory fiber (mineral wool) insulation.
 - b. Sealants used in combination with other forming/damming materials to prevent leakage of fill materials in liquid state.
 - c. Fire-rated form board.
 - d. Joint fillers for joint sealants.
 2. Temporary forming materials.
 3. Substrate primers.
 4. Collars.
 5. Steel sleeves.
- C. Applications: Provide firestopping systems composed of materials specified in this Section that comply with system performance and other requirements.
- D. Smoke seals at top of partitions shall be flexible to allow for partition deflection.
- E. Polypropylene Sleeves (PP) (for cast-in device options)

2.3 FILL MATERIALS FOR THROUGH-PENETRATION FIRESTOP SYSTEMS

- A. Endothermic, Latex Compound Sealant: Single-component, endothermic, latex formulation.
- B. Intumescent, Latex Sealant: Single-component, Intumescent, latex formulation.
- C. Intumescent Putty: Non-hardening, dielectric, water-resistant putty containing no solvents, inorganic fibers, or silicone compounds.

- D. Intumescent Wrap Strips: Single-component, elastomeric sheet with aluminum or polyethylene foil on one side.
- E. Job-Mixed Vinyl Compound: Prepackaged vinyl-based powder product for mixing with water at Project site to produce a paintable compound, passing ASTM E 136, with flame-spread and smoke-developed ratings of zero per ASTM E 84.
- F. Mortar: Prepackaged dry mix composed of a blend of inorganic binders, fillers, and lightweight aggregate formulated for mixing with water at Project site to form a non-shrinking, homogeneous mortar.
- G. Pillows/Bags: Re-usable, heat-expanding pillows/bags composed of glass-fiber cloth cases filled with a combination of mineral-fiber, water-insoluble expansion agents and fire-retardant additives.
- H. Silicone Foam: Two-component, silicone-based liquid elastomer that, when mixed, expands and cures in place to produce a flexible, non-shrinking foam.
- I. Silicone Sealant: Moisture-curing, single-component, silicone-based, neutral-curing elastomeric sealant of grade indicated below:
 - 1. Grade: Pourable (self-leveling) formulation for openings in floors and other horizontal surfaces and non-sag formulation for openings in vertical and other surfaces requiring a non-slumping/gunnable sealant, unless firestop system limits use to non-sag grade for both opening conditions.
- J. Cast-in-Place Firestop Devices: Factory-assembled devices for use in cast-in-place concrete floors and consisting of an outer metallic or polypropylene sleeve lined with an intumescent strip, an extended rectangular flange attached to one end of the sleeve for fastening to concrete formwork, and a neoprene gasket.
- K. Fire Rated Cable Management Devices: Factory-assembled round metallic sleeve device for use with cable penetrations, containing an integrated smoke seal fabric membrane that can be opened and closed for re-penetration.
- L. Drop-In Firestop Devices: Factory-assembled devices for use with combustible or noncombustible penetrants in cored holes within concrete floors. Device shall consist of galvanized steel sleeve lined with an intumescent strip, an extended rectangular flange attached to one end of the sleeve for fastening to concrete floor, and neoprene gasket.
- M. Firestop Devices: Factory-assembled collars formed from galvanized steel and lined with intumescent material sized to fit specific diameter of penetrant.
- N. Intumescent Composite Sheets: Rigid panels consisting of aluminum-foil-faced elastomeric sheet bonded to galvanized-steel sheet.
- O. Blocks/Plugs: Intumescent flexible block/plug suitable for reuse in re-penetration of openings. Blocks shall allow up to 12" of unreinforced annular space.
- P. Tub Box Kit: Cast-in place pre-formed plastic tub box kit with three support legs for use with drain piping assembly associated with bathtub installations.

2.4 FIRE-RESISTIVE ELASTOMERIC JOINT SEALANTS

- A. Elastomeric Sealant Standard: Provide manufacturer's standard chemically curing, elastomeric sealant of base polymer indicated that complies with ASTM C 920 requirements, including those referenced for Type, Grade, Class, and Uses, and requirements specified in this Section applicable to fire-resistive joint sealants.
 - 1. Sealant Colors: Color of exposed joint sealants as selected by the Architect.
- B. Single-Component, Neutral-Curing Silicone Sealant: Type S; Grade NS; Class 25; exposure-related Use NT, and joint-substrate-related Uses M, G, A, and (as applicable to joint substrates indicated) O.
 - 1. Additional Movement Capability: Provide sealant with the capability to withstand 33 percent movement in both extension and compression for a total of 66 percent movement.
- C. Multi-Component, Non-Sag, Urethane Sealant: Type M; Grade NS; Class 25; exposure-related Use NT, and joint-substrate-related Uses M, A, and (as applicable to joint substrates indicated) O.
 - 1. Additional Movement Capability: Provide sealant with the capability to withstand 40 percent movement in extension and 25 percent in compression for a total of 65 percent movement in joint width existing at time of installation, when tested for adhesion and cohesion under maximum cyclic movement per ASTM C 719, and remain in compliance with other requirements of ASTM C 920 for uses indicated.
- D. Single-Component, Non-Sag, Urethane Sealant: Type S; Grade NS; Class 25; and Uses NT, M, A, and (as applicable to joint substrates indicated) O.

2.5 MINERAL FIBER/CERAMIC WOOL NON-COMBUSTIBLE INSULATION (FIRE SAFING)

- A. Provide min. 4 pcf Thermafiber as manufactured by Thermafiber Co., min. 4 pcf FBX Safing Insulation as manufactured by Fibrex, or approved equal to suit conditions and to comply with fire resistance and firestop manufacturer's requirements.
- B. Material shall be classified non-combustible per ASTM E 119.

2.6 MIXING

- A. For those products requiring mixing prior to application, comply with firestopping manufacturer's directions for accurate proportioning of materials, water (if required), type of mixing equipment, selection of mixer speeds, mixing containers, mixing time, and other procedures needed to produce firestopping products of uniform quality with optimum performance characteristics for application indicated.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions with Installer present, for compliance with requirements for opening configuration, penetrating items, substrates, and other conditions affecting performance of firestopping. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Cleaning: Clean out openings and joints immediately prior to installing firestopping to comply with recommendations of firestopping manufacturer and the following requirements:
 - 1. Remove all foreign materials from surfaces of opening and joint substrates and from penetrating items that could interfere with adhesion of firestopping.
 - 2. Clean opening and joint substrates and penetrating items to produce clean, sound surfaces capable of developing optimum bond with firestopping. Remove loose particles remaining from cleaning operation.
 - 3. Remove laitance and form release agents from concrete.
- B. Priming: Prime substrates where recommended by firestopping manufacturer using that manufacturer's recommended products and methods. Confine primers to areas of bond; do not allow spillage and migration onto exposed surfaces.
- C. Masking Tape: Use masking tape to prevent firestopping from contacting adjoining surfaces that will remain exposed upon completion of work and that would otherwise be permanently stained or damaged by such contact or by cleaning methods used to remove smears from firestopping materials. Remove tape as soon as it is possible to do so without disturbing seal of firestopping with substrates.

3.3 CONDITIONS REQUIRING FIRESTOPPING

A. Building Exterior Perimeters

- 1. Where exterior facing construction is continuous past a structural floor, and a space (i.e. construction joint) would otherwise remain open between the inner face of the wall construction and the outer perimeter edge of the structural floor, provide firestopping to equal the fire resistance of the floor assembly.
 - a. If mineral wool is part of firestop system, the mineral wool must be completely covered by appropriate thickness of UL or Warnock Hersey listed firestop sealant or spray.
 - b. Refer to Article 3.6 herein for description of fire safing insulation.
- 2. Firestopping shall be provided whether or not there are any clips, angles, plates, or other members bridging or interconnecting the facing and floor systems, and whether or not such items are continuous.

3. Where an exterior wall passes a perimeter structural member, such as a girder, beam, or spandrel, and the finish on the interior wall face does not continue up to close with the underside of the structural floor above, thus interrupting the fire-resistive integrity of the wall system, and a space would otherwise remain open between the interior face of the wall and the structural member, provide firestopping to continuously fill such open space.

B. Interior Walls and Partitions

1. Construction joints between top of fire rated walls and underside of floors above, shall be firestopped.
2. Firestop system installed shall have been tested by either UL or Omega Point, including exposure to hose stream test and including for use with steel fluted deck floor assemblies.
3. Firestop system used shall allow for deflection of floor above.

C. Penetrations

1. Penetrations include conduit, cable, wire, pipe, duct, or other elements which pass through one or both outer surfaces of a fire rated floor, wall, or partition.
2. Except for floors on grade, where a penetration occurs through a structural floor or roof and a space would otherwise remain open between the surfaces of the penetration and the edge of the adjoining structural floor or roof, provide firestopping to fill such spaces in accordance with ASTM E 814.
3. These requirements for penetrations shall apply whether or not sleeves have been provided, and whether or not penetrations are to be equipped with escutcheons or other trim. If penetrations are sleeved, firestop annular space, if any, between sleeve and wall of opening.

- D. Provide firestopping to fill miscellaneous voids and openings in fire rated construction in a manner essentially the same as specified herein before.

3.4 INSTALLING THROUGH PENETRATION FIRESTOPS

- A. General: Comply with the through penetrations firestop manufacturer's installation instructions and drawings pertaining to products and applications indicated.
- B. Install forming/damming materials and other accessories of types required to support fill materials during their application and in the position needed to produce the cross-sectional shapes and depths required to achieve fire ratings of designated through- penetration firestop systems. After installing fill materials, remove combustible forming materials and other accessories not indicated as permanent components of firestop systems.
- C. Install fill materials for through penetration firestop systems by proven techniques to produce the following results:
 1. Completely fill voids and cavities formed by openings, forming materials,

accessories, and penetrating items.

2. Apply materials so they contact and adhere to substrates formed by openings and penetrating items.
3. For fill materials that will remain exposed after completing work, finish to produce smooth, uniform surfaces that are flush with adjoining finishes.

3.5 INSTALLING FIRE RESISTIVE JOINT SEALANTS

- A. General: Comply with ASTM C 1193, and with the sealant manufacturer's installation instructions and drawings pertaining to products and applications indicated.
- B. Install joint fillers 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 and develop fire resistance rating required.
- C. 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 width that optimum sealant movement capability. Install sealants at the same time joint fillers are installed.
- D. Tool no sag sealants immediately after sealant application and prior to the time skinning or curing begins. Form smooth, uniform beads of configuration indicated or required to produce fire resistance rating, as well as to eliminate air pockets, and to ensure contact and adhesion of sealants with sides of joint. Remove excess sealant from surfaces adjacent to joint. Do not use tooling agents that discolor sealants or adjacent surfaces or are not approved by sealant manufacturer.

3.6 INSTALLING FIRESAFING INSULATION

- A. Install fire safing insulation utilizing welded or screw applied galvanized steel impaling pins and retaining clips; space clips or pins 24" o.c. maximum.
- B. Completely fill voids in areas where safing insulation is required. At spandrel conditions/floor edges, depth of insulation top to bottom shall be at least four (4) inches.
- C. Cover top of all safing insulation with firestop sealant or spray.

3.7 FIELD QUALITY CONTROL

- A. Inspecting agency employed and paid by the Owner will examine completed firestopping to determine, in general, if it is being installed in compliance with requirements.
- B. Inspecting agency will report observations promptly and in writing to Contractor, Owner and Architect.
- C. Do not proceed to enclose firestopping with other construction until reports of

examinations are issued.

- D. Where deficiencies are found, Contractor must repair or replace firestopping so that it complies with requirements.

3.8 CLEANING

- A. Clean off excess fill materials and sealants adjacent to openings and joints as work progresses by methods and with cleaning materials approved by manufacturers of firestopping products and of products in which openings and joints occur.
- B. Protect firestopping 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 firestopping immediately and install new materials to product firestopping complying with specified requirements.

END OF SECTION

SECTION 079200

JOINT SEALERS

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

- A. Work of this Section, as shown or specified shall be in accordance with the requirements of the Contract Documents.
- B. Work of this Section applies to all Prime Contractors and the work under each Prime Contract.

1.2 SECTION INCLUDES

- A. The Work of this Section includes all labor, materials, equipment and services necessary to complete the joint sealers work as shown on the drawings and/or specified herein, including but not necessarily limited to the following:
 - 1. Flashing reglets and retainers.
 - 2. Coping joints.
 - 3. Exterior wall joints not specified to be sealed in other Sections of work.
 - 4. Interior wall joints not specified to be sealed in other Sections of work, including caulking to fill between architectural woodwork and any wall, floor and/or ceiling imperfections.
 - 5. Control and expansion joints in walls.
 - 6. Joints at wall penetrations.
 - 7. Joints between items of equipment and other construction.
 - 8. All other joints required to be sealed to provide a positive barrier against penetration of air and moisture.

1.3 RELATED SECTIONS

- A. Roofing - Division 7.
- B. Firestop sealants - Section 078413.
- C. Glazing sealants - Section 088000.
- D. Sealant within drywall construction - Section 092900.
- E. Sealant at tile work - Section 093013.

1.4 QUALITY ASSURANCE

- A. Qualification of Installers: Use only personnel who are thoroughly familiar, skilled and specially trained in the techniques of sealant work, and who are completely familiar with the published recommendations of the sealant manufacturer.

1.5 SUBMITTALS

- A. Shop Drawings: Submit shop drawings showing all joint conditions, indicating relation of adjacent materials, all sealant materials (sealant, bond breakers, backing, primers, etc.), and method of installation.
 - 1. Submit joint sizing calculations certifying that movement capability of sealant is not being exceeded.
- B. Samples: Submit the following:
 - 1. Color samples of sealants, submit physical samples (not color chart).
 - 2. Sealant bond breaker and joint backing.
- C. Product Data: Submit manufacturer's technical information and installation instructions for:
 - 1. Sealant materials, indicating that material meets standards specified herein.
 - 2. Backing rods.
- D. Submit manufacturer's certification as required by Article 1.6 herein.
- E. Submit results of testing required in Article 1.4 herein.

1.6 MANUFACTURER'S RESPONSIBILITY AND CERTIFICATION

- A. Contractor shall require sealant manufacturer to review the Project joint conditions and details for this Section of the work. Contractor shall submit to the Architect written certification from the sealant manufacturer that joints are of the proper size and design, that the materials supplied are compatible with adjacent materials and backing, that the materials will properly perform to provide permanent watertight, airtight or vaportight seals (as applicable), and that materials supplied meet specified performance requirements.

1.7 ENVIRONMENTAL CONDITIONS

- A. Temperature: Install all work of this Section when air temperature is above forty (40) degrees F. and below eighty (80) degrees F., unless manufacturer submits written instructions permitting sealant use outside of this temperature range.
- B. Moisture: Do not apply work of this Section on surfaces which are wet, damp, or have frost.

1.8 PRODUCT HANDLING

- A. Protection: Use all means necessary to protect the materials of this Section,

before, during and after installation and to protect the installed work and materials of all other trades.

- B. Replacements: In the event of damage, immediately make all repairs and replacements necessary.
- C. Storage
 - 1. Store sealant materials and equipment under conditions recommended by their manufacturer.
 - 2. Do not use materials stored for a period of time exceeding the maximum recommended shelf life of the material.
 - 3. Material shall be stored in unopened containers with manufacturers' name, batch number and date when shelf life expires.

1.9 GUARANTEE

- A. Provide a written, notarized guarantee from the manufacturer stating that the applied sealants shall show no material failure for a period of ten (10) years.
- B. Contractor to provide a written, notarized, guarantee stating that the applied sealants shall show no failure due to improper installation for a period of five (5) years.
- C. Guarantee shall be in a form acceptable to the Owner and executed by an authorized individual.
- D. Include in guarantee provision, agreement to repair and/or replace, at Contractor's expense, sealant defects which develop during guarantee period, because of faulty labor and/or materials.

PART 2 PRODUCTS

2.1 SEALANT MATERIALS

- A. Exterior Wall Sealant: Provide one (1) part non-sag sealant equal to No. 790 or 795 made by Dow Corning, "Silpruf SCS 2000" or "LM SCS 2700" made by G.E. or "Spectrem 1" or "Spectrem 3" made by Tremco or "Sonolastic 150" by Sonneborn conforming to the minimum standards of ASTM C 920, Type S, Grade NS, Class 50.
- B. Interior Sealant: Provide a one (1) part acrylic based sealant conforming to ASTM C834, equal to "AC-20+ Silicone" made by Pecora or equal made by Tremco.
- C. Colors: Colors selected from manufacturer's standard selection.

2.2 MISCELLANEOUS MATERIALS

- A. Back-Up Materials: Provide back-up materials and preformed joint fillers, non-staining, non-absorbent, compatible with sealant and primer, and of a resilient nature, equal to "HBR" made by Nomaco Inc. or approved equal, twenty-five (25) percent

wider than joint width. Materials impregnated with oil, bitumen or similar materials shall not be used. Provide back-up materials only as recommended by sealant manufacturer in writing.

- B. Provide bond breakers, where required, of polyethylene tape as recommended by manufacturer of sealant.
- C. Provide primers recommended by the sealant manufacturer for each material to receive sealant. Note that each exterior joint must be primed prior to sealing.
- D. Provide solvent, cleaning agents and other accessory materials as recommended by the sealant manufacturer.
- E. Materials shall be delivered to the job in sealed containers with manufacturer's original labels attached. Materials shall be used per manufacturer's printed instructions.

PART 3 EXECUTION

3.1 INSPECTION

- A. Examine the areas and conditions where joint sealers are to be installed and correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of the work.

3.2 INSTALLATION

- A. Sealant Installation Standard: Comply with instructions and recommendations of the manufacturer and in accordance with ASTM C 1193 for use of joint sealants as applicable to materials, applications and conditions required by this Project where more stringent installation requirements are specified herein, such requirements shall apply.
- B. Sample Section of Sealant
 - 1. During sealant installation work in exterior wall, the manufacturer of sealant shall send his representative to the site, under whose supervision a section of the wall (used as "control section") shall be completed for purposes of determining performance characteristics of sealant in joints. Architect shall be informed of time and place of such installation of control section.
 - 2. Control section shall be installed according to specification given herein and shall not be considered as acceptable until written acceptance is provided by the Architect.
 - 3. Accepted control section shall be standard to which all other sealant work must conform.
- C. Supervision: The Contractor shall submit to the Architect written certification from the sealant manufacturer that the applicators have been instructed in the proper application of their materials. The Contractor shall use only skilled and experienced workmen for installation of sealant.

- D. Apply sealant under pressure with a hand or power actuated gun or other appropriate means. Gun shall have nozzle of proper size and provide sufficient pressure to completely fill joints as detailed. Neatly point or tool joint to provide the contour as indicated on the drawings.
- E. Preparation and Application
1. Thoroughly clean all joints, removing all foreign matter such as dust, oil, grease, water, surface dirt and frost. Sealant must be applied to the base surface. Previously applied film must be entirely removed.
 2. Stone, masonry and concrete surfaces to receive sealant shall be cleaned where necessary by grinding, water blast cleaning, mechanical abrading, or combination of these methods as required to provide a clean, sound base surface for sealant adhesion.
 - a. Do not use any acid or other material which might stain surfaces.
 - b. Remove laitance by grinding or mechanical abrading.
 - c. Remove loose particles present or resulting from grinding, abrading, or blast cleaning by blowing out joints with compressed air, oil and water free, or vacuuming joints prior to application of primer or sealant.
 3. Clean non-porous surfaces such as metal and glass chemically. Remove protective coatings on metallic surfaces by solvent that leaves no residue and is compatible with sealant. Use solvent and wipe dry with clean, dry lint free paper towels. Do not allow solvent to air dry without wiping. Clean joint areas protected with masking tape or strippable films as above after removal of tape film.
 4. Do not seal joints until they are in compliance with drawings, or meet with the control section standard.
 5. Joint Size and Sealant Size: Joints to receive sealant shall be at least 1/4" wide. In joint 1/4" to 3/8" wide, sealant shall be 1/4" deep. In joints wider than 3/8" and up to 1" wide, sealant depth shall be one half the joint width. For joints wider than 1", sealant depth shall be as recommended by the sealant manufacturer. Depth of joint is defined as distance from outside face of joint to closest point of the filler.
 6. Primer: Thoroughly clean joints and apply primer to all surfaces that will receive sealant. Apply primer on clean, dry surfaces, and prior to installation of joint surfaces of joint with non-staining masking tape prior to priming. Apply primer with clean brush and only when temperature is above 45 deg. F.
 7. Joint Backing: In joints where depth of joint exceeds required depth of sealant, install joint backing (after primer is dry) in joints to provide backing and proper joint shape for sealant. Proper shape for sealant is a very slight "hourglass" shape, with back and front face having slight concave curvature. Use special blunt T- shaped tool or roller to install joint backing to the proper and uniform depth required for the sealant. Joint backing shall be installed with approximately twenty-five (25) percent compressions. Do not stretch, twist, braid, puncture, or tear joint backing. Butt joint backing at intersections.

8. Bond Breaker: Install bond breaker smoothly over joint backing so that sealant adheres only to the sides of the joint and not backing.
9. Sealant Application: Apply sealant in accordance with the manufacturer's application manual and manufacturer's instructions, using hand guns or pressure equipment, on clean, dry, properly prepared substrates, completely filling joints to eliminate air pockets and voids. Mask adjacent surfaces of joint with non-staining masking tape. Force sealant into joint in front of the tip of the "caulking gun" (not pulled after it) and force sealant against sides to make uniform contact with sides of joint and to prevent entrapped air or pulling of sealant off of sides. Fill sealant space solid with sealant.
10. Tooling: Tool exposed joints to form smooth and uniform beds, with slightly concave surface conforming to joint configuration per Figure 4A in ASTM C 1193. Finished joints shall be straight, uniform, smooth and neatly finished. Remove masking tape immediately after tooling of sealant and before sealant face starts to "skin" over. Neatly remove any excess sealant from adjacent surfaces of joint, leaving the work in a neat, clean condition.
11. Replace sealant which is damaged during construction process.

END OF SECTION

SECTION 081113

STEEL DOORS AND FRAMES

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

- A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.

1.2 SECTION INCLUDES

- A. Work of this Section includes all labor, materials, equipment, and services necessary to complete the steel door and frame work as shown on the drawings and/or specified herein, including, but not limited to, the following:
 - 1. Interior and exterior hollow metal doors and frames for fire rated and unrated door openings.
 - 2. Interior hollow metal vision panels.
 - 3. Preparation of metal doors and frames to receive finish hardware, including reinforcements, drilling and tapping, as necessary.
 - 4. Preparation of hollow metal doors to receive glazing where required.
 - 5. Steel louvers for hollow metal doors.
 - 6. Furnishing anchors for building into masonry and drywall.
 - 7. Factory prime painting of work of this Section.

1.3 RELATED SECTIONS

- A. Unit Masonry - Section 042000.
- B. Carpentry - Section 062000, for installation of doors and frames.
- C. Wood Doors - Section 081416.
- D. Finish Hardware - Section 087100.
- E. Glass and Glazing - Section 088000.
- F. Gypsum Drywall - Section 092900.
- G. Painting and Finishing - Section 099000.

1.4 SUBMITTALS

- A. Product Data: Include construction details, material descriptions, core descriptions, label compliance, compliance with standards referenced herein, sound and fire-resistance ratings, and finishes for each type of door and frame specified.
- B. Shop Drawings: Show fabrication and installation of doors and frames. Include details of each frame type, elevations of door design types, conditions at openings, details of construction, reinforcement for surface applied hardware, dimensions of profiles and hardware preparation, location and installation requirements of door and frame hardware and reinforcements, and details of joints and connections. Show anchorage and accessories.
- C. Door Schedule: Submit schedule of doors and frames using same reference numbers for details and openings as those on Drawings.
 - 1. Coordinate glazing frames and stops with glass and glazing requirements.
- D. Oversize Construction Certification: For door assemblies required to be fire rated and exceeding limitations of labeled assemblies, submit certification of a testing agency acceptable to authorities having jurisdiction that each door and frame assembly has been constructed to comply with design, materials, and construction equivalent to requirements for labeled construction.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A firm experienced in manufacturing custom steel doors and frames 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.
- B. Testing Agency Qualifications: An independent agency qualified according to ASTM E 329 for testing indicated, as documented according to ASTM E 548.
- C. Source Limitations: Obtain custom steel doors and frames through one source from a single manufacturer.
- D. Fire-Rated Door and Frame Assemblies: Assemblies complying with NFPA 80 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire-protection ratings indicated.
 - 1. Test Pressure: Test according to NFPA 252 or UL 10C. After 5 minutes into the test, the neutral pressure level in furnace shall be established at 40" or less above the sill.
 - 2. Oversize Fire-Rated Door Assemblies: For units exceeding sizes of tested assemblies, provide certification by a testing agency acceptable to authorities having jurisdiction that doors comply with standard construction requirements for tested and labeled fire-protection-rated door assemblies except for size.
 - 3. Temperature-Rise Rating: At exit enclosures, provide doors that have a temperature-rise rating as required by prevailing Building Code in 30 minutes of fire exposure.

- E. Smoke-Control Door Assemblies: Comply with NFPA 105 or UL 1784.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver doors and frames palletted, wrapped, or crated to provide protection during transit and Project site storage. Do not use nonvented plastic.
- B. Inspect doors and frames, on delivery, for damage. Minor damage may be repaired provided refinished items match new work and are approved by Architect; otherwise, remove and replace damaged items as directed.
- C. Store doors and frames under cover at building site. Conform to the requirements of ANSI A 250-11-2001 for site storage unless more stringent requirements are noted herein. Place units on minimum 4-inch high wood blocking. Avoid using nonvented plastic or canvas shelters that could create a humidity chamber. If wrappers on doors become wet, remove cartons immediately. Provide minimum 1/4-inch spaces between stacked doors to permit air circulation.

PART 2 PRODUCTS

2.1 FABRICATION - GENERAL

- A. Fabricate hollow metal units to be rigid, neat in appearance and free from defects, warp or buckle. Accurately form metal to required sizes and profiles. Weld exposed joints continuously, grind, dress, and make smooth, flush and invisible. Metallic filler to conceal manufacturing defects is not acceptable.
- B. Unless otherwise indicated, provide countersunk flat Phillips or Jackson heads for exposed screws and bolts.
- C. Prepare hollow metal units to receive finish hardware, including cutouts, reinforcing, drilling and tapping in accordance with Finish Hardware Schedule and templates provided by hardware suppliers. Comply with applicable requirements of ANSI A115 "Specifications for Door and Frame Preparation for Hardware."
- D. Locate finish hardware as shown on final shop drawings in accordance with locations noted herein.

2.2 MANUFACTURERS

- A. Provide products manufactured by Steelcraft, Curries, Ceco Door Products, or approved equal meeting these specifications.

2.3 FRAMES

- A. Materials
 - 1. Frames for exterior openings shall be made of commercial grade cold-rolled steel conforming to ASTM A 1008, Type B not less than 14 ga., and shall have a hot dipped galvanized coating conforming to ASTM A 924 and A 653 with A60 coating. The zinc-alloy coating shall be a dull matte surface treated for paint adhesion.

2. Frames for interior openings shall be either commercial grade cold-rolled steel conforming to ASTM A 1008, Type B or commercial grade hot-rolled steel conforming to ASTM A 1011, Commercial Steel, Type B. Metal thickness shall be not less than sixteen (16) ga. for frames in openings 4'-0" or less in width; not less than fourteen (14) ga. for frames in openings over 4'-0" in width.

B. Design and Construction

1. All frames shall be welded units with integral trim, of the sizes and shapes shown on approved shop drawings. Unless otherwise noted, knock-down frames will only be accepted in drywall assemblies that have the drywall panels in place prior to installing the door frame.
 - a. Where knock-down frames are scheduled (at drywall), corners shall be mitered and reinforced with a wedge lock corner clip to provide a firm interlock of jambs to head.
2. All finished work shall be strong and rigid, neat in appearance, square, true and free of defects, warp or buckle. Molded members shall be clean cut, straight and of uniform profile throughout their lengths.
3. Jamb depths, trim, profile and backbends shall be as shown on drawings.
 - a. Frames at drywall partitions shall be formed with double return backbends to prevent cutting into drywall surface.
4. Welded frames shall have corners mitered and reinforced and faces of welded frames shall be continuously back welded full depth and width of frame conforming to NAAMM Standard HMMA-820; face joints shall be hairline.
5. Minimum depth of stops shall be 5/8".
6. Frames for multiple or special openings shall have mullion and/or rail members which are closed tubular shapes having no visible seams or joints. All joints between faces of abutting members shall be securely welded and finished smooth.
 - a. Mullions shall have 16 ga. internal steel stiffeners welded not less than 4" o.c.
7. Hardware Reinforcements
 - a. Frames shall be mortised, reinforced, drilled and tapped at the factory for fully-templated mortised hardware only, in accordance with approved hardware schedule and templates provided by the hardware supplier. Where surface-mounted hardware is to be applied, frames shall have reinforcing plates.
 - b. Minimum thickness of hardware reinforcing plates shall be as follows:
 - 1). Hinge and pivot reinforcements - seven (7) ga., 1-1/4" x 10" minimum size.
 - 2). Strike reinforcements - twelve (12) gauge
 - 3). Flush bolt reinforcements - twelve (12) gauge
 - 4). Closer reinforcements - twelve (12) gauge

- 5). Reinforcements for surface mounted hardware - twelve (12) gauge.
8. Floor Anchors
 - a. Provide adjustable floor anchors, providing not less than two (2) inch height adjustment.
 - b. Minimum thickness of floor anchors shall be fourteen (14) gauge.
9. Jamb Anchors
 - a. Frames for installation in masonry walls shall be provided with adjustable jamb anchors of the wire type. Anchors shall be not less than 0.156" diameter steel wire. The number of anchors provided on each jamb shall be as follows:
 - 1). Frames up to 7'-6" height - three (3) anchors.
 - 2). Frames 7'-6" to 8'-0" height - four (4) anchors.
 - 3). Frames over 8'-0" height - one (1) anchor for each 2'-0" or fraction thereof in height.
 - b. Frames for installation in stud partitions shall be provided with steel anchors of suitable design, not less than eighteen (18) gauge thickness, securely welded inside each jamb as follows:
 - 1). Frames up to 7'-6" height - four (4) anchors.
 - 2). Frames 7'-6" to 8'-0" height - five (5) anchors.
 - 3). Frames over 8'-0" height - five (5) anchors plus one additional for each 2'-0" or fraction thereof over 8'-0".
 - c. Knock-down frames for installation in stud partitions that have drywall panels in place prior to installation of door frames shall have compression anchors at each jamb placed 4" below head of frame and attached to steel stud, bottom of frame shall have 16 ga. adjustable steel clip anchors fastened to stud runner.
 - 1). Where height of frame is 9'-0" or greater, provide two (2) compression anchors at each jamb spaced 4" apart starting 4" below head of frame.
 - d. Frames to be anchored to previously placed concrete or masonry shall be provided with minimum 3/8" concealed bolts set into expansion shields or inserts at six (6) inches from top and bottom and twenty-four (24) inches o.c. Reinforce frames at anchor locations with sixteen (16) gauge sheet steel stiffeners welded to frame at each anchor.
10. Anchors in exterior frames and in masonry walls shall be hot dip galvanized per ASTM A 153.
11. Frames for installation in masonry wall openings more than 4'-0" in width shall have an angle or channel stiffener factory welded into the head. Such stiffeners shall be not less than twelve (12) gauge steel and not longer than the opening width, and shall not be used as lintels or load bearing members.
12. Dust cover boxes (or mortar guards) of not thinner than twenty-six (26) gauge steel shall be provided at all hardware mortises on frames to be set in masonry or plaster partitions.

13. Ceiling Struts: Minimum 3/8" thick x 2" wide steel.
 14. All frames shall be provided with a steel spreader temporarily attached to the feet of both jambs to serve as a brace during shipping and handling.
 15. Loose glazing stops shall be of cold rolled steel, not less than twenty (20) gauge thickness, butted at corner joints and secured to the frame with countersunk cadmium-or zinc-plated screws. Interior frames may be provided with snap-on glazing stops.
 16. Except on weatherstripped frames, drill stops to receive three (3) silencers on strike jambs of single door frames and two (2) silencers on heads of double-door frames.
- C. Finish: After fabrication, all tool marks and surface imperfections shall be removed, and exposed faces of all welded joints shall be dressed smooth. Frames shall then be chemically treated to insure maximum paint adhesion and shall be coated on all surfaces with one coat of rust-inhibitive baked-on alkyd primer standard with the manufacturer which is fully cured before shipment to a dry film thickness of 2.0 mils.
1. Frames set in masonry walls shall be grouted in as described in Section 042000, "Unit Masonry." These frames shall have surfaces in contact with grout shop coated with epoxy coating equal to Series 27 FC Typoxy made by Tnemec or approved equal spray applied at 4 to 6 mils, passing NFPA 101, Class A for smoke and flame spread, tested per ASTM E 84.

2.4 HOLLOW METAL DOORS

- A. Materials: Doors shall be made of commercial quality, level, cold rolled steel conforming to ASTM A 1008, Commercial Steel, Type B and free of scale, pitting or other surface defects. Face sheets for interior doors shall be not less than eighteen (18) gauge. Face sheets for exterior doors shall be not less than sixteen (16) gauge and shall have a hot dipped galvanized coating conforming to ASTM A 924 and A 653, A60 coating. The zinc alloy coating shall be a dull matte surface treated for paint adhesion.
- B. Design and Construction
1. All doors shall be of the types and sizes shown on the approved shop drawings, and shall be fully welded seamless construction with no visible seams or joints on their faces or vertical edges. Minimum door thickness shall be 1-3/4".
 2. All doors shall be strong, rigid and neat in appearance, free from warpage or buckles. Corner bends shall be true and straight and of minimum radius for the gauge of metal used.
 3. Face sheets shall be stiffened by continuous vertical formed steel sections spanning the full thickness of the interior space between door faces. These stiffeners shall be not less than twenty two (22) gauge spaced not more than six (6) inches apart and securely attached to face sheets by spot welds not more than five (5) inches o.c. Spaces between stiffeners shall be sound deadened and thermal insulated the full height of the door with an inorganic non-combustible

batt type material.

4. Door faces shall be joined at their vertical edges by a continuous weld extending the full height of the door. All such welds shall be ground, filled and dressed smooth to make them invisible and provide a smooth flush surface.
5. Top and bottom edges of all doors shall be closed with a continuous recessed steel channel not less than fourteen (14) gauge, extending the full width of the door and spot welded to both faces. Exterior doors shall have an additional flush closing channel at their top edges and, where required for attachment of weatherstripping, a flush closure also at their bottom edges. Openings shall be provided in the bottom closure of exterior doors to permit the escape of entrapped moisture.
6. Edge profiles shall be provided on both vertical edges of doors as follows:
 - a. Single-Acting Swing Doors: Beveled 1/8" in two (2) inches.
 - b. Double-Acting Swing Doors: Rounded on 2-1/8" radius.
 - c. No square edge doors permitted.
7. Hardware Reinforcements
 - a. Doors shall be mortised, reinforced, drilled and tapped at the factory for fully templated hardware only in accord with the approved hardware schedule and templates provided by the hardware supplier. Where surface-mounted hardware (or hardware, the interrelation of which is to be adjusted upon installation - such as top and bottom pivots, floor closers, etc.) is to be applied, doors shall have reinforcing plates.
 - b. Minimum gauges for hardware reinforcing plates shall be as follows:
 - 1). Hinge and pivot reinforcement - seven (7) gauge.
 - 2). Reinforcement for lock face, flush bolts, concealed holders, concealed or surface mounted closers - twelve (12) gauge.
 - 3). Reinforcements for all other surface mounted hardware - sixteen (16) gauge.
8. Glass Moldings and Stops
 - a. Where specified or scheduled, doors shall be provided with hollow metal moldings to secure glazing by others in accordance with glass opening sizes shown on drawings.
 - b. Fixed moldings shall be securely welded to the door on the security side.
 - c. Loose stops shall be not less than twenty (20) gauge steel, with mitered corner joints, secured to the framed opening by cadmium or zinc-coated countersunk screws spaced eight (8) inches o.c. Snap-on attachments will not be permitted. Stops shall be flush with face of door.
9. Louvers shall be sixteen (16) gauge sheet steel, stationary type, closely spaced inverted "V" blade design, flush with face sheets of door, integral with and welded to door. Fifty (50) percent free area, unless indicated otherwise on drawings.

C. Finish: After fabrication, all tool marks and surface imperfections shall be dressed,

filled and sanded as required to make all faces and vertical edges smooth, level and free of all irregularities. Doors shall then be chemically treated to insure maximum paint adhesion and shall be coated, on all exposed surfaces, with manufacturer's standard rust-inhibitive alkyd primer as specified for frames which shall be fully cured before shipment.

- D. Flatness: Doors shall maintain a flatness tolerance of 1/16" maximum, in any direction, including in a diagonal direction.

2.5 LABELED DOORS AND FRAMES

- A. Labeled doors and frames shall be provided for those openings requiring fire protection ratings as scheduled on drawings. Such doors and frames shall be labeled by Underwriters' Laboratories or other nationally recognized agency having a factory inspection service.
- B. If any door or frame specified by the Architect to be fire-rated cannot qualify for appropriate labeling because of its design, size, hardware or any other reason, the Architect shall be so advised before fabricating work on that item is started.

2.6 HARDWARE LOCATIONS

- A. The location of hardware on doors and frames shall be as noted in "Recommended Locations for Architectural Hardware for Standard Steel Doors and Frames" of the Door Hardware Institute unless otherwise required by prevailing Handicapped Codes.

2.7 CLEARANCES

- A. Fabricate doors and frames to meet edge clearances as follows:
 - 1. Jambs and Head: 1/8" plus or minus 1/16".
 - 2. Meeting Edges, Pairs of Doors: 1/8" plus or minus 1/16".
 - 3. Bottom: 3/8" at threshold; 3/4" if no threshold.
- B. Fire rated doors shall have clearances as required by NFPA 80.

2.8 MANUFACTURING TOLERANCES

- A. Manufacturing tolerance shall be maintained within the limits given in HMMA 841 of ANSI/NAAMM, current edition.

2.9 PREPARATION FOR FINISH HARDWARE

- A. Prepare door and frames to receive hardware:
 - 1. Hardware supplier shall furnish hollow metal manufacturer approved hardware schedule, hardware templates, and samples of physical hardware where necessary to insure correct fitting and installation.
 - 2. Preparation includes sinkages and cut-outs for mortise and concealed hardware.

- B. Provide reinforcements for both concealed and surface applied hardware:
 - 1. Drill and tap mortise reinforcements at factory, using templates.
 - 2. Install reinforcements with concealed connections designed to develop full strength of reinforcements.

2.10 REJECTION

- A. Hollow metal frames or doors which are defective, have hardware cutouts of improper size or location, or which prevent proper installation of doors, hardware or work of other trades, shall be removed and replaced with new at no cost.

PART 3 EXECUTION

3.1 INSPECTION

- A. Examine the areas and conditions where steel doors and frames are to be installed and correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of the work.

3.2 INSTALLATION

- A. Refer to Section 062000 for installation procedures for all work of this Section.

END OF SECTION

SECTION 083300

SECURITY GATES

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- A. Work of this section shall be governed by the Contract Documents. Provide materials, labor, equipment, and services necessary to furnish, deliver, and install the work of this section as shown on the drawings, as specified herein, and/or as required by job conditions.

1.2 DESCRIPTION OF WORK

- A. The Work of this Section shall include, but is not necessarily limited to, the following:
 - 1. It is the intention to install two (2) security gates as depicted on the drawings.
- B. The following Sections contain requirements that relate to this Section:
 - 1. Section 055000 – Metal Fabrications: Support framing and framed opening.
 - 2. Section 083680 – Overhead Rolling Doors
 - 3. Section 087100 – Door Hardware: Product Requirements for cylinder core and keys.

1.3 REFERENCES

- A. ASTM A 653 – Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
- B. ASTM A 666 – Standard Specification for Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar.
- C. ASTM A 924 – Standard Specification for General Requirements for Steel Sheet, Metallic-Coated by the Hot-Dip Process.
- D. ASTM B 221 – Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes.

1.4 SUBMITTALS

- A. Submit under provisions in Section 013300.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
- C. Shop Drawings: Include detailed plans, elevations, and details of framing members, required clearances, anchors, and accessories. Include relationship with adjacent materials.

- D. Selection Samples: For each finish product specified, two complete sets of color chips representing manufacturer's full range of available colors and patterns.
- E. Verification Samples: For each finish product specified, two samples representing actual product, color, and patterns.
- F. Manufacturer's Certificates: Certify products meet or exceed specified requirements.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in performing work of this section with a minimum of five years experience in the fabrication and installation of security closures.
- B. Installer Qualifications: Company specializing in performing work of this section with a minimum of three years experience and approved by the manufacturer.
- C. Mock-Up: Provide a mock-up for evaluation of surface preparation techniques and application workmanship.
 - 1. Install in areas designated by the Architect.
 - 2. Do not proceed with remaining work until workmanship and installation is approved by the Architect.
 - 3. Refinish mock-up area as required to produce acceptable work.

1.6 DELIVERY, STORAGE AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Protect materials from exposure to moisture. Do not deliver until after wet work is complete and dry.
- C. Store materials in a dry, warm, ventilated weathertight location.

1.7 COORDINATION

- A. Coordinate work with other operations and installation of adjacent finish materials to avoid damage to installed materials.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Overhead Door Corp., 2501 S. State Hwy. 121, Suite 200, Lewisville, TX 75067. AD. Tel. Toll Free: (800) 275-3290. Phone: (469) 549-7100. Fax: (972) 906-1499. Website: www.overheaddoor.com. Email: info@overheaddoor.com
- B. Alpine Overhead Doors, Inc., 8 Hulse Rd., East Setauket, NY 11733 Phone (631) 473-9300. Alpinedoors.com custom fabrication of slats at bottom, grilles at top.
- C. Requests for substitutions will be considered in accordance with the provision of the Contract Documents.

2.2 UPKOILING SECURITY GATES

- A. Overhead Coiling Aluminum Grilles and Panels with an Automatic Release for power-operated doors.
 - 1. Curtain: Refer to architectural drawing for layout.
 - a. Material: Aluminum.
 - b. For Security Grille: Overhead Door, AP Security Grille System Model 653.
 - c. Alpine Overhead Doors – custom lower slats and upper grilles – as indicated on drawings.
 - 2. Finish:
 - a. PowderGuard Premium – Color selection from 200 powder coat colors.
 - 3. Bottom Bar:
 - a. Tubular extruded aluminum.
 - 4. Guides
 - a. Extruded aluminum shapes with retainer grooves and continuous silicone treated wool-pile strips to reduce noise and assist operation.
 - b. Guides face-mounted on adjacent construction.
 - c. Guides free-standing with tubular steel support frames supplied with gates.
 - 5. Brackets: Minimum 3/16 inch (4.8mm) steel to support barrel, counterbalance and hood as applicable,
 - 6. Counterbalance: Helical torsion spring type housed in a steel tube or pipe barrel, supporting the curtain with maximum deflection of 0.03 inches per foot of span. Counterbalance adjustable by means of an adjusting tension wheel.
 - 7. Hood:
 - a. Aluminum, clear anodized with intermediate supports, as required.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify opening sizes, tolerances and conditions are acceptable.
- B. Examine conditions of substrates, supports, and other conditions under which this work is to be performed.
- C. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

3.3 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Use anchorage devices to securely fasten assembly to wall construction and building framing without distortion or stress.
- C. Securely and rigidly brace components suspended from structure. Secure guides to structural members only.
- D. Fit and align assembly including hardware; level and plumb, to provide smooth operation.
- E. Coordinate installation of electrical service with Division 26. Complete wiring from disconnect to unit components.
- F. Coordinate installation of sealants and backing materials at frame perimeter as specified in Section 079000.
- G. Install perimeter trim and closures.

3.4 ADJUSTING

- A. Test security gates for proper operation and adjust as necessary to provide proper operation without binding or distortion.
- B. Adjust hardware and operating assemblies for smooth and noiseless operation.

3.5 CLEANING

- A. Clean curtain and components using non-abrasive materials and methods recommended by manufacturer.
- B. Remove labels and visible markings.
- C. Touch-up, repair or replace damaged products before Substantial Completion.

3.6 PROTECTION

- A. Protect installed products until completion of project.

END OF SECTION

SECTION 083113

ACCESS DOORS

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

- A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.

1.2 SECTION INCLUDES

- A. Work of this Section includes all labor, materials, equipment, and services necessary to complete the access doors as indicated on the drawings and/or specified herein, including, but not limited to, the following:
 - 1. Frameless recessed panel access doors at drywall ceilings and walls.
 - 2. Framed flush panel access doors at masonry and tile walls.
 - 3. Provide access doors and frames for access from occupied spaces to the following, where indicated or required, and as directed by the trades of Divisions 23 and 26.
 - a. All shutoff or balancing valves.
 - b. Fire dampers, as required.
 - c. Points of duct access.
 - d. Pull boxes.
 - e. Controls of mechanical and electrical items.
 - f. Masonry shafts for pipes and conduits, as required.
 - g. Pipe spaces, if required.
 - h. Inlets of fans.
 - i. Fusible link and splitter damper at filter bank.
 - j. Automatic damper and motor.
 - k. Equipment not otherwise accessible.

1.3 RELATED SECTIONS

- A. Unit Masonry - Section 042000.
- B. Gypsum Drywall - Section 092900.
- C. Ceramic Tiling - Section 093013.
- D. Valves and connections - Division 23.

1.4 QUALITY ASSURANCE

- A. For actual installation of the work of this Section, use only personnel who are thoroughly familiar with the manufacturer's recommended methods of installation and who are completely trained in the skills required.
- B. Fire-Resistance Ratings: Wherever a fire-resistance classification is shown, or for construction where access doors are installed, provide required access door assembly with panel door, frame, hinge and latch from manufacturers listed in Underwriters' Laboratories, Inc. "Classified Building Materials Index" for the rating shown.
 - 1. Provide UL label on each access panel.
 - 2. Provide flush, key operated cylinder lock.
- C. Size Variations: Obtain Architect's acceptance of manufacturer's standard size units which may vary slightly from sizes shown or scheduled.

1.5 SUBMITTALS

- A. Before any materials of this Section are delivered to the job site, submit complete manufacturer's literature to the Architect. Submit plans and schedules showing size and location of each and every access door for Architect's acceptance prior to installation.

1.6 PRODUCT HANDLING

- A. Protection: Use all means necessary to protect the materials of this Section before, during, and after installation, and to protect the installed work and materials of all other trades.
- B. Replacements: In the event of damage, immediately make all repairs and replacements necessary.

PART 2 PRODUCTS

2.1 MATERIALS AND FABRICATION

- A. Provide access door assembly manufactured by Milcor Inc, or equal made by Nystrom Inc., Karp Associates, Inc. or approved equal. Assembly shall be an integral unit complete with all parts and ready for installation.
- B. Fabricate units of continuous welded steel construction. Grind welds smooth and flush with adjacent surfaces. Provide attachment devices and fasteners of the type required to secure access panels to the types of supports shown.
- C. Frames for Masonry and Tile Wall Only (Flush Panel Units): Fabricate frame from sixteen (16) gauge steel. Provide frame with exposed flange not less than one (1) inch wide around perimeter of frame for exposed masonry and tile finishes.

1. For installation in masonry construction, provide frames with adjustable metal masonry anchors.
- D. Frameless Units for Drywall Surfaces (Recessed Panel Units): Provide access doors without exposed frames for drywall adhered to recessed panel.
- E. Panels: Fabricate from fourteen (14) gauge steel, with concealed spring hinges set to open to 175 degrees. Provide removable pin type hinges of the quantity required to support the access panel sizes used in the work. Finish with manufacturer's factory applied baked enamel prime coat applied over phosphate protective coating on steel.
- F. Locking Devices
 1. For non-rated access doors, provide flush, screwdriver operated cam locks of number required to hold door in flush, smooth plane when closed.
 2. For fire rated doors, provide locks as described in paragraph 1.4, B. herein.
- G. Inserts and Anchorage: Furnish inserts and anchoring devices which must be built into masonry for the installation of access panels. Provide setting drawings, templates, instructions, and directions for installation of anchorage devices. Coordinate delivery with other work to avoid delay.

PART 3 EXECUTION

3.1 INSPECTION

- A. Examine the areas and conditions where access doors are to be installed and correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of the work.

3.2 COORDINATION

- A. Coordinate all work with the mechanical trades to insure proper locations and in a timely manner to permit orderly progress of the total work.
- B. Set frames accurately in position and securely attach to supports with face panels plumb or level in relation to adjacent finish surfaces.
- C. Adjust hardware and panels after installation for proper operation.
- D. Remove and replace panels or frames which are warped, bowed, or otherwise damaged.

END OF SECTION

SECTION 08360
SECTIONAL OVERHEAD DOORS

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

- A. Work of this section shall be governed by the Contract Documents. Provide materials, labor, equipment, and services necessary to furnish, deliver, and install the work of this section as shown on the drawings, as specified herein, and as required by job conditions.
 - 1. Steel Sectional Overhead Doors
 - 2. Operating Hardware, tracks, and support

1.2 RELATED SECTIONS

- A. Section 03300 - Cast-In-Place Concrete.
- B. Section 04810 – Concrete Unit Masonry.
- C. Section 05500 - Metal Fabrications.
- D. Section 06114 – Wood Framing.
- E. Section 07900 - Joint Sealants.
- F. Section 08710 - Door Hardware.
- G. Section 09900 - Paints and Coatings.
- H. Section 11150 - Parking Control Equipment.
- I. Section 16130 - Raceway and Boxes.
- J. Section 16150 - Common Work Results for Electrical.

1.3 REFERENCES

- A. ANSI/DASMA 102 - American National Standard Specifications for Sectional Overhead Type Doors.

1.4 DESIGN / PERFORMANCE REQUIREMENTS

- A. Single-Source Responsibility: Provide doors, tracks, motors, and accessories from one manufacturer for each type of door. Provide secondary components from source acceptable to manufacturer of primary components.

1.5 SUBMITTALS

- A. Submit under provisions of Section 01300.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
- C. Shop Drawings: Indicate plans and elevations including opening dimensions and required tolerances, connection details, anchorage spacing, hardware locations, and installation details.
- D. Manufacturer's Certificates: Certify products meet or exceed specified requirements.
- E. Operation and Maintenance Data.

1.6 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section with minimum five years documented experience.
- B. Installer Qualifications: Authorized representative of the manufacturer with minimum five years documented experience.
- C. Products Requiring Electrical Connection: Listed and classified by Underwriters Laboratories, Inc. acceptable to authority having jurisdiction as suitable for purpose specified.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened labeled packaging until ready for installation.
- B. Protect materials from exposure to moisture until ready for installation.
- C. Store materials in a dry, ventilated weathertight location.

1.8 PROJECT CONDITIONS

- A. Pre-Installation Conference: Convene a pre-installation conference just prior to commencement of field operations, to establish procedures to maintain optimum working conditions and to coordinate this work with related and adjacent work.

1.9 WARRANTY

- A. One (1) year limited warranty per manufacturer.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturer: Overhead Door Corporation, 2501 S. State Hwy. 121, Suite 200, Lewisville, TX 75067. ASD. Tel. Toll Free: (800) 275-3290. Phone: (469) 549-7100. Fax: (972) 906-1499. Web Site: www.overheaddoor.com. E-mail: info@overheaddoor.com.
- B. Requests for substitutions will be considered in accordance with provisions of the Contract Documents.

2.2 STEEL SECTIONAL OVERHEAD DOORS

- A. Sectional Overhead Steel Doors: Model 421 Steel Doors by Overhead Door Corporation. Units shall have the following characteristics:
 - 1. Door Assembly: Steel door assembly of roll formed steel type with tongue and groove meeting rails and box shaped 20 gauge stile construction.
 - a. Panel Thickness: 2 inches (51 mm).
 - b. Exterior Surface: Ribbed.
 - c. Section Material: 20 gauge, galvanized steel.
 - d. Center and End Stiles: 20 gauge steel.
 - e. Springs:
 - 1) 50,000 cycles.
 - f. Partial Glazing of Steel Panels:
 - 1) Non-insulated double strength glass, 24 inch by 7 inch (610mm by 178mm) window.
 - 2. Finish and Color: Two coat baked-on polyester, white color.
 - 3. Wind Load Design: Design as calculated in accordance with applicable code as follows:
 - a. Design pressure of 30 lbs./sq.ft.
 - 4. Hardware: Galvanized steel hinges and fixtures. Ball bearing rollers with hardened steel races.

5. Lock:
 - a. Interior mounted slide lock.
 - b. Keyed lock.
6. Weatherstripping:
 - a. Flexible bulb-type strip at bottom section.
 - b. Flexible Jamb seals.
 - c. Flexible Header seal.
7. Track: Provide track as recommended by manufacturer to suit loading required and clearances available.
8. Manual Operation: Chain hoist.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Do not begin installation until openings have been properly prepared.
- B. Verify wall openings are ready to receive work and opening dimensions and tolerances are within specified limits.
- C. Verify electric power is available and of correct characteristics.
- D. If preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 PREPARATION

- A. Clean adjacent surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

3.3 INSTALLATION

- A. Install overhead doors and track in accordance with approved shop drawings and the manufacturer's printed instructions.
- B. Coordinate installation with adjacent work to ensure proper clearances and allow for maintenance.
- C. Anchor assembly to wall construction and building framing without distortion or stress.
- D. Securely brace door tracks suspended from structure. Secure tracks to structural members only.

- E. Fit and align door assembly including hardware.
- F. Coordinate installation of electrical service. Complete power and control wiring from disconnect to unit components.

3.4 CLEANING AND ADJUSTING

- A. Adjust door assembly to smooth operation and in full contact with weatherstripping.
- B. Clean doors, frames, glass, and polycarbonate according to manufacturer's instructions.
- C. Remove temporary labels and visible markings. Do not remove polycarbonate care and maintenance label required to maintain warranty.

3.5 PROTECTION

- A. Do not permit construction traffic through overhead door openings after adjustment and cleaning.
- B. Protect installed products until completion of project.
- C. Touch-up, damaged coatings and finishes and repair minor damage before Substantial Completion.

END OF SECTION

SECTION 08 7100
DOOR HARDWARE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Door Hardware Schedule and associated Door Hardware Set notes are found in the Architectural Construction Documents.

1.2 SUMMARY

- A. This Section includes commercial door hardware for the following:
 - 1. Swinging doors.
 - 2. Other doors to the extent indicated.
- B. Door hardware includes, but is not necessarily limited to, the following:
 - 1. Mechanical door hardware.
 - 2. Electromechanical door hardware.
 - 3. Automatic operators.
 - 4. Cylinders specified for doors in other sections.
- C. Related Sections:
 - 1. Division 08 Section "Door Hardware Schedule".
 - 2. Division 08 Section "Steel Doors and Frames".
 - 3. Division 08 Section "Wood Doors".
- D. Codes and References: Comply with the version year adopted by the Authority Having Jurisdiction.
 - 1. ANSI A117.1 - Accessible and Usable Buildings and Facilities.
 - 2. ICC/IBC - International Building Code.
 - 3. NFPA 70 - National Electrical Code.
 - 4. NFPA 80 - Fire Doors and Windows.
 - 5. NFPA 101 - Life Safety Code.
 - 6. NFPA 105 - Installation of Smoke Door Assemblies.
 - 7. State Building Codes, Local Amendments.
- E. Standards: All hardware specified herein shall comply with the following industry standards:
 - 1. ANSI/BHMA Certified Product Standards - A156 Series
 - 2. UL10C – Positive Pressure Fire Tests of Door Assemblies

1.3 SUBMITTALS

- A. Product Data: Manufacturer's product data sheets including installation details, material descriptions, dimensions of individual components and profiles, operational descriptions and finishes.
- B. Door Hardware Schedule: Prepared by or under the supervision of supplier, detailing fabrication and assembly of door hardware, as well as procedures and diagrams. Coordinate the final Door Hardware Schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware.
 - 1. Format: Comply with scheduling sequence and vertical format in DHI's "Sequence and Format for the Hardware Schedule."
 - 2. Organization: Organize the Door Hardware Schedule into door hardware sets indicating complete designations of every item required for each door or opening. Organize door hardware sets in same order as in the Door Hardware Sets at the end of Part 3. Submittals that do not follow the same format and order as the Door Hardware Sets will be rejected and subject to resubmission.
 - 3. Content: Include the following information:
 - a. Type, style, function, size, label, hand, and finish of each door hardware item.
 - b. Manufacturer of each item.
 - c. Fastenings and other pertinent information.
 - d. Location of door hardware set, cross-referenced to Drawings, both on floor plans and in door and frame schedule.
 - e. Explanation of abbreviations, symbols, and codes contained in schedule.
 - f. Mounting locations for door hardware.
 - g. Door and frame sizes and materials.
 - h. Warranty information for each product.
 - 4. Submittal Sequence: Submit the final Door Hardware Schedule at earliest possible date, particularly where approval of the Door Hardware Schedule must precede fabrication of other work that is critical in the Project construction schedule. Include Product Data, Samples, Shop Drawings of other work affected by door hardware, and other information essential to the coordinated review of the Door Hardware Schedule.
- C. Keying Schedule: After a keying meeting with the owner has taken place prepare a separate keying schedule detailing final instructions. Submit the keying schedule in electronic format. Include keying system explanation, door numbers, key set symbols, hardware set numbers and special instructions. Owner must approve submitted keying schedule prior to the ordering of permanent cylinders/cores.
- D. Informational Submittals:
 - 1. Product Test Reports: Indicating compliance with cycle testing requirements, based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified independent testing agency.
- E. Operating and Maintenance Manuals: Provide manufacturers operating and maintenance manuals for each item comprising the complete door hardware installation in quantity as required in Division 01, Closeout Submittals.

1.4 QUALITY ASSURANCE

- A. **Manufacturers Qualifications:** Engage qualified manufacturers with a minimum 5 years of documented experience in producing hardware and equipment similar to that indicated for this Project and that have a proven record of successful in-service performance.
- B. **Installer Qualifications:** A minimum 3 years documented experience installing both standard and electrified door hardware similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.
- C. **Door Hardware Supplier Qualifications:** Experienced commercial door hardware distributors with a minimum 5 years documented experience supplying both mechanical and electromechanical hardware installations comparable in material, design, and extent to that indicated for this Project. Supplier recognized as a factory direct distributor by the manufacturers of the primary materials with a warehousing facility in Project's vicinity. Supplier to have on staff a certified Architectural Hardware Consultant (AHC) available during the course of the Work to consult with Contractor, Architect, and Owner concerning both standard and electromechanical door hardware and keying.
- D. **Source Limitations:** Obtain each type and variety of door hardware specified in this section from a single source unless otherwise indicated.
- E. Each unit to bear third party permanent label demonstrating compliance with the referenced standards.
- F. **Keying Conference:** Conduct conference to comply with requirements in Division 01 Section "Project Meetings." Keying conference to incorporate the following criteria into the final keying schedule document:
 - 1. Function of building, purpose of each area and degree of security required.
 - 2. Plans for existing and future key system expansion.
 - 3. Requirements for key control storage and software.
 - 4. Installation of permanent keys, cylinder cores and software.
 - 5. Address and requirements for delivery of keys.
- G. **Pre-Submittal Conference:** Conduct coordination conference in compliance with requirements in Division 01 Section "Project Meetings" with attendance by representatives of Supplier(s), Installer(s), and Contractor(s) to review proper methods and the procedures for receiving, handling, and installing door hardware.
 - 1. Prior to installation of door hardware, conduct a project specific training meeting to instruct the installing contractors' personnel on the proper installation and adjustment of their respective products. Product training to be attended by installers of door hardware (including electromechanical hardware) for aluminum, hollow metal and wood doors. Training will include the use of installation manuals, hardware schedules, templates and physical product samples as required.
 - 2. Inspect and discuss electrical roughing-in, power supply connections, and other preparatory work performed by other trades.
 - 3. Review sequence of operation narratives for each unique access controlled opening.
 - 4. Review and finalize construction schedule and verify availability of materials.
 - 5. Review the required inspecting, testing, commissioning, and demonstration procedures
- H. At completion of installation, provide written documentation that components were applied to manufacturer's instructions and recommendations and according to approved schedule.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Inventory door hardware on receipt and provide secure lock-up and shelving for door hardware delivered to Project site. Do not store electronic access control hardware, software or accessories at Project site without prior authorization.
- B. Tag each item or package separately with identification related to the final Door Hardware Schedule, and include basic installation instructions with each item or package.
- C. Deliver, as applicable, permanent keys, cylinders, cores, access control credentials, software and related accessories directly to Owner via registered mail or overnight package service. Instructions for delivery to the Owner shall be established at the "Keying Conference".

1.6 COORDINATION

- A. Templates: Obtain and distribute to the parties involved templates for doors, frames, and other work specified to be factory prepared for installing standard and electrified hardware. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing hardware to comply with indicated requirements.
- B. Door Hardware and Electrical Connections: Coordinate the layout and installation of scheduled electrified door hardware and related access control equipment with required connections to source power junction boxes, low voltage power supplies, detection and monitoring hardware, and fire and detection alarm systems.
- C. Door and Frame Preparation: Doors and corresponding frames are to be prepared, reinforced and pre-wired (if applicable) to receive the installation of the specified electrified, monitoring, signaling and access control system hardware without additional in-field modifications.

1.7 WARRANTY

- A. General Warranty: Reference Division 01, General Requirements. Special warranties specified in this Article shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.
- B. Warranty Period: Written warranty, executed by manufacturer(s), agreeing to repair or replace components of standard and electrified door hardware that fails in materials or workmanship within specified warranty period after final acceptance by the Owner. Failures include, but are not limited to, the following:
 - 1. Structural failures including excessive deflection, cracking, or breakage.
 - 2. Faulty operation of the hardware.
 - 3. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
 - 4. Electrical component defects and failures within the systems operation.
- C. Standard Warranty Period: One year from date of Substantial Completion, unless otherwise indicated.
- D. Special Warranty Periods:
 - 1. Ten years for mortise locks and latches.
 - 2. Five years for exit hardware.

3. Twenty-five years for manual surface door closer bodies.
4. Two years for electromechanical door hardware.

1.8 MAINTENANCE SERVICE

- A. Maintenance Tools and Instructions: Furnish a complete set of specialized tools and maintenance instructions as needed for Owner's continued adjustment, maintenance, and removal and replacement of door hardware.

PART 2 - PRODUCTS

2.1 FINISHES

- A. Standard: Designations used in the Hardware Sets and elsewhere indicate hardware finishes complying with ANSI/BHMA A156.18, including coordination with traditional U.S. finishes indicated by certain manufacturers for their products.
- B. Provide quality of finish, including thickness of plating or coating (if any), composition, hardness, and other qualities complying with manufacturer's standards, but in no case less than specified by referenced standards for the applicable units of hardware.
- C. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

PART 3 - EXECUTION

3.1 DOOR HARDWARE

- A. The door hardware and hardware sets shown on the Architectural Drawings represent the design intent and direction of the Owner and Architect. They are a guideline only and should not be considered a detailed hardware schedule. Discrepancies, conflicting hardware and missing items should be brought to the attention of the Architect with corrections made prior to the bidding process. Omitted items not included in a hardware set should be scheduled with the appropriate hardware required for proper application and functionality.
- B. The Supplier is responsible for handing and sizing all products as listed in the door hardware schedule on the drawings. Quantities listed are for each pair of doors, or for each single door.
- C. Examine scheduled openings, with Installer present, for compliance requirements for installation tolerances, labeled fire door assembly construction, wall and floor construction, and other conditions affecting performance.
- D. Notify Architect of any discrepancies or conflicts between the door schedule, door types, drawings and scheduled hardware. Proceed only after such discrepancies or conflicts have been resolved in writing.
- E. Products listed in the Door Hardware Sets must meet the minimum requirements described in the specification sections noted.

1. Section 08 71000 – Door Hardware

F. Manufacturers:

1. Sargent Manufacturing Co.

a. No substitution

G. Series

1. Mortise – 8200 Series

2. Cylindrical – 10X Line

3.2 PREPARATION

A. Hollow Metal Doors and Frames: Comply with ANSI/DHI A115 series.

B. Wood Doors: Comply with ANSI/DHI A115-W series.

3.3 INSTALLATION

A. Install each item of mechanical and electromechanical hardware and access control equipment to comply with manufacturer's written instructions and according to specifications.

1. Installers are to be trained and certified by the manufacturer on the proper installation and adjustment of fire, life safety, and security products including: hanging devices; locking devices; closing devices; and seals.

B. Mounting Heights: Mount door hardware units at heights indicated in following applicable publications, unless specifically indicated or required to comply with governing regulations:

1. Standard Steel Doors and Frames: DHI's "Recommended Locations for Architectural Hardware for Standard Steel Doors and Frames."
2. Wood Doors: DHI WDHS.3, "Recommended Locations for Architectural Hardware for Wood Flush Doors."
3. Where indicated to comply with accessibility requirements, comply with ANSI A117.1 "Accessibility Guidelines for Buildings and Facilities."
4. Provide blocking in drywall partitions where wall stops or other wall mounted hardware is located.

C. Retrofitting: Install door hardware to comply with manufacturer's published templates and written instructions. Where cutting and fitting are required to install door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing work specified in Division 9 Sections. Do not install surface-mounted items until finishes have been completed on substrates involved.

D. Thresholds: Set thresholds for exterior and acoustical doors in full bed of sealant complying with requirements specified in Division 7 Section "Joint Sealants."

E. Storage: Provide a secure lock up for hardware delivered to the project but not yet installed. Control the handling and installation of hardware items so that the completion of the work will not be delayed by hardware losses before and after installation.

3.4 FIELD QUALITY CONTROL

- A. Field Inspection: Supplier will perform a final inspection of installed door hardware and state in report whether work complies with or deviates from requirements, including whether door hardware is properly installed, operating and adjusted.

3.5 ADJUSTING

- A. Initial Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.

3.6 CLEANING AND PROTECTION

- A. Protect all hardware stored on construction site in a covered and dry place. Protect exposed hardware installed on doors during the construction phase. Install any and all hardware at the latest possible time frame.
- B. Clean adjacent surfaces soiled by door hardware installation.
- C. Clean operating items as necessary to restore proper finish. Provide final protection and maintain conditions that ensure door hardware is without damage or deterioration at time of owner occupancy.

3.7 DEMONSTRATION

- A. Instruct Owner's maintenance personnel to adjust, operate, and maintain mechanical and electromechanical door hardware.

END OF SECTION

SECTION 09 2900
GYPSUM DRYWALL

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

A. Work of this Section, as shown or specified, shall be in accordance with the Contract Documents.

1.2 SECTION INCLUDES

- A. Work of this Section includes all labor, materials, equipment, and services necessary to complete the gypsum drywall as shown on the drawings and/or specified herein, including, but not limited to, the following:
1. Gypsum board work for partitions, ceilings, column enclosures, furring, and elsewhere where gypsum drywall work is shown on drawings.
 2. Metal supports for gypsum drywall construction.
 3. Acoustical insulation for gypsum drywall work.
 4. Sealant for gypsum drywall work.
 5. Concealed metal reinforcing for attachment of railings, toilet partitions and other items supported on drywall partitions and walls.
 6. Taping and finishing of drywall joints.
 7. Installing rings and frames in drywall surfaces for grilles, registers and lighting fixtures.
 8. Bracing and connections.

1.3 RELATED SECTIONS

- A. Thermal Insulation - Section 072100.
- B. Hollow metal door frames - Section 081113.
- C. Access Doors - Section 083113.
- D. Painting and Finishing - Section 099000.
- E. Elevators - Division 14.
- F. Rings for grilles, registers and light fixtures - Division 23 and 26.

1.4 QUALITY ASSURANCE

- A. The following standards, as well as other standards which may be referred to in this Section, shall apply to the work of this Section:

1. The Gypsum Construction Handbook, latest edition, USG.
 2. Construction Guide, latest edition, National Gypsum.
 3. ASTM A 568 "Standard Specification for Steel, Sheet, Carbon, and High-Strength, Low-Alloy, Hot-Rolled and Cold-Rolled, General Requirements For"
 4. ASTM C 475 "Standard Specification for Joint Treatment Materials for Gypsum Wallboard Construction"
 5. ASTM C 645 "Standard Specification for Non-Structural Steel Framing Members"
 6. ASTM C 754 "Standard Specification for Installation of Steel Framing Members to Receive Screw Attached Gypsum Panel Products"
 7. ASTM C 840 "Standard Specification for Application and Finishing of Gypsum Board"
 8. ASTM C 919 "Standard Specification for Use of Sealants in Acoustical Applications"
 9. ASTM C 954 "Standard Specification for Steel Drill Screws for the Application of Gypsum Board or Metal Plaster Bases to Steel Studs From 0.033 in. to 0.112 in. in Thickness"
 10. ASTM C 1002 "Standard Specification for Steel Self-Piercing Tapping Screws for the Application of Gypsum Board"
 11. ASTM C 1177 "Standard Specification for Glass Mat Gypsum Substrate for Use as Sheathing"
 12. ASTM C 1178 "Standard Specification for Glass Mat Water Resistant Gypsum Backing Board"
 13. ASTM C 1278 "Standard Specification for Fiber-Reinforced Gypsum Panel"
 14. ASTM C 1396 "Standard Specification for Gypsum Board"
 15. ASTM D 3273 "Standard Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber"
- B. Allowable Tolerances: 1/32" offsets between planes of board faces, and 1/16" in 8'-0" for plumb, level, warp and bow.
- C. Installer: Firm with not less than five (5) years of successful experience in the installation of specified materials.

1.5 PRODUCT HANDLING AND PROTECTION

- A. Deliver, store and handle drywall work materials to prevent damage. Deliver materials in their original, unopened containers or bundles, and store where protected from moisture, damage and from exposure to the elements. Store wallboard in flat stacks.
- B. Protect wallboard from becoming wet.

1.6 ENVIRONMENTAL CONDITIONS

- A. Provide and maintain minimum temperature of fifty-five (55) degrees F. and adequate ventilation to eliminate excessive moisture within the building in the area of the drywall work for at least twenty-four

(24) hours, prior to, during and after installation of drywall work. Installation shall not start until windows are glazed and doors are installed, unless openings are temporarily closed. Space above suspended ceilings shall be vented sufficiently to prevent temperature and pressure build up.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturers for Gypsum Drywall Panels and Accessories: U.S. Gypsum Co., Georgia Pacific, CertainTeed Corporation, Lafarge North America, or National Gypsum Co. meeting specification requirements.

1. All drywall products must be manufactured in North America.

- B. Cement Board (for tile backer wherever else scheduled): 5/8" "Durock Tile Backer Board" by USG, "Wonder Board Lite" by Custom Building Products, or approved equal.

2.2 METAL SUPPORTS

A. Metal Floor and Ceiling Runners

1. Channel Type: Formed from 20 U.S. Std. gauge (unless otherwise noted) galvanized steel, width to suit channel type metal studs. Use 20 ga. top runners with 1-1/4" minimum flanges.
2. Ceiling runners and head of wall connections at rated partitions shall conform to UL #2079 for cycle movement. Provide positive mechanical connection of framing to structure, allowing for vertical movement within connections. Minimum of 20 ga. galvanized steel for clips, 25 ga. galvanized steel for ceiling runners. Providing a friction free – anti-seizure movement capacity.
 - a. As manufactured by the Steel Network, VertiClip or VertiTrack or equal made by Metal-Lite Inc.
 - b. FireTrak (including stud clips) by FireTrak Corp. or equal made by Metal-Lite Inc.
3. "J" Type: Formed from 20 U.S. Std. gauge galvanized steel, 1" x 2-1/2" or 4" wide (to suit detail) x 2-1/4" (for shaft wall).

B. Metal Studs, Framing and Furring

1. Channel Type Studs: Channel type with holes for passage of conduit formed from minimum 20 U.S. Std. gauge (unless heavier gauge is required to meet deflection limits) galvanized steel, width as shown on drawings.
2. Furring Channels: Hat shaped, formed from galvanized steel, 25 U.S. Std. gauge.
3. Where metal studs and/or framing are to be installed directly against exterior walls, install isolations strips first.
4. "C-H," "CT," or "I" Type Stud: 1-1/2" x 2-1/2", 4" or 6" wide (to suit detail) galvanized steel. Use for shaft wall construction; gauge and size as required to meet deflection limits given herein.

5. Double "E" Type Stud or "J" Track with Holding Tabs: 1" x 2-1/2", 4" or 6" wide (to suit detail) galvanized steel. Use for shaft wall construction; gauge and size as required to meet deflection limits given herein.
6. Continuous 16-gauge x 8" wide steel wall plate screwed to studs as required for support of railings, toilet partitions and other items supported on drywall partitions and walls.

2.3 GYPSUM WALLBOARD

- A. Gypsum Wall Board: 5/8" thick, fire rated by Georgia Pacific, Tough Rock Mold-Guard Fireguard X, 48" wide in maximum lengths available to minimize end-to-end butt joints. ASTM C 1396C 1396M.
- B. Cement Board: 5/8" thick wherever tile finish is noted. Durock Tile Backer Board by USG, Wonder Board by Custom Building Products. Cover joints with pressure-sensitive, woven glass fiber tape equal to Imperial Type P tape.

2.4 ACCESSORIES

- A. Acoustical Insulation: Paper-less, non-combustible, semi-rigid mineral fiber mat, 2" thick, in walls (unless otherwise indicated), 3 lb./cu. ft. maximum density; Thermafiber LLC "Thermafiber," or approved equal.
- B. Fasteners for Wall Board: USG Brand Screws; Type S Bugle Head for fastening wallboard to lighter gauge interior metal framing (up to 20 ga.). Type S-12 Bugle Head for fastening wallboard to heavier gauge interior metal framing (20 ga. to 12 ga.); Type S and Type S-12 Pan Head for attaching metal studs to door frames and runners; and Type G Bugle Head for fastening wallboard to wall board. Lengths specified below under "Part 3 - Execution" Articles and as recommended by drywall manufacturer.
- C. Laminating Adhesive: "Sheetrock Brand Joint Compound."
- D. Metal Trim - Corner Beads: For 90-degree External Corners - "Dur-A-Bead" No. 103, 27 U.S. Std. ga. galvanized steel, 1-1/4" x 1-1/4", for 90-degree external corners.
- E. Metal Trim - Edge Beads: "Sheetrock Brand Paper Faced Metal Bead and Trim."
- F. Metal Trim - Special Profiles: As selected by Architect.
- G. Metal Trim Treatment Materials and Joint Treatment Materials for Gypsum Drywall Boards: Paper tape for joint reinforcing; Setting Type (Durabond 90) or Lightweight Setting Type Joint Compound for taping and topping; and Ready Mix Compound for finishing.
 1. For mold-resistant drywall, water resistant drywall, and tile backer board, use glass mesh tape with setting joint compound that is rated 10 when tested in accordance with ASTM D 3273 and evaluated in accordance with ASTM D 3274. Acceptable joint compound is "Rapid Set One Pass" made by CTS Cement Manufacturing Corp. or "Rapid Joint" manufactured by Lafarge North America or approved equal meeting standards noted herein.
- H. Control Joints: No. 0.093, USG.
- I. Acoustical Sealant: USG "Acoustical Sealant" or "Tremco Acoustical Caulking" of Tremco Mfg. Co. or approved equal.
- J. Neoprene Gaskets: Conform to ASTM D 1056.

- K. Aluminum Reveal Trim: Extruded accessories of profiles indicated, as manufactured by Fry Reglet Corp., or equal by Pittcon Industries, Gordon, Inc., or approved equal, fabricated of 0.062" thick aluminum sheet, mill finish, of alloy and temper with not less than the strength and durability properties of ASTM B 221, Alloy 6063-T5.

PART 3 EXECUTION

3.1 INSPECTION

- A. Examine the areas and conditions where gypsum drywall is to be installed and correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of the work.

3.2 GENERAL INSTALLATION REQUIREMENTS

A. General

1. Install drywall work in accordance with drywall manufacturer's printed instructions and as indicated on drawings and specified herein.
2. All metal framing for drywall partitions shall extend from floor to underside of structural deck above. Provide for vertical deflection with positive mechanical connections of framing members to structure.
3. Provide concealed reinforcement, 16 ga. thick by eight (8) inches wide or as detailed or as recommended by manufacturer, for attachment of railings, toilet partitions, and other items to be supported on the partitions which cannot be attached to the metal framing members. Concealed reinforcement shall span between metal studs and be attached thereto using two (2) self-tapping pan head screws at each stud.
 - a. Back of drywall shall be scored or notched to prevent bulging out where reinforcement plate occurs.

- B. Fire-Rated Assemblies: Install fire-rated assemblies in accordance with requirements of authorities having jurisdiction, Underwriters' Laboratories and test results obtained and published by the drywall manufacturer, for the fire-rated drywall assembly types indicated on the drawings.

- C. Acoustical Assemblies: Install acoustically-rated assemblies to achieve a minimum STC as noted on drawings, in accordance with test results obtained and published by the drywall manufacturer, for the drywall assembly type indicated on the drawings.

D. Sealant

1. Install continuous acoustical sealant bead at top and bottom edges of wallboard where indicated or required for sound rating as wallboard is installed, and between metal trim edge beads and abutting construction.
2. Install acoustical sealant in 1/8" wide vertical control joints within the length of the wall or partitions, and in all other joints, specified below under "Control Joints." Install bead of acoustical sealant around electric switch and outlet boxes, piping, ducts, and around any other penetration in the wallboard; place sealant bead between penetrations and edge of wallboard.

3. Where sealant is exposed to view, protect adjacent surfaces from damage and from sealant material, and tool sealant flush with and in same plane as wallboard surface. Sealant beads shall be 1/4" to 3/8" diameter.

E. Wall Board Application

1. Do not install wallboard panels until steel door frames are in place; coordinate work with Section 081113, "Steel Doors and Frames."
2. See drawings for all board types. Use fire-rated wallboard for fire-rated assemblies. Use sag-resistant ceiling board for ceilings. Use water-resistant wallboard where indicated on drawings and where wallboard would be subject to moisture. Install water-resistant wallboard in full, large sheets (no scraps) to limit number of butt joints.
3. Apply wallboard with long dimension parallel to stud framing members, and with abutting edges occurring over stud flanges.
4. Install wallboard for partitions from floor to underside of structure above and secure rigidly in place by screw attachment, unless otherwise indicated.
5. Neatly cut wallboard to fit around outlets, switch boxes, framed openings, piping, ducts, and other items which penetrate wallboard; fill gaps with acoustic sealant.
6. Where wallboard is to be applied to curved surfaces, dampen wallboard on back side as required to obtain required curve. Finish surface shall present smooth, even curve without fluting or other imperfections.
7. Screw fasten wallboard with power-driven electric screw driver, screw heads to slightly depress surface of wallboard without cutting paper, screws not closer than 3/8" from ends and edges of wallboard.
8. Where studs are doubled-up, screw fasten wallboard to both studs in a staggered pattern.

F. Cementitious Backer Board

1. General: Furnish cementitious backer board in maximum available lengths. Install horizontally, with end joints over framing members.
2. Fastening: Secure cementitious backer board to each framing member with screws spaced not more than 12 inches on center and not closer than 1/2" from the edge. Install screws with a conventional screw gun so that the screw heads are flush with the surface of the board.
3. Joint Treatment: Fill space between edge of backer and receptor with dry-set Portland cement or latex-Portland cement mortar. Fill all horizontal and vertical joints and corners with dry-set Portland cement or latex-Portland cement mortar. Apply fiberglass tape over joints and corners and embed with same mortar.

G. Metal Trim: Install and mechanically secure in accordance with manufacturer's instructions; and finish with three (3) coats of joint compound, feathered and finish sanded smooth with adjacent wallboard surface, in accordance with manufacturer's instructions.

1. Corner Beads: Install specified corner beads in single lengths at all external corners, unless corner lengths exceed standard stock lengths.

2. Edge Beads: Install specified edge beads in single lengths at all terminating edges of wallboard exposed to view, where edges abut dissimilar materials, where edges would be exposed to view, and elsewhere where shown on drawings. Where indicated on drawings, seal joint between metal edge bead and adjoining surface with specified gasket, 1/8" wide minimum and set back 1/8" from face of wallboard, unless other size and profile indicated on drawings.
3. Casing beads shall be set in long lengths, neatly butted at joints. Provide casing beads at juncture of board and vertical surfaces and at exposed perimeters.

H. Joint Treatment and Spackling

1. Joints between face wallboards in the same plane, joints at internal corners of intersecting partitions and joints at internal corners of intersections between ceilings and walls or partitions shall be filled with joint compound.
2. Screw heads and other depressions shall be filled with joint compound. Joint compound shall be applied in three (3) coats, feathered and finish surface sanded smooth with adjacent wallboard surface, in accordance with manufacturer's instructions. Treatment of joints and screw heads with joint compound is also required where wallboard will be covered by finish materials which require a smooth surface, such as vinyl wall coverings.

3.3 FURRED WALLS AND PARTITIONS

- A. Use specified metal furring channels. Run metal furring channel framing members vertically, space sixteen (16) inches o.c. maximum. Install isolation strips before fastening furring channels to concrete or masonry surfaces with power-driven fasteners or concrete stub nails spaced sixteen (16) inches o.c. maximum through alternate wing flanges (staggered) of furring channel. Furring channels shall be shimmed as necessary to provide a plumb and level backing for wallboard. At inside of exterior walls, an asphalt felt protection strip shall be installed between each furring channel and the wall. Furring channel and splices shall be provided by nesting channels at least eight (8) inches and securely anchoring to concrete or masonry with two (2) fasteners in each wing.

- B. Wallboard Installation: Same as specified under Article 3.4 - "Metal Stud Partitions."

3.4 METAL STUD PARTITIONS

- A. Unless otherwise noted, steel framing members shall be installed in accordance with ASTM C 754.
- B. Runner Installation: Use channel type. Align accurately at floor according to partition layout. Anchor runners securely sixteen (16) inches o.c. maximum with power-driven anchors to floor slab, with power-driven anchors to structural slab above. See "Stud Installation" below for runners over heads of metal door frames. Where required, carefully remove sprayed-on fireproofing to allow partition to be properly installed.
- C. Stud Installation
 1. Use channel type, positioned vertically in runners, spaced as noted on drawings, but not more than sixteen (16) inches o.c.
 2. Anchor studs to floor runners with screw fasteners. Provide snap-in or slotted hole slip joint bolt connections of studs to ceiling runners leaving space for movement. Anchor studs at partition

intersections, partition corners and where partition abuts other construction to floor and ceiling runners with sheet metal screws through each stud flange and runner flange.

3. Connection at ceiling runner for non-rated partitions shall be snap-in or slotted hole slip joint bolt connection that shall allow for movement. Seal studs abutting other construction with 1/8" thick neoprene gasket continuously between stud and abutting construction.
4. Connections for fire rated partitions at ceiling runners shall conform to UL Design #2079.
5. Install metal stud horizontal bracing wherever vertical studs are cut or wallboard is cut for passage of pipes, ducts or other penetrations, and anchor horizontal bracing to vertical studs with sheet metal screws.
6. At jambs of door frames and borrowed light frames, install doubled-up studs (not back to back) from floor to underside of structural deck, and securely anchor studs to jamb anchors of frames and to runners with screws. Provide cross braces from hollow metal frames to underside of slab.
7. Over heads of door frames, install cut-to-length section of runner with flanges slit and web bent to allow flanges to overlap adjacent vertical studs, and securely anchor runner to adjacent vertical studs with sheet metal screws. Install cut-to length vertical studs from runner (over heads of door frame) to ceiling runner sixteen (16) inches maximum o.c. and at vertical joints of wallboard, and securely anchor studs to runners with sheet metal screws.
8. At control joints, in field of partition, install double-up studs (back to back) from floor to ceiling runner, with 1/4" thick continuous compressible gasket between studs. When necessary, splice studs with eight (8) inches minimum nested laps and attach flanges together with two (2) sheet metal screws in each flange. All screws shall be self-tapping sheet metal screws.

D. Wallboard Installation - Single Layer Application (Screw Attached)

1. Install wallboard with long dimension parallel to framing member and with abutting edge joints over web of framing member. Install wallboard with long dimension perpendicular to framing members above and below openings in drywall extending to second stud at each side of opening. Joints on opposite sides of wall shall be arranged so as to occur on different studs.
2. Boards shall be fastened securely to metal studs with screws as specified. Where a free end occurs between studs, back blocking shall be required. Center abutting ends over studs. Correct work as necessary so that faces of boards are flush, smooth, true.
3. Wallboard screws shall be applied with an electric screw gun. Screws shall be driven not less than 3/8" from ends or edges of board to provide uniform dimple not over 1/32" deep. Screws shall be spaced twelve (12) inches o.c. in the field of the board and 8" o.c. staggered along the abutting edges.
4. All ends and edges of wallboard shall occur over screwing members (studs or furring channels). Boards shall be brought into contact but shall not be forced into place. Where ends or edges abut, they shall be staggered. Joints on opposite sides of a partition shall be so arranged as to occur on different studs.
5. At locations where piping receptacles, conduit, switches, etc., penetrate drywall partitions, provide non-drying sealant and an approved sealant stop at cut board locations inside partition.

E. Insulation Installation: Install where indicated on drawings. Place blanket tightly between studs.

F. Deflection of Structure Above: To allow for possible deflection of structure above partitions, provide top runners for non-rated partitions with 1-1/4" minimum flanges and do not screw studs or drywall to top runner. Where positive anchorage of studs to top runner is required, anchorage device shall be by means of slotted hole (in clip connection with screw attachment to web of steel through bushings located in slots of clips), or other anchorage device approved by Architect.

G. Control Joints

1. Leave a 1/2" continuous opening between gypsum boards for insertion of surface mounted joint.
2. Back by double framing members.
3. Attach control joint to face layer with 9/16" galvanized staples six (6) inches o.c. at both flanges along entire length of joint.
4. Provide two (2) inch wide gypsum panel strip or other adequate seal behind control joint in fire rated partitions and partitions with safin insulation.

3.5 FINISHING

- A. Taping: A thin, uniform layer of compound shall be applied to all joints and angles to be reinforced. Reinforcing tape shall be applied immediately, centered over the joint, seated into the compound. A skim coat shall follow immediately but shall not function as a fill or second coat. Tape shall be properly folded and embedded in all angles to provide a true angle.
- B. Filling: After initial coat of compound has hardened, additional compound shall be applied, filling the board taper flush with the surface. The fill coat shall cover the tape and feather out slightly beyond the tape. On joints with no taper, the fill coat shall cover the tape and feather out at least four (4) inches on either side of the tape. No fill coat is necessary on interior angles.
- C. After compound has hardened, a finishing coat of compound shall be spread evenly over and extending slightly beyond the fill coat on all joints and feathered to a smooth, uniform finish. Over tapered edges, the finished joint shall not protrude beyond the plane of the surface. All taped angles shall receive a finish coat to cover the tape and taping compound and provide a true angle. Where necessary, sanding shall be done between coats and following the final application of compound to provide a smooth surface, ready for painting.
- D. Fastener Depressions: Compound shall be applied to all fastener depressions followed, when hardened by at least two (2) coats of compound, leaving all depressions level with the plane of the surface.
- E. Finishing Beads and Trim: Compound shall be applied to all bead and trim and shall be feathered out from the ground to the plane of the surface. When hardened, this shall be followed by two (2) coats of compound each extending slightly beyond the previous coat. The finish coat shall be feathered from the ground to the plane of the surface and sanded as necessary to provide a flat, smooth surface ready for decoration.
- F. Except as otherwise noted, level of finish for surface exposed to view shall conform to Level 4 of ASTM C 840 and GA-214 of the Gypsum Association.

- G. Drywall construction with defects of such character which will mar appearance of finished work, or which is otherwise defective, will be rejected and shall be removed and replaced at no expense to the Owner.

3.6 CLEANING AND ADJUSTMENT

- A. At the completion of installation of the work, all rubbish shall be removed from the building leaving floors broom clean. Excess material, scaffolding, tools and other equipment shall be removed from the building.
- B. Work shall be left in clean condition ready for painting or wall covering. All work shall be as approved by Architect.
- C. Cutting and Repairing: Include all cutting, fitting and repairing of the work included herein in connection with all mechanical trades and all other trades which come in conjunction with any part of the work, and leave all work complete and perfect after all trades have completed their work.

3.7 PROTECTION OF WORK

- A. Installer shall advise Contractor of required procedures for protecting drywall work from damage and deterioration during remainder of construction period.

END OF SECTION

SECTION 09 3013

CERAMIC TILING

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

- A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.

1.2 SECTION INCLUDES

- A. Work of this Section includes all labor, materials, equipment, and services necessary to complete the ceramic tiling work as shown on the drawings and/or specified herein, including, but not limited to, the following:
 - 1. Ceramic floor tile.
 - 2. Ceramic wall base.
 - 3. Setting beds, grout, sealant and waterproofing membrane.
 - 4. Stainless steel edging.

1.3 RELATED SECTIONS

- A. Submittals - Section 01-3330.
- B. Gypsum Drywall - Section 09-2900.

1.4 REFERENCES

- A. ANSI A108.1 Series/A118 Series - American National Standards for Installation of Ceramic Tile.
- B. ANSI A136.1 - American National Standards for Organic Adhesives for Installation of Ceramic Tile.
- C. ASTM C 150 - Standard Specification for Portland Cement.
- D. TCNA - Handbook for Ceramic, Glass and Stone Tile Installation; Tile Council of North America.
- E. ISO 13007 - International Standards Organization; Classification for Grout and Adhesives.
- F. Large Format Tile (LFT): Tile 15" or larger in any direction and/or 144 sq. in. in size.

1.5 QUALITY ASSURANCE

- A. Qualifications of Installers: For cutting, installing and grouting of ceramic tile, use only thoroughly trained and experienced journeyman tile setters who are completely familiar with the requirements of this work, and the recommendations contained in the referenced standards, and the installers are Certified Ceramic Tile Installer (CTI) through the Ceramic Tile Education Foundation (CTEF) or Tile Installer Thin Set Standards (ITS) verification through the University of Ceramic Tile and Stone.
- B. Codes and Standards: In addition to complying with all pertinent codes and regulations, comply with the following:

1. Manufacture all ceramic tile in accordance with Standard Grade Requirements of ANSI A-137.1.
2. Install all ceramic tile in accordance with the recommendations contained in "Tile Council of North America Handbook for Ceramic, Glass, and Stone Tile Installation (TCNA)," latest edition.

C. All surfaces shall have a minimum wet DCOF AcuTest value of 0.42.

1.6 SUBMITTALS

A. Samples

1. Before any ceramic tile is delivered to the job site, submit to the Architect sample panels, approx. 12" x 12", mounted on hardboard back-up with selected grout color for each color and pattern of ceramic tile and grout specified.
2. Submit samples of each accessory – 1 piece.
3. Submit samples of adhesives – 1 container.

1.7 PRODUCT HANDLING

A. Delivery and Storage

1. Deliver all materials of this Section to the job site in their original unopened containers with all labels intact and legible at time of use.
2. Store all materials under cover in a manner to prevent damage and contamination; store only the specified materials at the job site.

B. Protection: Use all means necessary to protect the materials of this Section before, during, and after installation, and to protect the installed work and materials of all other trades.

C. Replacements: In the event of damage, immediately make all repairs and replacements necessary.

1.8 PROJECT CONDITIONS

- A. Maintain environmental conditions and protect work during and after installation to comply with referenced standards and manufacturer's printed recommendations.
- B. Vent temporary heaters to exterior to prevent damage to tile work from carbon dioxide buildup.
- C. Maintain temperatures at not less than 50 deg. F. in tiled areas during installation and for 7 days after completion.

PART 2 PRODUCTS

2.1 MANUFACTURERS OF TILE

- A. Provide tile as scheduled on the drawings or approved equal meeting these specifications.
- B. Ceramic tile products shall be as manufactured by (or as otherwise indicated on drawings):
 1. American Olean Tile Company
 2. United States Ceramic Tile Company
 3. Monarch Tile Company

4. Daltile
5. Crossville Inc. Tile

2.2 TRIM AND SPECIAL SHAPES

- A. Provide external and internal corners, trim shapes at openings, and all other trim and special shapes to match the tile specified herein, as required by field conditions and drawing details.
- B. Stainless Steel Edging: Schluter "Quadec," profiles as shown.

2.3 SETTING BEDS AND GROUT

- A. Portland Cement: ASTM C 150, Type 1.
- B. Hydrated Lime: ASTM C 207, Type S.
- C. Sand: ASTM C 144, clean and graded natural sand.
- D. Latex Admixture for Mortar Bed
 1. MAPEI, Planicrete AC, blended with a 3:1 site mix.
 2. Laticrete 333.
 3. Pro Spec; Acrylic Additive.
 4. Custom Building Products; Custom Crete Thin Set Additive.
- E. Latex-Portland Cement Bond Coat, complying with ANSI A118.4 and ISO 13007, C2ES2P2 with minimum compressive strength of 400 psi.
 1. MAPEI, Keralastic System thin set mortar, consisting of Kerabond dry-set mortar and Keralastic latex admixture.
 2. Laticrete; 211 dry-set mortar and 4237 latex admixture.
 3. Pro Spec; Permalastic System consisting of Permalastic Dryset Mortar and Permalastic Admixture
 4. Custom Building Products; Pro-Lite.
- F. Improved Modified Cement Mortars, for use with LFT, complying with ANSI 118.15 and ISO 13007, CSES2PS.
 1. Custom Building Products; Mega-Lite Crack Prevention Mortar (650-725 psi).
 2. Laticrete; 220 Marble Granite Mortar (500-540 psi).
 3. Mapei; Kerabond T Keralastic (400-600 psi).
 4. Pro Spec; StayFlex 590 (460 psi).
- G. Wall Base Tile
 1. Over drywall, use ANSI A136.1-1967 Organic Adhesive for installation of Ceramic Tile, Type I and ISO 13007 D2TE. Shear strength shall be 50 psi minimum. Adhesive primer as recommended by adhesive manufacturer. Manufacturer shall certify, in writing, that adhesive and

primer used are proper types for the intended tile types and application. Conform to TCA Detail W-242.

- a. MAPEI Type 1 Mastic.
 - b. Laticrete Type 1 Adhesive.
 - c. ProSpec B-1000 Tile Adhesive.
 - d. Custom Building Products' Reliabond Adhesive Type 1.
2. Over masonry and concrete, use a mortar bed leveling coat conforming to ANSI A108.1A followed by a Latex Portland Cement Bond Coat, MAPEI, Kerabond/Keralastic System, Custom Mega Flex or equal by Laticrete or Pro Spec, conforming to ANSI A118.4, ISO 13007-C2ES2P2, and TCA Detail W-211.
 3. Over cement board, use a Latex Portland cement mortar bond coat, MAPEI, Kerabond/Keralastic System, Custom Mega Flex or equal by Laticrete or Pro Spec, conforming to ANSI A118.4, ISO 13007-C2ES2P2, and TCA Detail W-244; coat back of board with waterproof membrane as specified below.
 4. Over glass mat water resistant gypsum backer board, use a Latex Portland cement mortar bond coat, MAPEI, Kerabond/Keralastic System, conforming to ANSI A118.4, ISO 13007-C2ES2P2, and TCA Detail W-245.

H. Water: Clean, fresh and suitable for drinking.

I. Grout: Complying with A118.7; and ISO 13007, CG2WAF; for grouting ceramic tile, provide a commercial Portland cement grout "Ultracolor Plus" (additive not required) made by Mapei, Laticrete "Permacolor," or approved equal; color as selected by the Architect. Add latex additive to grout made by same manufacturer as grout.

J. Physical Properties: The setting beds and grouts must meet the following physical requirements:

1. Compressive Strength: 3000 psi min.
2. Shear Bond Strength: 500 psi min.
3. Water Absorption: 4.0% max.
4. Service Rating (ASTM C 627): Extra Heavy Duty.

K. Sealer: Seal all grout joints and all unglazed tile using "Sealer's Choice 15 Gold" as manufactured by Aqua Mix Inc. or approved equal.

L. Temporary Protective Coating: Either product indicated below that is applied in the tile manufacturer's factory and formulated to protect exposed surfaces of tile against adherence of mortar and grout; compatible with tile, mortar, and grout products; and easily removable after grouting is completed without damaging grout or tile.

1. Petroleum paraffin wax, applied hot, fully refined and odorless, containing at least 0.5 percent oil with a melting point of 120 to 140 deg. F. per ASTM D 87.
2. Grout release in form of manufacturer's standard proprietary liquid coating that is specially formulated and recommended for use as temporary protective coating for tile.

- M. Tile Cleaner: A neutral cleaner capable of removing soil and residue without harming tile and grout surfaces, specifically approved for materials and installations indicated by tile and grout manufacturers.

2.4 SEALANT

- A. Joint Backing: Preformed, compressible, resilient, non-extruding, non-staining strips of foam neoprene, foam polyethylene, or other material recommended by sealant manufacturer.
- B. Bond Breaker: Polyethylene tape, 3 mils thick, or other material recommended by sealant manufacturer.
- C. Sealant Primer: Colorless, non-staining, or type to suit substrate surface, as recommended by sealant manufacturer.
- D. Sealant: One-part silicone based sanitary sealant, conforming to ASTM C 920, Type S, Grade NS, Class 25. Sealant hardness upon full cure shall be between 20-30 Shore "A" Durometer. Color of sealant to blend with or match adjacent materials, and as selected by the Architect. Sealant shall be equivalent to 1700 Sanitary Sealant made by General Electric or approved equal.

PART 3 EXECUTION

3.1 INSPECTION

- A. Examine the areas and conditions where ceramic tile is to be installed and correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of the work.

3.2 CONDITION OF SURFACES

- A. Allowable Variations in Substrate Levels in Floors: + 1/8" in 10'-0" distance and 1/4" total max. variation from levels shown.
- B. Grind or fill concrete and masonry substrates as required to comply with allowable variations.
- C. Concrete substrates must meet ANSI A108.01 tolerances and surface textures in preparation for tile work. Coordinate with concrete trades.

3.3 PREPARATION

- A. Coordinate the following with Section 033000:
 - 1. Steel trowel and fine broom finish concrete slabs that are to receive ceramic tile. Cure concrete slabs that are to receive tile before tile application. Do not use liquid curing compounds or other coatings that may prevent bonding of tile setting materials to slabs. Slab shall be dry at time of tile installation.
 - 2. Tile floors with floor drains must have a slope to direction of 1/4" per foot; coordinate this with concrete trades.
- B. Etch concrete substrate as may be required to remove curing compounds or other substances that would interfere with proper bond of setting bed. Rinse with water to remove all traces of treatment.
- C. Blending: For tile exhibiting color variations, verify that tile has been factory blended and packaged so tile units taken from one package show same range of colors as those taken from other packages and match approved samples. If not factory blended, either return to manufacturer or blend tiles at project site before installing.

- D. Field Applied Temporary Protective Coating: Pre-coat tile with continuous film of temporary protective coating, taking care not to coat unexposed tile surfaces.

3.4 JOINTS IN TILE WORK

- A. Joint Widths: 1/16" wide in ceramic tile.
- B. Alignment: Wall, base and floor joints shall align through the field and trim. Direction and location of all joints as directed by Architect.
- C. Movement Joints: Conform to TCA Detail EJ171. Locate where movement joints are in back-up material. Provide movement joint at joints between mop receptors and ceramic tile. Provide movement joint at all vertical internal joints of wall tile. Movement joints 1/8" wide in ceramic tile. Fill all movement joints with specified backing and sealant. Use bond breaker where sufficient space for joint backing does not exist.
 - 1. Provide sealant between ceramic tile and plumbing fixtures, mirrors, pipes, countertops and other dissimilar materials penetrating or adjacent to ceramic tile.

3.5 INSTALLATION

- A. Comply with the following installation standards:
 - 1. Wall tile over drywall using organic adhesive - ANSI A136.1 and ISO 13007, D2TE.
 - 2. Wall tile over cement board or glass mat backer board using dry set mortar with latex additive - ANSI A118.4 and ISO 13007, C2ES2P2.
 - 3. Wall tile over masonry or concrete using dry set mortar with latex additive – ANSI A118.4 and ISO 13007, C2ES2P2.
 - 4. Floor tile over waterproofing membrane - ANSI A118.4, 118.5, and ISO 13007, C2ES2P2.
- B. Backs of tile must be cleaned before installation.
- C. All setting beds and/or adhesives shall provide for an average contact area of not less than 95% coverage.
- D. Allowable Variations in Finished Work: Do not exceed the following deviations from level and plumb, and from elevations, locations, slopes and alignment shown.
 - 1. Floors: 1/8" in 10'-0" run, any direction; +/- 1/8" at any location; 1/32" offset at any location.
 - 2. Walls: 1/8" in 8'-0" run, any direction; 1/8" at any location; offset at any location, 1/32".
 - 3. Joints: +/- 1/32" joint width variation of any location; 1/16" in 3'-0" run deviation from plumb and true.
- E. Handle, store, mix and apply setting and grouting materials in compliance with the manufacturer's instructions.
- F. Extend tile work into recesses and under equipment and fixtures, to form a complete covering without interruptions. Terminate work neatly at obstructions, edges and corners without disruption of pattern or joint alignment.
- G. Accurately form intersections and returns. Perform cutting and drilling of tile without marring visible surfaces. Carefully grind cut edges of tile abutting trim, finish, or built-in items for straight, aligned joints. Fit tile closely to electrical outlets, piping and fixtures so that plates, collars, or covers overlap tile.

- H. Lay tile in grid pattern. Align joints when adjoining tiles on floor, base, walls and trim are the same size. Lay out tile work and center tile fields both directions in each space or on each wall area. Adjust to minimize tile cutting. Provide uniform joint widths.

3.6 CLEANING AND PROTECTION OF CERAMIC TILE

- A. Cleaning: On completion of placement and grouting, clean all ceramic tile surfaces so they are free of foreign matter.
 - 1. Remove grout residue from tile as soon as possible.
 - 2. Clean grout smears and haze from tile according to tile and grout manufacturer's written instructions but no sooner than 10 days after installation. Use cleaners only after determining that cleaners are safe to use by testing on samples of tile and other surfaces to be cleaned. Protect metal surfaces and plumbing fixtures from effects of cleaning. Flush surfaces with clean water before and after cleaning to ensure removal of all cleaning material.
 - 3. Remove temporary protective coating by method recommended by coating manufacturer and that is acceptable to tile and grout manufacturer. Trap and remove coating to prevent drain clogging.
- B. Protect installed tile work with Kraft paper or other heavy covering during construction period to prevent staining, damage, and wear. Apply coat of sealer to all grout joints and all unglazed tile.
- C. Prohibit foot and wheel traffic from tiled floors for at least seven days after grouting is completed.
- D. Before final inspection, remove protective coverings from tile surfaces.
- E. Leave finished installation clean and free of cracked, chipped, broken, unbonded or otherwise defective tile work.

END OF SECTION

SECTION 095113

ACOUSTICAL PANEL CEILINGS

FINE FISSURED

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- A. Work of this section shall be governed by the Contract Documents. Provide materials, labor, equipment, and services necessary to furnish, deliver, and install the work of this section as shown on the drawings, as specified herein, and/or as required by job conditions.

1.2 DESCRIPTION OF WORK

- A. The Work of this Section shall include, but is not necessarily limited to the following:

1. Acoustical ceiling panels.
2. Exposed grid suspension system.
3. Wire hangers, fasteners, main runners, cross tees, and wall angle moldings.
4. Perimeter trim.

- B. The following Sections contain requirements that relate to this Section:

1. Section 095000 – Ceilings
2. Section 095114 - Acoustical Fabric Faced Panel Ceilings
3. Section 095123 – Acoustical Tile Ceilings
4. Section 095300 – Acoustical Ceiling Suspension Assemblies
5. Section 092000 – Plaster and Gypsum Board
6. Section 018131 – Sustainable Design Requirements
7. Section 018191 – Indoor Air Quality Requirements
8. Section 024200 – Removal and Salvage of Construction Materials
9. Division 23 – HVAC Air Distribution
10. Division 26 – Electrical

- C. Alternates

1. Prior Approval: Unless otherwise provided for in the Contract documents, proposed product substitutions may be submitted no later than ten (10) working days prior to the date established for receipt of bids. Acceptability of proposed substitution is contingent upon the Architect's review of the proposal for acceptability and approved products will be set forth by the Addenda.

If included in a Bid are substitute products that have not been pre-approved by the Architect and included in the Addenda, the originally specified products shall be provided without additional compensation.

2. Submittals that do not provide adequate data for the product evaluation will not be considered. The proposed substitution must meet all requirements of this section including, but not necessarily limited to, the following: single source materials suppliers, Underwriters' Laboratories Classified Acoustical performance; panel design, size, composition, color, and finish; suspension system component profiles and sizes; compliance with the referenced standards.

1.3 REFERENCES

A. American Society for Testing and Materials (ASTM):

1. ASTM A 1008 Standard Specification for Steel, Sheet, Cold Rolled, Carbon, Structural, High-Strength Low-Alloy and High-Strength Low-Alloy with Improved Formability.
2. ASTM A 641 Standard Specification for Zinc-Coated (Galvanized) Carbon Steel Wire.
3. ASTM A 653 Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process.
4. ASTM C 423 Sound Absorption and Sound Absorption Coefficients by the Reverberation Room Method.
5. ASTM C 635 Standard Specification for Metal Suspension Systems for Acoustical Tile and Lay-in Panel Ceilings.
6. ASTM C 635 Standard Specifications for Metal Suspension Systems for Acoustical Tile and Lay-in Panel Ceilings.
7. ASTM D 3273 Standard Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber.
8. ASTM E 84 Standard Test Method for Surface Burning Characteristics of Building Materials.
9. ASTM E 580 Installation of Metal Suspension Systems in Areas Requiring Moderate Seismic Restraint.
10. ASTM E 1111 Standard Test Method for Measuring the Interzone Attenuation of Ceilings Systems.
11. ASTM E 1414 Standard Test Method for Airborne Sound Attenuation Between Rooms Sharing a Common Ceiling Plenum.
12. ASTM E 1264 Classification for Acoustical Ceiling Products..

B. International Building Code

C. ASHRAE Standard 62.1-2004, Ventilation for Acceptable Indoor Air Quality

D. NFPA 70 National Electrical Code

- E. ASCE 7 American Society of Civil Engineers, Minimum Design Loads for Buildings and Other Structures
- F. International Code Council – Evaluation Services – AC 156 Acceptance Criteria for Seismic Qualification Testing of Non-structural Components
- G. International Code Council – Evaluation Services Report – Seismic Engineer Report
 - 1. ESR 1308 Armstrong Suspension Systems
- H. International Association of Plumbing and Mechanical Officials – Seismic Engineer Report
 - 1. 0244 – Armstrong Single Span Suspension System
- I. California Department of Public Health CDPH/EHLB/Standard Method v1.2 2017
- J. LEED – Leadership in Energy and Environmental Design is a set of rating systems for the design, construction, operation, and maintenance of green buildings.
- K. International Well Building Standard
- L. Mindful Materials
- M. Living Building Challenge
- N. U.S. Department of Agriculture BioPreferred program (USDA BioPreferred)
- O. Clean Rooms up to ISO Class 5 (Class 100)

1.4 SYSTEM DESCRIPTION

- A. Continuous/Wall-to-Wall

1.5 SUBMITTALS

- A. Product Data: Submit manufacturer’s technical data for each type of acoustical ceiling unit and suspension system required.
- B. Samples: Minimum 6-inch x 6-inch samples of specified acoustical panel; 8-inch long samples of exposed wall molding and suspension system, including main runner and 4-foot cross tees.
- C. Shop Drawings: Layout and details of acoustical ceilings show locations of items that are to be coordinated with or supported by the ceilings.
- D. Acoustical Certifications: Manufacturer’s certifications that products comply with specified requirements, including laboratory reports showing compliance with specified tests and standards. For acoustical performance, each carton of material must carry an approved independent laboratory classification, such as Underwriters’ Laboratory (UL), of NRC, CAC, and AC.
 - 1. If the material supplied by the acoustical subcontractor does not have an independent laboratory classification of acoustical performance on every carton, subcontractor shall be required to send material from every production run appearing on the job to an independent or NVLAP approved laboratory for testing, at the Architect’s or Owner’s discretion. All products not conforming to

manufacturer's current published values must be removed, disposed of, and replaced with complying product at the expense of the Contractor performing the work.

1.6 SUSTAINABLE MATERIALS

- A. Manufacturers will be given preference when they provide documentation to support sustainable requirements for the following: Material ingredient transparency, Removal of Red List Ingredients per LBCV3, Life Cycle impact information, Low-Emitting Materials, and Clean Air performance.
1. Health Product Declaration (HPD). The end use product has a published, complete Health Product Declaration with disclosure at a minimum of 1000ppm of known hazards in compliance with the Health Product Declaration Open Standard.
 2. Declare Label. The end use product has a published Declare label by the International Living Future Institute with disclosure of 100 ppm with a designation of Red List Free or Compliant (less than 1% proprietary ingredients).
 3. Low Emitting products with VOC emissions data. Preference will be given to manufacturers that can provide emissions data showing their products meet any of the following: CDPH/EHLB/Standard Method v1.2-2017; Indoor Air Quality Certified to SCS-105 v4.202023.
 4. Life cycle analysis. Products that have communicated life cycle data through Environmental Product Declarations (EPDs) will be preferred.
 5. End Of Life Programs/Recycling: Where applicable, manufacturers that provide the option for recycling of their products into new products at end-of-life through take-back programs will be preferred.
 6. Products meeting LEED V4 requirements including:
 - a. Storage and Collection of Recyclables
 - b. Construction and Demolition Waste Management Planning
 - c. Building Life-Cycle Impact Reduction
 - d. Building Product Disclosure and Optimization Environmental Product Declarations.
 - e. Building Product Disclosure and Optimization Sourcing of Raw Materials
 - f. Building Product Disclosure and Optimization Material Ingredients
 - g. Construction and Demolition Waste Management

1.7 QUALITY ASSURANCE

- A. Single-Source Responsibility: Provide acoustical panel units and grid components by a single manufacturer to ensure fit and function.
- B. Installer Qualifications: Company specializing in performing specified work type, a minimum of five (5) years of documented experience, and approved by the manufacturer.
- C. Fire Performance Characteristics: Identify acoustical ceiling components with appropriate markings of applicable testing and inspecting organization.

- D. Surface Burning Characteristics: Tested per ASTM E 84 and complying with ATSM E 1264 Classification.

1.8 DELIVERY, STORAGE AND HANDLING

- A. Deliver acoustical ceiling units to project site in original, unopened packages and store them in a fully enclosed space where they will be protected against damage from moisture, direct sunlight, surface contamination, and other causes.
- B. Before installing acoustical ceiling units, permit them to reach room temperature and a stabilized moisture content.
- C. Handle acoustical ceiling units carefully to avoid chipping edges or damaging units in any way.

1.9 PROJECT CONDITIONS

A. Space Enclosure:

- 1. HumiGuard Plus Ceilings: Building areas to receive ceilings shall be free of construction dust and debris. Products with HumiGuard Plus performance and hot dipped galvanized steel, aluminum, or stainless-steel suspension systems can be installed up to 120°F (49°C) and in spaces before the building is enclosed, where HVAC systems are cycled or not operating. Cannot be used in exterior applications where standing water is present or where moisture will come in direct contact with the ceiling.

1.10 ALTERNATE CONSTRUCTION WASTE DISPOSAL

- A. Ceiling material being reclaimed must be kept dry and free from debris.
- B. Before disposing of ceilings, contact the Armstrong Recycling Center at 877-276-7876, select Option #1, then #8 to review with a consultant the condition and location of building where the ceilings will be removed. The consultant will verify the condition of the material and that it meets the Armstrong requirements for recycling. The Armstrong consultant will help facilitate the process to recycle the ceiling.
- C. Recycling may qualify for LEED Credits:
 - 1. LEED 2009 – Category 4: Material and Resources (MR)
 - a. Credit MRc2: Construction Waste Management
 - 2. LEEDv4 – MRp2

1.11 WARRANTY

- A. Acoustical Panel: Submit a written warranty executed by the manufacturer, agreeing to repair or replace panels that fail within the warranty period. Failures include, but are not limited to, the following:
 - 1. Acoustical Panels with HumiGuard Max and HumiGuard Plus performance: sagging and warping.
 - 2. Acoustical Panels with BioBlock performance: growth of mold and mildew
 - 3. Grid System: rusting and manufacturer's defects

B. Warranty Period:

1. Ceiling System: Thirty (30) years from date of substantial completion

C. The Warranty shall not deprive the Owner of other rights the Owner may have under the provisions of the Contract Documents and will be in addition to and run concurrent with other warranties made by the Contractor under the requirements of the Contract Documents.

1.12 MAINTENANCE

A. Extra Materials: Deliver extra materials to Owner. Furnish extra materials described below that match products installed, packaged with protective covering for storage and identified with appropriate labels.

1. Acoustical Ceiling Units: Furnish quantity of full-size units equal to 5.0 percent (5%) of amount installed.
2. Exposed Suspension System Components: Furnish quantity of each exposed suspension component equal to 2.0 percent (2%) of amount installed.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Ceiling Panels:

1. Armstrong World Industries, Inc.

B. Suspension Systems:

1. Armstrong World Industries, Inc.

2.2 ACCOUSTICAL CEILING UNITS

A. Acoustical Panel Ceilings:

1. Surface Texture: Medium Texture
2. Composition: Mineral Fiber
3. Color: White
4. Size: 24" x 24" x 5/8"
5. Edge Profile: Angled Tegular
6. Noise Reduction Coefficient (NRC) ASTM C 423 Classified w/UL label on product carton: 0.55
7. Ceiling Attenuation Class (CAC): ASTM E 1414/E1414M; Classified with UL label on product carton: 33, 35
8. Flame Spread: ASTM E 1264; Class A
9. Light Reflectance (LR) White Panel: ASTM E 1477; 0.85
10. Dimensional Stability: Standard, HumiGuard Plus

11. Recycle Content: up to 73% total recycled content. (Total recycled content: pre-consumer, post-consumer, and post-industrial)
12. Material Ingredient Transparency: Health Product Declaration (HPD); Declare Label
13. Life Cycle Assessment: Third Party Certified Environmental Product Declaration (EPD)
14. Indoor Air Quality Certified to SCS-105 v4.2-2023
15. Basis of Design: FINE FISSURED, item # 1833 Fire Guard, as manufactured by Armstrong World Industries, Inc.
16. Substitutions: Refer to Alternates in Part 1.

2.3 METAL SUSPENSION SYSTEM

- A. Components: Main beams and cross tees, base metal and end detail, fabricated from commercial quality hot dipped galvanized steel complying with ASTM A 653. Main beams and cross tees are double-web steel construction exposed flange design. Exposed surfaces chemically cleansed, capping prefinished galvanized steel in baked polyester paint. Main beams and cross tees shall have rotary stitching.
 1. Structural Classification: ASTM C635 Intermediate or Heavy Duty
 2. Color: White or match the actual color of the selected ceiling tile, unless noted otherwise.
 3. Sustainability: Environmental Product Declaration (EPD), Health Product Declaration (HPD)
 4. Basis of Design:
 - a. Prelude XL 15/16" Fire Guard Exposed Tee as manufactured by Armstrong World Industries, Inc.
 5. Substitutions: Refer to Alternates in Part 1
- B. Attachment Devices: Size for five time design load indicated in ASTM C 635, Table 1. Direct Hung unless otherwise indicated.
- C. Wire for Hangers and Ties: ASTM A 641, Class 1 zinc coating, soft annealed, with a yield stress load of at least times three design load, but not less than 12 gauge.
- D. Edge Moldings and Trim as manufactured by Armstrong World Industries, Inc.
- E. Accessories as manufactured by Armstrong World Industries, Inc.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Do not proceed with installation until all wet work such as concrete, terrazzo, plastering, and painting has been completed and thoroughly dried out, unless expressly permitted by manufacturer's printed recommendations. (Exception: HumiGuard Max Ceilings)

3.2 PREPARATION

- A. Measure each ceiling area and establish layout of acoustical units to balance border widths at opposite edges of each ceiling. Avoid use of less than half width units at borders and comply with reflected ceiling plans. Coordinate panel layout with mechanical and electrical fixtures.
- B. Coordination: Furnish layouts for pressed inserts, clips, and other ceiling anchors whose installation is specified in other sections.
 - 1. Furnish concrete inserts and similar devices to other trades for installation well in advance of time needed for coordination of other work.

3.3 INSTALLATION

- A. Follow manufacturer installation instructions.
- B. Install suspension system and panels in accordance with the manufacturer's instructions, and in compliance with ASTM C 636 and with the authorities having jurisdiction.
- C. Suspend main beam from overhead construction with hanger wires spaced 4 feet on center along the length of the main runner. Install hanger wires plumb and straight.
- D. Install wall moldings at intersection of suspended ceiling and vertical surfaces. Miter corners where wall moldings intersect or install corner caps.
- E. For reveal edge panels: Cut and reveal or rabbet edges of ceiling panels at border areas and vertical surfaces. All the cuts shall be angled tegular,
- F. Install acoustical panels in coordination with suspended system, with edges resting on flanges of main runner and cross tees. Cut and fit panels neatly against abutting surfaces. Support edges by wall moldings.

3.4 ADJUSTING AND CLEANING

- A. Replace damaged and broken panels.
- B. Clean exposed surfaces of acoustical ceilings, including trim, edge moldings, and suspension members. Comply with manufacturer's instructions for cleaning and touch up of minor finish damage. Remove and ceiling products that cannot be successfully cleaned and/or repaired. Replaced with attic stock or new product to eliminate evidence of damage.

END OF SECTION 095113

SECTION 096723

RESINOUS FLOORING

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- A. Work of this section shall be governed by the Contract Documents. Provide materials, labor, equipment, and services necessary to furnish, deliver, and install the work of this section as shown on the drawings, as specified herein, and/or as required by job conditions.

1.2 DESCRIPTION OF WORK

- A. The Work of this Section shall include, but is not necessarily limited to, the following:
 - 1. It is the intention to install resinous flooring over the existing tile, existing concrete, and concrete patches – all prepped per manufacturer's instructions.
 - 2. Resinous flooring includes penetrating, moisture tolerant, two-component epoxy primer, a high performance, three-component, chemical resistant mortar consisting of bisphenol F epoxy resin, curing agent and selected, graded aggregates blended with inorganic pigments, a two-component, chemical-resistant bisphenol F epoxy coating and a selected, graded, large grit silica aggregate.
- B. The following Sections contain requirements that relate to this Section:
 - 1. Section 033000 – Concrete Cast in Place
 - 2. Section 079200 – Joint Sealers

1.3 SUBMITTALS

- A. Product Data: Submit manufacturer's technical data, installation instructions, and general recommendations for each resinous flooring material required. Include certification indicating compliance of materials with requirements.
- B. Samples: Submit, for verification purposes, 4-inch square samples of each type of resinous flooring required, applied to rigid backing, in color and finish indicated.
 - 1. For initial selection of colors and finishes, submit manufacturer's color charts showing full range of colors and finishes available.

1.4 QUALITY ASSURANCE

- A. Single Source Responsibility: Obtain primary resinous flooring materials including primers, resins, hardening agents, finish or sealing coats from a single manufacturer with not less than ten (10) years of successful experience in manufacturing and installing principal material described in this section. Contractor shall have completed at least five (5) projects of similar size and complexity: Stonhard or approved equal. Provide secondary materials only of type and from source recommended by manufacturer of primary materials.
- B. Pre-Installation Conference

1. General contractor shall arrange a meeting not less than thirty (30) days prior to starting work.
 2. Attendance:
 - a. General Contractor
 - b. Architect
 - c. Manufacturer and Installer's Representatives
- C. ISO 9001: All materials including primers, resins, curing agents, finish coats, aggregates, and sealants are manufactured and tested under an ISO 9001 registered quality system.

1.5 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Material shall be delivered to job site and checked by flooring contractor for completeness and shipping damage prior to job start.
- B. All materials used shall be factory pre-weighed and pre-packaged in single, easy to manage batches to eliminate on-site mixing errors. No on-site weighing or volumetric measurements allowed.
- C. Material shall be stored in a dry, enclosed area protected from exposure to moisture. Temperature of storage area shall be maintained between 60° and 85°F/16° and 30°C.

1.6 PROJECT CONDITIONS

- A. Concrete substrate shall be properly cured for a minimum of 30 days. A vapor barrier must be present for concrete subfloors on or below grade. Otherwise, an osmotic pressure-resistant grout must be installed prior to the resinous flooring.
- B. Utilities including electric, water, heat (air temperature between 60° and 85°F/16° and 30°C) and finished lighting to be supplied by General Contractor.
- C. Job area to be free of other trades during and for a period of 24 hours after floor installation.
- D. Protection of finished floor from damage by subsequent trades shall be the responsibility of the General Contractor.

1.7 WARRANTY

- A. Manufacturer shall furnish a single written warranty covering both material and workmanship for a period of one (1) full year from date of installation.

PART 2 - PRODUCTS

2.1 COLORS

- A. As selected by Architect from manufacturer's standard colors (or as indicated on drawing).

2.2 EPOXY FLOORING

- A. Stonclad HT coated with Stonkote HT4 with Texture #3 as manufactured by Stonhard, Inc., Maple Shade, NJ (800) 257-7953, is a nominal ¼" / 6mm thick system comprised of penetrating, moisture-tolerant, two-component epoxy primer, a high-performance, three-component, chemical-resistant mortar consisting of bisphenol F epoxy resin, curing agent, and selected, graded aggregates blended with inorganic pigments, a two-component, 100% solids, chemical-resistant, bisphenol F epoxy coating and a selected, graded, large grit silica aggregate.

1. Physical Properties: provide flooring system in which physical properties of topping including aggregate, when tested in accordance with standards or procedures referenced below, are as follows:

a. Compressive Strength (ASTM C 579)	11,500 psi
b. Tensile Strength (ASTM C 307)	2,200 psi
c. Flexural Strength (ASTM C 580)	5,000 psi
d. Hardness (ASTM D 2240/Shore D Durometer)	87-90
e. Impact Resistance (ASTM D 4226)	>160 in. lbs
f. Abrasion Resistance (ASTM D 4060, Tabor Abrader CS-17 wheel)	0.08 gm max. weight loss
g. Coefficient of Friction (ASTM D 2047/Neoprene Dry)	0.8.
h. Flexural Modulus of Elasticity (ASTM C 580)	1.7 x 10 ⁶ psi
i. Flammability (ASTM) D 635	Self Extinguishing Extent of burning 0.25 inches max.
j. Thermal Coefficient of Linear Expansion	2.0 x 10 ⁵ in/in°C
k. Water Absorption (ASTM C 413)	0.2%
l. Heat Resistance Limitation (for continuous exposure	200°F/93°C 250°F/122°C(for intermittent spills)
m. Cure Rate allow (At 77°F/255°C)	8 hours for foot traffic 24 hours for normal operations

2.3 JOINT SEALANT MATERIALS

- A. Type produced by manufacturer of resinous flooring system for type of service and joint condition indicated.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Substrate: Floor preparation shall be by initial power washing and mechanical means and include use of a scarifier or shot blast machine for removal of bond inhibiting materials such as curing compounds or laitance.

3.2 APPLICATION

- A. General: Apply each component of resinous flooring system in compliance with manufacturer's directions to produce a uniform monolithic wearing surface of thickness indicated, uninterrupted except at divider strips, sawn joints or other types of joints (if any), indicated or required.
- B. Primer: Mix and apply primer over properly prepared substrate with strict adherence to manufacturer's installation procedures and coverage rates. Coordinate timing of primer application with application of troweled mortar to ensure optimum adhesion between resinous flooring materials and substrate.
- C. Troweled Mortar: Mix mortar material according to manufacturer's recommended procedures. Uniformly spread mortar over substrate using manufacturer's specially designed screed box adjusted to manufacturer's recommended height. Apply hand-trowel mixed mortar over freshly primed substrate using stainless steel finishing trowels.
- D. Coating/Texture: Remove any surface imperfections by lightly abrading and vacuuming the floor surface. Mix coating according to manufacturer's recommended procedures. Squeegee apply and backroll coating with strict adherence to manufacturer's installation procedures and coverage rates. Broadcast silica aggregate into freshly rolled coating. Allow coating to cure and apply a second layer of coating according to manufacturer's recommended procedures.

3.3 FIELD QUALITY CONTROL

- A. The right is reserved to invoke the following material testing procedure at any time, and any number of times during period of flooring application.
- B. The Owner will engage service of an independent testing laboratory to sample materials being used on the job site. Samples of material will be taken, identified and sealed, and certified in presence of Contractor.
- C. Testing laboratory will perform tests for any of characteristics specified, using applicable testing procedures referenced herein, or if none referenced, in manufacturer's product data.
- D. If test results show materials being used do not comply with specified requirements, Contractor may be directed by Owner to stop work, remove non-conforming materials, pay for testing, re-apply flooring materials to properly prepared surfaces which had previously been coated with unacceptable materials.

3.4 CURING, PROTECTION AND CLEANING

- A. Cure resinous flooring materials in compliance with manufacturer's directions, taking care to prevent contamination during stages of application and prior to completion of curing process. Close area of application for a minimum of 24 hours.
- B. Protect resinous flooring materials from damage and wear during construction operation. Where temporary covering is required for this purpose, comply with manufacturer's recommendations for protective materials and method of application. General Contractor is responsible for protection and cleaning of surface after final coats.
- C. Cleaning: Remove temporary covering and clean resinous flooring just prior to final inspection. Use cleaning materials and procedures recommended by resinous flooring manufacturer.

END OF SECTION

SECTION 09 9000

PAINTING AND FINISHING

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

- A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.

1.2 SECTION INCLUDES

- A. Work of this Section includes all labor, materials, equipment, and services necessary to complete the painting and finishing as shown on the drawings and/or specified herein, including, but not limited to, the following:
 - 1. Prime painting unprimed surfaces to be painted under this Section.
 - 2. Painting all items furnished with a prime coat of paint, including touching up of or repairing of abraded, damaged or rusted prime coats applied by others.
 - 3. Painting all ferrous metal (except stainless steel) exposed to view.
 - 4. Painting all galvanized ferrous metals exposed to view.
 - 5. Painting interior concrete block exposed to view.
 - 6. Painting gypsum drywall exposed to view.
 - 7. Painting concrete floors.
 - 8. Painting of wood exposed to view, except items which are specified to be painted or finished under other Sections of these specifications. Back painting of all wood in contact with concrete, masonry or other moisture areas.
 - 9. Painting pipes, pipe coverings, conduit, ducts, insulation, hangers, supports and other mechanical and electrical items and equipment exposed to view.
 - 10. Painting surfaces above, behind or below grilles, gratings, diffusers, louvers, lighting fixtures, and the like, which are exposed to view through these items.
 - 11. Incidental painting and touching up as required to produce proper finish for painted surfaces, including touching up of factory finished items.
 - 12. Painting of any surface not specifically mentioned to be painted herein or on drawings, but for which painting is obviously necessary to complete the job, or work which comes within the intent of these specifications, shall be included as though specified.

1.3 RELATED SECTIONS

- A. Shop priming is required on some, but not all of the items scheduled to be field painted. Refer to other Sections of work for complete description.

- B. Shop Coat on Machinery and Equipment: Refer to the Sections under which various items of manufactured equipment with factory applied shop prime coats are furnished, including, but not necessarily limited to, the following Sections. All items of equipment furnished with prime coat finish shall be finish painted under this Section.
 - 1. Plumbing - Division 22.
 - 2. Heating, Ventilation and Air Conditioning – Division 23.
- C. Color Coding of Mechanical Piping and Electrical Conduits – Divisions 22 and 26.
 - 1. This Color Coding consists of an adhesive tape system and is in addition to painting of piping and conduits under this Section, as specified above.

1.4 MATERIALS AND EQUIPMENT NOT TO BE PAINTED

- A. Items of equipment furnished with complete factory finish, except for items specified to be given a finish coat under this Section.
- B. Non-ferrous metals, except for items specified and/or indicated to be painted.
- C. Finished hardware, excepting hardware that is factory primed.
- D. Surfaces not to be painted shall be left completely free of droppings and accidentally applied materials resulting from the work of this Section.

1.5 QUALITY ASSURANCE

- A. Job Mock-Up
 - 1. In addition to the samples specified herein to be submitted for approval, apply in the field, at their final location, each type and color of approved paint materials, applied 10 feet wide, floor to ceiling of wall surfaces, before proceeding with the remainder of the work, for approval by the Architect. Paint mock-ups to include door and frame assembly.
 - 2. These applications when approved will establish the quality and workmanship for the work of this Section.
 - 3. Repaint individual areas which are not approved, as determined by the Architect, until approval is received. Assume at least two paint mock-ups of each color and gloss for approval.
- B. Qualification of Painters: Use only qualified journeyman painters for the mixing and application of paint on exposed surfaces.
- C. Paint Coordination: Provide finish coats which are compatible with the prime paints used. Review other Sections of these specifications in which prime paints are to be provided to ensure compatibility of the total coatings system for the various substrates. Upon request from other subcontractors, furnish information on the characteristics of the finish materials proposed to be used, to ensure that compatible prime coats are used. Provide barrier coats over incompatible primers or remove and re-prime as required. Notify the Architect in writing of any anticipated problems using the coating systems as specified with substrates primed by others.

- D. All paints must conform to the Volatile Organic Compounds (VOC) standards of prevailing codes and ordinances.

1.6 SUBMITTALS

A. Materials List

1. Before any paint materials are delivered to the job site, submit to the Architect a complete list of all materials proposed to be furnished and installed under this portion of the work.
2. This shall in no way be construed as permitting substitution of materials for those specified or accepted for this work by the Architect.

B. Samples

1. Accompanying the materials list, submit to the Architect copies of the full range of colors available in each of the proposed products.
2. Upon direction of the Architect, prepare and deliver to the Architect two (2) identical sets of Samples of each of the selected colors and glosses painted onto 8-1/2" x 11" x 1/4" thick material; whenever possible, the material for Samples shall be the same material as that on which the coating will be applied in the work.

- C. Manufacturer's Recommendations: In each case where material proposed is not the material specified or specifically described as an acceptable alternate in this Section of these specifications, submit for the Architect's review the current recommended method of application published by the manufacturer of the proposed material.

D. Closeout Submittal

1. Coating Maintenance Manual: Upon conclusion of the project, the Contractor shall furnish a coating maintenance manual such as Sherwin Williams "Custodian Project Color and Product Information" report or equal. Manual shall include an Area Summary with finish schedule, Area Detail designating where each product/color/finish was used, product data pages, MSDS, care and cleaning instructions, touch-up procedures, and color samples of each color and finish used.

1.7 PRODUCT HANDLING

- A. Deliver all paint materials to the job site in their original unopened containers with all labels intact and legible at time of use.

B. Protection

1. Store only the approved materials at the job site, and store only in a suitable and designated area restricted to the storage of paint materials and related equipment.
2. Use all means necessary to ensure the safe storage and use of paint materials and the prompt and safe disposal of waste.
3. Use all means necessary to protect paint materials before, during and after application and to protect the installed work and materials of all other trades.

- C. Replacements: In the event of damage, immediately make all repairs and replacements necessary.

1.8 EXTRA STOCK

- A. Upon completion of this portion of the Work, deliver to the Owner an extra stock of paint equaling approximately ten (10) percent of each color and gloss used and each coating material used, with all such extra stock tightly sealed in clearly labeled containers.

1.9 JOB CONDITIONS

- A. Apply water-based paints only when the temperature of surfaces to be painted and the surrounding air temperatures are between 50 degrees F. and 90 degrees F., unless otherwise permitted by the paint manufacturer's printed instructions.
- B. Apply solvent-thinned paints only when the temperature of surfaces to be painted and the surrounding air temperatures are between 45 degrees F. and 95 degrees F. unless otherwise permitted by the paint manufacturer's printed instructions.
- C. Do not apply paint in snow, rain, fog or mist; or when the relative humidity exceeds eighty-five (85) percent; or to damp or wet surfaces; unless otherwise permitted by the paint manufacturer's printed instructions.
- D. Painting may be continued during inclement weather only if the areas and surfaces to be painted are enclosed and heated within the temperature limits specified by the paint manufacturer during application and drying periods.

PART 2 PRODUCTS

2.1 PAINT MANUFACTURERS

- A. Except as otherwise noted, provide the painting products listed for all required painting made by one of the manufacturers listed in the paint schedule (Section 2.4). These companies are Benjamin Moore, PPG (PPG Paints), and Sherwin Williams (S-W). Comply with number of coats and required minimum mil thicknesses as specified herein.

2.2 MATERIALS

- A. Provide undercoat paint produced by the same manufacturer as the finish coats. Use only thinners approved by the paint manufacturer and use only to recommended limits.
- B. Colors and Glosses: All colors and glosses shall be as selected by the Architect. Certain colors will require paint manufacturer to prepare special factory mixes to match colors selected by the Architect. Color schedule (with gloss) shall be furnished by the Architect.
- C. Coloring Pigment: Products of or furnished by the manufacturer of the paint or enamel approved for the work.
- D. Linseed Oil: Raw or boiled, as required, of approved manufacture, per ASTM D 234 and D 260, respectively.

- E. Turpentine: Pure distilled gum spirits of turpentine, per ASTM D 13.
- F. Shellac: Pure gum shellac (white or orange) cut in pure denatured alcohol using not less than four (4) lbs. of gum per gallon of alcohol.
- G. Driers, Putty, Spackling Compound, Patching Plaster, etc.: Best quality, of approved manufacture.
- H. Heat Resistant Paint: Where required, use heat resistant paint when applying paint to heating lines and equipment.

2.3 GENERAL STANDARDS

- A. The various surfaces shall be painted or finished as specified below in Article 2.4. However, the Architect reserves the right to change the finishes within the range of flat, semi-gloss or gloss, without additional cost to the Owner.
- B. All paints, varnishes, enamels, lacquers, stains and similar materials must be delivered in the original containers with the seals unbroken and label intact and with the manufacturer's instructions printed thereon.
- C. All painting materials shall bear identifying labels on the containers with the manufacturer's instructions printed thereon.
- D. Paint shall not be badly settled, caked or thickened in the container, shall be readily dispersed with a paddle to a smooth consistency and shall have excellent application properties.
- E. Paint shall arrive on the job color-mixed except for tinting of under-coats and possible thinning.
- F. All thinning and tinting materials shall be as recommended by the manufacturer for the particular material thinned or tinted.
- G. It shall be the responsibility of the Contractor to see that all mixed colors match the color selection made by the Architect prior to application of the coating.

2.4 SCHEDULE OF FINISHES

A. High Performance Coating on Exterior Galvanized Ferrous Metals

First Coat:	"27 Typoxy" or "N69 Epoxoline II" by Tnemec; "Intergard 345" by International Protective Coatings; "Carboguard 893 SG" or "Carboguard 888" by Carboline; "Devran 203 WB Epoxy Primer" by PPG; Epoxy Mastic Coating V 160 Series by Cortech/Moore or "Recoatable Epoxy Primer 867-45" by Sherwin Williams.
Second Coat:	"V73 Endura Shield" or "1074/1075" by Tnemec; "Interthane 870UHS" or "990 UHS" by International Protective Coatings; "Carbothane 133 LH" by Carboline; "Devthane 379UH Aliphatic Vizethne" by PPG; Acrylic Aliphatic Urethane V 500 (Gloss) or V 510 (Semi-Gloss) by Corotech/Moore or "Hi-Solids Urethane B65- 300/350" by Sherwin Williams.

B. High Performance Coating on Exterior Non-Galvanized Ferrous Metals

Prime Coat: "Tneme-Zinc 90/97" by Tnemec; "Interzinc 52" or "315" by International Protective Coatings; "Carbozinc 859, Class B" by Carboline; "Cathacoat 302V Reinforced Inorganic Zinc Primer" by PPG; Organic Zinc Rich Primer V 170 by Corotech/Moore or "Zinc Clad II Plus Inorganic Zinc Rich Coating B69V212" by Sherwin Williams.

Second Coat: "27 Typoxy" or "N69 Epoxoline II" by Tnemec; "Intergard 345" by International Protective Coatings; "Carboguard 893 SG" or "Carboguard 888" by Carboline; "Bar-Rust 231V Multi-Purpose Epoxy Mastic" by PPG; Epoxy Mastic Coating V 160 Series by Corotech/Moore or "Macropoxy 646 I.C. Epoxy B58-600" by Sherwin Williams.

Third Coat: "V73 Endura Shield" or "1074/1075" by Tnemec; "Interthane 870UHS" or "990 UHS" by International Protective Coatings; "Carbothane 133 LH" by Carboline; "Devthane 379 UH Aliphatic Urethane" by PPG; Acrylic Aliphatic Urethane V 500 (Gloss) or V 510 (Semi-Gloss) by Corotech/Moore or "Hi-Solids Polyurethane B65-300/350" by Sherwin Williams.

C. Interior Ferrous Metal

Satin Finish/Latex

Primer: Benj. Moore Super Spec-HP Acrylic Metal Primer (P04)
S-W Pro Industrial Pro-Cryl Universal Primer B66-310
PPG 90-912 Series Pitt-Tech Plus Int/Ext DTM Industrial Primer

First Coat: Benj. Moore Ultra Spec-HP DTM Acrylic Low Luster P25
S-W Pro-Classic Waterborne Acrylic Satin, B20
PG 16-551/16-599 Series Pitt-Glaze WB Water Borne Acrylic Epoxy

Second Coat: Benj. Moore Ultra Spec-HP DTM Acrylic Low Luster P25
S-W Pro-Classic Waterborne Acrylic Satin, B20
PPG 16-551/16-599 Series Pitt-Glaze WB Water Borne Acrylic Epoxy
a. Total DFT not less than: 3.9 mils

Semi-Gloss Finish/Latex

Primer: Benj. Moore Super Spec-HP Acrylic Metal Primer (P04)
S-W Pro Industrial Pro-Cryl Universal Primer B66-310
PPG 90-912 Series Pitt-Tech Plus Int/Ext DTM Industrial Primer

First Coat: Benj. Moore Ultra Spec HP DTM Acrylic Semi-Gloss (P29)
S-W Pro-Classic Waterborne Acrylic Semi-Gloss, B31
PPG 6-4510XI Series Speedhide Zero Interior Zero VOC Latex Semi-Gloss

Second Coat: Benj. Moore Ultra Spec HP DTM Acrylic Semi-Gloss (P29)
S-W Pro-Classic Waterborne Acrylic Semi-Gloss, B31
PPG 6-4510XI Series Speedhide Zero Interior Zero VOC Latex Semi-Gloss
a. Total DFT not less than: 4.0 mils

D. Interior Concrete Block

Flat Finish/Vinyl Acrylic Latex over Filler

Block Filler: Benj. Moore Super Spec Masonry Int./Ext. High Build Block Filler (206)
S-W Preprite Block Filler, B25W25
PPG 6-7 SpeedHide® Int/Ext Masonry Block Filler Latex

First Coat: Benj. Moore Ultra Spec 500 Interior Flat Latex (N536)
S-W Promar 200 Zero VOC Interior Latex Flat, B30-2600
PPG 6-4110XI Series Speedhide Zero Interior Zero VOC Latex Flat

Second Coat: Benj. Moore Ultra Spec 500 Interior Flat Latex (N536)
S-W Promar 200 Zero VOC Interior Latex Flat, B30-2600
PPG 6-4110XI Series Speedhide Zero Interior Zero VOC Latex Flat
a. Total DFT not less than: 10.7 mils

Eggshell Finish/Vinyl Acrylic Latex Over Filler

Block Filler: Benj. Moore Super Spec Masonry Int./Ext. High Build Block Filler (206)
S-W Preprite Block Filler, B25W25
PPG 6-7 SpeedHide® Int/Ext Masonry Block Filler Latex

First Coat: Benj. Moore Ultra Spec 500 Interior Latex Eggshell (N538)
S-W Promar 200 Zero VOC Interior Latex Eggshell, B20-2600
PPG 6-4310XI Series Speedhide Zero Interior Zero VOC Latex Eggshell

Second Coat: Benj. Moore Ultra Spec 500 Interior Latex Eggshell (N538)
S-W Promar 200 Zero VOC Interior Latex Eggshell, B30-2600
PPG 6-4310XI Series Speedhide Zero Interior Zero VOC Latex Eggshell
a. Total DFT not less than: 10.9 mils

Semi-Gloss Finish/Vinyl Acrylic Latex over Filler

Block Filler: Benj. Moore Super Spec Masonry Int./Ext. High Build Block Filler (206)
S-W Preprite Block Filler, B25W25
PPG 6-7 SpeedHide® Int/Ext Masonry Block Filler Latex

First Coat: Benj. Moore Ultra Spec 500 Interior Latex Gloss (N540)
S-W Promar 200 Zero VOC Interior Latex S. Gloss, B31-2600
PPG 6-4510XI Series Speedhide Zero Interior Zero VOC Latex Semi-Gloss

Second Coat: Benj. Moore Ultra Spec 500 Interior Latex Gloss (N540)
S-W Promar 200 Zero VOC Interior Latex S. Gloss, B31-2600
PPG 6-4510XI Series Speedhide Zero Interior Zero VOC Latex Semi-Gloss
a. Total DFT not less than: 10.7 mils

E. Interior Drywall

Semi-Gloss/Vinyl Acrylic Latex - in Bathrooms

Primer: Benj. Moore Ultra Spec 500 Interior Latex Primer (N534)
S-W Promar 200 Interior Latex Primer
PPG 6-4900XI Series Speedhide Zero Interior Zero VOC Latex Sealer

First Coat: Benj. Moore Ultra Spec 500 Latex Semi-Gloss
S-W Promar 200 Zero VOC Interior Latex Semi-Gloss
PPG 6-4110XI Series Speedhide Zero Interior Zero VOC Latex Semi-Gloss

Second Coat: Benj. Moore Ultra Spec 500 Latex Semi-Gloss (N536)
S-W Promar 200 Zero VOC Interior Latex Semi-Gloss
PPG 6-4110XI Series Speedhide Zero Interior Zero VOC Latex Semi-Gloss
a. Total DFT not less than: 3.6 mils

Eggshell Finish/Vinyl Acrylic Latex – all Other Spaces

Primer: Benj. Moore Ultra Spec 500 Interior Latex Primer (N534)
S-W Promar 200 Interior Latex Primer,
PPG 6-4900XI Speedhide Zero Interior Zero VOC Latex Sealer

First Coat: Benj. Moore Ultra Spec 500 Interior Latex Eggshell (N538)
S-W Promar 200 Zero VOC Interior Latex Egg-Shell, B20-2600
PPG 6-4310XI Series Speedhide Zero Interior Zero VOC Latex Eggshell

Second Coat: Benj. Moore Ultra Spec 500 Interior Latex Eggshell (N538)
S-W Promar 200 Zero VOC Interior Latex Egg-Shell B20-2600
PPG 6-4310XI Series Speedhide Zero Interior Zero VOC Latex Eggshell
a. Total DFT not less than: 3.8 mils

F. Interior Painted Wood

Satin Finish/Latex

Primer: Benj. Moore Advance Waterborne Int. Alkyd Primer (790)
S-W Premium Wall and Wood Primer B28W111
PPG 6-4900XI Speedhide Zero Interior Zero VOC Latex Sealer

First Coat: Benj. Moore Advance Waterborne Int. Alkyd Satin (792)
S-W Pro Classic Interior WB, Acrylic/Alkyd Classic B20.
PPG 6-4410XI Series Speedhide Zero Interior Zero VOC Latex Satin

Second Coat: Benj. Moore Advance Waterborne Int. Alkyd Satin (792)
S-W Pro Classic Interior WB, Acrylic/Alkyd Classic B20.
PPG 6-4410XI Series Speedhide Zero Interior Zero VOC Latex Satin
a. Total DFT not less than: 4.0 mils

Semi-Gloss Finish/Latex

Primer: Benj. Moore Advance Waterborne Int. Alkyd Primer (790)
S-W Premium Wall and Wood Primer B28W111
PPG 6-4900XI Speedhide Zero Interior Zero VOC Latex Sealer

First Coat: Benj. Moore Advance Waterborne Int. Alkyd (793)
S-W Pro Classic Interior WB, Acrylic/Alkyd Classic Semi-Gloss B31
PPG 6-4510XI Series Speedhide Zero Interior Zero VOC Latex Semi-Gloss

Second Coat: Benj. Moore Advance Waterborne Int. Alkyd (793)
S-W Pro Classic Interior WB, Acrylic/Alkyd Classic Semi-Gloss B31
PPG 6-4510XI Series Speedhide Zero Interior Zero VOC Latex Semi-Gloss
a. Total DFT not less than: 3.8 mils

G. Exterior Wood: Siding, Trim, Shutters, Sashes, Hardboard-Bare/Primed

Semi-Gloss Finish: Wood Trim

First Coat: Benj. Moore Fresh Start High-Hiding All Purpose Primer 046.

Second Coat: Benj. Moore Ultra Spec HP D.T.M. Acrylic Semi-Gloss Enamel, HP29

Third Coat: Benj. Moore Ultra Spec HP D.T.M. Acrylic Semi-Gloss Enamel, HP29.

Satin Finish – Early Moisture Resistant Finish: Wood Siding

First Coat: Benj. Moore Fresh Start High-Hiding All Purpose Primer 046.

Second Coat: Benj. Moore Regal Select Exterior High-Build Low Lustre N401

Third Coat: Benj. Moore Regal Select Exterior High-Build Low Lustre N401.

H. Concrete Floor Paint – Entire Basement Floor

Primer: Corotech V155 Solid Epoxy Pre-Primer.

First Coat: Corotech V440 Waterborne Amine Epoxy.

Second Coat: Corotech V440 Waterborne Amine Epoxy.
Non-Slip Aggregate: Broadcast Corotech V630 Anti-Slip Aggregate.

I. Concrete Sealer – Pan Stair Horizontal Surfaces

1. Ghostshield Lithi-Tek 9500 or approved equal installed in accordance with manufacturer's specifications.

2.5 EXISTING SURFACES TO BE PAINTED

- A. Existing surfaces shall be painted in accordance with schedule given in Article 2.4 herein except that first or prime coat may be eliminated where existing paint is sound. Where existing paint must be removed down to base material, provide first or prime coat as specified.

2.6 PIPING AND MECHANICAL EQUIPMENT EXPOSED TO VIEW

- A. Paint all exposed piping, conduits, ductwork and mechanical and electrical equipment. Use heat resisting paint when applied to heating lines and equipment. The Contractor is cautioned not to paint or otherwise disturb moving parts in the mechanical systems. Mask or otherwise protect all parts as required to prevent damage.
- B. Exposed Uncovered Ductwork, Piping, Hangers and Equipment: Latex Enamel Undercoater and one (1) coat Acrylic Latex Flat.
- C. Exposed Covered Piping, Duct Work and Equipment: Primer/Sealer and one (1) coat Acrylic Latex Flat.
- D. Panel Boards, Grilles and Exposed Surfaces of Electrical Equipment: Latex Enamel Undercoater and two (2) coats Latex Semi-Gloss.
- E. Equipment or Apparatus with Factory-Applied Paint: Refinish any damaged surfaces to match original finish. Do not paint over name plates and labels.
- F. All surfaces of insulation and all other work to be painted shall be wiped or washed clean before any painting is started.
- G. All conduit, boxes, distribution boxes, light and power panels, hangers, clamps, etc., are included where painting is required.
- H. All items of Mechanical and Electrical trades which are furnished painted under their respective Contracts shall be carefully coordinated with the work of this Section so as to leave no doubt as to what items are scheduled to be painted under this Section.

PART 3 EXECUTION

3.1 INSPECTION

- A. Examine the areas and conditions where painting and finishing are to be applied and correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of the work.

3.2 GENERAL WORKMANSHIP REQUIREMENTS

- A. Only skilled mechanics shall be employed. Application may be by brush or roller. Spray application only upon acceptance from the Architect in writing.
- B. The Contractor shall furnish the Architect a schedule showing when he expects to have completed the respective coats of paint for the various areas and surfaces. This schedule shall be kept current as the job progresses.
- C. The Contractor shall protect his work at all times and shall protect all adjacent work and materials by suitable covering or other method during progress of his work. Upon completion of the work, he shall remove all paint and varnish spots from floors, glass and other surfaces. He shall remove from the premises all rubbish and accumulated materials of whatever nature not caused by others and shall leave his part of the work in clean, orderly and acceptable condition.
- D. Remove and protect hardware, accessories, device plates, lighting fixtures, and factory finished work, and similar items, or provide ample in place protection. Upon completion of each space, carefully replace all removed items by workmen skilled in the trades involved.
- E. Remove electrical panel box covers and doors before painting walls. Paint separately and re-install after all paint is dry.
- F. All materials shall be applied under adequate illumination, evenly spread and flowed on smoothly to avoid runs, sags, holidays, brush marks, air bubbles and excessive roller stipple.
- G. Coverage and hide shall be complete. When color, stain, dirt or undercoats show through final coat of paint, the surface shall be covered by additional coats until the paint film is of uniform finish, color, appearance and coverage, at no additional cost to the Owner.
- H. All coats shall be dry to manufacturer's recommendations before applying succeeding coats.
- I. Do not apply paint behind frameless mirrors that use mastic for adhering to wall surface.

3.3 PREPARATION OF SURFACES

- A. Existing Surfaces: Clean existing surfaces requiring paint or finishing, remove all loose and flaking paint or finish and sand surface smooth as required to receive new paint or finish. No "telegraphing" of lines, ridges, flakes, etc., through new surfacing is permitted. Where this occurs, Contractor shall be required to sand smooth and re-finish until surface meets with Architect's approval.
- B. General

1. The Contractor shall be held wholly responsible for the finished appearance and satisfactory completion of painting work. Properly prepare all surfaces to receive paint, which includes cleaning, sanding, and touching-up of all prime coats applied under other Sections of the work. Broom clean all spaces before painting is started. All surfaces to be painted or finished shall be perfectly dry, clean and smooth.
2. Perform all preparation and cleaning procedures in strict accordance with the paint manufacturer's instructions and as herein specified, for each particular substrate condition.
3. Clean surfaces to be painted before applying paint or surface treatments. Remove oil and grease with clean cloths and cleaning solvents prior to mechanical cleaning. Program the cleaning and painting so that dust and other contaminants from the cleaning process will not fall in wet, newly painted surfaces.

C. Metal Surfaces

1. Weld Fluxes: Remove weld fluxes, splatters, and alkali contaminants from metal surfaces in an approved manner and leave surface ready to receive painting.
2. Bare Metal: Thoroughly clean off all foreign matter such as grease, rust, scale and dirt before priming coat is applied. Clean surfaces, where solder flux has been used, with benzene. Clean surfaces by flushing with mineral spirits. For aluminum surfaces, wipe down with an oil free solvent prior to application of any pre-treatment.
 - a. Bare metal to receive high performance coating specified herein must be blast cleaned SSPC SP-6 prior to application if field applied primer; coordinate with steel trades furnishing ferrous metals to receive this coating to ensure that this cleaning method is followed.
3. Shop Primed Metal: Clean off foreign matter as specified for "Bare Metal." Prime bare, rusted, abraded and marred surfaces with approved primer after proper cleaning of surfaces. Sandpaper all rough surfaces smooth.
4. Galvanized Metal: Prepare surface as per the requirements of ASTM D 6386.
5. Metal Filler: Fill dents, cracks, hollow places, open joints and other irregularities in metal work to be painted with an approved metal filler suitable for the purpose and meeting the requirements of the related Section of work; after setting, sand to a smooth, hard finish, flush with adjoining surface.

D. Gypsum Drywall Surfaces: Scrape off all projections and splatters, spackles all holes or depressions, including taped and spackled joints, sand smooth. Conform to standards established in Section 092900, "Gypsum Drywall."

E. New Wood Surfaces: Sand to remove all roughness, loose edges, splinters, or splinters and then brush to remove dust. Wash off grease or dirt with an approved cleaner. Fill all cracks, splits, nail holes, screw holes, and surface defects with putty after the priming coat has been applied. Putty shall be brought up flush with the surface and sanded smooth and touched-up with primer when dry.

F. Testing for Moisture Content: Contractor shall test all masonry and drywall surfaces for moisture content using a reliable electronic moisture meter. Contractor shall also test latex type fillers for moisture content before application of top coats of paint. Do not apply any paint or sealer to any surface or to latex type filler where the moisture content exceeds seven (7) percent as measured by the electronic moisture meter.

Exterior wood shall not exceed fifteen percent (15%) moisture content, measured in accordance with ASTM D4442.

G. Touch-Up: Prime paint all patched portions in addition to all other specified coats.

3.4 MATERIALS PREPARATION

- A. Mix and prepare painting materials in strict accordance with the manufacturer's directions.
- B. Store materials not in actual use in tightly covered containers. Maintain containers used in storage, mixing, and application of paint in a clean condition, free of foreign materials and residue.
- C. Stir all materials before application to produce a mixture of uniform density, and as required during the application of the materials. Do not stir any film which may form on the surface into the material. Remove the film and, if necessary, strain the material before using.
- D. Tint each undercoat a lighter shade to facilitate identification of each coat where multiple coats of the same material are to be applied. Tint undercoats to match the color of the finish coat but provide sufficient difference in shade of undercoats to distinguish each separate coat.

3.5 APPLICATION

A. General

- 1. Apply paint by brush or roller in accordance with the manufacturer's directions. Use brushes best suited for the type of material being applied. Use rollers of carpet, velvet back, or high pile sheep's wool as recommended by the paint manufacturer for material and texture required.
- 2. The number of coats and paint film thickness required is the same regardless of the application method. Do not apply succeeding coats until the previous coat has completely dried. Sand between each enamel or varnish coat application with fine sandpaper or rub surfaces with pumice stone where required to produce an even, smooth surface in accordance with the coating manufacturer's directions.
- 3. Apply additional coats when undercoats, stains, or other conditions show through the final coat of paint, until the paint film is of uniform finish, color and appearance. Give special attention to ensure that all surfaces, including edges, corners, crevices, welds, and exposed fasteners receive a film thickness equivalent to that of flat surfaces.
- 4. Paint surfaces behind movable equipment and furniture the same as similar exposed surfaces. Paint surfaces behind permanently fixed equipment or furniture with prime coat only.
 - a. "Exposed surfaces" is defined as those areas visible when permanent or built-in fixtures, convactor covers, covers for finned tube radiation, grilles, etc., are in place in areas scheduled to be painted.
- 5. Paint interior surfaces of ducts, where visible through registers or grilles, with a flat, non-specular black paint, before final installation of equipment.
- 6. Paint the back sides of access panels, removable or hinged covers to match the exposed surfaces.
- 7. Finish doors on tops, bottoms, and side edges the same as the faces, unless otherwise indicated.

8. Enamel finish applied to wood or metal shall be sanded with fine sandpaper and then cleaned between coats to produce an even surface.
9. Paste wood filler applied on open grained wood after beginning to flatten, shall be wiped across the grain of the wood, then with a circular motion, to secure a smooth, filled, clean surface with filler remaining in open grain only. After overnight dry, sand surface with the grain until smooth before applying specified coat.

B. Scheduling Painting

1. Apply the first coat material to surfaces that have been cleaned, pre-treated or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
2. Allow sufficient time between successive coatings to permit proper drying. Do not re-coat until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and the application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.

- C. Prime Coats: Re-coat primed and sealed walls and ceilings where there is evidence of suction spots or unsealed areas in first coat, to assure a finish coat with no burn-through or other defects due to insufficient sealing.
- D. Pigmented (Opaque) Finishes: Completely cover to provide an opaque, smooth surface of uniform finish, color, appearance and coverage.
- E. Touching-Up of Factory Finishes: Unless otherwise specified or shown, materials with a factory finish shall not be painted at the project site. To touch up, the Contractor shall use the factory finished material manufacturer's recommended paint materials to repair abraded, chipped, or otherwise defective surfaces.

3.6 PROTECTION

- A. Protect work of other trades, whether to be painted or not, against damage by the painting and finishing work. Leave all such work undamaged. Correct any damages by cleaning, repairing or replacing, and repainting, as acceptable to the Architect.
- B. Provide "Wet Paint" signs as required to protect newly painted finishes. Remove temporary protective wrappings provided by others for protection of their work after completion of painting operations.

3.7 CLEAN UP

- A. During the progress of the work, remove from the site all discarded paint materials, rubbish, cans and rags at the end of each work day.
- B. Upon completion of painting work, clean window glass and other paint spattered surfaces. Remove spattered paint by proper methods of washing and scraping, using care not to scratch or otherwise damage finished surfaces.
- C. At the completion of work of other trades, touch-up and restore all damaged or defaced painted surfaces.

END OF SECTION

SECTION 10 1400
INTERIOR SIGNAGE

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

- A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.

1.2 SECTION INCLUDES

- A. Work of this Section includes all labor, materials, equipment, and services necessary to complete the signage as shown on the drawings and/or specified herein, including the following:
 - 1. Interior panel signs.
 - 2. Wall signage.

1.3 RELATED SECTIONS

- A. Exit signs - Division 26.

1.4 QUALITY ASSURANCE

- A. For actual installation of signage, use only personnel who are thoroughly familiar with the manufacturer's recommended methods of installation and who are completely trained in the required skills.

1.5 SUBMITTALS

- A. Product Data: Submit manufacturer's technical data and installation instructions for each type of signage required.
- B. Samples: Submit samples of each type of signage showing finishes, colors, surface textures and qualities of manufacture and design of each sign component including graphics.
- C. Shop Drawings: Submit shop drawings for fabrication and erection of signage. Include plans, elevations, and large-scale details of sign wording and lettering layout. Show anchorage and accessory items. Furnish location template drawings for items supported or anchored to permanent construction.

1.6 PRODUCT HANDLING

- A. Protection: Use all means necessary to protect the materials of this Section before, during, and after installation, and to protect the installed work and materials of all other trades.
- B. Replacements: In the event of damage, immediately make all repairs and replacements necessary.

PART 2 PRODUCTS

2.1 INTERIOR PANEL SIGNS

- A. Provide fire egress, floor, and other signs required by Code as selected by the Architect.
 - 1. Interior Panel Signs: Provide smooth sign panel surfaces constructed to remain flat under installed conditions within a tolerance of plus or minus 1/16 inch measured diagonally from

corner to corner. Comply with requirements indicated for finishes, colors, designs, shapes, sizes, and details of construction (as selected by the Architect).

2. Engraved Copy: Machine engrave letters, numbers, symbols, and other graphic devices into panel sign on face indicated to produce precisely formed copy, incised to uniform depth. Fill engraved copy with enamel.
3. Tactile Characters: Characters and Grade 2 Braille raised 1/32 inch above surfaces, in contrasting color.

B. Project Colors and Finishes

1. Typography: Standard extended medium.
2. Sign Insert Background: Colors as selected by the Architect.
3. End Cap/Frame: Slimline.
4. Accents: Colors as selected by the Architect.
5. Finishes: Matte, 11 to 19 degree on a 60-degree glossimeter.

C. Provide products produced by System 2/90, 5510 33rd St. S. E., Grand Rapids, MI 49512, (800) 777-4310, Fax (616) 949-5959 or approved equal.

1. General: The sign system is comprised of sign types families that are identified by letters and numbers which identify a particular group of sign components and sizes. An additional set of letters identifies a specific style of sign within that family.
2. Sign Types: Part Number & Style: System 2/90.

2.2 SITE AND WALL SIGNAGE

- A. Provide cellular PVC materials as detailed on the drawings.

PART 3 EXECUTION

3.1 INSPECTION

- A. Examine the areas and conditions where signage is to be installed and correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of the work.

3.2 INSTALLATION

- A. Install units and components at the locations directed by the Architect, securely mounted with concealed theft-resistant fasteners. Attach to substrates in accordance with the manufacturer's instructions.
- B. Install level, plumb, and at the proper height. Cooperate with other trades for installation of sign units to finish surfaces. Repair or replace damaged units as directed by the Architect.

END OF SECTION

SECTION 102113

TOILET COMPARTMENTS

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- A. Work of this section shall be governed by the Contract Documents. Provide materials, labor, equipment, and services necessary to furnish, deliver, and install the work of this section as shown on the drawings, as specified herein, and/or as required by job conditions.

1.2 DESCRIPTION OF WORK

- A. The Work of this Section includes plastic laminate partitions.
- B. The following Sections contain requirements that relate to this Section:
 - 1. Section 061000 – Rough Carpentry
 - 2. Section 102800 – Toilet, Bath and Laundry Accessories

1.3 REFERENCES

- A. ASTM International: ASTM E 84 – Standard Test Method for Surface Burning Characteristics of Building Materials.

1.4 SUBMITTALS

- A. Submit under provisions of Section 013300 – Submittal Procedures.
- B. Product Data: Manufacturer's data sheets on each product to be used including:
 - 1. Literature indicating typical panel, pilaster, door, hardware and fastening.
 - 2. Preparation instruction and recommendations.
 - 3. Storage and handling requirements and recommendations.
 - 4. Installation methods.
- C. Shop Drawings:
 - 1. Dimensioned plans indicating layout of toilet compartments.
 - 2. Dimensioned elevations indicating heights of doors, pilasters, separation partitions, and other components; indicate locations and sizes of openings in compartment separation partitions for toilet and bath accessories to be installed in partitions; indicate floor and ceiling clearances.
 - 3. Details indicating anchoring components (bolt layouts) and methods for project conditions; indicate components required for installation but not supplied by toilet compartment manufacturer.

- D. Selection Samples: For each finish product specified, one complete set of color selection guides representing manufacturer's full range of available colors, textures, and patterns.
- E. Verification Samples: For each finish product specified, two samples, minimum size 6 inches (150mm) square, representing actual product, color, texture, and pattern.
- F. Manufacturer's Certificates: Certify products meet or exceed specified requirements.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Minimum of five (5) years' documented experience producing products specified.
- B. Source Limitations: To the greatest extent possible, products shall be provided by a single manufacturer.

1.6 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver, store and handle materials and products in strict compliance with manufacturer's instructions and recommendations and industry standards.
- B. Store products indoors in manufacturer's or fabricator's original containers and packaging, with labels clearly identifying product name and manufacturer, and installation location. Protect from damage.
- C. Lay cartons flat, with adequate support to ensure flatness and to prevent damage to pre-finished surfaces.
- D. Do not store where ambient temperature exceeds 120°F (49°C).

1.7 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.
- B. Do not deliver materials or begin installation until building is enclosed, with complete protection from outside weather, and building temperature maintained at a minimum of 60°F (15.6°C).

1.8 WARRANTY

- A. Manufacturer's Standard Warranty. Provide warranty for Solid Polymer HDPE Material: Against breakage, corrosion, and delamination for fifteen (15) years.
- B. Manufacturer's Standard Warranty: Provide warranty for Plastic Laminate Material: Against discoloration or delamination for two (2) years, assuming proper maintenance according to manufacturer's recommendations.

1.9 COORDINATION

- A. Coordinate work with placement of support framing and anchors in walls and floors.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturer: ASI Global Partitions, which is located at 2171 Liberty Hill Road, Eastanollee, GA 30538; Tel. 706-827-2700; Fax 706-827-2710; Email to request info: sales@asi-globalpartitions.com; Web: asi-globalpartitions.com
- B. Or approved equal.

2.2 COMPARTMENTS AND SCREENS

- A. Toilet Compartments: Floor and wall anchored:
 - 1. Compartment Depth and Width: As scheduled and indicated on drawings.
 - 2. Door Width: 24 inches (610mm), minimum; at ADA accessible compartments 36 inches (915mm) minimum.
 - 3. Height above floor 14 inches (355.6mm).
 - 4. Door/Panel Height: 55 inches (1397mm).
 - 5. Pilaster Height: 82 inches (2082.8mm) – Ultimate Privacy.
- B. Privacy and Urinal Screens: Floor and wall anchored.
 - 1. Screen Panel Size: As scheduled and indicated on drawings.
 - 2. Height above floor: 18 inches (457.2mm).

2.3 SOLID PLASTIC (HDPE) TOILET COMPARTMENTS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide ASI Global Partitions, an ASI Group Company; Solid-Plastic (HDPE) Partitions or comparable by one of the following:
 - 1. AJW Architectural Products
 - 2. Ampco by AJW
 - 3. Marlite
 - 4. PSISC
 - 5. Weis-Robart Partitions, inc.
- B. Toilet-Enclosure Style: Floor anchored/overhead braced.
- C. Entrance-Screen Style: Floor anchored/overhead braced.
- D. Urinal-Screen Style: Wall mounted brackets
- E. Door, Panel, Screen, and Pilaster Construction: Solid, high-density polyethylene (HDPE) panel material, not less than 1 inch (25mm) thick, seamless, with eased edges, and integral no-sightline privacy system including profile on strike and hinge side that overlaps adjacent pilaster with homogeneous color and pattern throughout thickness of material.

1. Heat-Sink Strip: Manufacturer's standard continuous, extruded-aluminum strip fastened to exposed bottom edges of solid-HDPS components to hinder malicious combustion.
 2. Finish Texture: Tough Texture.
 3. Color and Pattern: One color and pattern in each room as selected by Architect from manufacturer's full range.
- F. Pilaster Shoes: Stainless steel sheet, not less than 0.031 inch (0.79mm) nominal thickness and 3 inches (76mm) high with No. 4 satin finish. Shoe bottom enclosed and integral to compartment structure. Secure to floor with manufacturer's recommended concrete anchors.
- G. Brackets (Fittings):
1. Stirrup Type: Ear or U-brackets, stainless steel.
- H. Overhead Cross Bracing for Ceiling-Hung Units: As recommended by manufacturer and fabricated from solid polymer.

2.4 HARDWARE AND ACCESSORIES

- A. Hardware and Accessories, Standard Duty: Manufacturer's standard operating hardware and accessories.
1. Material: stainless steel.
 2. Hinges: Manufacturer's standard aluminum paired, self-closing type that can be adjusted to hold doors open at any angle up to 90°.
 3. Latch and Keeper: Manufacturer's standard surface-mounted latch unit, designed for emergency access, and with combination rubber-faced door strike and keeper. Provide units that comply with regulatory requirements for accessibility at compartments designated as accessible.
 4. Coat Hook: Manufacturer's standard combination hook and rubber-tipper bumper, sized to prevent inswinging door from hitting compartment-mounted accessories.
 5. Door Bumper: Manufacturer's standard unit at outswinging doors.
 6. Door Pull: Manufacturer's standard unit at outswinging doors that complies with regulatory requirements for accessibility. Provide units on both sides of doors at compartments designated as accessible.
- B. Overhead Bracing: Manufacturer's standard continuous, extruded-aluminum head rail with anti-grip profile and in manufacturer's standard finish.
- C. Anchorages and Fasteners: Manufacturer's standard exposed fasteners of stainless steel, finished to match the items they are securing with theft-resistant-type heads. Provide sex-type bolts for through-bolt applications. For concealed anchors, use stainless steel, hot-dip galvanized steel or other rust resistant, protective-coated steel compatible with related materials.

2.5 MATERIALS

- A. Aluminum Castings: ASTM B26/B26M.
- B. Aluminum Extrusions: ASTM B221 (ASTM B221M).

- C. Stainless Steel Sheet: ASTM A240/A240m or ASTM A666, Type 304, stretcher-leveled standard of flatness.
- D. Stainless Steel Castings: ASTM A743/A743M.
- E. Zamac: ASTM B86, commercial zinc-alloy die castings.

2.6 FABRICATION

- A. Fabrication, General: Fabricate toilet compartment components to sizes indicated. Coordinate requirements and provide cutouts for through-partition toilet accessories where required for attachment of toilet accessories.
- B. Overhead-Braced Units: Provide manufacturer's standard corrosion-resistant supports, leveling mechanism, and anchors, at pilasters to suit floor conditions. Provide shoes at pilasters to conceal supports and leveling mechanisms.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and conditions, with Installer present, for compliance with requirements for fastening, support, alignment, operating clearances, and other conditions affecting performance of the work.
 - 1. Confirm location and adequacy of blocking and supports required for installation.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION OF HDPE TOILET COMPARTMENTS

- A. General: Comply with manufacturer's written installation instructions. Install units rigid, straight, level, and plumb. Secure units in position with manufacturer's recommended anchoring devices.
 - 1. Maximum Clearances:
 - a. Pilasters and Panels: ½ inch (13mm).
 - b. Panels and Walls: 1 inch (25mm).
 - 2. Stirrup Brackets: Secure panels to walls and to pilasters with no fewer than three brackets attached at midpoint and near top and bottom of panel.
 - a. Locate wall brackets so holes for wall anchors occur in masonry or tile joints.
 - b. Align brackets at pilasters with brackets at walls.
 - 3. Continuous Brackets: Secure panels to walls and to pilasters with full-height brackets.
 - a. Locate bracket fasteners so holes for wall anchors occur in masonry or tile joints.
 - b. Align brackets at pilasters with brackets at walls.
- B. Overhead-Braced Units: Secure pilaster shoes to floor and level, plumb, and tighten. Set pilasters with anchors penetrating not less than 1-3/4 inches (44mm) into structural floor unless otherwise indicated in manufacturer's written instructions. Secure continuous head rail to each pilaster with no fewer than two

fasteners. Hang doors to align tops with tops of panels and adjust so tops of doors are parallel with overhead brace when doors are in closed position.

- C. Urinal Screens: Attach with anchoring devices to wall. Set units level and plumb, rigid, and secured to resist lateral impact.

3.3 ADJUSTING

- A. Hardware Adjustment: Adjust and lubricate hardware in accordance with hardware manufacturer's written instructions for proper operation. Set hinges on inswinging doors to hold door open approximately 30 degrees from closed position when unlatched. Set hinges on outswinging doors to return doors to fully closed position.

END OF SECTION

SECTION 10 2813

TOILET ACCESSORIES

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

- A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.

1.2 SECTION INCLUDES

- A. Work of this Section includes all labor, materials, equipment, and services necessary to complete the toilet accessories as shown on the drawings and/or specified herein, including, but not limited to, the following:
 - 1. Mirrors.
 - 2. Grab bars.
 - 3. Electric hand dryers.
 - 4. Diaper changing stations.
 - 5. Additional toilet accessories as indicated or scheduled.
 - 6. Shelf and hook strip for Janitor's sinks.

1.3 RELATED SECTIONS

- A. Gypsum Drywall - Section 092900.
- B. Ceramic Tiling - Section 093013.

1.4 QUALITY ASSURANCE

- A. Inserts and Anchorages: Furnish inserts and anchoring devices which must be set in concrete or built into masonry; coordinate delivery with other work to avoid delay.
- B. Accessory Locations: Coordinate accessory locations with other work to avoid interference and to assure proper operation and servicing of accessory units. Accessories shall be installed at heights in compliance with prevailing Handicapped Code.
- C. Products: Unless otherwise noted, provide products of same manufacturer for each type of unit and for units exposed in same areas.
- D. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

1.5 SUBMITTALS

- A. Product Data: Submit manufacturer's technical data, catalog cuts and installation instructions for each toilet accessory.
- B. Setting Drawings: Provide setting drawings, templates, instructions, and directions for installation of anchorage devices in other work

- C. Submit schedule of accessories indicating quantity and location of each item.

1.6 PRODUCT HANDLING

- A. Deliver accessories to the site ready for use in the manufacturer's original and unopened containers and packaging, bearing labels as to type or material, manufacturer's name and brand name. Delivered materials shall be identical to approved samples.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Stainless Steel: AISI Type 302/304, with polished No. 4 finish, 22 gauge minimum, unless otherwise indicated.
- B. Brass: ASTM B 19 flat products; ASTM B 16, rods, shapes, forgings, and flat products with finished edges; or ASTM B 30, castings.
- C. Galvanized Steel Sheet: ASTM A 653, G60.
- D. Chromium Plating: Nickel and chromium electro-deposited on base metal, ASTM B 456, Type SC 2.
- E. Mirrors: ASTM C 1503, mirror glazing quality, clear glass mirrors, nominal 1/4" thick.

2.2 FASTENING DEVICES

- A. Exposed Fasteners: Theft-proof type, chrome plated, or stainless steel; match finishes on which they are being used.
- B. Concealed Fasteners: Galvanized (ASTM A 123) or cadmium plated.
- C. No exposed fastening devices permitted on exposed frames.
- D. For metal stud drywall partitions, provide ten (10) gauge galvanized sheet concealed anchor plates for securing surface mounted accessories.

2.3 FABRICATION

- A. General: Stamped names or labels on exposed faces of toilet accessory units are not permitted. Unobtrusive labels on surfaces not exposed to view are acceptable. Where locks are required for a particular type of toilet accessory, provide same keying throughout project. Furnish two keys for each lock.
- B. Surface-Mounted Toilet Accessories, General: Fabricate units with tight seams and joints, exposed edges rolled. Hang doors or access panels with continuous stainless steel piano hinge. Provide concealed anchorage.
- C. Recessed Toilet Accessories, General: Fabricate units of all welded construction, without mitered corners. Hang doors of access panels with full-length stainless steel piano hinge. Provide anchorage that is fully concealed when unit is closed. Diaper-Changing Station: As manufactured by Koala Kare products, Division of Bobrick, or approved equal; recessed-mounted horizontal unit that opens by folding down from stored position and with child-protection strap. Engineered to support a minimum of 250 lb. static load when opened.

2.4 MANUFACTURERS

- A. Provide products manufactured by Bobrick Washroom Equipment Co., America Specialties, Inc., Bradley Corp., A & J Washroom Accessories, or approved equal.

2.5 ACCESSORY SCHEDULE

- A. Grab Bars: Bobrick B68137.
- B. Toilet Tissue Dispenser: Bobrick B2892 – Surface-mounted, twin jumbo-roll toilet tissue dispenser.
- C. Sanitary Napkin Disposal:
 - 1. Bobrick B270 – Surface-mounted Contura Series
 - 2. Bobrick B254 in Family Restrooms.
- D. Paper Towel Dispenser/Waste Receptacle: Bobrick B38032 – semi-recessed.
- E. Soap Dispensers:
 - 1. Bobrick B868 – Deck-mounted automatic foam dispenser.
 - 2. Bobrick B2013 in Family Restroom
 - 3. Purell ES6 Hand Sanitizer Dispenser – Wall-mounted
- F. Baby Changing Station
 - 1. Koala Kare KB300-01 – Horizontal surface-mount.
- G. Hand Dryer: Excel Model XL-5B with HEPA filter and noise reduction nozzle. ADA-compliant; brushed stainless recess kit..

PART 3 EXECUTION

3.1 INSPECTION

- A. Examine the areas and conditions where toilet accessories are to be installed and correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of the work.

3.2 PREPARATION

- A. Accessories that are to be partition mounted shall be closely coordinated with other trades, so that the necessary reinforcing is provided to receive the accessories.
- B. Furnish templates and setting drawings and anchor plates required for the proper installation of the accessories at gypsum drywall and masonry partitions. Coordinate the work to assure that base plates and anchoring frames are in the proper position to secure the accessories.
- C. Verify by measurements taken at the job site those dimensions affecting the work. Bring field dimensions that are at variance with those on the approved shop drawings to the attention of the Architect. Obtain decision regarding corrective measures before the start of fabrication of items affected.

- D. Cooperate in the coordination and scheduling of the work of this Section with the work of other Sections so as not to delay job progress.

3.3 INSTALLATION

- A. Install accessories at locations indicated on the drawings, using skilled mechanics, in a plumb, level and secure manner.
- B. Concealed anchor assemblies for gypsum drywall partitions shall be securely anchored to metal studs to accommodate accessories. Assemblies shall consist of plates and/or angles tack welded to studs.
- C. Secure accessories in place, at their designated locations by means of theft-proof concealed set screws, so as to render removing of the accessory with a screwdriver impossible.
- D. Unless otherwise indicated, accessories shall conform to heights from the finished floor as shown on the drawings. Where locations are not indicated, such locations shall be as directed by the Architect.
- E. Installed accessories shall operate quietly and smoothly for use intended. Doors and operating hardware shall function without binding or unnecessary friction. Dispenser type accessories shall be keyed alike. Prior to final acceptance, master key and one duplicate key shall be given to Owner's authorized agent.
- F. The Architect shall be the sole judge of workmanship. Workmanship shall be of the highest quality. Open joints, weld marks, poor connections, etc., will not be permitted. The Architect has the right to reject any accessory if he feels the workmanship is below the standards of this project.
- G. Grab bars shall be installed so that they can support a three hundred (300) lb. load for five minutes per ASTM F 446.

3.4 CLEANING AND PROTECTION

- A. Upon completion of the installation, clean accessories of dirt, paint and foreign matter.
- B. During the installation of accessories and until finally installed and accepted, protect accessories with gummed canvas or other means in order to maintain the accessories in acceptable condition.
- C. Replace and/or repair, to the Owner's satisfaction, and at no additional cost to the Owner, installed work that is damaged or defective.

END OF SECTION

SECTION 10 4416

FIRE EXTINGUISHERS AND CABINETS

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

- A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.

1.2 SECTION INCLUDES

- A. The Work of this Section includes all labor, materials, equipment, and services necessary to complete the fire extinguishers and cabinets as shown on the drawings and/or specified herein.

1.3 RELATED SECTIONS

- A. Gypsum Drywall - Section 092900.
- B. Fire suppression systems - Division 21.

1.4 QUALITY ASSURANCE

- A. Provide portable fire extinguishers, cabinets and accessories by one manufacturer.
- B. UL-Listed Products: Provide new portable fire extinguishers which are UL-listed and bear UL "Listing Mark" for type, rating, and classification of extinguisher indicated.

1.5 SUBMITTALS

- A. Product Data: Submit manufacturer's technical data and installation instructions for all portable fire extinguishers required. For fire extinguisher cabinets include roughing-in dimensions, and details showing mounting methods, relationships to surrounding construction, door hardware, cabinet type and materials, trim style and door construction, style and materials. Where color selections by Architect are required, include color charts showing full range of manufacturer's standard colors and designs available.
- B. Samples: Submit samples, 6" square, of each required finish. Prepare samples on metal of same gauge as metal to be used in the work. Where normal color variations are to be expected, include 2 or more units in each sample showing the limits of such variations.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Subject to compliance with requirements, provide products of one of the following:
 - 1. J. L. Industries.
 - 2. Larsen's Mfg. Co.
 - 3. Potter Roemer.

2.2 EXTINGUISHERS

- A. General: Provide fire extinguishers for each extinguisher cabinet and other locations indicated, in colors and finishes selected by Architect from manufacturer's standard which comply with requirements of governing authorities.
- B. Abbreviations indicated below to identify extinguisher type related to UL classification and rating system and not necessarily to type and amount of extinguishing material contained in extinguisher.
- C. Multi-Purpose Dry Chemical Type: UL rated 4-A:60-B:C, 10 lb. nominal capacity, in enameled steel container, for Class A, Class B and Class C fires.

2.3 MOUNTING BRACKETS

- A. Provide manufacturer's standard bracket designed to prevent accidental dislodgment of extinguisher, of proper size for type and capacity of extinguisher specified, in manufacturer's standard enamel finish; color to match extinguisher.

2.4 CABINETS

- A. Type and Style: Fire extinguisher cabinets shall be Type 304 stainless steel with No. 4 finish, recessed, with plexiglass panel, sized to fit within the partition or wall depth. Provide fire rated cabinets within fire rated partitions.
- B. Design is based on "Model SS-2409-R1," as manufactured by Larsen's Mfg. Co. Other manufacturers noted herein may substitute their equivalent cabinet upon acceptance by the Architect.

PART 3 EXECUTION

3.1 INSPECTION

- A. Examine the areas and conditions where fire extinguishers and cabinets are to be installed and correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of the work.

3.2 INSTALLATION

- A. Install items included in this Section in locations indicated and at heights to comply with applicable regulations of governing authorities.
 - 1. Prepare recesses in walls for fire extinguisher cabinets as required by type and size of cabinet and style of trim and to comply with manufacturer's instructions.
 - 2. Securely fasten mounting brackets and fire extinguisher cabinets to structure, square and plumb, to comply with manufacturer's instructions.
- B. Where exact location of cabinets and bracket-mounted fire extinguishers is not indicated, locate as directed by the Architect.

3.3 IDENTIFICATION

- A. Identify fire extinguisher in cabinet with lettering spelling "FIRE EXTINGUISHER" painted on door by silk-screen process. Provide lettering on door as selected by Architect from manufacturer's standard letter sizes, styles, colors and layouts.
- B. Identify bracket-mounted extinguishers with red letter decals spelling 'FIRE EXTINGUISHER' applied to wall surface. Letter size, style and location as selected by the Architect.

3.4 SERVICE

- A. Determine the approximate completion date of the work and then inspect, charge, and tag the fire extinguishers at a date not more than 10 days before or not less than one day before actual completion date of the work.

END OF SECTION

SECTION 220000

PLUMBING WORK

1.01 GENERAL

- A. All work of this Section shall be governed by the requirements of the Conditions of the Contract and the entire Division #1, General Requirements.
- B. Due to the nature of the work and the rigid time schedule required, the utmost cooperation between Contractors must be attained.
- C. Refer to Section 235000 for Supplementary Conditions for Mechanical and Electrical Work, the requirements of which are part of this work.
- D. PC shall visit site to ascertain existing conditions, access available and to take measurements for items related to the work.
- E. PC shall provide concrete pads for all plumbing equipment.
- F. PC shall be a firm regularly engaged in the installation of Plumbing systems for a period of at least five (5) years and shall have the licenses and certificates required by local regulations. License/certificate holder shall be an Owner or Officer in the firm and have a minimum of five (5) years employment.
- G. All electrical components shall bear U.L. labels.
- H. PC shall obtain all permits and pay all fees related to his work.
- I. All work shall be in accord with International Plumbing and International Fuel Gas Code, local codes and regulations.
- J. PC shall provide Owner with invoices and other data required for utility rebate.
- K. PC shall become familiar with drawings of other trades and its impact/effect on the plumbing work.
- L. PC shall fire-stop openings around pipes passing through floors and walls.
- M. Refer to Section 235000 for coordination drawing requirements.
- N. The following abbreviations shall apply:
 - GC - General Contractor
 - PC - Plumbing Contractor or Sub-Contractor
 - HC - Heating Contractor or Sub-Contractor
 - EC - Electrical Contractor or Sub-Contractor

1.02 QUALITY ASSURANCE

- A. Requirements given herein may be affected by other related requirements of the project specifications. Correlation of contract requirements is the responsibility of the Contractor.
- B. All plumbing work on this project shall be governed by this specification.

1.03 SCOPE OF WORK INCLUDED

A. PC shall provide all labor, material and appliances required for a complete plumbing installation as shown on drawings and hereinafter specified, including, but not limited to, the following principal items:

1. Removals and Relocations
2. Work in Connection with other Trades
3. Plumbing Fixtures and Trim
4. Drains
5. Water heaters
6. Hot Water Recirculation Pump and Controls
7. Hot and Cold Water Piping
8. Waste Soil and Vent Lines
9. Flashing (for plumbing work only)
10. Wall Hydrants and Hose Bibbs
11. Pipe and Equipment Identification
12. Fittings and Valves
13. Gas Supply
14. Disinfection of Water Systems
15. Cleanouts and Deck Plates
16. Insulation and Covering
17. Hangers
18. Access Doors
19. Sleeves
20. Escutcheons
21. Shop Drawings
22. Testing
23. Permits
24. Guarantees

1.04 REMOVALS AND RELOCATIONS

A. Refer to Section 235000.

1.05 WORK IN CONNECTION WITH OTHER TRADES

- A. PC shall provide proper roughing to all equipment requiring plumbing. PC shall provide shut off valves on all services to each item of equipment.
- B. Electric Wiring: PC shall furnish motor starters, controls and other electrical equipment as specified and deliver same to EC at job site for installation and wiring.
- C. PC shall be responsible for correct installation and operation of material furnished under his contract whether or not installed by him.
- D. PC shall be responsible for obtaining roughing dimensions prior to initiating work.

1.06 START-UP, TESTS AND ADJUSTMENTS

A. Unless otherwise specified, all new and altered water piping systems shall be hydrostatically tested to 125 psig. Tests shall be of four (4) hour duration, during which time piping shall show no leaks and during time no sealing of leaks shall be permitted.

- B. After completion of roughing work, and before work is covered, open ends of new and altered sanitary stormwater and vent systems shall be securely closed except ends of highest openings, and entire system shall be filled to overflow point with water and subjected to a 10 feet pressure test for one (1) hour.
- C. A smoke test shall be applied to entire altered drainage system after all fixtures have been set.
- D. PC shall furnish and pay for all labor, material and equipment require for testing. Defects disclosed by tests shall be repaired, if permitted by Architect, or replaced without extra charge so directed. PC shall furnish services of a qualified person, thoroughly familiar with the job, to operate and make all adjustments so that the systems and control equipment shall operate as intended. This man shall make adjustments including balancing of the water, gas and piping systems in cooperation with qualified representatives of mechanical equipment manufacturers and temperature control manufacturer. Architect is to be notified when this balancing is to be performed.

1.07 DISINFECTION OF WATER SYSTEM

- A. Upon completion of all tests and necessary repairs or replacements all new mains and repaired portions of, or extension to, existing water piping system shall be subjected to a disinfection procedure as herein specified. System to be disinfected shall include portions of water piping, and any systems that may be connected to the same supply sources. Disinfection shall be applied to all piping included in contract from main cutoff valve through all appurtenances connected thereto.
- B. These systems shall be thoroughly flushed with water to remove sediment. Following this flushing, they shall be disinfected in accordance with the following methods.
- C. System shall be so chlorinated that a chlorine residue of not less than 10 PPM remains in the water after 24 hours standing. Water from existing distribution system or other source or supply shall be controlled so as to flow slowly during the application of chlorine. Rate of chlorine mixture flow shall be in such proportion to the rate of water entering pipe that chlorine dose applied shall produce 10 PPM, after 24 hours standing. This may be expected with an application of 25 PPM.
- D. In the process of chlorinating the system, all valves and other appurtenances shall be operated while the pipeline is filled with the chlorinating agent.
- E. Following chlorination, all treated water shall be thoroughly flushed from the system at its extremities until the replacement water throughout its length shall upon test proved comparable in quality to the water served the public from the existing water supply system and approved by the Public Health Authority having jurisdiction. This satisfactory quality of water delivered by the new system should continue for a period of at least three (3) full days as demonstrated by laboratory examination of samples taken from a tap located and installed in such a way as to prevent outside contamination. Samples should never be taken from an unsterilized hose or from a fire hydrant because such will seldom meet bacteriological standards. After systems are drained, they shall be thoroughly flushed with fresh water, and returned to service.

1.08 PROTECTION OF MATERIAL AND WORK

- A. Openings left in floors and roofs for passage of lines of soil, drain, waste, vent and supply pipes shall be covered and protected. Set traps shall be sealed with anti-freeze solution. Precaution shall be taken against freezing during cold weather.

Pipes shall be protected with suitable coverings, as soon as set. Open ends of pipes shall be closed by proper fittings, to prevent obstruction and damage. Use of water closets and other plumbing fixtures during the progress of work is strictly prohibited.

1.10 METHODS OF FASTENING

- A. Except where otherwise specified, where fastenings are made to wood, there shall be used long screw or lag screws; to brick work, cement, stone and marble, approved long expansion bolts; to fireproof block work, approved toggle bolts and to iron work, approved bolts and nuts; to concrete slabs, approved expansion bolts. Use of wood plugs and nailing not permitted. Sundries used in connection with galvanized iron shall be galvanized, those in connection with brass or copper work shall be brass or copper, finished to match the connection work.

1.11 GENERAL INSTALLATION OF PIPE

- A. Run and arrangement of pipes shall be approximately as shown on drawings and as directed during installation, and shall be straight and direct as possible, forming right angles or parallel lines with building walls and other pipes, and be neatly spaced.
- B. No pipe shall be installed where headroom will be interfered with unless conditions are such that it is approved by Architect and unavoidable. Offsets will be permitted only where walls reduce in thickness or beams interfere with direct runs; offsets shall be made at an angle of 45° to the vertical, in no case shall the space between pipes, partitions, walls, etc., exceed 5". Risers shall be erected plumb and true, standing free from but close to walls, and other pipes and neatly spaced. Horizontal runs of piping shall be supported from floor or roof slab or other structural member above, shall be of size and arrangement noted on plans, shall be erected as closely as possible to bottom of floor slabs, ceilings, or beams as the case may be, and shall be so graded as to drain to low points at drawcocks.
- C. Roughing underground or concealed in floor or wall construction shall be properly installed and inspected before any roughing is covered up. Work covered up before being inspected shall be uncovered and recovered at expense of PC. Plugged fittings shall be installed as required and when called for.
- D. Reducer fittings shall be used in making reductions in sizes of pipes, bushings not allowed. Suitable shock arrestors shall be provided as called for in other sections.

1.12 IDENTIFICATION OF EQUIPMENT, PIPING AND CONTROLS

- A. All equipment shall be stenciled or labeled with Lamacoid plates screwed thereon which shall indicate system service.
- B. Motor starters shall be provided with Lamacoid plates which indicate system served.
- C. All valves shall be tagged with 2" brass plated tags and chain and a valve chart schedule framed and wall mounted shall be provided where directed.
- D. Piping Identification, Coding and Painting
- E. All piping in Boiler, Fan, Storage and Equipment Rooms and all piping above accessible ceiling shall be coded and identified as herein specified.

- F. Apply color-coded polyvinyl chloride pipe bands identifying pipe contents and direction of flow.
- G. Apply bands on 15' centers on piping in Equipment Rooms and 25' elsewhere on straight runs; at valve locations at point where piping enters and leaves a partitions, wall, floor or ceiling.
- H. Apply bands at exit and entrance points to each vessel, tank or piece of equipment.
- I. Bands widths shall be 8" for pipes up to 10" diameter and 16" wide for larger diameter piping. Letter heights stating service shall be preprinted on band, 3/4" high for 16" bands.
- J. For insulated pipes, apply bands after insulation and painting work has been completed.
- K. Provide ten (10) additional bands of each type for future use by Owner's personnel.
- L. Follow manufacturer's instructions for application procedures using non-combustible materials and contact adhesives.
- M. All piping shall be color coded in full accordance with ANSI 13.1, 1981 Standards. Pipe markers shall be as manufactured by Seton Name Plate Corp., or equivalent.
- N. All piping which is not insulated, tanks and equipment shall be painted. Equipment provided with a factory finished coating shall be cleaned and touched up as necessary. Equipment provided with a factory primer shall be given two (2) coats of enamel paint after installation. Pipe, hangers, support and equipment shall be primed and given two (2) coats of enamel paint. Color for piping and tanks shall be in accordance with ANSI 13.1, 1975 Standard, color of equipment and supports shall be as directed by Architect.

1.13 WATER SERVICE

- A. Existing water service shall be reused.

1.14 WATER PIPING

- A. Cold, Hot Water and Hot Water Recirculation Piping Above Ground: Cold and hot water lines shall be type "L" hard temper, copper.
- B. Joints and take-offs shall be made using wrought copper fittings and Silverbrite no lead solder.

1.15 DRAINAGE AND VENTS

- A. Below Slab: Soil, waste, and vent shall be U.S. manufactured service cast iron, with hub and spigot joints, neoprene rings.
- B. Above Slab: Soil, waste and storm piping, risers and horizontal runs shall be U.S. manufactured no-hub banded with no-hub joints. Vent piping to be solid core schedule 40 PVC.
- C. As an alternative NSF listed Uponor straight length PEX-A, join with Uponor Pro Pex expansion fitting may be used for mains and NFS listed Uponor PEX-A tubing joined with Pro Pex expansion fitting maybe used for branches.

- D. All cast iron soil pipe and fittings shall be marked with the collective trademark of the Cast Iron Soil Pipe Institution (CISPI) and be listed by NSF International.
- E. All couplings for hub less cast iron pipe and fittings shall conform to CISPI 310 and be certified by NSF International.

1.16 VALVES

- A. Valves for pipe sizes of 2 ½" or less shall be Apollo 70-200 or Milwaukee Series 150, for sizes 3" and larger Milwaukee Series C, lug type butterfly valves shall be provided.
- B. Valve construction materials shall be lead free.
- C. Provide sectional valves at each water branch feed take off.
- D. Provide shut-off valves to isolate each item of equipment for maintenance service and replacement.
- E. All valves shall be located for easy access and operation and shall be installed with stems in the vertical position.
- F. Provide drip valves at low points in various systems. Drip valves shall be lock shield and have threaded hose ends.

1.17 JOINTS

- A. Exposed threads on exposed finished piping in toilet rooms and finished areas or at fixtures will not be acceptable. Joint compound for intended service shall be used on screwed joints, and shall be applied to male thread only. Wicking not permitted.
- B. Cast iron drain piping receiving hot water wastes or discharge from high temperature heated equipment, such as wastes from coils of water heaters, shall be made up with rust proof joints.
- C. Joints between cast iron and wrought iron, steel brass or other piping shall be made as above. End of screwed piping shall have a ring or coupling screwed on to form a spigot and also where there is a difference in the sizes of the pipes.
- D. Connections between lead and steel pipe shall be made with brass pipe nipples, IPS, and sweat joints; for cast iron pipe, extra heavy brass ferrules and sweat joints shall be used.
- E. Joints on copper pipe, shall be made with streamline soldering fittings and Silverbrite lead free solder.

1.18 SLEEVES

- A. Provide pipes passing through footings and exterior and masonry walls with steel pipe sleeves, inside diameter of which should be at least 1" greater than the outside of the pipe passing through it. Include Link Seals. Sleeves in exterior walls shall have space between pipe and sleeve caulked watertight. Sleeves shall be large enough to receive covering on insulated pipes. Sleeves shall be properly arranged to hold in position during construction.

- B. Provide metal sleeves 3" larger diameter than hot water pipes passing through floors, walls and partitions.

1.19 FLASHING

- A. Vent Terminals: Vent and other plumbing pipes through roof shall be flashed watertight. Flashing shall be 4 lb. lead extending not less than 12" on each side of the pipe, outside the barrel and terminate 1'-0" above the roof with roof fitting.
- B. Provide at top of vent stacks a 4 lb. lead vent cap.
- C. Floor Drains and Floor Sinks: Flashing shall be 4 lb lead extending not less than 18" on all sides. Turn down into floor drain flashing clamp.

1.20 PIPE SUPPORTS, HANGERS AND INSERTS

- A. Underground Pipe: Pipes laid underground shall be firmly bedded in solid ground under body of pipe. Where suitable bearing cannot be obtained because of the ground being disturbed by excavation, or for any other reason, pipe shall be supported by concrete piers, or by approved brackets, or holdfasts secured to the walls, or they shall be supported on ties and planks, or if below structural slab, on hangers tied into slabs.
- B. Overhead Horizontal Pipe: Horizontal drains, vents, supplies or other piping shall be supported at intervals to 12'-0" for 6" and over; 10'-0" for 4" and 5" pipe; 8'-0" for 1 1/2" to 3" pipe; 6'-0" for under 1 1/2" pipe, and where bell and spigot pipe is suspended, a hanger shall be placed ahead of each hub supported at a maximum of 5 feet intervals by adjustable steel or malleable iron hangers; pipe hangers, supports, etc., shall be primed with one coat of red lead and linseed oil before installation. Hangers shall be of the clevis type as manufactured by Grinnell Figure 260 or for heavier leads beyond maximum recommended loads, Grinnell Figure 212 or 216. Provide lead shields where copper tubing is utilized. Do not hang piping or equipment from other trades.
- C. Perforated Strap: Perforated strap iron and temporary wire supports are not permitted.
- D. Provide approved sheet metal shields to protect insulation at areas of contact with hangers and supports. Provide protective saddles as required, installed in approved manner. Shields to be Lok Shield by Anvil. For pipes 2" and above, shields to be T-2000 Calsil with ASJ jacket by Thermal Pipe Shields.
- E. Hangers used to support copper or brass piping shall be copper coated or brass, where hanger is in contact with the pipe.

1.21 INSULATION AND PIPE COVERING

- A. General: Insulation work shall be performed under this section and work shall be done in strict accordance with manufacturer's recommendations. Insulation shall be continuous at hangers, provide sheet metal shields.
- B. Joints shall be butted firmly together. Workmanship shall be done as to leave a smooth finish with no raveled edges.
- C. Above ground, cold water, hot water and hot water recirculating piping insulation shall be multi-purpose 4 lb. per cu. ft. density 1" thick molded glass fiber with maximum "K" factor of 0.22 at 75°F. mean temperature, as manufactured by Owens Corning, or equivalent. All insulation shall have a factory applied low

pressure pipe insulation flame retardant white jacket ASJ. Longitudinal lap and 4" wide flame retardant joint seal strips shall be cemented neatly in place with Insul-Coustic Sure Stik white 210 or equivalent.

- D. All insulation materials adhesives, mastics and jacket assemblies shall be UL rated and classified. Ratings shall not exceed:
- | | |
|--------------------|----|
| - Flame Spread | 25 |
| - Fuel Contributed | 50 |
| - Smoke Developed | 50 |
- E. Fittings and Valves: Fittings and valves shall be insulated with molded fiberglass to form a smooth outer surface with adjacent insulation. Fitting's insulation shall be covered with white vapor barrier cement followed by glass tape and a finishing coat of cement or lagging adhesive, or Zeston Jackets.
- F. Provide fiberglass insulation with fitted PVC jackets for handicap waste.

1.22 GAS SUPPLY

- A. General: All work shall be performed in strict accord with State, Local and Gas Supply Company requirements; as well as standards of fire Underwriters, NFPA.
- B. Service:
- Existing gas service to be reused.
- C. Pipe:
- Schedule 40 standard black pipe free from flaws or other defects and of true and uniform section. Minimum size of gas piping shall be ¾".
- D. Fittings:
- Aboveground: For exposed pipe 2" and smaller – threaded heavy malleable iron beaded fittings.
- E. Installation of Pipe:
- Main distribution pipes shall be suspended from ceiling and/or walls. All connections shall be made with fittings. Whenever gas lines are unavoidably trapped, an accessible drip shall be provided. The bottom of all risers and all equipment connections shall be provided with a capped dirt leg.
 - Threaded joints shall be made with approved compound. Burrs made in cutting pipe shall be removed. Where piping of different sizes are joined, reducer fittings shall be used; bushings will not be permitted. All connections shall be taken from top or sides of mains and not from bottom.
 - Piping shall not run in Corridors, Stairs, Lobbies or Exits. Where necessary to cross a Corridor, provide a metallic, gas tight sleeve, extending and open to room on each side.
- F. Valves: General Use – Rockwell Fig. 143 or equivalent.
- G. All gas equipment shall bear the American Gas Association, (A.G.A.) listing and approval.

- H. Wrenches shall be supplied for all wrench operated valves. Wrenches shall be turned over to the Owner.
- I. All regulators and reliefs shall be vented to outdoors. Vent lines shall be run full size, with vent line for each regulator or relief run separately and shall terminate in an approved vent cap.
- J. Tests of Gas Systems:
 - 1. Tests shall be paid for by PC and shall be made in presence of Architect, Engineer, Owner or their representatives, gas supply company representatives and local authorities having jurisdiction of the work to be tested, and may be directed, and at least 72 hours advance notice shall be given. All new and existing piping/equipment to be tested.
 - 2. Shop tests shall be made of appurtenances and material before delivery to the site. These tests shall not relieve the PC of responsibility for defects discovered after appurtenances and materials are installed.
 - 3. Source of test pressure shall be isolated before pressure tests are performed.
 - 4. Aboveground Piping: Test with air at 50 psig for a period of not less than 2 hours without showing any drop in pressure. All joints and fittings shall be soap tested and inspected.
 - 5. Underground Piping: Test with air at 150 psig for a period of not less than 2 hours without showing any drop in pressure. Test shall be performed prior to coating of joints and all joints and fittings shall be soap tested. Piping lengths shall be back-filled prior to testing, so as to restrain pipe during test.
 - 6. After testing is successfully completed, the entire gas distribution system shall be purged, all equipment and appliances shall be checked.
- K. PC shall furnish and pay for materials, supplies labor and attendance required in connection with tests.
- L. Defects disclosed by tests shall be repaired, if permitted by Architect, or replaced without extra charge if so directed.
- M. PC shall also be responsible for work of the other trades that may be damaged or disturbed by tests or repair or replacement of his work, and shall, without extra charges, restore to its original condition any work of other trades so damaged or disturbed, engaging original contractors to do work of restoration.

1.23 HYDRANTS AND HOSE BIBBS

- A. Exterior wall hydrants shall be Woodford Model B67 backflow protected (ASSE 1052), non-freeze automatic draining, ¾" size, mounted 24" above grade. Construction shall be brass.
- B. Interior hose bibbs shall be Woodford Model 26, chrome plated, backflow protected (ASSE 1052) hose bibb mounted 18" above finished floor.
- C. Equivalent of J.R. Smith, Zurn, or Josam.

1.24 CLEANOUTS

- A. Cleanouts shall be provided in following locations: On traps except earthenware traps and traps of drain below slab, at ends of and at points in change of direction of drains and branch drains at offsets, at the ends of branch, soil and waste pipes, at base of stacks and leaders, at intervals of not greater than fifty (50) feet, and at other points indicated on plans. Cleanouts shall be of same nominal size as the pipes up to 6", and such cleanouts shall be at least 6" for 8" and larger pipes.
- B. Cleanouts for cast iron shall consist of tapped extra heavy cast iron ferrules, caulked into cast iron fittings with an extra heavy brass tapered screw plug with raised head; cleanouts for steel or wrought iron pipe shall consist of extra heavy brass screw plug in a drainage fitting.
- C. Cleanouts turning up through floor shall be made by means of long sweep ell or "Y" and 1/8" bend, into which shall be caulked an extra heavy cast iron ferrule with an extra brass tapered screw plug with a raised head. This shall be covered with a non-skid deck type cleanout plate brought up flush with finished floor as manufactured by J. R. Smith #4023 FCG. Cleanouts in walls shall be covered with J. R. Smith #4402. Exposed surfaces of floor cleanouts shall be nickel bronze; wall cleanouts chrome plated. Cleanouts in carpeted areas shall be J. R. Smith #4023 YFCU. Cleanouts in tiled areas shall be J. R. Smith #4208 FCU. Equivalents of Zurn or Josam.

1.25 VACUUM BREAKERS AND BACKFLOW PREVENTERS

- A. Provide where indicated and/or as required by code, vacuum breakers, which shall be installed and set at least 4" above the flood level of equipment or fixture to prevent water contamination.

1.26 WATER HEATERS

- A. Provide a gas fired tankless water heater. Refer to drawings for manufacturer, model and capacity.
- B. Provide piping, valves and trim as shown on drawings.
- C. Provide polypropylene intake, vent and concentric fittings.

1.27 DOMESTIC HOT WATER RECIRCULATION PUMP AND CONTROLS

- A. Circulating Pump: Provide hot water circulating pump as shown. Pump shall be all bronze, bronze body and cast bronze closed type dynamically balanced impeller, carbon and stainless steel rotary seals, rubber mounted, overload protected flexible steel spring drive coupling porous bronze stainless steel shaft.
- B. Pump shall be Bell & Gossett Series 100-3/4" flanged 1/12 HP, 1 phase, 120 volt. Pump shall be tested and made tight at 150 psig internal pressure. Pumps shall be capable of pumping 4 GPM at 10 foot head.

1.28 MIXING VALVE

- A. Provide mixing valves for domestic hot water heaters, Symmons Thermostatic Type, Temperature Control.
- B. Mixing valve shall be automatic, adjustable, thermostatic type, of size shown on drawings.
- C. Hot and cold water inlets shall have integral stops and checks, outlet shall have a thermometer.
- D. Mixing valve Model and installation to be as detailed on drawings.

1.29 PLUMBING FIXTURES

- A. Provide as indicated and described, set in best workmanlike manner and left in first class condition upon completion.
- B. Numbers used are taken from catalog of companies noted, unless otherwise noted all fixtures to be white.
- C. All escutcheons shall be of similar design, smooth pattern. All exposed parts chromium plated, including parts furnished for fixtures by others.
- D. All trim, stops, etc. shall be vandal resistant.
- E. Mounting heights of fixtures for normal and handicap use shall be as directed by Architect.
- F. Before installing fixtures, blow out water lines to remove any foreign matter. Fixtures shall be provided complete with traps, fittings, vents, etc., and in accordance with local plumbing codes, fixtures left complete, ready for use.
- G. Water Closet (Wall Mounted): American Standard "Afwall" 2257.101 wall mounted, elongated bowl, back spud, vitreous china, 1.28 GPF. Provide with Zurn floor mounted carrier and Sloan Solis Flush Valve 8111, 1.28 GPF and Church 9500C seat, mount at height as directed by Architect.
- H. Water Closet (Floor Mounted): American Standard "Madera" 3043.001, floor mounted, elongated bowl, top spud, vitreous china, 1.28 GPF, Provide with Sloan Solis Flush Valve 8111, 1.28 GPF and Church 9500C seat.
- I. Lavatory (Family Restroom): American Standard "Wheelchair users lavatory" 9140.047, vitreous china, front overflow. Provide with American Standard "NEXTGEN-Selectronic" 775B.105 electronic touchless faucet with battery backup, Symmons thermostatic mixing valve for each lavatory, grid strainer, floor mounted carrier, loose key stops, cast brass trap and nipple to wall flange.
- J. Lavatory (Wall Mounted): The Splash Lab "Monolith A Series" TSL.MON.A.XXX trough sink. Length as shown on drawings. Provide with American Standard "NEXTGEN-Selectronic" 775B.105 electronic touchless faucet with battery backup. Provide Symmons thermostatic mixing valve for each lavatory, grid strainer, pair of loose key stops, cast brass trap and nipple to wall flange.

- K. Urinal (Wall Mounted): American Standard “Washbrook Flowise” 6590.001, wall mounted, vitreous china with Sloan Solis Flush Valve 8186, 0.125 GPF.
- L. Counter Sink: ELKAY Model ELUHAD191655PD 18-gauge, stainless steel undermount sink provide with Chicago faucet 434-ABCP.
- M. Utility Sink: Fiat FL-1 with steel legs and model A-1 deck faucet.

1.30 FLOOR DRAINS, FLOOR SINKS AND INTERCEPTORS

- A. Toilet Room, Floor Drains: Zurn Z-415 with Type S square strainer, seepage pan and membrane clamp. Provide with deep seal traps.
- B. Provide trap seals to all floor drains.

1.31 SHOP DRAWINGS

- A. All manufactured items shall be submitted for review before installation of same. Submission shall be in form of manufacturer’s standard printed sheets, pamphlets or bulletins and shall be clearly indicated thereon as to size, type, etc.
- B. Review of submission shall mean review of equipment and/or fabrication as to design and performance only.
- C. PC shall be responsible for scheduling quantities, physical size to suit allowable space electrical characteristics, etc.
- D. Any additional costs incurred due to substitution of equipment shall be borne by PC.
- E. The following items require a submission of shop drawings:
 - 1. Plumbing Fixtures and Trim
 - 2. Recirculation Pump and Controls
 - 3. Mixing Valve
 - 4. Cleanouts and Deck plates
 - 5. Pipe, fittings, valves and usage
 - 6. Water heaters
 - 7. Insulation and covering
 - 8. Hangers and supports
 - 9. Drains and Interceptor
 - 10. Wall hydrants and hose bibbs
 - 11. Pipe and equipment identification materials

1.32 ALTERNATES

- A. Alternate #1: All domestic hot, cold and recirculating piping to be installed to allow for drain down in winter. Provide point of use water heaters for Family Restroom 105, 106, 111 and 112. Heaters to be Chronomite, Model CM-206, 120 volt, 2.4kw, 20 amp.

1.33 GUARANTEE

A. Refer to Sections 235000.

END OF SECTION

SECTION 230000

HEATING, VENTILATING AND AIR CONDITIONING

1.1 GENERAL

- A. All work of this Section shall be governed by the requirements of the Conditions of the Contract and the entire Division 1, General Requirements.
- B. Due to the nature of the work and the rigid time schedule required, the utmost cooperation between Contractors must be attained.
- C. Refer to Section 235000 for Supplementary Conditions for Mechanical and Electrical Work, the requirements of which are part of this work.
- D. HC shall visit site to ascertain existing conditions, access available and to take measurements for items related to work.
- E. HC shall provide concrete pads for all plumbing equipment.
- F. HC shall be a firm regularly engaged in the installation of Plumbing systems for a period of at least five (5) years and shall have the licenses and certificates required by local regulations. License/certificate holder shall be an Owner or Officer in the firm and have a minimum of five (5) years employment.
- G. All electrical components shall bear U.L. labels.
- H. HC shall obtain all permits and pay all fees related to his work.
- I. All work shall be in accord with International Mechanical and International Fuel Gas Codes, local codes and regulations.
- J. HC shall provide Owner with invoices and other data required for utility rebate.
- K. HC shall become familiar with drawings of other trades and its impact/effect on the HVAC work.
- L. HC shall fire-stop openings around pipes and ducts passing through floors and walls.
- M. Refer to Section 235000 for coordination drawing requirements.
- N. The following abbreviations shall apply:
 - GC - General Contractor
 - PC - Plumbing Contractor or Sub-Contractor
 - HC - Heating Contractor or Sub-Contractor
 - EC - Electrical Contractor or Sub-Contractor

1.2 QUALITY ASSURANCE

- A. Requirements given herein may be affected by other related requirements of the project specifications. Correlation of contract requirements is the responsibility of the Contractor.

- B. All Heating, Ventilating and Air Conditioning Work on this project shall be governed by this specification.

1.3 SCOPE OF WORK

- A. HC shall provide all labor, material and appliances required for a complete heating, ventilating and air conditioning installation as shown on Drawings and hereinafter specified, including but not limited to the following principal items:

1. Removals and Relocations
2. Piping, Fittings
3. Sheet Metal Work
4. Insulation and Covering
5. Foundations, Supports, Sleeves and Plates
6. Condensing Unit
7. Gas Furnace
8. Exhaust Fans
9. Diffusers, Registers and Grilles
10. Electric Motors, Motor Controllers and Wiring
11. Vibration Isolators
12. Shop Drawings
13. Start-up, Tests and Adjustments
14. Maintenance and Guarantee
15. Guarantee

1.4 WORK IN CONNECTION WITH OTHER TRADES

- A. The following principal items of work will be done under other Sections of these Specifications:
1. Temperature Control Wiring: HC shall furnish all control components and wiring. Controls shall be wired in accord with wiring diagrams prepared by the Temperature Control Manufacturer.
 2. Electric Wiring: HC shall furnish motor starters, controls and other electrical equipment as specified and deliver same to EC at job site for installation. EC shall provide all disconnect switches, fuses and wiring. All equipment, trim and controls furnished by others required to be mounted by HC shall be furnished to him for mounting.
 3. Responsibility: HC shall be held responsible for correct installation and operating of all material furnished by him under this contract whether or not equipment is installed by him.

1.5 REMOVALS AND RELOCATIONS

- A. Refer to section 235000.

1.6 PIPING, FITTINGS

- A. Piping:
1. Refrigerant Piping: Type ACR copper tubing with wrought copper fittings and brazed joints.
 2. Condensate Piping: Schedule 40 PVC.

B. Fittings:

1. All fittings for copper tube shall be wrought copper joined with Silverbrite lead-free solder. Unions of brass pattern shall be used as required to facilitate the removal of equipment or accessories in connection with copper tube. Flanges shall be used on connections greater than 2".

1.7 SHEET METAL WORK

- A. Provide all sheet metal work for all systems shown on Drawings, including all required register boxes, diffuser collars, balancing dampers, fire dampers, and auxiliary work necessary to make the various system complete and ready for satisfactory operations.
- B. Except as noted, all sheet metal for systems shall be fabricated of galvanized steel. Galvanized sheet metal shall be of the best grade. Ducts shall be constructed, braced and reinforced and of a gauge thickness in accordance with SMACNA Duct Manual, latest Edition.
- C. Any duct connections made with holes or open corners shall be opened and redone or soldered tight at the discretion of the Architect. No caulking compound shall be used to cover imperfect workmanship. Panels shall be cross creased for stiffness and supported with braces, ties and angles to prevent buckling.
- D. Double radius turning vanes shall be provided in all square elbows.
- E. Immediately after fabrication open ends of ducts shall be sealed with plastic film to prevent entry of dust and dirt during shipment, storage and installation.
- F. Open ends of existing ducts being extended, altered or cleaned shall be sealed with plastic film to prevent entry of dust and dirt during construction. Plastic film shall also be installed to protect temporary openings in ducts being cleaned.
- G. Acoustic Lining: As a minimum the first 15'-0" of air conditioning supply and return ductwork shall be acoustically lined, 1" thick, heavy duty 3 lbs., density liner tacked and pasted. Also see drawings for addition requirements. Lining shall meet NFPA and NBFU No. 90A Standards for Low Fire and Smoke Spread. Allow for thickness of insulation in duct sizing. Liner shall be fiber free by Owens-Corning, duct liner.
- H. Adhere liner to all interior sides of duct with minimum 50% coverage of a suitable fire resistive adhesive. Use mechanical fastening of Gripnails, Weld Pins, Tuff-Weld Nylon hangers or Stic-Klips on maximum 16" centers at top sections (when width exceeds 12") and on sides (where height exceeds 24"). Butter and point all joints with a fire resistive coating to keep moving air from getting behind the insulation. Use mechanical fasteners on all sides, top and bottom of duct. Coat cap of fasteners and all cut edges of liner with a brush coat of fire resistive coating. Use metal corners to protect leading edges of liner insulation. Skylight exhaust ductwork to be fully lined.
- I. Flexible ductwork shall be insulated, UL181 listed Class 1, length of runs shall not exceed 4'-0", and runs shall not pass-through walls or partitions. Connections to rigid ductwork and diffusers shall be double banded. Thermaflex flex flow elbows shall be provided at all diffuser connections. Flexible ductwork shall not be used for return or exhaust service.

- J. Access doors shall be provided in all casings and ductwork for access to coils, and filters, dampers, fresh air intakes and all other such equipment and locations requiring maintenance or periodic inspection. Where doors are installed in insulated casings, or ducts, these doors shall be double thick steel with an insulated core. Access doors shall have continuous piano hinges and slide bar bolt locks with gasketed edges. Furnish ceilings and wall access doors for access to heating and ventilating equipment as specified.

1.8 INSULATION AND COVERING

A. General:

1. Insulate all cold-water make-up piping, ductwork and equipment as herein noted.
2. All insulation work shall be performed under this Section.
3. All joints shall be butted firmly together. All insulation shall be installed in accordance with best practice of the trade and in accordance with manufacturer's recommendations. All workmanship shall be done so as to leave a smooth finish with no raveled edges.
4. Fittings shall be insulated with preformed sections and covered with Zeston fittings.
5. Insulation shall be continuous at hangers and supports.
6. Provide high density insulation inserts under pipe supports and hangers. For pipes 2" and above, shields to be T-2000 Calsil with ASJ jacket by Thermal Pipe Shields.
7. For all piping, end joint strips and overlap seams shall be adhered with a vapor barrier mastic and stapled with outward clinch staples on 4" centers.
8. All insulation materials, adhesives, mastics and jackets assemblies shall be UL rated and classified. Ratings shall not exceed:

Flame	25
Fuel Contributed	50
Smoke Developed	50

B. Refrigerant Piping:

1. Insulate refrigerant piping with 1" thick Armaflex. Coat exterior piping with approved paint.

C. Ductwork:

1. Air conditioning, and outside air ductwork shall be insulated as herein noted. External insulation may be omitted where ducts are acoustically lined.
2. External Insulation:

- a. For concealed ductwork provide fiberglass blanket with FRJ aluminum jacket. Blanket shall be wired on, with all joints overlapped, pasted and sealed.
 - b. For ductwork exposed in fan rooms, mechanical rooms, Basement accessible attics and outdoors, provide 3# density rigid fiberglass board (2" thick) with ASJ cover. Install with stick clips and corner beads. Tape all joints, seams and clips.
3. Thickness: Unless otherwise noted, all heating and ventilating and air conditioning ducts and make-up air and dishwasher exhaust duct, shall be insulated to thickness specified. Unless otherwise noted, thickness as follows:
- | | |
|-------------------|----------|
| Supply and Return | 2" thick |
| Outside Air | 2" thick |

1.9 FOUNDATIONS, SUPPORTS, SLEEVES AND PLATES

- A. Unless otherwise noted, HC shall provide all foundations, hangers, and supports for his equipment including piping, air conditioning units, fans, fin pipe radiation and covers, ductwork, etc.
- B. All ductwork, piping, wiring, and equipment shall be hung or supported from structural members only.
- C. Ductwork shall be supported in accord with SMACNA Standards.
- D. Piping:
 1. All pipe 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 or perforated metal to support pipes will not be permitted.
 2. Spacing of pipe supports shall not exceed 8' for pipes up to 1-1/2" and 10' on all other piping.
 3. Finned pipe shall be supported on wall brackets. All piping shall be supported to allow free movement where expanding or contracting. Pipe shall be anchored as required or directed.
 4. All horizontal pipe, 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".
 5. All supports shall be fastened to structural members or additional steel supports provided by HC. Where connecting to bar joists, connections shall be made at panel points.
 6. Where pipes pass through masonry, concrete walls, foundations, or floors, HC shall set such sleeves as are necessary for passage of pipes. These sleeves shall be of sufficient size to permit 1" of insulation to be provided around pipe passing through. HC shall be responsible for exact location of these sleeves.
 7. Sleeves shall not be used in any portion of building where use of same would impair strength or construction features of the building. Insert for supporting

lateral pipes and equipment shall be placed and secured to form work, and all sleeve insert locations shall be thoroughly checked with Architect so as not to conflict with other trades.

8. Where pipes pass through floor or walls, they shall be provided with chromium plated escutcheons.
9. All piping passing from floor or walls to finned pipe enclosure or panel radiators shall be provided with sleeves of same material and finish as adjacent enclosure.
- E. Unless otherwise noted, auxiliary steel supports for support of all mechanical equipment as required for particular applications or as directed and indicated on Drawings shall be by HC. All equipment hung from overhead construction shall have weight or equipment distributed by use of angle or channel iron beams as necessary and approved or substantially fastened to beams used for building structural support.
- F. All operating equipment shall be supported so as to produce the minimum amount of noise transmission.
- G. Provide vibration isolation devices for support of all equipment having moving parts.
- H. Provide curb rails, Pate or equivalent for mounting of roof mounted equipment, condensing units, etc.

1.10 SHOP DRAWINGS

- A. All manufactured and fabricated items shall be submitted for review before installation of same. Submission shall be in form of manufacturer's standard printed sheets, pamphlets or bulletins and shall be clearly indicated thereon as to size, type, etc.
- B. Before fabricating any work, HC shall prepare and submit drawings of all ductwork and complicated piping including coordination of lighting, ceiling grid, structural steel and connections to related equipment showing all dimensions and details of construction and installation. No work is to be fabricated until shop drawings are reviewed. Shop drawings shall be 3/8" equal to 1'-0" minimum scale.
- C. Review of submission shall mean review of equipment and/or fabrications as to design and performance only. Contractor shall be responsible for scheduling quantities, physical size to suit allowable space, electrical characteristics, etc.
- D. Any additional costs incurred due to substitution of equipment (e.g., electrical, structural, etc.) shall be borne by HC.
- E. The following items require a submission of shop drawings:
 1. Ductwork
 2. Hangers and supports
 3. Condensing Unit
 4. Gas Furnace
 5. Exhaust fans
 6. Diffuser, registers and grilles
 7. Motor controls
 8. Temperature controls

1.11 START-UP, TESTS AND ADJUSTMENTS

- A. Unless otherwise specified, all new and altered piping systems shall be hydrostatically tested to 100 psig. Test shall be four (4) hour duration, during which time piping shall show no leaks and during time no sealing of leaks will be permitted.
- B. Balancing shall be done by a certified balancing firm. An allowance of four (4) additional four (4) hour periods shall be made to rebalance air and/or water flows, if found necessary
- C. Balancing shall be done by a certified testing and balancing firm, NEBB, AABC or other nationally recognized organization.
- D. HC shall balance out all systems and submit test reports showing operational data to include the following:
 - 1. Motor power consumption for fans and pumps
 - 2. Air quantities at each outlet and each inlet
 - 3. Fan RPM and total air quantities for supply, return, outside and exhaust air
 - 4. Discharge and inlet static pressures
 - 5. Motor size and amperage draw for each fan.
- E. HC shall furnish services of a qualified person, thoroughly familiar with job, to operate and make all adjustments so that system and control equipment shall operate as intended. This person shall make adjustments including balancing of water and air systems in cooperation with qualified representative of mechanical equipment manufacturers and temperature control manufacturer. Architect is to be notified when this balancing is to be performed.
- F. When all work is in an acceptable operating condition, Owner shall be furnished with trade literature, parts lists, and operating instructions for all equipment furnished.
- G. Contractor shall furnish one glass framed set and two sets not framed of operating and maintenance instructions, control circuits, and charts with the number of all critical valves corresponding to 2" brass numbered valve discs chained to these valves to Architect.
- H. Final inspection and review shall be made only after proper completion of all of the above requirements.
- I. As part of the operating and maintenance manual HC shall provide a detailed listing of the equipment installed. As a minimum the listing shall include:
 - 1. Unit type
 - 2. Unit designation
 - 3. Unit location
 - 4. Area or areas served by unit
 - 5. Starter location
 - 6. Unit manufacturer
 - 7. Model number
 - 8. Scheduled capacity
 - 9. Electrical, Volts, Phase, Amps
 - 10. Motor HP
 - 11. Filter type, quantity and sizes
 - 12. Belt quantity and model

1.12 CONDENSING UNIT

- A. Refer to drawings for capacity, model and manufacturer.

1.13 GAS FURNACE

- A. Refer to drawings for capacity, model and manufacturer.

1.14 COOLING COIL

- A. Provide a cased cooling coil as shown and scheduled on drawings.
- B. Coil design do an excellent job of water management. The coils are designed to avoid water blow-off into the ducts by directing condensate away from the fins and into the drain pan.
- C. Each coil is equipped with a corrosion-resistant condensate drain pan. The condensate drain pan is designed with a slope to help ensure proper drainage, improved moisture removal, and home comfort.
- D. Condensate pan features two ¾ inch female threaded brass insert connections. The unique brass inserts provide for a leak-free condensate line connection to prevent water damage.
- E. Coils are provided with proven sweat-connections for leak-free operation maintaining system reliability.
- F. These coils meet or exceed burst pressure of 2100 psi which is at least three to five times the pressure they will see in actual application.
- G. Thermostatic Expansion Valve (TXV) – All Carrier coils have refrigerant-specific factory-installed TXV's.
- H. The ring, installed inside the liquid line connection at the TXV, is the best option for preventing refrigerant leaks and future service calls.
- I. Protect the durable copper tubing from being damaged during the manufacturing and installation process.

1.15 HEAT PUMP SPLIT SYSTEM

- A. Provide a Mitsubishi or equivalent Inverter System.
- B. System components and capacity shall be as scheduled on the drawings.
- C. Outdoor unit shall be an inverter driven S unit.
- D. Indoor units to be wall mounted units.

1.16 EXHAUST FAN

- A. Refer to drawings for type, capacity, model and manufacturer.

1.17 DIFFUSERS, REGISTERS AND GRILLES

- A. Provide where shown on Plans, diffusers, registers and grilles of sizes and types indicated on Drawings. Unless otherwise noted on Plans, units shall be by Titus or equivalent.
- B. Catalog numbers and performance data are based on models scheduled on Drawings. Noise levels of all air terminals shall not exceed those of units specified. Velocity of air in the breathing zone shall not exceed 50' per minute.
- C. A complete schedule of diffusers, registers and grilles shall be prepared and submitted for review.
- D. Supply-Air Registers shall be extruded aluminum construction of the double deflection type, with opposed blade volume dampers. Volume damper blades shall overlap when closed eliminating any possibility of air leakage. Dampers shall be operated by means of removable key. Provide deflectors for all supply air registers, wherever registers are shown connected at right angles to branch duct servicing same.
- E. Return-air and Exhaust-Air Registers shall be extruded aluminum construction of the single deflection type, with opposed blade volume dampers and horizontal face bars. Dampers shall be operated by means of removable key.
- F. Supply-Air Diffusers: Shall be extruded aluminum construction of the adjustable pattern throw-type for ceiling or duct installations as required. Diffusers shall have multi-blade volume dampers and air distributing grids, supplied by same manufacturer as the diffuser proper. Volume damper shall be operated from below. Blank off quadrants of diffuser as noted to attain one, two or three-way blow. Furnish with grid for uniform air flow.
- G. Where noted on plans, provide linear supply diffuser of type scheduled, or noted on drawings. Diffusers shall be of extruded aluminum, bar stock type and where in floor, shall be reinforced for floor use.
- H. Finish of diffusers, registers and grilles shall be in baked enamel of color selected by the Architect.
- I. All air terminals shall be furnished by the manufacturer with sponge rubber gaskets around the frame periphery to provide an air tight seal against the wall or ceiling into which the air terminal is set. Gaskets shall be no less than 1/4" thick, and shall be securely glued to the inside surface of the frame.

1.18 MOTOR CONTROLLERS AND WIRING

- A. HC shall furnish all necessary electrical controls, motor starter, switches, etc., for proper operation of equipment furnished by him under this Contract, and as herein noted.
- B. Separate magnetic starter with thermal overload protection shall be used for all motors 1/2 HP and over. All magnetic starters shall have phase loss protection module. For motors 20 HP and above, provide reduced voltage starters.

- C. All starters shall have Hand-Off-Auto push buttons and pilot lights.
- D. Separate manual starter with thermal overload protection for all motors 1/3 HP and under.
- E. Provide non-fused disconnect switches at exhaust fans.
- F. Electric service is 120/208 volt, 3 phase, 4 wire, 60 cycle. All motors ½ HP and under shall be wired for 120-volt, single phase; motors 1/2 HP and over shall be 208 volts, 3 phase, exceptions as specified.
- G. Provide all auxiliary contacts and controls required for interlocks and automatic operation of HVAC equipment as noted under temperature control specifications. Control circuit voltage shall not exceed 120 volts. Provide fused control transformers where required.
- H. HC shall be responsible for the proper electrical connections which will be done by EC and shall supply said EC with all necessary wiring diagrams to complete this installation.

1.19 ELECTRIC MOTORS

- A. High efficiency motors shall be provided with all of the equipment furnished under this section.
- B. Minimum efficiencies for 1800 motors shall be in accord with NEMA MG-1, as follows:

Motor Size	Minimum Rated Efficiency
1 HP	85.5%
1 ½	86.5
2	86.5
3	89.5
5	89.5
7 ½	91.0
10	91.7
15	93.0
20	93.0
25	93.6
30	94.1
40	94.1
50	94.5

- C. Fractional horsepower motors shall be high efficiency, permanent split capacitor type.

1.20 AUTOMATIC TEMPERATURE CONTROL SYSTEM

- A. Provide all labor and material for a complete electric/electronic low voltage system of temperature controls.
- B. Work shall be complete in all respects, including labor, transformers, materials and necessary services, and shall be installed by competent mechanics.

- C. Complete control drawings shall be submitted for approval before field installation is started. The drawings shall give a complete description of all control elements complete air flow diagrams locating instruments, valves, etc. and show all wiring. In addition, the submittal shall include manufacturer's data sheets on each control component and a sequence of operation.
- D. All electrical wiring, including but not limited to power, control and miscellaneous conduit, connections, etc., required for the installation and operation of the ATCS, will be furnished and installed by the H.C. Any wiring exposed in public spaces must be concealed or installed in Wiremold, (finish as per Architect). Provide drawings indicating Wiremold runs for review and approval by Architect/Engineer prior to any installations. All wiring must comply with NEC, State and Local Codes.
- E. Sequence of Operation

- 1. Furnaces

- a. Provide a seven (7) day programmable room thermostat to start the unit during occupied times and stop the unit during unoccupied times.
- b. Room thermostat to cycle heating stages of furnace to maintain space temperature.
- c. Furnace with AC: the condensing unit shall be cycled to maintain room temperature. When the unit is on in the occupied heating cycle, the condensing unit shall be off.
- d. For the unoccupied, the units shall cycle to maintain reduced temperature.
- e. Provide dual entry controller and motorized dampers.

- 2. Exhaust Fans to operate under control of 7-day digital programmable time clock.

1.21 ALTERNATES

- A. Alternate No. 1: Provide 2 ½ ton heat pump system, refer to drawing H-102 for details.

1.22 GUARANTEE

- A. Refer to Section 235000

END OF SECTION

SECTION 260000

ELECTRICAL WORK

1.1 GENERAL

- A. All work of this section shall be governed by the requirements of the Conditions of the Contract, and the entire Division #1, General Requirements.
- B. Due to the nature of the work and the rigid time schedule required, the utmost cooperation between Contractors must be maintained.
- C. Removals and Relocations Work shall be as specified in Section 235000.
- D. Cutting and rough patching work is as defined in Sections 235000.
- E. Submittal requirements are as outlined in Section 235000 and General Conditions.
- F. Record drawings are as outlined in Section 235000 of the Conditions.
- G. EC shall visit the site to ascertain existing conditions relative to the work.
- H. All work shall be in strict accord with the National Electric Code (NEC) and the Electrical Contractor shall furnish the owner with Underwriters Electrical Certification upon completion of work.
- I. The Electrical Contractor shall obtain all permits and pay all fees.
- J. All components shall bear U.L. labels.
- K. EC shall be a firm regularly engaged in the installation of electrical systems for a period of at least five (5) years and shall have the licenses and certificates required by local, county and state regulations. License/Certificate holder shall be an officer of the firm and have a minimum of five (5) years employment with the firm.
- L. The following abbreviations shall apply:
 - G.C. - Contractor for General Construction
 - PC - Plumbing Contractor or Sub-Contractor
 - HC - Heating Contractor or Sub-Contractor
 - EC - Electrical Contractor or Sub-Contractor

1.2 QUALITY ASSURANCE

- A. Requirements given herein may be affected by other related requirements of the project specifications. Correlation of contract requirements is the responsibility of the Contractor.
- B. All Electrical Work on this project shall be governed by this specification.

1.3 SCOPE OF WORK

- A. EC shall provide all labor, material and appliances required for a complete electrical installation as shown on drawings and hereinafter specified, including but not limited to the following principal items:
 - 1. Removal and Relocations
 - 2. Grounding and Bonding

- 
3. Hangers and Supports
 4. Motor Protection Wiring
 5. Testing
 6. Service (Existing)
 7. Panels
 8. Raceways and Pull Boxes and Outlet Boxes
 9. Overcurrent Devices
 10. Wires and Cables
 11. Devices
 - 12. Call for Aid**
 13. Disconnect Switch and Motor Controllers
 14. Lighting Fixtures, Exit and Emergency Lights
 15. Telephone and Data Facilities
 16. Fire Alarm System
 17. Temporary Light and Power
 18. Shop Drawings
 19. Guarantees

1.4 REMOVALS AND RELOCATIONS

- A. Refer to Section 235000.

1.5 WORK NOT INCLUDED

- A. The following work is not included unless otherwise specified hereinafter:
 1. Furnishing of motors, motor controllers, temperature controls.
 2. Painting: Finished painting of exposed conduits, apparatus, etc.

1.6 GROUNDING AND BONDING

- A. Grounding as required by governing codes and/or indicated for grounding distribution systems, conduits, panels, motors, wiring devices, and non-carrying metal parts.
- B. Use grounding type bushings on feeder conduits. At receptacles the ground terminal is connected with #14 copper wire to screw lug or "jiffy" terminal on outlet box.
- C. Inaccessible and permanent connections made by Exothermic Process grounding terminal fastened to equipment brazed with the metal being thoroughly cleaned, and bolted connections silver plated.
- D. At panelboard cabinets and switchboards connect the grounding bushings to ground lug with copper conductor, sized per NEC based on current carrying capacity of largest conductor or feeder entering panel board. Minimum size #12 AWG.
- E. Wire all raceways, conduit, cabinets, outlets, etc. so that they are mechanically jointed into continuous electrical conductor. At service board, raceway shall be bonded with a bare copper wire to service equipment enclosure. At boxes, fittings and enclosures, lock nuts and bushing shall be used to provide mechanically secure connections.
- F. Only threaded fittings shall be used on rigid conduit; compression fittings on EMT.
- G. Equipment grounding shall be in accordance with NEC.

- H. Equipment Grounding: Equipment grounding conductors commonly described as a "green wire" shall be provided for feeders and branch circuits protected by over current devices rated 30A and over and all motors, and also in raceways buried in earth or using flexible conduit regardless of size of overcurrent protection. Equipment ground will consist of metallic connection to ground of non-current carrying metal parts of wiring system or apparatus connected to system, including metal raceways, busways, outlet boxes, cabinets, switch boxes, motor frames, transformer cases and metallic enclosures for electrical equipment. The primary objective of equipment grounding is greater safety and assurance of clearing a fault.
- I. Metallic conductor shall be enclosed in same raceway as phase conductors and shall be insulated. Where multiple raceways are required, separate grounding conductor shall be provided for each raceway.

1.7 HANGERS AND SUPPORTS

- A. Support conduits on "Kindorf" wall bracket or ceiling trapeze hangers with "Kindorf" #C105 straps secured by toggle bolts on hollow masonry units. "Kindorf" concrete inserts or A & J shields to suit conditions in concrete or brick, machine screws on metal and wood screws on wood.
- B. Nails will not be permitted. Support suspended conduits by "Kindorf" lay in type hangers when run singly and "Kindorf" trapeze hangers in groups. Grouped runs, symmetrical where bends occur, nest to a uniform radius. Support lateral runs of piping securely on hangers, brackets, etc., and in manner to allow for expansion and elimination of vibration.
- C. Brace and support risers and other vertical pipe runs with split ring hangers having threaded rods and wall plates, friction clamps or other approved means suitable for location and requirements. Do not support conduit from another conduit of piping or mechanical system. Spacing of supports shall be according to the NEC. Space limitations in hung ceiling spaces and conditions in other locations may require use of other type of hangers than those specified above. Provide suitable and approved hangers for such job condition.
- D. In areas of the buildings where wood beams were employed, hanger rods shall be supported from side beam brackets bolted through the beam similar to ITT Grinnell Figure 202.
- E. As required, where rods can be supported to steel beams use a beam clamp.
- F. Inserts for small work - Ackerman - Johnson, for large work, expansion shields. Wooden plugs not permitted.
- G. Equipment hung from Overhead Construction: Have weight of equipment distributed by use of angle and channel iron to beams used for building structural support.
- H. Hanger Rods: Steel, threaded with nuts and lock nuts, sizes in accordance with the following schedule:

<u>Conduit Size</u>	<u>Rod Size</u>
3/4" to 2" inclusive	3/8"
2-1/2" to 3-1/2" inclusive	1/2"
4" to 5"	5/8"

- I. Where the hanger rod supports more than a single run of conduit, use the following:

Rod Size - inches	3/8	1/2	5/8
Loading Rate - pounds per pair	800	1512	2424

J. Manufacturer: Kindorf, ITT Grinnell, Unistrut, or Globe.

1.8 WIRING IN CONNECTION WITH OTHER TRADES

- A. Provide conduit, wiring, appurtenances and make all connections to motors, etc., to make systems operate as intended in accordance with the requirements of the specifications and as hereinafter specified. GC, HC, and PC will furnish (after review) detailed wiring diagrams, shop drawings, instructions and equipment for installation.
- B. Provide wiring and conduits to all equipment furnished under other contracts and provide a complete system. Do all wiring and make all connections.
- C. Refer to shop drawings of all equipment furnished by others for proper equipment sizes, voltage, phase characteristics, space requirements, etc., and verify with requirements on drawings.
- D. Notify Architect in writing of any discrepancies before roughing for equipment. Provide receptacles and connections to each and every piece of equipment, and replace cords with new of proper type and size, with plugs to suit receptacles provided.
- E. GC, HC, and PC to furnish all electrical equipment for completion of their contracts to include all combination motor starters, electrical thermostats, relays, limit controls, transformers, etc. All electrical equipment attached to piping or ductwork shall be installed by HC/PC.
- F. Operational faults found in inter-connecting of mechanical and electrical equipment shall be corrected and shall be the responsibility of the Contractor responsible for same. In the event of dispute, the Architect will make final decision as to responsibility for correction.
- G. Motor Controls will be furnished by others. Installation and all wiring shall be included in work by EC; HC to provide wiring diagrams.
- H. Temperature control wiring by HC, except for 120v wiring to equipment. 120v wiring shall be by the EC.
- I. In addition to the control devices requiring wiring, specifically shown or scheduled on the drawings, EC shall allow for the wiring of ten (10) additional devices, to allow for variations shown on final shop drawings. Included shall be 45'-0" of 3/4" 4#14 for each device and the necessary connections.

1.9 WORK IN CONNECTION WITH EQUIPMENT FURNISHED BY OTHERS

- A. EC shall be responsible for handling of all electrical equipment which may be furnished by others, from curb side loading dock to point of use, for setting and wiring of same and for final installation.
- B. Prior to installation, EC shall review equipment shop drawings and roughing to verify locations, devices, outlets, and advise Architect of any discrepancies.
- C. EC shall inspect materials furnished by Equipment Suppliers and advise Architect, prior to installation of any shortages of, or damage to, materials or non-code complying items.

1.10 MOTOR PROTECTION AND WIRING

- A. Be responsible for the installation of proper size thermal overload, fuse and circuit breaker protection of motor (3 overloads to be provided for 3 phase equipment).
- B. Upon completion of connections to any motor and when all mechanical features permit operation of motor, operate said motor and determine that its direction of rotation and method of operation is correct. Take ammeter readings on all motor leads to determine starting current and steady state full load operating current, record these readings, and determine the following:
 - 1. Proper value of heaters for thermal overload protection.
 - 2. Proper value of time-delay fuses to provide safe motor operation without unnecessary blowing on starting currents but sized as close as possible to the steady state running current.
 - 3. The proper setting of circuit breakers for motor protection as in above.
 - 4. Insert proper heaters, proper fuses and make proper settings on circuit breakers. Furnish to the Architect a record of the following for each motor:
 - a. Starting current of motor.
 - b. Full load steady state running current.
 - c. Size of heater in thermal protective device
 - d. Size of fuses.
 - e. Trip rating of circuit breakers.
- C. Make motor connections with short length (18" minimum) flexible metallic conduit (neoprene jacketed) to allow free movement of motor vibration.

1.11 TESTING

- A. Upon completion of new and existing portions of electrical systems changed by EC, systems shall be tested for short circuits and grounds, including but not limited to insulation resistance testing on feeders.

1.12 ELECTRIC SERVICE

- A. Existing service shall remain and be extended to serve the renovated building.

1.13 BRANCH CIRCUIT PANELS

- A. Provide service rated branch circuit panels per plans.
- B. General: UL labeled and rated for voltage supplied, with bolt-on circuit breakers as scheduled; dead front construction with mains of ampere rating not less than frame size of circuit breakers feeding same.
- C. Style Surface or flush mounted as indicated. Panels to conform to physical requirements listed in balance of this Section.
- D. Internal Mounting and Bussing: Back pan flanged entire length of angle iron, securely fastened for rigidity; screws, bolts, and lock washers only for copper connections, copper bus bars securely fastened to base independent of breakers for support. Main and branch circuit connections of copper cross-section based upon NEMA standards; main busses and back pan arranged so branch circuits may be changed without machining, drilling or tapping.

- E. Cabinets and Boxes: NEC gauge steel, completed galvanized or bonderized with gutter size prescribed by code as minimum. Back boxes construction with welded or riveted lapped corners.
- F. Cabinet exterior finished in gray enamel over rust inhibiting primer. Interior finished with one coat rust inhibiting primer.
- G. Provide ground lug welded or brazed to panelboard box for connection of ground wire from ground bushing.
- H. Trim and Doors: NEC gauge steel, finished as described in previous paragraph with fronts having adjustable indicating trim clamps, welded trim rest plate, accurately typed circuit directory index under or heavy clear plastic in frame behind door, flush catch and lock with 2 keys per panel. Panel shall have full piano hinge and door – in - door construction. Keys for all panels on project to be alike.
- I. Spaces indicated on panelboards are for future installation of circuit breakers with busses, drilled and tapped so that single pole, double pole or three pole circuit breakers can be installed.
- J. Provide wire markers over wiring for phase and neutral wires indicating associated circuit breakers pole number.
- K. Provide linen tags around wiring where circuit exits cabinet to indicate circuit breaker pole number and termination point of wiring.
- L. Where indicated, provide NEMA 4x enclosure and fittings.
- M. Manufacturer: Cutler Hammer, GE, Square D, Westinghouse, ITE

1.14 BUS BAR RATINGS

- A. Copper used in distribution centers, panelboards, (both light and power) or whatever purpose to meet NEMA standard for purity. Capacity ratings to equal or exceed indication on plans.

1.15 RACEWAYS AND PULL BOXES

- A. General: Raceway system shall be continuous, concealed or exposed as indicated, for feeders, branch circuits, systems of all voltages, etc., to afford complete removability of all conductors and accessibility of junction boxes in accordance with codes. Manufacturer's name and UL label to appear on each length of conduit (3/4" minimum unless otherwise noted)
- B. Type of raceways shall be as follows for all feeders, distribution, branch light and power circuits and all low-tension systems (See plans for additional requirements):

<u>Application</u>	<u>Type of Conduit</u>
Buried in Concrete	Galvanized rigid steel
Buried in masonry	Galvanized rigid steel
In hollow partitions or hung ceilings	EMT, galvanized rigid steel, Greenfield or MC cable, where permitted by code
Exposed in unfinished areas	EMT, Galvanized rigid steel, Rigid aluminum conduit

Exposed in finished areas	Wiremold surface raceway, with extent and routing reviewed with Architect prior to installation
In or below floor slabs	PVC with metallic elbows were turned up.
Conduit for ground conductors	Rigid galvanized conduit
Underground	Galvanized rigid steel or Schedule 80 PVC encased in concrete (with rigid steel elbows)

- C. Run conduit or Wiremold and install outlets carefully and coordinate with other trades to avoid piping, ducts and other mechanical equipment. Where possible Wiremold shall be run up against existing molding strips. Do not cross pipe shafts or ventilation duct openings. Exact location of wall and floor outlets are to be determined from architectural drawings of other trades having work in the area. In no case will any extras be allowed due to failure or neglect to determine exact locations before installation.
- D. All conduits shall be reamed, burrs removed, and conduits cleaned for the proper introduction of wire. All conduit ends shall be capped and plugged with standard conduit accessories as soon as some have been permanently installed in place.
- E. Conduit to be bent as required without flattening or scarring conduit finish. Conduit distorted and/or scarred will be rejected and replaced at no expense to Owner.
- F. No conduit to run either directly above or below heating pipes or directly under water pipes. Maintain at least 3" between raceway and parallel pipe covering and at least 1" at right angle crossing.
- G. Avoid traps conducive to collection of moisture. Insert sealed fittings where conduits leave building interior above ground or enter refrigerated or hazardous areas.
- H. Underground conduits to slope away from building. Conduits entering or leaving building above or below grade shall be sealed with duct seal.
- I. No chasing of exposed block walls permitted. Conduits to run in voids of blocks.
- J. Where conduits occur in groups in slabs or partitions, care must be taken not to weaken the structure. Where such a condition occurs, consult Architect before work progresses.
- K. Where metallic raceways pass thru expansion joints, provide "OZ" type AX or DX expansion fitting, within raceways system per manufacturer approved installation method.
- L. No wiring is to be installed before conduits and outlets are permanently secured in place; in concrete pours before concrete is poured and set; in concealed conduits located in plastered rooms before brown scratch has been applied to walls and ceilings.
- M. Provide insulating bushings and double locknuts on all conduits.

- N. Compression raintight connections shall be used on EMT.
- O. No set screw type connectors allowed in any conduit work. Use threaded joints and paint all underground conduits two (2) coats of asphaltum paint.
- P. Install all sleeves and box openings in walls and floors required for installation.
- Q. Provide "OZ" type CB metal closing caps on empty conduits that remain empty after final inspection and approval.
- R. Provide minimum #12 AWG drag line in empty conduits.
- S. Flexible conduit shall be used when running in voids of structural planking and in making up short flexible connections to rotating or vibrating machinery or equipment, or as otherwise indicated on drawings.
- T. Mechanically join together all wire raceways, conduit, etc., into a continuous electrical conductor. At sub distribution panel, raceways must be bonded with bare copper wire to service equipment enclosures. Provide grounding bushings on all conduits entering the panelboards, distribution panels, switchboards, etc.
- U. Install Wiremold and conduit runs parallel with or at right angles to walls and ceilings. Run along molding and trim where possible.
- V. Test all conduits installed and left empty for clear bore and correct installation with ball mandrel, brushes and snake, before installation will be accepted. Ball mandrel to be approximately 85% of internal diameter of raceway to be tested. Mandrel assembly to include two short brushes. Snaking of raceways to be done in presence of representative of Architect. Any conduit which rejects the mandrel must be cleared at once. All work such as chopping concrete, etc., replacing defective conduit and restoring surface to original condition is to be done at no expense to Owner.

1.16 OUTLET BOXES

- A. General: Plans show conditions as accurately as possible to indicate them in scale, but do not necessarily show all the fittings, etc. necessary to suit building conditions. Locations of outlets, appliances, etc. are approximate. Responsibility remains with the EC for proper locations in order to make them fit with architectural details and instructions from Architect's representative at job site. Before installation of conduit for switches, receptacles, ceiling lights, or motors, the Architect and Engineer reserve the right to move each outlet location to better adapt them for usage prior to installation, within a distance of 5'-0" as presently indicated, at no additional cost to Owner.
- B. Type: Hot dipped galvanized of size to accommodate devices and wiring installed, provide with covers to suit function. Wherever boxes are located in exposed masonry walls, use only straight composition type with hub conduit entries and gaskets. Boxes and covers for exposed work, cast aluminum with suitable cover plate. All floor box outlet locations must be verified by Architect prior to installation. Surface Wiremold raceway system shall contain proper Wiremold fittings and boxes as required for a complete installation.
- C. Location: Heights are indicated above finished floor to center of devices and are for estimating purposes only. Exact locations shall match existing or as noted on drawings.

Receptacles

General 18", where at counters, 6" above counter.

Lighting Switches	48"
Panels	Not higher than 6'-0" to top breaker or switch.
Fire Alarm Pull Stations	48"
Fire Alarm Signals	80" or 1'-0" below ceiling

- D. Where height of wall outlets is not given locate as best suited for extension to equipment supplied and as directed. Where special conditions exist, locate outlets as directed.
- E. In center outlets, allow for overhead pipes, ducts, etc. and variations in arrangement and thickness of fireproofing and plastering also window trim, paneling, etc. Any inaccuracy resulting from failure to do this must be corrected without expense to Owner.
- F. Coordinate location of electrical equipment with work of other trades. Verify all door swings before roughing for switches, etc. Outlets set in exposed block wall to be set vertically and line up with joints in coursing.
- G. Installation: Securely fasten outlet boxes. Use hangers to support outlets in hung ceilings. Use galvanized bar irons attached through openings inside of the outlet box for outlets in hung ceilings. Outlets to be accessible by removal of fixtures or access panel. Equip outlets with fixture stud. Fixture outlet boxes must be set so the edge of outlet box comes flush with finished surfaces except where cast in slab, outlet boxes may then be set flush with slab. Erect wall and switch outlets in advance of furring and fireproofing and firmly secure to steel work with metal straps. Make necessary adjustment to work so outlets are properly centered after interior finish is erected. Set outlets to line up with joints in ceiling tile or in center of one tile block.
- H. For terminating conduit at all boxes, fittings, and enclosures, use Thomas & Betts #3870 series insulated grounding and bonding bushings, or equivalent. Always use double locknuts.
- I. Exterior boxes to be cast aluminum, weatherproof with all required gaskets.
- J. Manufacturer: Crouse-Hinds, Raco, Steel City, Hubbell, Wiremold.

1.17 HANDHOLES and SPLICE BOXES

- A. Handholes: For all underground electrical, telephone and cable to service. Provide precast handholes with heavy duty metal traffic rated covers. Covers shall be labelled for services and voltages. Handholes for utility services shall also meet utility requirements. Provide Quazite brand, or equivalent with metal covers.

1.18 WIRES AND CABLES

- A. General: Conductors #8 and larger - copper stranded, #10 and smaller, solid copper, 600V insulation. Insulation to be as follows: lighting fixtures - AF or THWN, all others - THWN or XHHW, except where otherwise specified on plans.
- B. Where permitted MC armored cable with THWN conductors may be used for branch circuit wiring.
- C. Maintain consistent phase identification throughout utilizing colored insulation or braids; colors used for identification shall match existing.

- D. Colored tapes, paints, or tags will not be acceptable.
- E. Control Wiring: Terminal strips marked in black on a white background, and wires consistently color coded to avoid confusion and permit easy identification of conductors. Use IPECA color code wherever possible, no two wires in the same raceway to be the same color. Control wiring - #14 minimum installed in conduit.
- F. Installation: Interior of raceway into which wire or cable is installed shall be cleaned of all burrs, dirt and obstructions before wire is pulled. Use lubricant designed for pulling wires.
- G. Connect stranded copper conductors with solderless connecting lugs drilled the full diameter of the conductor, or Thomas & Betts compression type. Lugs for cables larger than #2/0 to have to bolts mounting with heavy copper washers for copper lugs. No splices on feeders will be permitted, except by special permission.
- H. Taps in stranded conductor where permitted "OZ" type PT cable tape with type PTC Bakelite covers. Splices in branch circuits to occur only where such circuits divide. No screw caps or wire nuts will be permitted.
- I. Connect branch circuits to panels in such a manner that load balance is within 10% with all circuits in operation.
- J. Circuit numbers indicated on drawings are shown as a guide only and should not be followed when connecting branch circuits to panel.
- K. Tagging of Wires and Cables: Identify all wiring in pull boxes, panels, cabinets, wiring troughs and other enclosures, and at all terminal points, with laminated tags. Clearly tag each wire to indicate origin and circuit number of piece of equipment or circuit it feeds.
- L. Manufacturers: Hatfield, General Cable, Anaconda, Circle, Crescent, Okonite, Triangle.

1.19 WIRE SPLICING AND TERMINATING OF 600 VOLT CONDUCTORS

- A. Splices of wires up to 3 #8 conductors shall be made with pressure type connectors. Wire nuts or screw caps will not be permitted. Splices above this size shall be made with approved mechanical connectors, Scotchfill and Scotch #88 vinyl tape.
- B. Splices in cables #6 gauge and larger shall be made with cast sleeve type connectors with set screws, Scotchfill and Scotch #88 vinyl tape.
- C. Copper conductor terminations shall be made with mechanical set screw, pressed copper lugs. Two bolt lugs shall be used if necessary to obtain sufficient contact surface of 200 amperes per square inch, or to maintain rigidity in terminating large cable.
- D. Small wire splices shall be made with Thomas & Betts, Sta-Kon or equivalent pressure connectors.
- E. Large wire splices shall be made with OZ type XW and OX type XTP or equivalent connectors.
- F. Terminal lugs shall be pressed copper screw lugs as made by MAC or equivalent.
- G. Splices in manholes, handholes, and other damp or wet locations shall be made with suitable kits to form a watertight and waterproof splice. Splice kits shall be

1.20 DEVICES AND PLATES

- A. Provide at every indicated outlet, the proper devices and plates as specified in electric legend. Where more than one device is indicated in one location, gang together in one box and under one plate as required.
- B. All devices to be Specification grade, color as selected by Architect.
- C. Receptacles were installed outside, exposed to weather or in places subject to spray or unusual conditions to be equipped with weatherproof type covers, gaskets, and must have ground fault type protection.
- D. All receptacles shall be child tamper resistant shutter type.
- E. Plates – Heavy gauge nylon of color selected by Architect. For exposed work cast aluminum suitable for cast box utilized. On tile or block walls use rubber gaskets between wall and plate.
- F. Manufacturer: Hubbell, Bryant, Arrow Hart, Salter and G.E.

1.21 CALL FOR AID

- A. Where indicated on the plans, provide a Call For Aid kit, including:
 - Pull cord(s)
 - Pull cord switch with plate
 - Transformer
 - Strobe(s) with circuitry and sensors
- B. Device shall be Edwards signal CFA series, 6538-G5 kit with clear lens, or as submitted and approved equal.
- C. Transformer shall be 120VAC to 24VAC.
- D. Provide line and low voltage circuitry.
- E. Strobe shall be UL 1638 compliant.
- F. Mount per ADA requirements.
- G. Device shall be capable of being combined to light multiple strobes from one switch.

1.22 DISCONNECT SWITCHES

- A. Where required by code and/or noted on drawings, provide safety switch (fused or unfused as required up to 60A size or enclosed circuit breaker with trip as indicated for 100A and over) to disconnect all circuit to motors or appliances.
- B. Style: Totally enclosed type with cover interlocked with operating mechanism to prevent opening by unauthorized personnel when switch is closed. Include provisions for locking switch in "off" position with a means provided for defeat of this feature. Mechanism to be quick make-quick break. All copper surfaces to be tin plated. Line terminals to be provided with insulating shield to protect against accidental contact.

- C. Fused switches to be provided with cartridge fuse and pole for each ungrounded leg. Neutrals to be solid unless otherwise specified or required. Do not fuse switches in excess of 80% of rated capacity.
- D. Switches in equipment spaces shall be H.D. Heavy Duty enclosure type. Switches exposed to the weather or within 10'-0" of sinks, etc. shall be in NEMA 4x enclosure.
- E. Motor Disconnect Switches: Where not indicated to be provided in other sections of specifications and where required by code, provide disconnect switches as described.

1.23 MOTOR CONTROLLERS

- A. Furnished under respective trade sections.
- B. Obtain all required information for equipment being supplied from Contractor supplying same and install controller and all wiring and make all connections as required for proper operation.

1.24 LIGHTING FIXTURES

- A. General: Provide fixtures as indicated and further specified. Fixtures to bear label of Underwriters' Laboratories and to be installed true and plumb, left clear and free from grease and fingerprints. Damage to ceilings or walls to be repaired/replaced at no cost to Owner. Lighting fixtures to be complete with all necessary mounting hardware, lamps, ballasts, starters, and other necessary equipment. Provide lighting fixtures for each indicated light outlet of type required. Where fixture type is not noted, furnish the same type noted in similar areas. Mount individually or continuous as indicated. Where fixtures are mounted in continuous rows, 8' fixture bodies are allowed, lamps to remain 4'.
- B. Use of catalog numbers describing types of fixtures does not necessarily include all the required accessories for a complete installation. All accessories for a complete installation must be provided. Install pendant type fixtures in the same room at a uniform height from the floor and hang plumb. Make adjustment of height during installation. In cases where conditions make this impractical, refer to the Architect for a decision.
- C. Firmly and independently fasten fixtures to building structure and not from or by the suspended ceiling system. In areas with no finished ceiling, suspend fixtures from construction by approved brackets or chains. Fixtures shown on drawings are to designate quantities only. Install fixtures, conduit and boxes after all duct work, piping, etc. have been installed and locate as directed by Architect's representative in field.
- D. Ballasts: Shall be electronic type with less than 10% THD for fluorescent and compact fluorescent lamps, high power factor or electronic type with less than 10% THD for H.I.D. fixtures.
- E. Emergency ballasts shall be Bodine or equivalent.
- F. Lamps: Provide all lamps of size and voltage as specified. All lamps shall be LED.
- G. EC shall provide all lamps of size and voltage as specified.
- H. All plastic diffusers shall be 100% virgin acrylic, and shall meet the following flame and smoke rating when tested in accordance with ASTM test criteria:

Flame Spread (ASTM E-84)	25 Maximum
Smoke Developed (ASTM E-84)	450 Maximum
Burning Test (ASTM D-635)	1.5 in/min. Maximum

- I. EC shall consult the lighting fixture schedule for fixture types shown on the drawings and shall be furnished from the list of manufacturers noted thereon. EC shall be responsible for the proper fixture for the type ceiling which will be used on the job.
- J. Provide for each exposed fluorescent lamp in fixtures that have no light diffuser, clear plastic lamp guards and safety clips over sockets as manufactured by Laduby Company or McGill Company.
- K. LED fixtures shall comply with the following:
 1. UL Standard 8750 "Light Emitting Diode Equipment for Use in Lighting Products", IES Standard LM-79 "Electrical and Photometric Measurements of Solid-State Lighting Products", IES Standard LM-80 "Measuring Lumen Maintenance of LED Light Sources", and IES Standard TM-21 "Projecting Long Term Lumen Maintenance of LED Light Sources".
 2. ANSI C78.377 "Specifications for the Chromaticity of Solid-State Lighting Products" with LEDs binned within a maximum three-step MacAdam Ellipse to ensure color consistency amongst luminaries of the same type.
 3. LM-70 listed for 50,000-hour minimum life.
 4. Fixtures, lamps, drivers, and components, provide a complete warranty for parts and labor for a minimum of five years from the date of Substantial Completion.
 5. Fixtures shall be modular and allow for separate replacement of LED lamps and drivers. User serviceable LED lamps and drivers shall be replaceable from the room side.
 6. Dimmable LED fixtures shall have either a 0-10 volt, or 3-wire dimming driver, line voltage, as shown on the drawings. 10% dimming for daylight only. 1% dimming for manual dimming.
 7. Retrofit LED lamps shall comply with NEMA SSL 4 "SSL Retrofit Lamps: Suggested Minimum Performance Requirements". Provide base to match designated fixture.
 8. Drivers shall be electronic-type, labeled as compliant with radio frequency interference (RFI) requirements of FCC Title 47 Part 15, and comply with NEMA SSL 1 "Electronic Drivers for LED Devices, Arrays, or Systems". LED drivers shall have a sound rating of "A", have a minimum efficiency of 85%, and be rated for a THD of less than 20 percent at all input voltages.
 9. Dimmable LED drivers shall be capable of dimming without LED strobing or flicker across their full dimming range.
- L. Allowances and Spare Parts: In addition to the work shown on the drawings, provide the following items to be wired to nearest circuit with spare capacity at locations as selected by the Architect. If some units are not required to be installed, they shall be turned over to the Owner for spare parts.
 1. Provide two (2) combo exit/emergency fixtures, two (2) utility fixtures, and two (2) two-head EM battery packs.

1.25 TELEPHONE AND DATA FACILITIES

- A. Conduit System: Complete system to include empty raceways to terminal panel and outlet boxes as indicated. All wiring will be furnished and installed by the Owner's vendor.
- B. Conduit to have no more than two (2) right angle bends. Minimum 6" radius bends and all bends shall have a radius equivalent to at least 8 times the nominal size of the conduit.
- C. Provide a nylon drag rope of #12 gauge drag wire in empty conduits to facilitate the installation of wiring.
- D. Outlet boxes to be single gang 4" square 2-1/2" deep unless noted otherwise on plans, with satin finished stainless steel single hold bushed plates.
- E. Provide 4' x 4', 3/4" painted fire proof plywood backboard at terminal board locations.

1.26 FIRE ALARM SYSTEM

A. General:

- 1. A new fire alarm system for the building.
- 2. All equipment shall be UL listed and shall meet or exceed the requirements of NFPA 72 NEC Article 760 and State and Local Fire Marshalls.
- 3. Items of the fire alarm system shall be listed as a product of a single fire alarm system manufacturer under the appropriate category by the Underwriters' Laboratories, Inc., U.L. and shall bear the U.L. label. Control equipment shall be listed under U.L. category UOJZ as a single control unit. Partial listings shall NOT be acceptable.
- 4. Provide devices, circuitry and programming to match system. Provide batteries with calculations for entire system.
- 5. Upon completion of work, all detectors and devices shall have addresses labeled to accurately indicate space designation.

B. System Description:

- 1. System shall be electronically operated, addressable type with annunciation, and shall include: control equipment, battery back-up, remote station tie via telephone line, stations, detectors, signals, speakers and strobes remote annunciation, exterior speaker/strobe, remote annunciation with trouble station, and Knox box with tamper switch.
- 2. The system shall be provided with standby battery and charger. The battery shall be Gel sealed cell type capable of operating the system under supervisory condition for sixty (60) hours and alarm for fifteen (15) minutes. System shall automatically transfer to the standby batteries upon power failure. Battery discharging and recharging operations shall be automatic. Batteries, once discharged, shall recharge at a rate to provide a minimum of 70% capacity in 12 hours.
- 3. Circuits requiring system-operating power shall be 24V DC and shall be individually fused at the control panel.

C. Fire Alarm Control Equipment:

1. All modules shall be factory assembled into an operating control panel, prior to shipment.
2. The control equipment shall be factory tested and approved complete with appropriate UL label.

D. The quantity of modules shall be determined by the circuit requirements of the job. All modules shall be mounted in a surface cabinet with hinged, locked trim. Trim shall have a plastic window, which shall show all zone lights, system reset and alarm silence switch, and alarm supervision trouble and power on all lights.

E. All addressable initiating devices shall be individually annunciated via the 80-character minimum display, at the fire alarm control panel and the remote annunciator. All signals to sound continuously and all visual alarm devices to flash. A module for City connection via lease telephone line shall be activated. All of the above functions shall remain "on" until initiating device is restored to normal and the system is reset.

F. Should trouble occur on the system, an internal trouble buzzer shall sound. Each addressable Initiating device shall have a trouble indication via the 80-character (minimum) display via the annunciator so an interruption in that circuit can be identified quickly.

G. All addressable devices are to have the capability of being disabled or enabled individually. Up to 127 addressable devices may be multi-dropped from a single pair of wires.

H. The communication format must be a poll/response protocol to allow T-tapping of the wire of addressable devices and be completely digital.

I. Standby Power

1. A surface mounted, locked cabinet shall be provided to house the standby power supply.
2. Submit battery sizing calculations as part of system shop drawings.

J. Communication with Addressable Devices:

1. The system shall provide communication with initiating and control devices individually. All of these devices will be individually annunciated at the control panel. Annunciation shall include the following conditions for each point:

Alarm
Trouble
Open
Short
Device missing/failed

2. Addressable devices shall have the capacity of being disabled or enabled individually.

K. Operation:

1. Activation of manual or automatic initiating device after verification shall provide following operation throughout system:

- a. Device in alarm shall be indicated at the fire alarm control panel. Once acknowledged, the indication light will remain latched ON until the system has been reset. A subsequent alarm will flash the appropriate indication on the control panel.
- b. Appropriate code compliant horn sounding throughout.
- c. Pulsing alarm tone shall occur within control panel.
- d. Alarm signaling devices shall sound and flash.
- e. Address description shall be at annunciator.
- f. Signal shall be sent to Fire Department via telephone.
- g. Co (Carbon monoxide) detector shall have unique tone and unique reporting.

L. Supervision

- 1. Control circuits plus the external alarm indicating and alarm initiating circuits shall be electrically supervised. Any open or ground fault, or loss of circuit power shall cause the panel trouble signal to sound. Trouble signal operating power shall be provided by a separate power circuit feed.
- 2. System shall provide independently supervised initiation circuits so that fault in any one loop or address shall not affect any other loop or address. Alarm activation of any initiation loop address or circuit shall not prevent subsequent alarm operation of any other initiation circuit.
- 3. Auxiliary manual controls shall be supervised so that switches must be returned to normal automatic position to clear system trouble.
- 4. Each independently supervised circuit shall include discrete amber "Trouble" LED to indicate disarrangement conditions per circuit.
- 5. Control panel batteries shall be supervised so that disconnection of battery shall be audibly and visually indicated at control panel and annunciator.

M. Directory

- 1. Provide adjacent to the fire alarm control panel and the remote annunciator panel a surface mounted directory, plastic laminated, in a weatherproof aluminum frame, containing a graphic plan of the building with each device and address clearly indicated. Furnish two (2) additional unframed laminated directories to Owner.

N. Wiring

- 1. Number and size of conductors shall be in strict accord with manufacturer's wiring diagram as required for proper operation. Manufacturer's wiring prepared diagrams for this system shall be submitted for review prior to installation minimum wire size shall be #18.
- 2. Where required due to length of run, the size of conductors shall be increased in accord with manufacturer's recommendations.
- 3. Provide wiring from tamper switch in Knox Box to control panel.
- 4. Wiring shall be fire rated Teflon, copper THHN, solid.
- 5. Raceways shall be provided for wiring run in Mechanical Rooms, Attics, crawl spaces and where run exposed.

6. All outlet boxes and covers for fire alarm system shall be painted red and all new or accessible existing raceways shall be banded with red paint at 10'-0" intervals and each side of partitions.
7. Conductors not having connections within a box shall pass through without interruption.

O. Peripheral Devices

1. General: The system control panel, must be capable of communicating with the addressable devices. Addressable devices shall be located as shown on the drawings. The location of addressable devices shall be selected along with conventional devices to optimize the system layout in order to provide the level of protection, address or zone identification and control as shown on the drawings.
2. Signals: Signals shall be audio/visual type with speaker and strobe conforming to ADA requirements. Where noted, provide visual only signals. Provide white devices to match system.
3. Addressable Detector Bases: All addressable smoke and heat detector heads shall be plugged into their bases. The base shall contain electronics that communicate the detector status (normal, alarm, trouble) to the control panel over two wires. The same two wires shall also provide power to the base and detector. Different detector heads (smoke or heat) shall be interchangeable. Upon removal of the heat, a trouble signal shall be transmitted to the control panel.

P. PhotoElectric Detector Head:

1. The photoelectric type detector shall be a plug-in unit, which mounts to a twist-lock base, and shall be UL approved.
2. The detectors shall be of the solid-state photoelectric type and shall contain no radioactive material. They will use a pulsed infrared LED light source and be sealed against rear airflow entry.
3. The detector shall fit into a base that is common with both the heat detector and ionization type detector and shall be compatible with other addressable detectors, addressable manual stations, and addressable zone adapter modules on the same circuit. The detector shall also fit into a non-addressable base that is capable of being monitored by an addressable zone adapter module.
4. There shall be no limit to the number of detectors or zone adapter modules, which may be activated, or "in alarm" simultaneously.

Q. Addressable Thermal Detector Head:

1. Thermal detector heads shall be UL listed. They shall be a combination rate-of-rise and fixed temperature (135°F) type, automatically restorable.

R. Addressable Pull Stations:

1. Addressable pull stations shall contain electronics that communicate the station's status (alarm and normal) to the transponder over two wires, which also provide power to the pull station. The address shall be set on the station. They shall be manufactured from high impact red Lexan. Station shall mechanically latch upon operation and remain so until manually reset by

opening with a key common to all system locks. Pull stations shall be (double action).

2. The front of the station shall be hinged to a backplate assembly and must be opened with a key to reset the station. The key shall be common with the control panels. Stations, which use Allen wrenches or special tools to reset, will not be accepted. The station will consist of high impact Lexan plastic, red in color.
3. The addressable manual station shall be capable of field programming of its "address" location on an addressable initiating circuit. The manual station shall be fitted with screw terminals for field wire attachment.
4. There shall be no limit to the number of stations, detectors or zone adapter modules, which may be activated or "in alarm" simultaneously.
5. The addressable manual station shall be Underwriters' Laboratories, Inc.

S. Addressable Intelligent Combination Smoke/CO Detectors:

1. Detector shall cause system to sound unique tone for fire or unique for CO.

T. Equipment submission include as a minimum the following:

1. Complete descriptive data indicating U.L. listing for all system components.
2. Complete sequence of operations for this project system.
3. Complete system wiring diagram specific to this project.
4. Interconnection diagrams indicating specific wiring connections required, including specific terminal designations for this project.
5. Final determination of compliance with these specifications shall rest with the Architect and Engineer, who at their discretion, may require proof of performance.

U. Addressable Device Supervision:

1. All devices shall be supervised for trouble conditions. The system control panel shall be capable of displaying the type of trouble condition (open, short, device missing/failed).
2. Should a device fail, it shall not hinder the operation of other system devices.
3. Testing and instruction: Manufacturer's authorized agent shall perform a quality inspection of final installation, and in the presence of the EC., Owner, Architect and Engineer, program the addressable system, and perform a complete functional test of the system. Test shall include activating of each device. A written system certification verifying the type, location and individual testing of all system components, as supplied by manufacturer, shall be required prior to acceptance. Manufacturer's authorized agent shall instruct Owner in the operation and maintenance of the system.

V. System Test: Manufacturer's authorized agent shall perform a quality inspection of final installation, and in the presence of the EC, Fire Marshall, Owner, Architect, and Engineer, perform a complete functional test of the system. Tests shall verify operation and zoning of all initiation devices, operation of all signals, fan shutdown, elevator operation and remote tie. A written system certification

verifying the type, location and individual testing of all new and existing system components, as supplied by manufacturer, shall be required prior to acceptance. Manufacturer's authorized agent shall instruct Owner in the operation and maintenance of the system. Test report shall include a table listing each device, individual test results and associated remediation where required.

W. Service:

1. Provide a one (1) year complete service contract for the entire fire alarm system. Service contract shall provide for all maintenance, testing, cleaning and adjustments necessary to maintain system in top operating condition. Included shall be a minimum of four (4) scheduled service visits to check normal system operation and emergency service, which shall be available 24 hours of every day. Response time for emergency service shall be four (4) hours or less. Work under this Service Contract shall be performed by Manufacturer's factory trained service personnel. Provide the telephone numbers for regular and emergency service to the Owner and post on Fire Alarm panel. The one-year service period shall start on date of Certificate of Completion.
2. Included in the one-year full-service contract, shall be any necessary change out of detectors causing nuisance alarms. This shall include labor and materials required for reprogramming and to change smoke detector type or change to heat detector.
3. Each of four scheduled service visits shall include testing of every component, and ringing out all stations. This shall be done during non-building use hours at a time approved by the Owner in advance.
4. Scheduled service testing shall be documented by a full report indicating each test done, results, repairs, or adjustment accomplished, name of service personnel, date and time of testing, and any other pertinent information.
5. Reports shall be reviewed with the Maintenance Supervisor before leaving the building and shall be submitted in writing to the Owner within three (3) days of the inspection.

X. Allowances and Spare Parts:

1. In addition to the work shown on the drawings, provide the following items to be wired and connected to adjacent zones at locations as selected by the Architect. If some units are not required to be installed, they shall be turned over to the Owner as spare parts.
2. The Contractor shall provide two (2) audio/visual signal units, two (2) visual signals, one (1) pull station, two (2) photoelectric ceiling smoke detectors, one (1) fixed temperature heat detectors and one (1) combination smoke/CO detectors.

Y. System shall be silent knight, fire lite, or equivalent.

1.27 TEMPORARY LIGHT AND POWER

- A. EC shall furnish, install, maintain and remove upon completion a temporary lighting and power system for use of all Contractors.
- B. Existing service may be used for temporary power, however, use shall not in any way impair the Owners normal use of the service.

- C. Temporary system shall provide outlets spaced to that all parts of building may be reached with one-hundred-foot extension.
- D. Where building is roofed, provide temporary lighting throughout building consisting of #12 wire strung in areas with rubber covered pigtail sockets and LED temporary light fixtures spaced a maximum of 20 feet apart. Provide lighting outlets as required in all areas of construction.
- E. Any Contractor requiring service for equipment of 208 volts or more than 15 amperes at 115 volts shall have separate feeder installed from temporary panels, all such installation to be made by EC and paid for by Contractor requiring service.
- F. No space heating equipment using electricity as a heat source shall be allowed.
- G. Upon completion of work, all temporary tie-ins, feeders, wiring, outlets, panels and supports shall be removed in their entirety.
- H. Ground fault protection shall be provided for temporary light and power in accord with the National Electrical Code.
- I. EC shall coordinate shutdown for service changes to permanent with other Contractors. A minimum of three (3) days' notice shall be given for any disruption of temporary light and power.

1.28 SHOP DRAWINGS

- A. All manufactured items shall be submitted for review before installation of same. Submission shall be in form of manufacturer's standard printed sheets, pamphlets or bulletins and shall be clearly indicated thereon as to size, type, etc.
- B. Review of submission shall mean review of equipment and/or fabrication as to design and performance only. Contractor shall be responsible for scheduling quantities, physical size to suit allowable space, electrical characteristics, etc.
- C. Any additional costs incurred due to substitution of equipment shall be borne by E.C.
- D. The following items require a submission of shop drawings:
 - 1. Panels
 - 2. Lighting fixtures
 - 3. Disconnect switches
 - 4. Devices and plates
 - 5. Call for aid
 - 6. Raceways
 - 7. Bonding and Grounding Devices
 - 8. Fire alarm system including wiring diagrams

1.29 ALTERNATES

- A. Alternate #1:
 - 1. Remove feeder between meter and 200 Amp panel.
 - 2. Provide new 200 Amp feeder in trough.
 - 3. Splice trough for new 3P-60 Amp CB to feed new water heater panel. See drawing E-102.
 - 4. Provide 2P-30 Amp CB's for each point of use hot water heater fed from new ATL#1 panel WH for Family Restrooms 103, 106 111 and 112.

1.30 GUARANTEE

A. Refer to Sections 235000.

END OF SECTION

SECTION 235000

SUPPLEMENTARY CONDITIONS FOR MECHANICAL AND ELECTRICAL WORK

1.01 GENERAL

- A. Requirements set forth herein are in addition and shall be considered as complementary to the General and Additional ALL PRIME CONTRACTORS and SUB-CONTRACTORS shall familiarize themselves with said provisions.
- B. It is intent of Drawings and Specifications to call for finished work, tested and ready for operation. All materials, equipment and apparatus shall be new, of highest grade and quality and free from imperfections.
- C. Any apparatus, appliance, material or work not shown on Drawings, but mentioned in Specifications, or vice versa, or any incidental accessories or minor details now shown but to make work complete and perfect in all respects and ready for operation, even if not particularly specified, shall be provided by Contractor without additional cost to Owner.
- D. With submission of Bid, Contractor shall give written notice to Architect of any materials, apparatus or omissions believed to be in violation of laws, ordinances, rules or regulations or authorities having jurisdiction. In absence of such written notice, it is mutually agreed that Contractor shall include cost of providing all systems in accordance with applicable regulations without additional cost to Owner.

1.02 EXAMINATION

- A. Contractor, before submitting Bid, shall examine site, building and existing facilities, Drawings and Specifications, become informed as to State and local codes and laws having jurisdiction, allow for licenses and fees to be paid as directed under the Contract and/or as required by law.
- B. Claims made for extra payment for the following reasons will not be allowed: Unfamiliarity with work to be performed by other trades, existing conditions at job site, local or State laws and codes and minor alterations due to field conditions.

1.03 CONTRACT DOCUMENTS

- A. Drawings and Specifications Drawings accompanying these Specifications are intended to show general arrangement and extent of work to be done. Work in all its details is subject to approval of Architect, whose decision on all points of difference shall be final and binding on Contractor. Any work or materials which are rejected must be immediately replaced by Contractor.
- B. Drawings and Specifications together mutually explain each other and indicate work to be done, and anything appearing in one and not in other shall be as if appearing in both. In case of disagreement between Drawings and Specifications or within either document itself as to better quality, greater quantity or more costly

work shall be included in contract price and matter referred to Engineer's attention for decision or adjustment.

1.04 EQUIPMENT LOCATIONS

- A. Location of equipment, outlets, etc., as indicated on Drawings shall be considered as reasonably correct, but it shall be understood that they are subject to modifications as may be found necessary or desirable at time of installation in order to meet any unforeseen or design conditions. Such changes shall be made by Contractor without additional cost to Owner.
- B. Locations of pipes, ducts, electrical raceways, switches, panels, equipment, fixtures, etc., shall be adjusted to accommodate the work to interferences anticipated and encountered. The Contractor shall determine the exact route location of each pipe, duct and electrical raceway prior to fabrication.
- C. Offsets, transitions and changes in direction in pipes, ducts and electrical raceways shall be made as required to maintain proper headroom and pitch of sloping lines, whether or not indicated on the Drawings. The Contractor shall provide for all trades, air vents, pull boxes, etc. as required to effect these offsets, transitions and changes in direction.
- D. Architect reserves right to relocate any outlet or equipment to a distance of five feet in any direction from that indicated or described; said changes, if any, will be requested prior to installation and shall be made without additional cost to Owner.

1.05 COOPERATION

- A. The Contractor shall compare the mechanical and electrical Drawings and Specifications with those for other trades and shall report any discrepancies between them to the Engineer and shall obtain from him written instructions for changes necessary in the mechanical and electrical work. The mechanical and electrical work shall be installed in cooperation with other trades installing interrelated work. Before installation, the Contractor shall make proper provision to avoid interference in a manner approved by the Architect. All changes required in the work of the Contractor caused by his neglect to do so shall be made by him at his own expense.
- B. Every effort shall be made not to damage, soil or scratch the work of other Contractors.
- C. In case of damage to work or materials of other Contractors, he shall be required to pay for such damage as may be incurred. Architect shall be sole arbitrator in this matter.

1.06 SPACE CONDITIONS

- A. Work shall be confined to space allowed for it. If space is not sufficient, Architect shall be notified. More space shall not be used unless authorized by Architect.

1.07 ACCESSIBILITY

- A. Contractor shall install all work so that all parts required are readily accessible for inspection, operation, maintenance and repair. Minor deviations from Drawings may be made to accomplish this, but changes of magnitude shall not be made without prior written approval from Architect.
- B. The Contractor shall install all mechanical and electrical work to permit removal (without damage to other parts) of coils, heat exchanger bundles, fan shafts and wheel, draw-out circuit breakers, filters, belt guards, sheaves and drives and all other parts requiring periodic replacement or maintenance. The Contractor shall arrange pipes, ducts, raceways, traps, starters, motors, control components to clear the openings of swinging doors and of access panels.

1.08 ACCESS DOORS

- A. Location: Access doors in building construction through which a man must pass to repair or operate valves and other apparatus will be provided by others. All other required access doors, panels, cabinets, etc. shall be furnished by Contractor requiring same, for access to equipment provided under his Contract. Access doors shall be provided for valves, cleanouts, air vents, dampers, and for adjustments of apparatus where necessary and required. Access doors shall be installed by General Contractor. Doors must be made at job site so as not to cause delay to other trades.
- B. Type: Access doors shall have angle frame, cold rolled steel, shaped to provide a rabbet on all sides to house door and confine wall. Frames shall be 16-gauge steel, doors 14 gauge to 29" dimension vertical or horizontal and 12 gauge for larger sizes. Hinges shall be concealed type permitting a door swing of 175°. Panels shall have prime coat of gray rust inhibitive paint. Access panels shall be similar to "Milcor" as manufactured by Inland Steel Products Company, Style "K" for plastered surfaces and Style "M" for masonry and tile surfaces. Panels must be available at job site, not to cause delay to other trades.

1.09 DRIP PANS

- A. Examine the drawings, and in cooperation with the Electrical Trade, confirm the final location of all electrical equipment to be installed in the vicinity of piping. Plan and arrange all overhead piping no closer than 2 feet from a vertical line to electric motors and controllers, switchboards, panelboards or similar equipment.
- B. Where the installation of piping does not comply with the requirements of foregoing paragraph, where feasible, the piping shall be relocated.
- C. Furnish galvanized steel gutters as follows:
 - 1. Provide and erect a gutter of 18 gauge galvanized steel under every pipe which is within 2'-0" of being vertically over any motor, electrical controllers, switchboards, panelboards, or the like.
 - 2. Each gutter shall be welded and made watertight, properly suspended and carefully pitched to a convenient point for draining. Provide a 3/4" drain, with valve as directed, to nearest floor drain or slop sink.

3. In lieu of such separate gutters, a continuous, adequately supported and braced, properly rimmed, pitched and drained, may be provided over any such motor, and extending 2'-0" in all directions beyond the motor, over which such piping has to run.

1.10 DAMAGE

- A. Each Contractor shall protect and leave in perfect condition materials, apparatus, fittings, fixtures and trim in scope of his Contract. Should any items be damaged or broken or workmanship molested, no matter by whom such damage is caused, work must be corrected and damaged items replaced with new units by Contractor at no additional cost to Owner. Work which needs redoing because of damage shall be done by skilled trade which originally performed such work.
- B. Any adjustments between Contractors relative to damage to work or materials shall not be responsibility of Owner, Architect or their representatives.

1.11 LAW ORDINANCES, PERMITS AND FEES

- A. The Contractor shall give all necessary notices, obtain all permits, pay all governmental taxes, fees and other costs in connection with his work, file for necessary approvals with the Town or Village and all other State governmental departments having jurisdiction, obtain all required certificates of inspection for his work and deliver same to the Architect before request for acceptance and final payment for the work.

1.12 CODES AND STANDARDS

- A. Contractor shall include in his Bid any labor, materials, services, apparatus, Drawings (in addition to Contract Documents), necessary to comply with all applicable codes, specifications, local ordinances, industry standards and utility company regulations.
- B. In case of difference between building codes, specifications, State laws, local ordinances, industry standards and utility company regulations and Contract Documents, most stringent shall govern. Contractor shall promptly notify Engineer in writing of any such difference.
- C. Noncompliance: Should Contractor perform any work that does not comply with requirements of applicable building codes, State local ordinances, industry standards and utility company regulations, he shall bear all costs arising in correcting deficiencies.
- D. Applicable codes and standards for material furnished and work installed shall include all State laws, local ordinances, utility company regulations, special requirements of Owner's insurance underwriters, requirements of governmental agencies having jurisdiction, and applicable requirements of following nationally accepted codes and standards:
- E. Codes:
 - 2020 Building Code of New York State

- 2020 Fire Safety Code of New York State
- 2020 Plumbing Code of New York State
- 2020 Mechanical Code of New York State
- 2020 Fuel Gas Code of New York State
- 2020 Energy Conservation Construction Code of New York State
- National Electric Code, Latest Edition

F. Industry Standards, Codes and Specifications:

- AIEE American Institute of Electrical Engineers
- ANSI American National Standards Institute
- ASHRAE American Society of Heating, Refrigeration & Air Conditioning Engineers
- ASME American Society of Mechanical Engineers
- ASTM American Society of Testing Materials
- AWWA American Water Works Association
- IPCEA Insulated Power Cable Engineers Association
- NBS National Bureau of Standards
- NEMA National Electrical Manufacturers Association
- NFPA National Fire Protection Association
- NEC National Electrical Code
- SMACNA Sheet Metal and Air Conditioning National Association
- UL Underwriters' Laboratories
- AGA American Gas Association

1.13 DEFINITIONS

- A. The term "Contractor" or "this Contractor" shall be interpreted to mean individual, partnership, or corporation to whom Contract has been awarded and their associated sub-contractor.
- B. Whenever the terms "provide" or "provided" are used in the specifications, they shall mean "furnish & install" or "furnished & Installed," "connect" or "connected", "apply" or "applied", "erect" or "erected," "construct" or "constructed," or similar terms, unless otherwise indicated in the specifications. Words in the singular shall also mean and include the plural wherever the context to indicates, and words in the plural mean the singular wherever the context so indicates.
- C. Wherever the terms "shown on drawings" are used in the specifications, they shall mean "noted", "indicated," "scheduled," "detailed," or any other diagrammatic or written reference made on the drawings.
- D. Wherever the terms "material" or "materials" are used in the specifications, they shall mean any "product," "equipment," "device," "assembly" or "item" required under the contract, as indicated by trade or brand name, manufacturer's name, 10 standard specification reference or other description. The terms "approved" or "approval" shall mean the written approval of the Engineer.
- E. The terms "specification" or "specifications" shall mean all information contained in the bound or unbound volume, including all "Contract Documents" defined therein, except for the drawings.

- F. The terms "directed," "required," "permitted," "ordered," "designated," "prescribed" and similar words shall mean the direction, requirement, permission, order, designation or prescription of the Engineer; the terms "approved," "acceptable," "satisfactory" and similar words shall mean approved by, acceptable or satisfactory to the Engineer; the terms "necessary," "reasonable," "proper," "correct" and similar words shall mean necessary, reasonable, proper or correct in the judgment of the Engineer.
- G. "Piping" includes, in addition to pipe or tubing, all fittings, flanges, unions, valves, strainers, drains, hangers and other accessories relative to such piping.
- H. "Concealed" means hidden from sight in chases, furred spaces, shafts, hung ceiling, embedded in construction or in crawl spaces.
- I. "Exposed" means not installed underground or "concealed" as defined above.
- J. "Invert Elevations" means the inside bottom of pipe.
- K. "Wiring" includes, in addition to wire, all conductors, raceways, boxes, devices, supports, hangers and other accessories relative to such wiring.

1.14 CUTTING AND PATCHING

- A. Contractor must lay out his work in advance to minimize unnecessary cutting and patching.
- B. Cutting and patching of holes in walls, partitions, ceilings and floors and building in of chases, recesses or other openings that may be required shall be done by Contractor requiring same. All such patching and chases shall be finished to match existing adjacent finishes. Provide all new acoustic tile ceilings in areas where such ceilings are disturbed.
- C. Drilling and patching for expansion bolts, hangers, and other supports shall be done by Contractor requiring same, subject to review by Architect.
- D. Pavements, sidewalks, roads and curbs, planted areas, fences and all other site structures shall be cut, patched, repaired and/or replaced as required to permit installation of work of various trades and such cutting, patching, repairing and replacing shall be responsibility of, and paid for by, Contractor under Section of Specifications for trade requiring work. Work shall be done by Contractor normally employed for such work at expense of Contractor requiring same.
- E. Each Contractor shall bear expense of all cutting, patching, repairing or replacing of work of other trades required because of his negligence or tardiness or because of any damage caused by him.

1.15 REMOVALS AND RELOCATIONS

- A. Remove and/or relocate all existing equipment, fixtures, wiring, piping and ductwork not being incorporated into the new design or as required to accommodate Architectural changes. Removals shall be carefully phased so that existing portions of the building continue to be served while the first phase of the

new construction takes place. All existing equipment, fixtures, piping, ductwork, wiring not being reused in the new design shall be removed. Protect existing equipment, fixtures piping, ductwork, and wiring which is to remain. Existing equipment which is reused shall be checked for proper operation and cleaned.

- B. Extreme care shall be taken during removal of Mechanical/Electrical facilities so as not to damage architectural facilities.
- C. Where light fixtures are removed, lighting controls and switches not being reused shall also be removed.
- D. Coordinate removals work with that of other trades. Any existing equipment fixtures, piping, ductwork, etc., which is to be reused, shall be so identified to the other Contractors. Should it be damaged or removed, it shall be repaired or replaced. Responsibility for protecting, identifying, storing, repairing and replacing shall be by the Contractor who would normally provide the item.
- E. Removals shall be complete and include all trim, supports and accessories.
- F. Where raceways, piping or ductwork cannot be removed, cap and make safe behind finished construction.
- G. No disruption of existing services will be permitted without prior approval of the Owner.
- H. Wiring and piping for equipment which is to be relocated shall be disconnected, relocated and reconnected.
- I. During the course of removing existing and installation of all new service, equipment, fixtures, piping, ductwork and wiring, no interruption of existing facilities will be permitted without the consent of the Owner. All new wiring, piping, ductwork and equipment shall be installed, connected and made ready for final connections to existing systems before disrupting services. These final connections shall be made with such force as may be required to minimize time of shutdown or discontinuance of existing services. Prior to making final connections to existing services, schedule with Owner exact time and duration of discontinuance of service. A minimum of one (1) week notice shall be given to the Owner and other Contractors of any shutdown of services.
- J. Provide all piping, ductwork, wiring, raceways, equipment, appliances and labor required for temporary connections and bypasses necessary to permit continuous operating with minimum interruption of service.
- K. Disposition of equipment and fixtures being removed shall be reviewed with Owner. Equipment or fixtures which the Owner wishes to retain shall be carefully removed and set aside at a location designated by Owner. All other equipment, fixtures and trim shall be removed from site and properly disposed of.

1.16 USE OF PREMISES

- A. Each Contractor shall perform all work necessary to deliver, store, and protect his material and equipment and shall provide a locker for safe and orderly storing of

materials and tools. Location of such locker shall be with approval of Architect. Contractor shall change location thereof when so directed by Architect.

- B. The Contractor shall confine his apparatus, storage of materials and construction operations to the limits indicated by ordinances or permits or as may be directed by the Architect. He/she shall not unreasonably encumber the premises with materials.
- C. In the utilization of ground area, the protection of pavement, curbs, walks, structures, and other permanent improvements shall be installed and maintained.
- D. In storing materials within any structure, or when using structure as a shop, the Contractor shall consult with the Architect and Owner and shall restrict storage to spaces designated for such purposes. The Contractor will be held responsible for repairs, patching or cleaning arising from such use.
- E. Ground storage shall be similarly restricted.
- F. The Contractor shall not trespass or enter upon areas that are noted as being restricted.
- G. Plumbing fixtures shall not be used for emptying water from buckets, pails or other containers. Notwithstanding any approvals or instructions which must be obtained by the Contractor from the Owner in connection with use of premises, the responsibility for the safe working conditions at the site shall be the Contractor's and the Owner shall not be deemed to have any responsibility or liability in connection therewith.

1.17 CLEANING

- A. Each Contractor shall, while engaged in work, maintain everything used in conjunction therewith in an orderly and clean condition and shall periodically during progress of work, or when directed by Architect, clean up and remove from building rubbish accumulated from his work.
- B. Work areas shall be cleaned on a daily basis. Areas occupied by Owner shall be kept clean at all times.
- C. Before reporting for final inspection, preceding acceptance by Architect, Contractor shall thoroughly clean fixtures, and apparatus of dust, stains, grease, oil, etc., and touch up with enamel or paint any scratched or marred surfaces. Finish of all trim and equipment shall be in perfect condition.

1.18 MANUFACTURER'S REPRESENTATIVE

- A. Each Trade Contractor shall provide, at appropriate time or as directed by Architect, the services of a competent factory-trained Architect of particular manufacturer of equipment or item involved so as to inspect, adjust, and place in proper operating condition any and all items of manufacturer. No additional compensation will be allowed to Contractor for such services.

1.19 SUPERVISION AND LAYOUT

- A. Contractor shall have a competent English speaking, foreman in charge of the work for duration of the Contract. Dealings at site will be made with this person only.
- B. Contractor shall not employ on job unfit persons or anyone not skilled in work assigned, nor anyone considered detrimental to best interests of job.
- C. Contractor to supervise the work, lay out the work and do necessary measuring.
- D. All work shall be executed at and from as many different points, at such times and with such force as to meet completion schedules and/or as may be deemed necessary by Architect.

1.20 MATERIALS AND WORKMANSHIP - GENERAL REQUIREMENTS

- A. Guarantees of Performance: Contractor shall be held to have carefully examined and checked Drawings and Specifications before acceptance of Contract, starting any work, or purchasing any materials. Contractor shall inform Engineer of any changes or additions necessary to make possible fulfillment of any guarantees called for by this Specification, failing which, he shall be deemed to have accepted such guarantees and be bound thereby.
- B. Wherever hereinafter guarantees of durability, operating capacity, proper functioning or like are called for, or whenever it is specified that manufacturer shall furnish detail drawings, test certificates or performance curves, supervise installation of his apparatus, test or adjust it after installation, keep it in repair for a stated period, or render other similar services, Contractor will be held responsible for thorough performance or specific services under actual conditions of installation.
- C. Same shall apply in cases where special adjustment or other services are necessary to insure proper and efficient functioning of apparatus, even though not specifically called for. It is intended that entire plant be ready for satisfactory operation, and Contractor is hereby made responsible for this result.
- D. In every case where Contractor's own employees cannot adequately perform above-described services, he shall stipulate such performance in his Contract with subcontractors, manufacturers, etc., or else subsequently pay them any additional fees required therefore so that a satisfactory and ready plant will be secured without additional cost to Owner.

1.21 ABBREVIATIONS

- A. The following abbreviations shall apply:
 - GC - Contractor for General Construction
 - PC - Plumbing Contractor or Sub-Contractor
 - HC - Heating Contractor or Sub-Contractor
 - EC - Electrical Contractor or Sub-Contractor

1.22 JURISDICTIONAL DISPUTES

- A. Contractor shall assume responsibility for resolving jurisdictional disputes and resolving all claims arising from factory vs. field installation, etc.
- B. Wherever factory mounting, piping or wiring of controls and accessories, etc., are called for, Contractor shall ascertain at time of Bid that all work is in accord with local jurisdiction and shall allow for all costs to comply with. Extras arising out of jurisdictional disputes will not be permitted.

1.23 FOUNDATIONS AND SUPPORTS

- A. All piers, supports, shelving, foundations, anchor bolts, hangers, auxiliary steel, etc., unless specified under other Sections, required by Mechanical or Electrical Contractors for support or hanging of their equipment shall be provided by Contractor requiring same. All such work shall be done by Contractor requiring same. All such work shall be done in a manner approved by Architect.
- B. The anchoring of all equipment to the structure shall comply with all applicable requirements of the local governing codes.
- C. Support and fastening of all mechanical and electrical equipment shall be by the Trade Contractors. All equipment hung from overhead construction shall have weight of equipment distributed by use of structural iron supports, as necessary and approved, substantially fastened to structural support system. Any wall-mounted equipment, which cannot be supported from architectural or structural materials shall have its own independent support system furnished by the Contractor. Proposed installation method shall be reviewed by the Architect.

1.24 ESCUTCHEONS

- A. Contractor shall provide escutcheons on pipes wherever they pass through floors, ceilings, walls or partitions.
- B. Escutcheons for pipes passing through outside walls shall be Ritter Pattern and Casting Company No. 1 solid, cast brass, flat type, secured to pipe with a set screw.
- C. Escutcheons for pipes passing through floors shall be Ritter Pattern and Casting Company No. 3A split-hinged, cast brass chromium plated type.
- D. Piping passing through exterior walls, floors below grade, etc., shall be made watertight with caulking compound and pipe sleeves with wall collar located at the center of the wall extending 8" all around the pipe. Collar to be 1/8" thick steel welded to sleeve. Provide link seals, install per manufacturers guidelines.

1.25 PAINTING

- A. Painting and touching up shall be responsibility of Contractor installing equipment and/or materials.
- B. Galvanized and Copper Pipe: Uncovered piping shall be cleaned and left unpainted.

- C. Materials not Accessible: Hangers, metal supports, pipe, conduit and miscellaneous equipment, except copper and galvanized, which is above hung ceilings, in chases or areas not accessible when job is completed shall be given a prime coat of paint to prevent rusting or corroding of material.
- D. Exposed Material: Hangers, metal supports, pipe and conduit air handling units, tanks, electric fixture stems and canopies, and all material with exposed metal surfaces shall be finished as described above with prime and final coats of paint. Equipment which has factory enamel finished surfaces which has been slightly scratched or chipped shall be cleaned and at discretion of Engineer shall be touched up with factory paint. Equipment which is more than slightly rusted, scratched or chipped shall at discretion of Engineer be repainted in its entirety with a factory finish.
- E. All underground ductwork, piping and conduits shall be given two (2) coats of asphaltum.
- F. Finish painting of patched and damaged architectural finishes: provide all required preparation of surfaces, priming and finish painting of all patched or damaged areas to match existing adjacent finishes in color, texture and quality of paint.

1.26 EQUIPMENT START-UP AND TESTING

- A. Each Contractor shall furnish services of qualified men thoroughly familiar with job and installed work to operate and make adjustments so that equipment and work furnished under this Contract operates as required.
- B. Contractor shall consult Engineers in their offices during progress of job or in field during field inspections by Engineers regarding changes necessitated by job conditions, explanations of functions of equipment, controls, balancing, operations, etc.
- C. Contractor shall instruct Owner's operating personnel during start up and separate operating tests of each major item of equipment including pumps, boilers, burner, chillers, compressors, fire alarm, etc. During operating tests, Contractor shall prove operation of each item of equipment to satisfaction of Architect.
- D. At least seven (7) days' notice of equipment start-up and operating tests shall be given to Architect. See technical sections of these specifications for additional field tests, factory tests and certifications required.

1.27 INSTRUCTIONS AND LITERATURE

- A. Contractor is to thoroughly instruct building custodian or person/persons designated by Owner in proper care and operation of work furnished and installed by him. Contractor shall prepare for use by Owner a detailed brochure of instructions in non-technical terms describing maintenance and operation of all apparatus, valves, controls, switches, fixtures, etc., furnished and installed by him. Two (2) preliminary copies must be submitted for checking and approval, after which four (4) bound copies of corrected material shall be delivered to Architect

for turning over to Owner. Brochures shall contain copies of all finally corrected shop drawings of all equipment.

- B. At completion of instruction period, when Contractor and Owner are satisfied of Owner's knowledge to operate equipment, Contractor shall obtain in writing Owner's acceptance of instructions.

1.28 COORDINATION OF THE WORK

- A. Each Contractor or Sub-Contractor shall coordinate the work with that of the Contractor for General Construction and with Contractors or Sub-Contractors for the other Mechanical and Electrical trades. Work shall be scheduled in accordance with the project schedule so that all of the work will be installed at the proper time without delaying completion of the project.
- B. Each Contractor or Sub-Contractor shall check the Contract Drawings and Specifications for all of the other trades so as to become familiar with the various items of apparatus and equipment, which will be furnished or set under the different Contractors, that require connections or other coordination.
- C. Each Contractor or Sub-Contractor shall furnish to the Contractor for General Construction, detailed advance information regarding all the requirements related to work under other Divisions and/or Sections. Furnish sizes, accurate data, and location of any and all pads, chases, sleeves, and slots through floor slabs, walls, foundation, ceilings, roof, and other special openings required.
- D. Each Contractor or Sub-Contractor shall carefully check space requirements with other Contractors to ensure that piping, conduits, fixtures, equipment's, ducts, etc. can be installed in the spaces allotted for same.
- E. Wherever the work of the various Contractors or Sub-Contractors interconnects each Contractor or Sub-Contractor shall provide all information, as required for equipment, to the connecting Contractor or Sub-Contractor so that the connecting Contractor or Sub-Contractor will be able to properly provide all water and drain connections, electrical connections or general construction provisions.
- F. Each Contractor or Sub-Contractor shall check the Architectural Drawings for all ceiling height requirements.
- G. HC shall provide a copy of the ductwork shop drawings for trade coordination. Prior to circulating copies of these drawings, HC shall check and update with the latest structural drawings, architectural layouts, ceiling plans and ceiling heights. Each Contractor or Sub-Contractor shall mark up their equipment, piping, fixture, panel and conduit locations on the drawings and return them to the HC, who shall incorporate all information onto final coordination drawings. Coordination meetings shall be held at locations and at frequencies required to accomplish this. After HC has incorporated the data from all trades, a final coordination meeting shall be held where each Contractor or Sub-Contractor shall "sign-off" the coordination drawings. The "sign-off" shall be complete prior to the start of any work. An electronic copy of final coordination drawings shall be sent to the Architect and the Engineer.

1.29 RECORD DRAWINGS

- A. Contractor shall prepare and maintain a set of drawings on which a current record of any changes made so that at completion of work a complete record will be shown thereon of actual installation. At completion of work the changes recorded shall be entered on to the electronic file for the drawings by the Contractor and shall be turned over to Owner. They shall be certified and notarized to be complete and accurate. Owner shall be provided one disk copy and two (2) sets of prints. All electronic drawing files shall be prepared using the latest AutoCAD release.

1.30 SHOP DRAWINGS

- A. See individual Sections for items requiring submission of shop drawings. A minimum of six (6) copies of each shop drawing shall be submitted.
- B. The name of the manufacturer, model, accessories, size, etc. shall be clearly noted.
- C. Contractor shall review shop drawings prior to submission and all shop drawings shall be stamped by the Contractor indicating satisfactory review of same. Any deviations or changes to Contract Documents shall be clearly noted.
- D. Review of shop drawings by the Architect/Engineer shall not relieve the Contractor of the responsibility of furnishing materials in accordance with the Contract Documents.
- E. Contractor shall be responsible for quantities, physical sizes, electrical characteristics, etc. Any additional costs incurred due to the substitution of equipment (e.g., electrical, structural, etc.) shall be borne by the Contractor making the substitution.

1.31 GUARANTEE AND SERVICE

- A. Guarantee and service the entire installation for a period of one year from the date of substantial completion.
- B. The final acceptance will be made after Contractor has adjusted his equipment, balanced the various systems, demonstrated that it fulfills the requirement of the drawings and specifications, and has furnished all required certificates of inspection, drawings, instructions and approvals.
- C. Contractor shall, during the period of the guarantee, replace or repair at no cost to the Owner any piece of equipment and/or materials which is found to be defective. The replacement or repair shall be performed the same day of notification in an emergency fashion when notified by the Owner or authorized representative. Contractor shall also repair damage to surrounding work caused by the failure, repair or replacement of defective equipment.
- D. During guarantee period, Contractor shall provide at no additional cost to the Owner, full service and maintenance for all equipment and systems, including all necessary inspections, servicing, lubrication, adjustments, replacements and cleaning necessary to maintain equipment and systems in top working efficiency.

Included shall be a minimum of four (4) scheduled service visits for routine and preventive maintenance. Terms of service contract shall be submitted for review.

- E. Response time for emergency service shall be four (4) hours during business hours and six (6) hours on nights, weekends or holidays, and two (2) days for routine servicing.
- F. Refrigeration compressors shall have a factory guarantee including parts and labor for five (5) year's total. Certificates shall be turned over to the Owner.
- G. Refer to technical paragraphs for additional guarantee and servicing requirements for specific equipment and systems.

END OF SECTION