



Kenneth W. Jenkins, Westchester County Executive

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

**ROOF, HVAC, AND ELECTRICAL UPGRADES
DANIEL P. THOMAS MATERIAL RECOVERY FACILITY
YONKERS, NEW YORK**

**Contract No. 23-519
Bid Opening: March 12, 2025**

By Bidder (Please Print)

Firm/Business Name: _____

Address: _____

For Official Use Only

DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION

Division of Engineering

SPECIAL NOTICE

County of Westchester
New York

ADDENDA TO THE BID DOCUMENTS

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

SUBMISSION OF BIDS

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

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

SPECIAL NOTICE

County of Westchester
New York

MANDATORY PRE-BID SITE INSPECTION

- A. Superseding the first paragraph of Article “3. PRE-BID SITE INSPECTION” of the Information for Bidders, Bidders are required to attend a Mandatory Pre-Bid Site Inspection at **10 a.m. Monday, February 24, 2025 at Daniel P. Thomas Material Recovery Facility, 1100 Ridge Hill Boulevard, Yonkers, New York**, at which time they will examine the work site under escort by the County’s representative.
- B. **BIDS FROM CONTRACTORS NOT IN ATTENDANCE AT THIS MEETING, OR THOSE WHO FAIL TO SIGN THE ATTENDANCE SHEET-WILL BE *REJECTED***
- C. Bidders shall indicate their interest in the Mandatory Pre-Bid Site Inspection by contacting John Coelho, Department of Public Works and Transportation, Division of Engineering at (914) 995-5144.
- D. All other portions of Article “3. PRE-BID SITE INSPECTION” of the Information for Bidders shall remain in full force and effect.

SPECIAL NOTICE

County of Westchester
New York

MINORITY PARTICIPATION POLICY

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

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

SPECIAL NOTICE

County of Westchester
New York

CHANGES IN THE WICKS LAW

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

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

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

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

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

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

SPECIAL NOTICE

County of Westchester
New York

COMPLETION OF GRANT FUNDING FORMS

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

PROMPT EXECUTION AND RETURN OF CONTRACT

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

SPECIAL NOTICE

County of
Westchester New
York

MANDATORY OSHA CERTIFICATION

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

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

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

SPECIAL NOTICE

County of Westchester
New York

BUILDERS RISK INSURANCE

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

SPECIAL NOTICE

County of Westchester
New York

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

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

SPECIAL NOTICE

County of Westchester
New York

PREVAILING WAGE

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

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

SPECIAL NOTICE

County of Westchester
New York

PROJECT LABOR AGREEMENT (PLA)

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

CONTRACTOR SPECIAL NOTICE

Department of Environmental Facilities
Environmental Management System Requirements

General

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

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

Training

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

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

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

Competency

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

CONTRACT NO. 23-519

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

Project Coordination

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

Working Environment

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

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

CONTRACT NO. 23-519

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

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

Health and Safety Plan

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

Health and Safety Compliance Monitoring

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

Plant Equipment and Control of Hazardous Energy

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

CONTRACT NO. 23-519

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

Odor Notification

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

Odor Control

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

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

Demolition

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

Stormwater Management, Soil Erosion and Sediment Control Activities

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

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

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

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

Spills Prevention, Control and Response Procedures

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

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

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

Vehicle and Equipment Control

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

Good Housekeeping/Chemicals, Petroleum and Hazardous Materials Management

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

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

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

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

Waste Management and Minimization

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

Mercury Containing Devices

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

Energy Efficiency and Environmentally Preferable Products

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

CONTRACT NO. 23-519

The contractor shall:

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

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

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

Landscaping

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

Pesticide Ban

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

Change to Environmental Project Design Specification

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

Third Party Audit

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



**WESTCHESTER COUNTY
DEPARTMENT OF ENVIRONMENTAL FACILITIES**

ENVIRONMENTAL POLICY

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

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

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

A handwritten signature in blue ink, appearing to read "V. F. Kopicki", written over a horizontal line.

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

NOTICE TO CONTRACTORS

County of Westchester
New York

Sealed proposals for the following construction work:

CONTRACT NO: **23-519**

ADVERTISING: **February 14, 2025**

MANDATORY PRE-BID INSPECTION: **February 24, 2025**

ROOF, HVAC, AND ELECTRICAL UPGRADES DANIEL P. THOMAS MATERIAL RECOVERY FACILITY YONKERS, NEW YORK

will be received by the Board of Acquisition and Contract in Room 528, Michaelian Office Building, 148 Martine Ave., White Plains, New York until 11:00 a.m., **Wednesday, March 12, 2025**, and immediately thereafter, the bids will be publicly opened and read aloud in Room 527 of the said building. The bid opening also will be made accessible to the public via the livestreaming service WebEx. The livestreaming of the bid opening via WebEx is in addition to and not in place of the publicly bid opening to be held in Room 527 of the Michaelian Office Building. For additional bidding information or questions call (914) 995-2274.

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

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

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

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

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

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

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

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

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

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

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

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

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

TABLE OF CONTENTS

SECTION 1: GENERAL REQUIREMENTS AND PROPOSALS

General Requirements

1.	Description Of The Work	1.1
2.	Subcontracting & Direct Employment Of Labor	1.2
3.	Required Time For Completion Of The Work	1.2
4.	Security Regulations	1.3
5.	Payment for Bonds and Insurance	1.5

Contract Drawings

Contract Drawings	Contract Drawings 1
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Proposal Forms

Bidder's Identification	Proposal Page 1
Proposal Requirements and Addendum Receipt	Proposal Page 2
Non-Collusive Bidding Certification	Proposal Page 4
Bid Page(s)	Proposal Page 6
Contractor's Acknowledgement	Proposal Page 7
Contractor's Acknowledgement (Corporation/Sole Officer)	Proposal Page 8
Limited Liability Company Acknowledgement	Proposal Page 9
Certificate of Authority	Proposal Page 10
Certificate of Authority-Limited Liability Company	Proposal Page 11
Bid Bond and Consent of Surety	Proposal Page 12
Affirmative Action Program Requirement (Contractors)	Proposal Page 13
Apprenticeship Training Program Requirement	Proposal Page 14
Certificate of License (Electrical)	Proposal Page 15
Certificate of License (Plumbing)	Proposal Page 17
Certificate of License (Hauler)	Proposal Page 19
Stormwater Pollution Prevention Certification	Proposal Page 20
Prevailing Wage Rates and Supplement	Proposal Page 21
MBE/WBE Program Questionnaire	Proposal Page 22
Contractor Disclosure Statement	Proposal Page 23
Required Disclosure of Relationships to County	Proposal Page 32
Service-Disabled Veterans-Owned Business Questionnaire	Proposal Page 34
Schedule "F" Criminal Background Disclosure	Proposal Page 35
Subcontractors Sealed Bid Submission	Proposal Page 41

TABLE OF CONTENTS

SECTION 2: INFORMATION FOR BIDDERS

1.	Addenda And Interpretation	2.1
2.	Voided Clauses	2.1
3.	Pre-Bid Site Inspection	2.1
4.	Bid Security	2.1
5.	Performance And Payment Bond.....	2.2
6.	Indemnification Agreement	2.3
7.	Insurance Requirements.....	2.3
8.	Prevailing Wage Rates And Supplements	2.6
9.	Labor And Compliance With Labor Law	2.9
10.	Contractor's Report Of Employment And Weekly Affidavit	2.13
11.	Laws/Regulations And Appropriations.....	2.13
12.	Refusal To Answer Questions	2.13
13.	Bid Requirements.....	2.14
14.	Miscellaneous Additional Work (Item W-800)	2.14
15.	Correction Of Errors	2.15
16.	Shown Quantities	2.15
17.	Qualification Of Bidders.....	2.15
18.	Required Experience.....	2.16
19.	Increase Or Decrease Of Quantities: Elimination Of Items.....	2.16
20.	Breakdown Cost Of Lump Sum Items And Contracts.....	2.16
21.	Engineering Charges.....	2.17
22.	Estimates And Payments.....	2.17
23.	Payments To Subcontractors And Materialmen By Contractor	2.21
24.	Time Of Starting	2.22
25.	Safety And Health Regulations For Construction And Demolition Work	2.22
26.	Accident Prevention And First Aid Facilities	2.23
27.	Fire Prevention And Control.....	2.23
28.	State And Local Sales Tax Exemption	2.24
29.	Apprentices	2.24
30.	Affirmative Action Provision	2.24
31.	Affirmative Action Program Requirement	2.24
32.	Authority To Do Business In New York	2.25
33.	License Requirements (Electrical).....	2.25
34.	License Requirements (Plumbing).....	2.26
35.	License Requirements (Haulers).....	2.27
36.	Minority Participation Policy.....	2.30
37.	Sexual Harassment Policy.....	2.32
38.	Smoke-Free Workplace Policy	2.33
39.	County Energy Efficient Purchasing Policy	2.33
40.	Restriction On Use Of Tropical Hardwoods.....	2.33
41.	Disclosure Of Relationships To County	2.34
42.	Contractor Disclosure Statement	2.34
43.	Criminal Background Information.....	2.34
44.	Mandatory OSHA Construction Safety And Health Training.....	2.36

TABLE OF CONTENTS

SECTION 3: GENERAL CLAUSES

1.	Material And Workmanship	3.1
2.	Definitions.....	3.1
3.	Boundaries Of Work	3.2
4.	Overlapping Work	3.2
5.	Proper Method Of Work And Proper Materials	3.4
6.	Control Of Area	3.5
7.	Permits, Fees, Etc.....	3.5
8.	Traffic	3.5
9.	Inspection.....	3.5
10.	Stopping Work.....	3.5
11.	Dimensions	3.6
12.	Payments To County.....	3.6
13.	Protection Of Utilities And Structures.....	3.6
14.	Protection Of Water Resources & The Environment	3.6
15.	Sanitary Regulations	3.8
16.	Cleaning Up	3.8
17.	Prevention Of Dust Hazard.....	3.8
18.	Representative Always Present.....	3.9
19.	Work In Bad Weather	3.9
20.	Protection Of Work Until Completion.....	3.9
21.	Removal Of Temporary Structures And Cleaning Up.....	3.9
22.	Gross Loads Hauled On Highway	3.9
23.	Concrete Batch Proportions - Yield.....	3.9
24.	Damage Due To Contractor's Operations	3.10
25.	Property Damage	3.10
26.	Claims For Damages.....	3.10
27.	Extensions Of Time	3.11
28.	Request For Approval Of Equal	3.12
29.	Substitution	3.15
30.	Extra Work: Increased Compensation/Decreased Work: Credit To The Owner.....	3.18
31.	Disputed Work - Notice Of Claims For Damages	3.20
32.	Contractor's Subcontracts And Material Lists	3.21
33.	Assignment Of Contract	3.22
34.	Payment For General Provisions	3.22
35.	Costs Incurred By County.....	3.22
36.	Guarantee Of Work.....	3.23
37.	Separate Contracts	3.23
38.	Cooperation With Owner.....	3.24
39.	Job Meetings & Project Superintendant	3.24

TABLE OF CONTENTS

SECTION 3: GENERAL CLAUSES

40.	Patent Warranty	3.25
41.	Materials	3.26
42.	Standard Of Quality	3.29
43.	Proprietary Item	3.29
44.	Shop Drawings.....	3.30
45.	Sequence Of Construction Operations.....	3.34
46.	Protection	3.36
47.	Cleanup And Removal Of Debris	3.36
48.	Temporary Service.....	3.36
49.	Operating Tests	3.37
50.	Operating Instructions And Parts Lists	3.37
51.	Cutting And Patching.....	3.37
52.	Conflicts Among Contract Documents.....	3.39
53.	Record Drawings	3.39
54.	Time	3.40
55.	Acceleration Of The Work.....	3.40
56.	Ultra Low Sulfur Diesel Fuel.....	3.40
57.	Qualified Transportation Fringe Program.....	3.42
58.	Use of Fluorescent Light Bulbs & Energy Efficient Bulbs	3.42
59.	County of Westchester Phosphorus-Free Lawn Fertilizer Policy.....	3.42

TABLE OF CONTENTS

SAMPLE FORMS AND ATTACHMENTS

Sample Forms

Affirmative Action Program Requirement – Subcontractor(s).....	Forms Page 1
Contractor’s Report Of Employment And Weekly Affidavit.....	Forms Page 2
Monthly Employment Utilization Report	Forms Page 4
Shop Drawing Schedule.....	Forms Page 5
Shop Drawing ID	Forms Page 6
Request For Approval Of Equal	Forms Page 7
Request For Approval Of Substitutions.....	Forms Page 8
Contractor’s Ultra Low Sulfur Diesel Fuel Affidavit.....	Forms Page 9
Contractor’s Ultra Low Sulfur Diesel Fuel-LOG	Forms Page 10
Electronic Funds Transfer (EFT)-Vendor Direct Payment Authorization Form.....	Forms Page 11

Sample Contract And Bond

Sample Contract And Bond For Construction	A-1
---	-----

Schedule Of Hourly Rates And Supplements

Schedule Of Hourly Rates And Supplements	B-1
--	-----

TABLE OF CONTENTS

TECHNICAL SPECIFICATIONS

CONTRACT NO. 23-519

DIVISION 1 – GENERAL REQUIREMENTS

Section 011100	Summary of Work
Section 011400	Work Restrictions
Section 012100	Allowances
Section 012200	Unit Prices
Section 012500	Product Substitution Procedures
Section 012700	Mobilization
Section 012900	Payment Procedures
Section 012973	Schedule of Values
Section 013100	Project Management and Coordination
Section 013119	Progress Meetings
Section 013216	Construction Schedule
Section 013300	Submittals
Section 014100	Regulatory Requirements
Section 014320	Pre-Installation Meetings
Section 014500	Quality Control
Section 014536	Environmental Quality Control
Section 015000	Temporary Facilities and Controls
Section 016100	Basic Product Requirements
Section 016500	Product Delivery, Storage and Handling
Section 017423	Cleaning
Section 017800	Closeout Submittals
Section 017823	Operating and Maintenance Data
Section 017839	Project Record Documents

DIVISION 2 - SITE CONSTRUCTION

Section 020100	Maintenance of Existing Conditions
Section 024119	Selective Demolition
Section 028200	Asbestos Remediation

DIVISION 3 – CONCRETE

Section 033300	Cast-in-Place Concrete
----------------	------------------------

DIVISION 5 – METALS

Section 051200	Structural Steel Framing
Section 053100	Steel Decking
Section 055000	Metal Fabrications
Section 055133	Metal Ladders
Section 055213	Pipe and Tube Railings

DIVISION 6 - WOOD AND PLASTICS

Section 061000	Rough Carpentry
----------------	-----------------

TABLE OF CONTENTS

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

Section 070150	Preparation for Re-Roofing
Section 075216	Styrene-Butadiene-Styrene (SBS) Modified Bituminous Membrane Roofing
Section 076200	Sheet Metal Flashing and Trim
Section 077200	Roof Accessories
Section 078413	Penetration Firestopping
Section 079200	Joint Sealants

DIVISION 9 – FINISHES

Section 099123	Interior Painting
----------------	-------------------

DIVISION 22 – PLUMBING

Section 224400	Plumbing Specialties
----------------	----------------------

DIVISION 23 – HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)

Section 230010	General Mechanical Requirements
Section 230015	Mechanical Demolition
Section 230135	HVAC System Cleaning
Section 230529	Pipe Hangers and Supports
Section 230533	Piping Freeze Protection System
Section 230555	Mechanical System Identification
Section 230594	Balancing of Air Systems
Section 230700	Pipe Insulation
Section 230719	Ductwork Insulation
Section 230800	Commissioning of Mechanical Systems
Section 230991	Instrumentation and Control Integration
Section 230993	Sequence of Operations
Section 232000	Pipe, Valves and Fittings
Section 232001	Condensate Drain Piping
Section 232006	Hydronic Specialties
Section 232007	Piping Specialties
Section 232300	Refrigerant Piping
Section 233113	Sheet Metal Work
Section 233416	Exhaust Fans
Section 234000	HVAC Air Cleaning Devices
Section 237213	Air Cooled Condensing Units
Section 237313	Air Handling Units
Section 238100	Packaged Rooftop Units

DIVISION 26 – ELECTRICAL

Section 260000	Electrical
Section 260010	Electrical Demolition
Section 260519	Low-Voltage Electrical Power Conductors and Cables
Section 260526	Grounding and Bonding for Electrical Systems
Section 260529	Hangers and Supports for Electrical Systems

TABLE OF CONTENTS

Section 260533	Raceways and Boxes for Electrical Systems
Section 260553	Identification for Electrical Systems
Section 262726	Wiring Devices
Section 265000	Lighting

DIVISION 28 – ELECTRONIC SAFETY AND SECURITY

Section 283100	Fire Detection and Alarm
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1. GENERAL REQUIREMENTS AND PROPOSALS

DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION

Division of Engineering

GENERAL REQUIREMENTS

1. DESCRIPTION OF THE WORK

Work under this Contract includes all necessary labor, materials and equipment required to:

Removal and replacement of entire roofing system and associated accessories across all roofs; infill of existing skylights at roofs and miscellaneous structural repairs to roof decks; replacement of mechanical HVAC equipment and controls; installation of a new mechanical dust collection system and a new misting system; and upgrades to interior lighting and fire alarm systems.

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

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

GENERAL REQUIREMENTS

2. SUBCONTRACTING & DIRECT EMPLOYMENT OF LABOR

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

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

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

3. REQUIRED TIME FOR COMPLETION OF THE WORK

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

The Contractor shall commence the work embraced in this contract within ten (10) days of the service of Notice by the County to do so and shall complete the said work within **360** consecutive calendar days computed from the date of such Notice to commence.

GENERAL REQUIREMENTS

4. SECURITY REGULATIONS

Security Regulations For all County Facilities except County Correctional Facilities:

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

Security Regulations For County Correctional Facilities:

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

GENERAL REQUIREMENTS

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

GENERAL REQUIREMENTS

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

5. PAYMENT FOR BONDS AND INSURANCE

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

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

GENERAL REQUIREMENTS

CONTRACT DRAWINGS:

CONTRACT NUMBER 23-519

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

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

<u>DRAWING NO.</u>	<u>SHEET TITLE</u>	<u>DPW FILE NO.</u>
1	T1.0 COVER SHEET & GENERAL NOTES	93-02-T-273-0
2	INF1.0 GENERAL NOTES, LEGENDS AND LOCATION PLANS	93-02-G-274-0
3	ASB1.0 ASBESTOS ABATEMENT PLAN, NOTES AND LEGEND	93-02-AB-275-0
4	AD1.0 PARTIAL DEMOLITION ROOF PLAN - PAPER HOUSE & SHIPPING HOUSE	93-02-A-276-0
5	AD1.1 PARTIAL DEMOLITION ROOF PLAN - MATERIALS RECOVERY FACILITY	93-02-A-277-0
6	AD1.2 PARTIAL DEMOLITION ROOF PLAN - TRANSFER STATION	93-02-A-278-0
7	A2.0 PARTIAL CONSTRUCTION ROOF PLAN - PAPER HOUSE & SHIPPING HOUSE	93-02-A-279-0
8	A2.1 PARTIAL CONSTRUCTION ROOF PLAN - MATERIALS RECOVERY FACILITY	93-02-A-280-0
9	A2.2 PARTIAL CONSTRUCTION ROOF PLAN - TRANSFER STATION	93-02-A-281-0
10	A3.0 ROOF DETAILS	93-02-A-282-0
11	A3.1 ROOF DETAILS	93-02-A-283-0
12	S001 GENERAL NOTES	93-02-S-284-0
13	S100 ROOF FRAMING PLAN (SHIPPING HOUSE/PAPER HOUSE)	93-02-S-285-0
14	S101 ROOF FRAMING PLAN (MATERIALS RECOVERY FACILITY/TIPPING FLOOR)	93-02-S-286-0
15	S102 ROOF FRAMING PLAN (TRANSFER STATION)	93-02-S-287-0
16	S103 STRUCTURAL DAMAGE LOCATIONS	93-02-S-288-0
17	S500 REPAIR DETAILS	93-02-S-289-0
18	M002 HVAC GENERAL NOTES AND LEGENDS	93-02-M-290-0
19	MD120 DEMOLITION SECOND FLOOR PLAN	93-02-M-291-0
20	MD130 DEMOLITION ROOF PAPER/SHIPPING HOUSE	93-02-M-292-0
21	MD131 DEMOLITION ROOF TRANSFER STATION	93-02-M-293-0
22	MD132 DEMOLITION ROOF TIPPING FLOOR	93-02-M-294-0
23	M110 FIRST FLOOR PLAN	93-02-M-295-0

Contract Drawings 1

GENERAL REQUIREMENTS

24	M111	LOWER FLOOR MISTING SYSTEM TRANSFER STATION AND PAPER/SHIPPING HOUSE PLAN	93-02-M-296-0
25	M112	LOWER FLOOR MISTING SYSTEM TIPPING FLOOR PLAN	93-02-M-297-0
26	M113	FIRST FLOOR MISTING SYSTEM TRANSFER STATION AND PAPER/SHIPPING HOUSE PLAN	93-02-M-298-0
27	M114	FIRST FLOOR MISTING SYSTEM TIPPING FLOOR PLAN	93-02-M-299-0
28	M115	SMALL SORTING ROOM FLOOR PLAN	93-02-M-300-0
29	M120	SECOND FLOOR PLAN	93-02-M-301-0
30	M130	ROOF PAPER/SHIPPING HOUSE	93-02-M-302-0
31	M131	ROOF TRANSFER STATION	93-02-M-303-0
32	M132	ROOF TIPPING FLOOR	93-02-M-304-0
33	M500	HVAC DETAILS	93-02-M-305-0
34	M600	HVAC SCHEDULES	93-02-M-306-0
35	E001	ELECTRICAL LEGENDS, FIRE ALARM RISER DIAGRAM, DETAILS, NOTES AND SCHEDULE	93-02-E-307-0
36	ED110	ELECTRICAL TIPPING FLOOR FIRST FLOOR DEMOLITION PLAN	93-02-E-308-0
37	ED111	ELECTRICAL TRANSFER STATION FIRST FLOOR DEMOLITION PLAN	93-02-E-309-0
38	ED120	ELECTRICAL TIPPING FLOOR PARTIAL SECOND FLOOR DEMOLITION PLAN	93-02-E-310-0
39	ED130	ELECTRICAL PAPER HOUSE AND SHIPPING HOUSE PARTIAL ROOF DEMOLITION PLAN	93-02-E-311-0
40	ED131	ELECTRICAL TIPPING FLOOR PARTIAL ROOF DEMOLITION PLAN	93-02-E-312-0
41	ED132	ELECTRICAL TRANSFER STATION ROOF DEMOLITION PLAN	93-02-E-313-0
42	E110	ELECTRICAL TIPPING FLOOR PARTIAL FIRST FLOOR HVAC POWER PLAN	93-02-E-314-0
43	E120	ELECTRICAL TIPPING FLOOR PARTIAL SECOND FLOOR HVAC POWER PLAN	93-02-E-315-0
44	E130	ELECTRICAL PAPER HOUSE AND SHIPPING HOUSE PARTIAL ROOF HVAC POWER PLAN	93-02-E-316-0
45	E131	ELECTRICAL TIPPING FLOOR PARTIAL ROOF HVAC POWER PLAN	93-02-E-317-0
46	E132	ELECTRICAL TRANSFER STATION ROOF HVAC POWER PLAN	93-02-E-318-0
47	E200	ELECTRICAL TIPPING FLOOR FIRST FLOOR LIGHTING PLAN	93-02-E-319-0
48	E201	ELECTRICAL TRANSFER STATION FIRST FLOOR LIGHTING PLAN	93-02-E-320-0

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



Kenneth W. Jenkins, Westchester County Executive

PROPOSAL PAGES

**ROOF, HVAC, AND ELECTRICAL UPGRADES
DANIEL P. THOMAS MATERIAL RECOVERY FACILITY
YONKERS, NEW YORK**

**Contract No. 23-519
Bid Opening: March 12, 2025**

By Bidder (Please Print)

Firm/Business Name: _____

Address: _____

For Official Use Only

DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION

Division of Engineering

PROPOSAL REQUIREMENTS

BIDDER'S IDENTIFICATION

CONTRACT NO. _____

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

Proposal made by _____
as party of the second part.

Whose business address is _____

Whose telephone number is _____

Whose E-mail address is _____

Whose Federal ID number is _____

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

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

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

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

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

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

COMPLETE THIS FORM USING BLACK INK ONLY

PROPOSAL REQUIREMENTS

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

PROPOSAL REQUIREMENTS

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

8. The undersigned does hereby agree to comply with all relevant provisions of the Labor Laws of the State of New York, and agrees to adhere to the provisions relating to the eight-hour day and five-day week, the payments of minimum rates for labor, and the latest laws relative to payments for wages for labor on public contracts.
9. The undersigned does hereby agree to insure all persons connected with the contract work against accident, at its own expense, as prescribed by the Workmen's Compensation Law of the State of New York; and that it will be responsible for payments by itself, its subcontractors and vendors of all taxes applicable to the work, and all other payments as may be required by various laws and rules and regulations of the Federal Government, the State of New York and its political subdivisions and agencies, such payments including but not limited to the following:
 - A. Federal Social Security Taxes on employees' wages.
 - B. Applicable Federal Excise Taxes.
 - C. New York State Unemployment Insurance and Disability Payments, based on employees' wages.
10. The undersigned does hereby agree to accept their indicated lump sum price for the total work and/or their indicated unit prices for the various items of the work as the sole basis in the determination of the value of addition to, or deletions from the specified scope of the contract work.

11. ADDENDUM RECEIPT - CONTRACT NO. _____

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

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

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

COMPLETE THIS FORM USING BLACK ONLY

PROPOSAL REQUIREMENTS

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

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

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

13. NON-COLLUSIVE BIDDING CERTIFICATION

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

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

PROPOSAL REQUIREMENTS

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

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

Dated _____, 20____

Legal Name of Person, Firm or
Corporation

(Seal of Corporation)

Business Address of Person, Firm or Corporation

By _____
Signature

Title

COMPLETE THIS FORM USING BLACK INK ONLY

LUMP SUM PROPOSAL

ITEM NO.	DESCRIPTION	AMOUNT BID	
		DOLLARS	CENTS
A	For providing all labor, material, and equipment necessary to complete the work as shown on the contract drawings and in accordance with the specifications for the Roof, HVAC and Electrical Upgrades at the Daniel P. Thomas Materials Recovery Facility in Yonkers, NY.	\$	
SUBTOTAL OF ALL ITEMS ABOVE:		\$	
B	Mobilization (Must not exceed 2.00% of Subtotal shown above)	\$	
C	Contract Bonds and Insurance (Must not exceed 3.00% of Subtotal shown above)	\$	
W800	Necessary for Miscellaneous Additional Work per Article "Miscellaneous Additional Work (Item W-800)" of Information for Bidders, as directed	\$ 1,000,000	00
TOTAL BID FOR 'BASE BID':		\$	

CONTRACTOR: _____

ADDRESS: _____

BY: _____

Signature/Title

CONTRACTOR'S ACKNOWLEDGMENT

(If Corporate)

STATE OF NEW YORK)

COUNTY OF WESTCHESTER) ss.:

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

Notary Public

CONTRACTOR'S ACKNOWLEDGMENT

(If Individual)

STATE OF NEW YORK)

COUNTY OF WESTCHESTER) ss.:

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

Notary Public

CONTRACTOR'S ACKNOWLEDGMENT

(If Co-Partnership)

STATE OF NEW YORK)

COUNTY OF WESTCHESTER) ss.:

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

Notary Public

COMPLETE THIS FORM USING BLACK INK ONLY

CONTRACTOR'S ACKNOWLEDGMENT

(If Corporation/Sole Officer)

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

On this _____ day of _____, 20__, before me
personally came _____ to me known and
(Name)

known to me to be the _____
(Title)

of _____, the corporation described in and which
(Name of Corporation)

executed the within instrument, who being by me duly sworn did depose and say that he/she,
resides at _____

and that he/she signed the within instrument, on behalf of said corporation, in his/her capacity
as the _____ and sole officer and director of said corporation
(Title)

and that he/she owns all the issued and outstanding capital stock of said corporation.

Notary Public

COMPLETE THIS FORM USING BLACK INK ONLY

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

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

On this _____ day of _____, 20__, before me

personally came _____ to me known to be the individual
(Name of individual who signed agreement)

who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that

(s)he is (the)(a) _____ of _____,
(member)(manager) *(name of limited liability company)*

a _____ limited liability company, and that (s)he has authority
(name of state)

to sign the same, and acknowledged that (s)he executed the same as the act and deed of said limited liability company.

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

Notary Public

My Commission Expires on: _____

COMPLETE THIS FORM USING BLACK INK ONLY

CERTIFICATE OF AUTHORITY

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

certify that I am _____ of the
(Title)

(Name of Contractor)

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

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

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

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

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

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

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

(Signature)

(SEAL)

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

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

Notary Public

COMPLETE THIS FORM IN BLACK INK ONLY

CERTIFICATE OF AUTHORITY-LIMITED LIABILITY COMPANY

I, _____,
(member or manager other than person executing the agreement)

certify that I am a _____ of _____
(member/manager) (Name of Limited Liability Company)

(the “LLC”) duly organized under the Laws of the State of _____; that
(Name of State)

_____, who signed said agreement on behalf of the LLC.
(Person Executing Agreement)

was, at the time of execution, a manager of the LLC; that said Contract was duly signed for and on behalf of said LLC and as the act of said LLC for the purposes herein mentioned.

(Signature)

[illegible]

On this _____ day of _____, 20____, before me personally came _____, to me known, and known to me to be the _____
(name of member/manager) *(member/manager)*
described in and who executed the above certificate, who being be me duly sworn did depose and say that he resides at _____, and he is a
(member/manager) of said LLC; that he is duly authorized to execute said certificate on behalf of said LLC, and that he signed his name thereto pursuant to such authority.

Notary Public

County

My Commission Expires on:_____

COMPLETE THIS FORM USING BLACK INK ONLY

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

CONTRACT NO. _____

BID BOND AND CONSENT OF SURETY

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

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

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

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

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

NOW, THEREFORE, the Surety agrees:

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

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

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

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

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

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

(Print Name of Contractor)

(Signature) Principal

(Title of Authorized Officer)

(Print Name of Surety)

By _____ Surety
(Signature)

(Title of Authorized Officer)

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

AFFIRMATIVE ACTION PROGRAM REQUIREMENT

Affirmative Action Program

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

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

If Yes, give name of Program: _____

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

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

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

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

COMPLETE THIS FORM USING BLACK INK ONLY

APPRENTICESHIP TRAINING PROGRAM REQUIREMENT

Apprenticeship Training Program

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

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

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

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

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

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

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

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

COMPLETE THIS FORM USING BLACK INK ONLY

CERTIFICATE OF LICENSE

(TO BE COMPLETED BY AN ELECTRICAL BIDDER ONLY)

_____, being duly sworn
(Name)

deposes and says that the following statements are true:

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

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

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

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

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

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

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

COMPLETE THIS FORM USING BLACK INK ONLY

CERTIFICATE OF LICENSE (Continued)

(TO BE COMPLETED BY AN ELECTRICAL BIDDER ONLY)

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

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

Signature

Sworn to before me
this _____ day of _____

License No.

Notary Public - State of New York

COMPLETE THIS FORM USING BLACK INK ONLY

CERTIFICATE OF LICENSE

(TO BE COMPLETED BY A PLUMBING BIDDER ONLY)

_____, being duly sworn
(Name)

deposes and says that the following statements are true:

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

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

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

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

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

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

COMPLETE THIS FORM USING BLACK INK ONLY

CERTIFICATE OF LICENSE (Continued)

(TO BE COMPLETED BY A PLUMBING BIDDER ONLY)

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

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

Signature

Sworn to before me
this _____ day of _____

License No.

Notary Public - State of New York

COMPLETE THIS FORM USING BLACK INK ONLY

CERTIFICATE OF LICENSE

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

_____, being duly sworn
(Name)

deposes and says that the following statements are true:

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

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

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

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

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

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

Signature

Sworn to before me
this _____ day of _____

License No.

Notary Public - State of New York

COMPLETE THIS FORM USING BLACK INK ONLY

STORMWATER POLLUTION PREVENTION CERTIFICATION

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

Signature

Sworn to before me

This _____ day of _____, 200_.

Notary Public – State of New York, County of _____

My Commission Expires on _____.

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

COMPLETE THIS FORM USING BLACK INK ONLY

PREVAILING WAGE RATES AND SUPPLEMENTS

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

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

Yes _____

No _____

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

Yes _____

No _____

If Yes, please indicate which program:

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

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

Signature

Date: _____

Notary Public

Date: _____

COMPLETE THIS FORM USING BLACK INK ONLY

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

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

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

- 1.) meets the following requirements:
 - a. is at least 51% owned by one or more persons of color or women;
 - b. is an enterprise in which such ownership by persons of color or women is real, substantial and continuing;
 - c. is an enterprise in which such ownership interest by persons of color or women has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and
 - d. is an enterprise authorized to do business in this state which is independently owned and operated.
- 2.) is a business enterprise certified as a minority business enterprise ("MBE") or women business enterprise ("WBE") pursuant to Article 15-a of the New York State Executive Law and the implementing regulations, 9 New York Code of Rules and Regulations subtitle N Part 540 et seq., **OR**
- 3.) is a business enterprise certified as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., and the relevant provisions of the Code of Federal Regulations as amended.

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

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

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

_____ No

_____ Yes

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

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

_____ Women

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

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

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

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

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

Name of Business Enterprise: _____

Address: _____

Name and Title of person completing questionnaire: _____

Signature: _____

Notary Public

Date

CONTRACTOR'S DISCLOSURE STATEMENT

Instructions:

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

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

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

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

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

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

Definitions:

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

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

CONTRACTOR'S DISCLOSURE STATEMENT

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

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

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

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

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

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

Contractor Disclosure Statement – is this document.

Control – A Business Entity controls another Business Entity when:

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

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

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

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

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

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

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

CONTRACTOR'S DISCLOSURE STATEMENT

CONTRACT NO.: _____

☐ Check if Subcontractor

Type Of Submission

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

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

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

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

NO CHANGE AFFIDAVIT

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

Submitted by: _____
(Signature)

Name (Print): _____

Title (Print): _____

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

NOTARY PUBLIC

COMPLETE THIS FORM USING BLACK INK ONLY

CONTRACTOR'S DISCLOSURE STATEMENT

Questions:

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

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

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

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

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

COMPLETE THIS FORM USING BLACK INK ONLY

CONTRACTOR'S DISCLOSURE STATEMENT

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

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

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

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

COMPLETE THIS FORM USING BLACK INK ONLY

CONTRACTOR'S DISCLOSURE STATEMENT

10. Is the Contractor Controlled by another Business Entity? ____ Yes ____ No. If you answered yes, please identify the name, Business Address and telephone number of that Controlling Business Entity and list any contracts that the Controlling Business Entity has had with Westchester County in the past five (5) years?

11. If the Contractor has Control of any other Business Entity that has had a Contract with the County of Westchester in the past five (5) years, please identify the name, Business Address and telephone number of that Controlled Business Entity.

12. List any and all contract sanctions imposed on the Contractor or on a Business Entity listed in response to #3 above that was imposed by a Government Agency during the prior five (5) years, including, but not limited to, all cautions, suspensions, debarments, cancellations of a contract based on business conduct, declarations of default, determinations of ineligibility to bid or whether any proceedings to determine eligibility to bid are pending.

13. List the contract sanction history for the past five (5) years, as defined in #12 above, for any Affiliate of the Contractor.

COMPLETE THIS FORM USING BLACK INK ONLY

CONTRACTOR'S DISCLOSURE STATEMENT

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

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

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

COMPLETE THIS FORM USING BLACK INK ONLY

CONTRACTOR'S DISCLOSURE STATEMENT

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

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

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

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

COMPLETE THIS FORM USING BLACK INK ONLY

CONTRACTOR'S DISCLOSURE STATEMENT

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

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

OATH

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

Submitted by: _____
(Signature)

Name (Print): _____

Title (Print): _____

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

NOTARY PUBLIC

COMPLETE THIS FORM USING BLACK INK ONLY

REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY

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

Contract Name and/or ID No.:

(To be filled in by County)

Name of Contractor:

(To be filled in by Contractor)

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

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

Yes _____ No _____

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

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

Yes _____ No _____

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

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

Yes _____ No _____

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

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

Name: _____

Title: _____

Date: _____

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

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

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

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

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

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

_____ No
_____ Yes

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

_____ No
_____ Yes

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

Name of Firm/Business Enterprise: _____

Address: _____

Name/Title of Person completing Questionnaire: _____

Signature: _____

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

Notary Public

Date:

SCHEDULE "F"
CRIMINAL BACKGROUND DISCLOSURE
INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

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

Exemptions

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

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

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

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

Subconsultants, Subcontractors, Sublessees, or Sublicensees

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

New Persons Subject to Disclosure

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

PLEASE CONTINUE TO THE

Criminal Background Disclosure Form and Certification

BEGINNING ON THE NEXT PAGE

CONTRACT #: _____

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

**CRIMINAL BACKGROUND DISCLOSURE
FORM AND CERTIFICATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Name: _____
Title: _____
Date: _____

Notary Public

Date

SUBCONTRACTOR'S SEALED BID SUBMISSION

Westchester County Contract No.: _____

Name of Subcontractor: _____

Address: _____

Phone #: _____ Fax #: _____

E-mail address: _____

Name of Contractor to whom
this bid is submitted: _____

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

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

\$: _____

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

Subcontractor

Contractor

Signature

Signature

By _____
(print name & title)

By _____
(print name & title)

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

COMPLETE THIS FORM USING BLACK INK ONLY

INFORMATION FOR BIDDERS



2. INFORMATION FOR BIDDERS

DEPARTMENT OF PUBLIC WORKS

Division of Engineering

INFORMATION FOR BIDDERS

1. ADDENDA AND INTERPRETATION

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

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

2. VOIDED CLAUSES

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

3. PRE-BID SITE INSPECTION

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

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

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

4. BID SECURITY

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

INFORMATION FOR BIDDERS

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

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

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

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

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

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

5. PERFORMANCE AND PAYMENT BOND

If required pursuant to "Notice to Contractors."

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

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

INFORMATION FOR BIDDERS

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

6. INDEMNIFICATION AGREEMENT

The Contractor agrees:

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

7. INSURANCE REQUIREMENTS

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

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

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

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

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

INFORMATION FOR BIDDERS

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

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

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

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

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

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

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

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

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

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

INFORMATION FOR BIDDERS

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

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

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

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

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

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

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

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

INFORMATION FOR BIDDERS

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8. PREVAILING WAGE RATES AND SUPPLEMENTS

A. Wages to be Paid and Supplements to be Provided

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

INFORMATION FOR BIDDERS

B. Schedule of Hourly Rates/Supplements

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

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

C. Grounds for Cancellation of Contract

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

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

D. Records to be kept on Site

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

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

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

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

INFORMATION FOR BIDDERS

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

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

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

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

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

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

H. Penalty for Payment of Less than Prevailing Wages

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

INFORMATION FOR BIDDERS

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

9. LABOR AND COMPLIANCE WITH LABOR LAW

A. Preference for Westchester Residents

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

B. Certifications To Be Filed

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

C. Retention of Funds

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

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

INFORMATION FOR BIDDERS

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

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

INFORMATION FOR BIDDERS

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

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

INFORMATION FOR BIDDERS

- 7) When final determination has been made and such determination is in favor of the complainant, said complainant may in addition to any other remedy provided by this article, institute an action in any Court of appropriate jurisdiction against the person or corporation found violating this article, any substantially-owned affiliated entity or any successor of the Contractor or Subcontractor, any officer of the Contractor or Subcontractor who knowingly participated in the violation of this article, and any of the partners if the Contractor or Subcontractor is a partnership or any of the five largest shareholders of the Contractor or Subcontractor, as determined by the fiscal officer, for the recovery of the difference between the sum, if any, actually paid to him by the Commissioner of Finance pursuant to said order and the amount found to be due him as determined by said order. Such action must be commenced, within three years from the date of the filing of said order, or if the said order is reviewed in a proceeding pursuant to Article Seventy-eight of the Civil Practice Law and Rules, within three years after the termination of such review proceeding.
- 8) When two final determinations have been rendered against a Contractor, Subcontractor, successor, or any substantially owned affiliated entity of the Contractor or Subcontractor, any of the partners if the Contractor or Subcontractor is a partnership, any officer of the Contractor or Subcontractor who knowingly participated in the violation of this article, any of the five largest shareholders of the Contractor or Subcontractor or any successor within any consecutive six-year period determining that such Contractor, Subcontractor, successor, or any substantially-owned affiliated entity of the Contractor or Subcontractor, any of the partners or any of the five largest shareholders of the Contractor or Subcontractor, any officer of the Contractor or Subcontractor who knowingly participated in the violation of this article has willfully failed to pay the prevailing rate of wages or to provide supplements in accordance with this article, whether such failures were concurrent or consecutive and whether or not such final determinations concerning separate public work projects are rendered simultaneously, such Contractor, Subcontractor, successor, or any substantially-owned affiliated entity of the Contractor or Subcontractor, any of the partners if the Contractor or Subcontractor is a partnership or any of the five largest shareholders of the Contractor or Subcontractor, any officer of the Contractor or Subcontractor who knowingly participated in the violation of this article shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with the State, any municipal corporation or public body for a period of five years from the second final determination, provided, however, that where any such final determination involves the falsification of payroll records or the kickback of wages or supplements, the Contractor, Subcontractor, successor, or any substantially-owned affiliated entity of the Contractor or Subcontractor, any partner if the Contractor or Subcontractor is a partnership or any of the five largest shareholders of the Contractor or Subcontractor, any officer of the Contractor or Subcontractor who knowingly participated in the violation of this article shall be ineligible to submit a bid on or be awarded any public work contract with the State, any municipal corporation or public body for a period of five years from the first final determination.

INFORMATION FOR BIDDERS

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

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

10. CONTRACTOR'S REPORT OF EMPLOYMENT AND WEEKLY AFFIDAVIT

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

11. LAWS/REGULATIONS AND APPROPRIATIONS

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

12. REFUSAL TO ANSWER QUESTIONS

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

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

INFORMATION FOR BIDDERS

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

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

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

13. BID REQUIREMENTS

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

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

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

14. MISCELLANEOUS ADDITIONAL WORK (ITEM W-800)

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

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

INFORMATION FOR BIDDERS

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

15. CORRECTION OF ERRORS

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

16. SHOWN QUANTITIES

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

17. QUALIFICATION OF BIDDERS

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

INFORMATION FOR BIDDERS

18. REQUIRED EXPERIENCE

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

19. INCREASE OR DECREASE OF QUANTITIES: ELIMINATION OF ITEMS

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

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

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

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

20. BREAKDOWN COST OF LUMP SUM ITEMS AND CONTRACTS

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

INFORMATION FOR BIDDERS

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

21. ENGINEERING CHARGES

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

22. ESTIMATES AND PAYMENTS

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

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

INFORMATION FOR BIDDERS

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

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

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

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

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

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

INFORMATION FOR BIDDERS

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

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

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

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

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

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

A. Substantial Completion Payment

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

INFORMATION FOR BIDDERS

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

B. Final Payment

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

INFORMATION FOR BIDDERS

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

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

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

23. PAYMENTS TO SUBCONTRACTORS AND MATERIALMEN BY CONTRACTOR

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

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

INFORMATION FOR BIDDERS

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

24. TIME OF STARTING

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

25. SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION AND DEMOLITION WORK

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

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

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

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

The West Nile Mosquito control program:

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

INFORMATION FOR BIDDERS

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

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

26. ACCIDENT PREVENTION AND FIRST AID FACILITIES

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

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

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

27. FIRE PREVENTION AND CONTROL

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

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

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

INFORMATION FOR BIDDERS

28. STATE AND LOCAL SALES TAX EXEMPTION

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

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

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

29. APPRENTICES

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

30. AFFIRMATIVE ACTION PROVISION

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

31. AFFIRMATIVE ACTION PROGRAM REQUIREMENT

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

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

INFORMATION FOR BIDDERS

32. AUTHORITY TO DO BUSINESS IN NEW YORK

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

33. LICENSE REQUIREMENTS (ELECTRICAL)

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

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

- B. Contract with separate bids:

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

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

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

- C. Contract with single bid:

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

INFORMATION FOR BIDDERS

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

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

34. LICENSE REQUIREMENTS (PLUMBING)

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

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

- B. Contract with separate bids:

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

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

INFORMATION FOR BIDDERS

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

C. Contract with single bid:

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

- D. A plumbing bidder must complete the "Certificate of License (Plumbing)" of the Proposal Pages and will be required to furnish a copy of such license and the County issued identity badge with the sealed Bid. Other bidders will be required to furnish a copy of such license and the County issued identity badge for the applicable person engaged to perform the plumbing work when request by the County, prior to awarding the contract.
- E. A restricted Master Plumber's license issued by the Westchester County Board of Plumbing Examiners shall satisfy the requirements of this section provided such restricted license authorizes the Master Plumber to engage in the business of plumbing within the local municipality in which the work under the contract is to be performed.
- F. The license must be maintained at all times during the performance of the work contemplated under the contract. The suspension, revocation or the failure to maintain or renew such license shall, in addition to any other right or remedy available to the County, be grounds for immediate termination of the contract, effective immediately upon notice from the Commissioner.

35. LICENSE REQUIREMENTS (HAULERS)

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

A. DEFINITIONS:

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

INFORMATION FOR BIDDERS

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

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

INFORMATION FOR BIDDERS

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

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

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

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

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

INFORMATION FOR BIDDERS

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

36. MINORITY PARTICIPATION POLICY

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

INFORMATION FOR BIDDERS

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

INFORMATION FOR BIDDERS

amount therefore.

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

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

37. SEXUAL HARASSMENT POLICY

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

INFORMATION FOR BIDDERS

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

38. SMOKE-FREE WORKPLACE POLICY

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

39. COUNTY ENERGY EFFICIENT PURCHASING POLICY

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

40. RESTRICTION ON USE OF TROPICAL HARDWOODS

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

INFORMATION FOR BIDDERS

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

41. DISCLOSURE OF RELATIONSHIPS TO COUNTY

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

42. CONTRACTOR DISCLOSURE STATEMENT

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

43. CRIMINAL BACKGROUND INFORMATION

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

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

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

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

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

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

INFORMATION FOR BIDDERS

(c) A refusal to answer such questions.

Where the following criteria apply:

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

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

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

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

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

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

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

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

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

INFORMATION FOR BIDDERS

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

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

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

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

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

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

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

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

44. MANDATORY OSHA CONSTRUCTION SAFETY AND HEALTH TRAINING

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

INFORMATION FOR BIDDERS

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



3. GENERAL CLAUSES

DEPARTMENT OF PUBLIC WORKS

Division of Engineering

GENERAL CLAUSES

1. MATERIAL AND WORKMANSHIP

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

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

2. DEFINITIONS

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

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

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

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

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

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

GENERAL CLAUSES

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

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

OWNER - The County of Westchester.

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

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

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

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

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

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

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

N.E.C. - National Electrical Code

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

3. BOUNDARIES OF WORK

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

4. OVERLAPPING WORK

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

GENERAL CLAUSES

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

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

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

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

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

GENERAL CLAUSES

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

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

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

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

5. PROPER METHOD OF WORK AND PROPER MATERIALS

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

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

GENERAL CLAUSES

6. CONTROL OF AREA

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

7. PERMITS, FEES, ETC.

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

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

8. TRAFFIC

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

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

9. INSPECTION

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

10. STOPPING WORK

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

GENERAL CLAUSES

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

11. DIMENSIONS

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

12. PAYMENTS TO COUNTY

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

13. PROTECTION OF UTILITIES AND STRUCTURES

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

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

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

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

14. PROTECTION OF WATER RESOURCES & THE ENVIRONMENT

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

GENERAL CLAUSES

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

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

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

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

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

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

GENERAL CLAUSES

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

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

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

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

15. SANITARY REGULATIONS

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

16. CLEANING UP

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

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

17. PREVENTION OF DUST HAZARD

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

GENERAL CLAUSES

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

18. REPRESENTATIVE ALWAYS PRESENT

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

19. WORK IN BAD WEATHER

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

20. PROTECTION OF WORK UNTIL COMPLETION

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

21. REMOVAL OF TEMPORARY STRUCTURES AND CLEANING UP

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

22. GROSS LOADS HAULED ON HIGHWAY

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

23. CONCRETE BATCH PROPORTIONS - YIELD

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

GENERAL CLAUSES

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

24. DAMAGE DUE TO CONTRACTOR'S OPERATIONS

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

25. PROPERTY DAMAGE

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

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

26. CLAIMS FOR DAMAGES

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

GENERAL CLAUSES

27. EXTENSIONS OF TIME

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

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

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

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

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

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

GENERAL CLAUSES

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

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

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

28. REQUEST FOR APPROVAL OF EQUAL

A. GENERAL REQUIREMENTS

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

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

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

B. REVIEW PROCESS

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

GENERAL CLAUSES

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

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

GENERAL CLAUSES

changed design to the County.

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

GENERAL CLAUSES

other Contractor. Availability of spare parts shall be assured for the useful life of the Project.

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

29. SUBSTITUTION

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

GENERAL CLAUSES

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

GENERAL CLAUSES

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

GENERAL CLAUSES

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

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

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

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

GENERAL CLAUSES

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

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

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

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

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

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

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

GENERAL CLAUSES

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

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

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

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

31. DISPUTED WORK - NOTICE OF CLAIMS FOR DAMAGES

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

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

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

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

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

GENERAL CLAUSES

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

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

32. CONTRACTOR'S SUBCONTRACTS AND MATERIAL LISTS

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

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

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

GENERAL CLAUSES

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

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

33. ASSIGNMENT OF CONTRACT

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

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

34. PAYMENT FOR GENERAL PROVISIONS

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

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

35. COSTS INCURRED BY COUNTY

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

GENERAL CLAUSES

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

36. GUARANTEE OF WORK

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

37. SEPARATE CONTRACTS

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

GENERAL CLAUSES

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

38. COOPERATION WITH OWNER

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

39. JOB MEETINGS & PROJECT SUPERINTENDANT

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

GENERAL CLAUSES

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

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

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

40. PATENT WARRANTY

- A. Contractor expressly represents, warrants and agrees that he has the legal right to furnish and install and to authorize the County to purchase and use the equipment hereby offered and each and every one of its several parts and every feature thereof, under one or the other, or partly under one and partly under the other of the following representations.
- 1) That the Contractor possesses a valid patent(s) covering the equipment to be furnished hereunder or part or features thereof or has or will obtain permit(s) and license(s) authorizing the Contractor to furnish and install same and to authorize the purchase and use thereof by the County.
 - 2) The Contractor is responsible before ordering material, equipment, parts, systems, etc, to verify that the suppliers of all such material, equipment, parts, systems, etc, will supply the required warranty, guarantee, O & P manual, and maintenance service schedule.
 - 3) That the equipment offered or certain parts or features thereof are not covered by any valid patent(s) within the knowledge of the Contractor.
- B. Contractor further warrants and agrees that if any patent(s) is hereafter issued to any person whatsoever with respect to the equipment or any part or features thereof, to be furnished and installed hereunder, the Contractor will obtain such permit(s) or license(s) from the Patentee as may be necessary to authorize the use of the equipment by the County.
- C. Contractor further represents, warrants and agrees that he and its sureties shall hold themselves responsible for and defend any claims made against the County for any infringement of patents due to the purchase and use by the County of said equipment or any part or feature thereof; that they will indemnify and save harmless the County from all costs, expenses and damages which it shall be obliged to pay by reason of any such infringement of patent(s); that in case the use of any such equipment is enjoined, they will bear the expenses of removing same and replacing same with equipment which will satisfactorily perform the function without constituting an infringement of any patent(s); and in case the use of any equipment shall be enjoined, that they shall pay to the County the sum of \$1,000.00 per day, as liquidated damages, for each and every day during which the County shall be enjoined from using the same up to the day on which such

GENERAL CLAUSES

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

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

41. MATERIALS

A. Quality

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

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

GENERAL CLAUSES

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

B. Delivery, Storage and Handling:

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

GENERAL CLAUSES

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

C. Federal Regulations

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

D. Name Plates

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

E. Manufacturer's Certification

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

F. Samples

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

GENERAL CLAUSES

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

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

G. Dissimilar Materials

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

42. STANDARD OF QUALITY

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

43. PROPRIETARY ITEM

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

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

GENERAL CLAUSES

44. SHOP DRAWINGS

A. Shop Drawing Schedule

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

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

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

GENERAL CLAUSES

- i. Sample of schedule follows on next page.

B. Shop Drawing Requirements

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

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

- 2) All detailing for structural components shall be done in accordance with the provisions for design and workmanship in the latest additions of the publications listed below except as may be modified in the Contract Documents:

- a. "Manual of Steel Construction" of the American Institute of Steel Construction.
- b. "Building Code Requirements for Reinforced Concrete" and "Manual of Standard Practice for Detailing Reinforced Concrete Structures" of American Concrete Institute.

- 3) Detailing practices for other components shall be done to conform to the best trade practices.

- 4) Contractor Responsibilities

- a. Before submitting Shop Drawings to the Engineer all submittals from its Subcontractors, manufacturers or suppliers shall be sent directly to the Contractor for preliminary review, coordination and checking.

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

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

GENERAL CLAUSES

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

GENERAL CLAUSES

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

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

GENERAL CLAUSES

c. One copy of the reviewed submittals will be returned to the Contractor. It is the Contractor's responsibility to provide copies to:

- Its Subcontractors.
- Its Materialmen and Suppliers.

unless notified otherwise in writing by the Engineer.

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

45. SEQUENCE OF CONSTRUCTION OPERATIONS

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

GENERAL CLAUSES

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

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

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

GENERAL CLAUSES

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

46. PROTECTION

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

47. CLEANUP AND REMOVAL OF DEBRIS

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

48. TEMPORARY SERVICE

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

GENERAL CLAUSES

49. OPERATING TESTS

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

50. OPERATING INSTRUCTIONS AND PARTS LISTS

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

51. CUTTING AND PATCHING

Contract with Single Bid:

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

GENERAL CLAUSES

borne by the Contractor.

Contract with Separate Bids:

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

GENERAL CLAUSES

52. CONFLICTS AMONG CONTRACT DOCUMENTS

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

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

53. RECORD DRAWINGS

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

GENERAL CLAUSES

54. TIME

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

55. ACCELERATION OF THE WORK

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

56. ULTRA LOW SULFUR DIESEL FUEL

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

GENERAL CLAUSES

technology² in accordance with the following schedule:

- a) effective September 1, 2007 - 35% of all such motor vehicles used on this project;
- b) effective September 1, 2008 - 65% of all such motor vehicles used on this project;
- c) effective September 1, 2009 - 100% of all such motor vehicles used on this project.

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

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

GENERAL CLAUSES

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

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

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

57. QUALIFIED TRANSPORTATION FRINGE PROGRAM

EXECUTIVE ORDER NO. 7-2005

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

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

58. USE OF FLUORESCENT LIGHT BULBS & ENERGY EFFICIENT BULBS

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

59. COUNTY OF WESTCHESTER PHOSPHORUS-FREE LAWN FERTILIZER POLICY

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

EXECUTIVE ORDER NO.8 OF 2007

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

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

GENERAL CLAUSES

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

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

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

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

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

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

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

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

GENERAL CLAUSES

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

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

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

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

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

GENERAL CLAUSES

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

COUNTY OF WESTCHESTER PHOSPHORUS- FREE LAWN FERTILIZER POLICY

I. Definitions:

- (1) "Certified laboratory" means any laboratory certified by the New York State Department of Health pursuant to section five hundred two of the New York State Public Health Law to conduct soil analysis.
- (2) "Commercial fertilizer" means any substances containing one or more recognized plant nutrients which is used for its plant nutrient content, and which is designed for use or claimed to have value in promoting plant growth, except unmanipulated animal or vegetable manures, agricultural liming material, wood ashes, gypsum and other products exempted by regulation of the New York State Commissioner of Agriculture and Markets.
- (3) "Lawn fertilizer" means a commercial fertilizer distributed primarily for non-farm use, such as lawns, shrubbery, flowers, golf courses, municipal parks, cemeteries, greenhouses and nurseries, and such other use as the commissioner may define by regulation. Lawn fertilizer does not include fertilizer products intended primarily for garden and indoor plant application.

II. Use and Application of Lawn Fertilizer:

- (1) Any lawn fertilizer that is labeled as containing more than 0% phosphorus or other compound containing phosphorus, such as phosphate, shall not be applied upon any County-owned property, except as provided in section III. Of this Executive Order.
- (2) No lawn fertilizer shall be applied upon County-owned property when the ground is frozen.
- (3) Lawn fertilizer shall not be applied to any impervious surface upon County-owned property, including parking lots, roadways, and sidewalks. If such application occurs, the fertilizer must be immediately contained and either applied to turf in a manner consistent with this Executive Order or placed in an appropriate container.

III. Exemptions:

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

GENERAL CLAUSES

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

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

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

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

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



SAMPLE FORMS

DEPARTMENT OF PUBLIC WORKS

Division of Engineering

SAMPLE FORMS

AFFIRMATIVE ACTION PROGRAM REQUIREMENT- SUBCONTRACTOR(S)

County of Westchester, Department of Public Works

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

Affirmative Action Program

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

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

If Yes, give name of Program: _____

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

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

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

SAMPLE FORMS

CONTRACTOR'S REPORT OF EMPLOYMENT AND WEEKLY AFFIDAVIT

County of Westchester, Department of Public Works

Contract No. _____

Report No. _____

Week(s) ending _____

Title of Contract and Location _____

Contractor or Subcontractor _____

Address _____

STATE OF _____)
COUNTY OF _____) SS.:

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

1. I pay or supervise the payment of the persons employed by _____
(Contractor or Subcontractor)
in connection with the above referenced contract;

2. During the payment period commencing on the ____ day of _____,
20____ and ending on the _____ day of _____, 20____, all persons employed by
_____ in connection with such contract have been paid in full
(Contractor or Subcontractor)
weekly wages and supplements earned by such persons except the following: (strikeout, if not
applicable)

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

SAMPLE FORMS

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

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

_____ During the week _____ Total to date

Number of names on payroll _____

Hours worked _____

Total wages earned _____

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

(Signature)

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

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

Sworn to before me
this _____ day of _____

License No.

Notary Public - State of New York

SAMPLE FORMS

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

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

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

SHOP DRAWING SCHEDULE
County of Westchester, Department of Public Works

Forms Page 5

SAMPLE FORMS

SHOP DRAWING ID

County of Westchester, Department of Public Works

WESTCHESTER COUNTY DRAWING _____ OF _____

NAME OF PROJECT

Date _____

Contract No. _____

Item/Model No. _____

Manufacturer _____

Contract Drawing No. _____

Specification Section _____

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

Contractor _____

Signed _____

REQUEST FOR APPROVAL OF EQUAL
County of Westchester, Department of Public Works

[illegible]

Forms Page 7

County of Westchester, Department of Public Works

Attach a separate sheet here if more space is required.

SAMPLE FORMS

CONTRACTOR'S ULTRA LOW SULFUR DIESEL FUEL AFFIDAVIT

County of Westchester, Department of Public Works

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

Title of Contract and Location _____

Contractor _____

Address _____

Subcontractor _____

Address _____

STATE OF _____) ss.:
COUNTY OF _____)

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

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

(Signature)

STATE OF _____) ss.:
COUNTY OF _____)

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

Sworn to before me this

_____ day of _____, 20__.

Notary Public

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

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

SAMPLE FORMS

ULTRA LOW SULFUR DIESEL FUEL (15 ppm Sulfur Maximum) – LOG

Period of Log: _____ through _____

Contract No. _____

Title of Contract and Location _____

Contractor or Subcontractor _____

Address _____

Date of Purchase	Name and Address of Vendor (Print)	Gallons Purchased

A Separate Copy of this Certification will also have to be signed by each of your subcontractors that utilize diesel powered vehicles, fifty horsepower or greater, on the above project. Additional copies of this form can be acquired from the Department of Public Works.

- ☐ New
☐ Change
☐ No Change

**Electronic Funds Transfer (EFT)
Vendor Direct Payment Authorization Form**

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

Section I - Vendor Information

1. Vendor Name:

2. Taxpayer ID Number or Social Security Number:

--	--	--	--	--	--	--	--	--	--

3. Vendor Primary Address

4. Contact Person Name:

Contact Person Telephone Number:

5. Vendor E-Mail Addresses for Remittance Notification:

6. Vendor Certification: *I have read and understand the Vendor Direct Payment Program and hereby authorize payments to be received by electronic funds transfer into the bank that I designate in Section II. I further understand that in the event that an erroneous electronic payment is sent, Westchester County reserves the right to reverse the electronic payment. In the event that a reversal cannot be implemented, Westchester County will utilize any other lawful means to retrieve payments to which the payee was not entitled.*

Authorized Signature_____
Print Name/Title_____
Date**Section II- Financial Institution Information**

7. Bank Name:

8. Bank Address:

9. Routing Transit Number:

--	--	--	--	--	--	--	--	--	--

10. Account Type:
(check one)☐ Checking☐ Savings

11. Bank Account Number:

12. Bank Account Title:

13. Bank Contact Person Name:

Telephone Number:

14. FINANCIAL INSTITUTION CERTIFICATION (required **ONLY** if directing funds into a Savings Account **OR** if a voided check is not attached to this form): *I certify that the account number and type of account is maintained in the name of the vendor named above. As a representative of the named financial Institution, I certify that this financial Institution is ACH capable and agrees to receive and deposit payments to the account shown.*

Authorized Signature_____
Print Name / Title_____
Date

**(Leave Blank - to be completed by
Westchester County) - Vendor number assigned**

(WC DPW E Version 11/3/08)

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Forms Page 11

Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

GENERAL INSTRUCTIONS

Please complete both sections of the Vendor Direct Payment Authorization Form and forward the completed form (along with a voided check for the account to which you want your payments credited) to: Westchester County Board of Acquisition and Contract, 148 Martine Ave, Room 104, White Plains, NY 10601, Attention: Vendor Direct. Please see item 14 below regarding attachment of a voided check.

Section I - VENDOR INFORMATION

1. Provide the name of the vendor as it appears on the W-9 form.
2. Enter the vendor's Taxpayer ID number or Social Security Number as it appears on the W-9 form.
3. Enter the vendor's complete primary address (not a P.O. Box).
4. Provide the name and telephone number of the vendor's contact person.
5. Enter the business e-mail address for the remittance notification. THIS IS VERY IMPORTANT. This is the e-mail address that we will use to send you notification and remittance information two days prior to the payment being credited to your bank account. We suggest that you provide a group mailbox (if applicable) for your e-mail address. You may also designate multiple e-mail addresses.
6. Please have an authorized Payee/Company official sign and date the form and include his/her title.

Section II - FINANCIAL INSTITUTION INFORMATION

7. Provide bank's name.
8. Provide the complete address of your bank.
9. Enter your bank's 9 digit routing transit number.
10. Indicate the type of account (check one box only).
11. Enter the vendor's bank account number.
12. Enter the title of the vendor's account.
13. Provide the name and telephone number of your bank contact person.
14. If you are directing your payments to a Savings Account OR you can not attach a voided check for your checking account, this line needs to be completed and signed by an authorized bank official. IF YOU DO ATTACH A VOIDED CHECK FOR A CHECKING ACCOUNT, YOU MAY LEAVE THIS LINE BLANK.



SAMPLE CONTRACT AND BOND
FOR CONSTRUCTION

DEPARTMENT OF PUBLIC WORKS

Division of Engineering

WESTCHESTERGOV . COM

**DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE COMMISSIONER**

CONTRACT AND BOND

FOR CONTRACT

NOTE: ONLY PROVIDED AS A SAMPLE IN THESE SPECIFICATIONS FOR INFORMATIONAL PURPOSES AND NOT TO BE EXECUTED WHEN SUBMITTING THE BID PROPOSAL. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO EXECUTE THESE DOCUMENTS, AS MORE FULLY DESCRIBED IN THE PROPOSAL REQUIREMENTS.

CONTRACT NO.:

Amount of Contract: \$

THIS AGREEMENT made this **th** day of , **2022**, by and between the **COUNTY OF WESTCHESTER**, a municipal corporation of the State of New York, hereinafter, "County", and

hereinafter called the "Contractor", WITNESSETH as follows:

WHEREAS, the Commissioner of Public Works and Transportation, hereinafter called "Commissioner", by virtue of the power and authority in him vested did advertise for proposals and bids for:

Westchester County, New York, to furnish all labor, tools, implements and materials that may be requisite and necessary to the execution and completion of the work according to the plans, specifications, profiles and other drawings relating to such work, as approved by the County of Westchester and now on file in the Office of the Commissioner, and

WHEREAS, the Contractor did bid for said work in the manner and form as required by said plans and specifications and, being the lowest responsible bidder therefore, was duly awarded the Contract for such work at prices named in the itemized proposal by a resolution of the Board of Acquisition and Contract of the said County of Westchester.

NOW THEREFORE, the Contractor, in consideration of the prices so named for the various items of work to be paid for as hereinafter provided, does for itself, its representatives, agents, executors, administrators, successors or assigns, covenant and agree with the County that it, the said Contractor, shall and will at its own proper costs and charges and in conformity with said plans and specifications which are made a part of this Contract without setting forth same herein, provide all manner and kind of materials, molds, models, cartage, appliances and appurtenances required and of every description necessary for the due and proper performance of this Contract and the completion of said work to be done under the supervision and direction of the Commissioner, in a good workmanlike manner and in conformity with said plans and specifications without any alteration, deviation, additions, or omissions therefrom except upon due request and under the written direction of said Commissioner.

The Contractor acknowledges receipt of the "Information for Bidders, General and Special Clauses, Specification, Proposal and Plans" relating to this Contract, as well as all issued Addenda thereto, all of which are expressly incorporated in this Contract as if fully set forth herein.

IT IS FURTHER UNDERSTOOD AND AGREED by and between the parties to this Contract that if in the opinion of the said Commissioner of the County of Westchester it shall become necessary to make any change in the work called by the plans and specifications which are a part of this Contract, whereby, consistent with the Information for Bidders, the work contemplated by said plans and specifications is modified and reduced and the costs and expenses of such work lessened, that then and in that event the Contractor will do the work as changed and modified and the said Commissioner shall estimate the difference between the original estimate of quantities therefor and the amount that should be paid by reason of the modification and change and the difference shall be deducted from the original estimate of quantities therefore of said Contract and said Contractor shall be paid accordingly. The estimate of said Commissioner shall be final and conclusive upon the parties hereto and may not be challenged except in a proceeding commenced pursuant to Article 78 of the Civil Practice Law and Rules. Any changes, modifications or deductions shall in no way invalidate this Contract and said Contractor agrees that in the event of any such change or modification reducing the original, estimated quantities therefore, it will not make any claim for any profit, or loss of profit by reason thereof. Notwithstanding any dispute or disagreement arising hereunder, Contractor agrees that the Work shall not be delayed nor disrupted by reason thereof.

The County hereby covenants and agrees with the said Contractor, in consideration of the covenants and agreements herein being strictly and in all respects complied with by the said Contractor as specified, that it will well and truly pay unto the said Contractor the unit prices set forth in the Proposal for the various items included in the Contract.

All partial payments will be made in accordance with the provisions set forth in the "Information for Bidders" and especially that part thereof which relates to "Estimates and Payments".

Furthermore, all partial payments will be made on the claim voucher and verified certificate of the Commissioner, both of which shall be filed in the Office of the Commissioner of Finance of the County of Westchester. The said claim voucher shall show the value of the work completed and the verified certificate shall show the said work was done in accordance with the plans and specifications.

With the final estimate the Contractor shall furnish to the Construction Administrator a sworn statement listing all unpaid bills and liabilities incurred under this Contract up to and including the date of the estimate. Where there are any bills or liabilities in excess of moneys due under any estimate under this Contract, the Construction Administrator may withhold payment of the estimate pending a satisfactory proof of settlement or adjustment of any excess claims. No final estimate will be approved or passed for payment unless and until the Contractor furnishes satisfactory proof that all bills and liabilities incurred under the Contract are paid in full and complies with the requirements of Section 220-a of the Labor Law.

Acceptance shall be effected as follows: whenever, in the opinion of the Commissioner, the Contractor shall have completely performed the Contract on his part to be performed, the Commissioner shall so certify in writing to the Board of Acquisition and Contract of the County and file such certificate with the said Board, stating therein, in substance that the work has been duly examined by him and that the same has been fully performed and completed in accordance with the terms of the Contract therefor, and recommending the acceptance thereof. When the Board of Acquisition and Contract by resolution duly adopts, approves and ratifies, the said acceptance shall be complete. No final payment shall be made under this Contract until such certificate of completion and recommendation of acceptance have been approved and ratified by a resolution of said Board of Acquisition and Contract.

Unless otherwise provided for in the contract documents, the Commissioner may take over, use, occupy or operate any part of the Work at any time prior to Final Acceptance upon written notification to the Contractor. The Engineer shall inspect the part of the Work to be taken over, used, occupied or operated, and will furnish the Contractor with a written statement of the Work, if any, that remains to be performed on such part. The Contractor shall not object to, nor interfere with, the Commissioner's decision to exercise the rights granted herein. In the event the Commissioner takes over, uses, occupies or operates any part of the work: (i) the Commissioner shall issue a written determination of Substantial Completion with respect to such part of the Work; and (ii) the Contractor shall be relieved of its absolute obligation to protect such part of the unfinished work in accordance with Article 19 of the General Clauses.

The Commissioner will approve a final estimate for final payment consistent with the authorization of final acceptance from the Board of Acquisition and Contract less previous payments and any and all deductions authorized to be made by the Commissioner under the Contract or law. Payment pursuant to such final estimate less any additional deductions authorized to be made by the Commissioner of Finance under the Contract or law shall constitute the final payment and shall be made by the Commissioner of Finance. If the contract is terminated prior to final acceptance the Commissioner is authorized to prepare a final payment as otherwise authorized by the Board of Acquisition and Contract subject to the above noted adjustments.

Upon the completion and acceptance of this Contract by the Board of Acquisition and Contract, as aforesaid, the Commissioner shall proceed with all reasonable diligence to ascertain from actual measurements the whole amount of work done by the Contractor, and also the value of such work under and according to the terms of this Contract, and thereupon make out in writing a final estimate therefor.

After the completion and acceptance as herein above-mentioned, the Commissioner of Public Works and Transportation shall file with the Commissioner of Finance of the County of Westchester the original verified certificate, claim voucher and the certification required by Section 220-a of the Labor Law, together with a certified copy of the resolution of approval and ratification of the Board of Acquisition and Contract of the said verified certificate and claim voucher and the resolution of acceptance of completion.

IT IS FURTHER UNDERSTOOD AND AGREED by and between the parties to this Contract that the Contractor will accept the unit prices named in the proposal for all additions to or deductions from the original quantities as given in the specifications. It is agreed that the Commissioner will make estimates of the value for the work completed as provided in the specifications and the final estimate will be made accordingly.

The Contractor further agrees that if at any time before or within thirty days after the whole of the work herein agreed to be performed has been completed and accepted any person or persons claiming to have performed any labor or furnished any material towards the performance and completion of this contract shall file with the proper officials any such notice as is described in the Lien Law, or any other act of the Legislature of the State of New York, the Contractor shall cause such Lien to be discharged of record. Otherwise and in every case and until the Lien is discharge of record the County shall retain, anything herein to the contrary notwithstanding, from the moneys under its control and due or to grow due under this Contract the sum of one hundred fifty (150%) percent of the amount of such Lien, unless otherwise authorized to withhold a larger amount. The Contractor further agrees to pay the County upon demand the costs, including but not limited to attorney's fees, incurred by the County in any action(s) brought to foreclose or otherwise enforce said Lien.

The term of this Agreement shall commence on **August 25, 2022** and shall terminate on **August 20, 2025**. It is recognized and understood by the parties that the above Agreement termination date is solely for accounting purposes to allow for final closeout of this Agreement. Accordingly, the Contractor covenants and agrees to commence the work embraced in this Agreement on the Agreement commencement date and to complete said work in all respects on or before the work completion date set forth the General Requirements section of this Agreement.

It is further understood and agreed by the parties hereto that the time of completion is of the essence of this Contract.

It is further understood and agreed by the Contractor that before entering upon the performance of this Contract it shall have approved by the County Attorney the Bond required to be furnished by it in the sum of --- **FOUR MILLION ONE HUNDRED FIFTY THOUSAND NINE HUNDRED DOLLARS-00/100--- [\$4,150,900.00]**-conditioned for the faithful performance of the work.

It is further understood and agreed by the Contractor that, in addition to, and not in limitation of the insurance requirements contained in Schedule "A" entitled "Standard Insurance Provisions", attached hereto and made a part hereof, the Contractor agrees:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the sole negligence of the County, the Contractor shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the acts or omissions hereunder by the Contractor or third parties under the direction or control of the Contractor; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

(c) In the event the Contractor does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Contractor shall reimburse the County's reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

The Contractor hereby covenants and agrees to observe the plans, specifications and directions of the Commissioner in the doing of the work provided for under this Contract and to furnish the necessary materials and implements required therefore and to remove condemned material and rubbish as provided by plans and specifications and to employ a competent and sufficient force of workmen to complete the work of this improvement within the time specified. Should the Contractor at any time become insolvent, make an assignment for the benefit of creditors, abandon the Work, reduce its working force to a number which, if maintained, would be insufficient, in the sole opinion of the Commissioner, to complete the Work in accordance with the approved progress schedule; sublet, assign or otherwise dispose of this Contract other than as permitted elsewhere herein, refuse or neglect to supply a sufficiency of properly skilled workmen, or of material of the proper quantity or fail in any respect to prosecute the work with promptness and diligence, or fail in any other way in the performance of any of the agreements herein contained; all the foregoing being deemed acts of default, and such default being certified by the Commissioner, the County of Westchester, acting by the Board of Acquisition and Contract, shall be at liberty after five days written notice to the Contractor to provide any such labor or materials, use any and all sums due or to become due to the Contractor under this Contract, to pay for such labor and material, and if the Commissioner shall certify that such default is sufficient ground for such action, the County of Westchester acting by the Board of Acquisition and Contract, shall also be at liberty to terminate the employment of the Contractor for the said work and to enter upon the premises and take possession for the purpose of completing the work included under this Contract of all materials, tools and appliances thereon and to employ any other person or persons to finish the work and provide the materials therefore. Upon the Contractor's receipt of a notice from the County the Contractor shall immediately discontinue all further operations under this Contract. In case of such termination, the Contractor shall not be entitled to receive any further payment under this Contract until the said work shall be wholly finished, at which time if the unpaid balance of the amount to be paid under this Contract shall exceed the reasonable value of the work performed and the material furnished or the total costs therefor, whichever is greater, in finishing the work, such excess shall be paid by the County of Westchester to the Contractor, but if such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the County.

The expense incurred by the County and the total costs as herein provided either for furnishing materials or for finishing the work and any damage incurred through such default shall be certified by the Commissioner whose certificate thereof shall be final and conclusive

upon the parties and may not be challenged except in a proceeding commenced pursuant to Article 78 of the Civil Practice Law and Rules.

In case the County shall declare the Contractor in default as to a part of the work only, the Contractor shall immediately discontinue such part, shall continue performing the remainder of the Work in strict conformity with the terms of the Contract.

In completing the whole or any part of the Work under the provisions of this Contract, the Commissioner shall have the power to depart from or change or vary the terms and provisions of this Contract. Such departure, change or variation, even to the extent of accepting a lesser or different performance, shall not affect the conclusiveness of the Commissioner's certification of the cost of completion referred to above, nor shall it constitute a defense to an action to recover the amount by which such certificate exceeds the amount which would have been payable to the Contractor hereunder but for his default or partial default.

In addition to termination as provided for above, the County may terminate this Contract for the convenience of the County by written notice to the Contractor from the Commissioner. In such event and upon receipt of such notice the Contractor shall stop work on the date specified in the notice; take such actions as may be necessary to protect and preserve the County's materials and property; cancel all cancelable orders for material and equipment; assign to the County and deliver to the jobsite or any other location designated by the Commissioner any non-cancelable orders for material and equipment that is not capable of use except in the performance of this Contract and which has been specifically fabricated for the sole purpose of this Contract and not incorporated in the Work; and take no action that will increase the amounts payable by the County under this Contract.

In the event the contract is cancelled for the convenience of the County the following provisions shall apply:

(a) For Work completed prior to the notice of termination, the Contractor shall be paid the fair and reasonable value of its work determined by the pro rata portion of the lump sum bid amount based upon the percent completion of the Work as of the date of termination as determined by the Commissioner, plus work completed pursuant to approved change orders, less amounts previously paid. For purposes of determining the pro rata portion of the lump sum bid amount to which the Contractor is entitled, the Contractor's approved bid breakdown pursuant to Article 21 of the Information for Bidders shall be considered but shall not be dispositive as to the fair and reasonable value.

(b) For non-cancelable material and equipment that is not capable of use except in the performance of this Contract and which has been specifically fabricated for the sole purpose of this Contract, but not yet incorporated in the Work, the Contractor shall be paid the fair and reasonable value thereof as determined by the Commissioner, but not more than the Contractor's cost for such material and equipment, plus an additional sum of two (2%) percent of such fair and reasonable value.

(c) In the event the County terminates a lump sum Contract for convenience within thirty (30) days after the Contractor has received the Notice of Award from the County, the Contractor shall be paid one (1%) percent of the difference between the total lump sum bid amount and the total of all payments made prior to the notice of termination plus all payments allowed pursuant to (a) and (b).

(d) On all unit price Contracts, or on unit price items in a Contract, the County will pay the Contractor the sum of (e) and (f) below, less all payments previously made pursuant to this Contract:

(e) For all completed units, the unit price stated in the Contract, and

(f) For units that have been ordered but are only partially completed, the Contractor will be paid (i) a pro rata portion of the unit price as stated in the Contract based upon the percent completion of the unit as determined by the Commissioner and (ii) for non-cancelable material and equipment, payment will be made pursuant to (b), above.

(g) The Commissioner's determination(s) hereunder shall be final, binding and conclusive and subject to review only pursuant to Article 78 of the New York Civil Practice Law and Rules.

(h) The County shall not be liable to the Contractor for any payment or claim if the termination for convenience results in a reduction of thirty (30%) percent or less of the original contract price as bid.

On all Contracts or items in a Contract where time and material records are specified as the basis for payment of the Work, the Contractor shall be paid in accordance with Article 29 of the General Clauses, less all payments previously made pursuant to this Contract.

In no event shall any payments made pursuant to a termination for convenience exceed the Contract price for such items, either individually or collectively.

All payments made pursuant to a termination for convenience shall be in the nature of liquidated damages and shall be accepted by the Contractor in full satisfaction of all claims against the County.

The County may deduct or set off against any sums due and payable arising from a termination for convenience, any claims it may have against the Contractor.

In the event the County terminates the Contractor for default and it is subsequently determined that the Contractor was not in default, said termination shall automatically be converted for all purposes into a termination for convenience.

It is further understood and agreed between the parties hereto that no certificate given or payment made under this Contract, except the final certificate or final payment shall be conclusive evidence of the performance of this Contract either wholly or in part and that no payment shall be construed to be an acceptance of defective work or improper materials. If the Contractor shall fail to replace any defective work or materials, the County may cause such defective materials to be removed and defective work to be replaced and the expense thereof shall be deducted from the amount to be paid the Contractor.

Anything to the contrary in the preceding paragraph notwithstanding, the Contractor is responsible for the repair of defects in materials and workmanship for a period of one year from the date of final acceptance of the work by the Board of Acquisition and Contract, unless a longer term is specified in the specifications.

The Contractor further agrees not to assign, transfer, convey, sublet or otherwise dispose of this Contract, or its right, title or interest in or to the same, or any part hereof without the previous consent in writing of the Board of Acquisition and Contract of the County. Before a Subcontractor shall proceed with any work, the Commissioner must first recommend and the Board of Acquisition and Contract must approve the use of the Subcontractor on this Contract. If a Subcontractor is not approved it may not work on this Contract. The Contractor specifically waives any claim due to the failure or refusal of the Commissioner or the Board of Acquisition and Contract to approve said Subcontractor.

The Contractor agrees to hold himself responsible for any claims made against the County for any infringement of patents by the use of patented articles in the construction and completion of the work or any process connected with the work agreed to be performed under this Contract or of any material used upon the said work, and shall indemnify and save harmless the County for the costs, expenses and damages which the County may be obligated to pay by reason of any infringement of patents used in the construction and completion of the work.

The parties hereto agree that no laborer, workman or mechanic in the employ of the Contractor, Subcontractor or other person doing or contracting to do the whole or part of the work contemplated by the Contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property. No such person shall be so employed more than eight hours in any day or more than five days in any one week except in such emergency. Time lost in any week because of inclement weather by employees engaged in the construction, reconstruction and maintenance of highways outside of the limits of cities and villages may be made up during that week and/or the succeeding three weeks.

The Contractor further agrees to erect and maintain during construction all necessary guards, rails and signals to prevent accidents to persons, vehicles or to the adjoining property and also agrees to use all necessary precautions in blasting and that he will indemnify and save the County of Westchester harmless from all suits and actions of any kind and nature whatsoever from or on account of the construction of said work.

It is further understood and agreed by the parties hereto that should any dispute arise respecting the true construction, interpretation or meaning of the Contract plans, specifications or conditions herein, or the measurements for the payment thereunder, same shall be referred to and decided by the said Commissioner and his decision thereon shall be final and conclusive upon the parties thereto and may not be challenged except in a proceeding commenced pursuant to Article 78 of the Civil Practice Law and Rules. This provision shall also apply to the true value of and duly authorized extra work or any work permitted by agreement in case any work shall be ordered performed, or any work called for shall be so omitted under and upon the direction of said Commissioner.

The Contractor by the submitting of bids and execution of this Contract hereby covenants and agrees that he has examined the plans, specifications and the site work, as to local conditions, difficulties and accuracy of approximate estimate of quantities and does hereby further covenant and agree that he will not make any claim for damages by reason of any such local conditions, difficulties or variation of approximate estimate of quantities.

The Contractor represents and warrants to the County with the knowledge and expectation that this warranty will be relied upon by the County that it is not now participating and has not at any time participated, either directly or through any substantially owned or affiliated person, firm, partnership or corporation, in an international boycott in violation of the provisions of United States Export Administration Act of 1969, 50 USC 2401 et seq. or the regulations promulgated thereunder.

The Contractor further warrants and represents that it is financially solvent, and sufficiently experienced and competent to perform the work and that the facts provided by it to the County in its bid and supporting documents, and contract documents are true and correct in all respects.

This Contract shall become void and any rights of the Contractor hereunder shall be forfeited if, subsequent to the execution hereof, the Contractor is convicted of a violation of the provision of the United States Export Administration Act of 1969, 50 USC 2401 et seq. as amended or has been found upon the final determination of the United States Commerce Department or any other appropriate agency of the United States or the State of New York to have violated such act or regulations.

If the Contractor, any officer, director, or any party holding a controlling interest (defined as five (5%) percent or more, or in the case of a corporation, any stockholder owning five (5%) percent or more of the outstanding shares) is convicted of a crime (excluding Class B and Unclassified Misdemeanors as defined under the New York State Penal Law and their equivalent in any city, state or under Federal law related to the type of services or activities which are the subject matter of this Contract) or if a related or affiliated company, partnership or corporation is convicted of a crime (excluding Class B and Unclassified Misdemeanors as defined above) after this Contract is fully executed, the County shall have the right to terminate this Agreement immediately and without penalty. An "affiliated company" as used herein means any affiliate which is a partnership, corporation, proprietorship, association or other entity (i) in which a 50% or greater ownership interest (as defined below) is directly or indirectly held by the Contractor or

any of its management personnel (as defined below) or directors, (ii) which directly or indirectly holds 50% or more of the ownership interest in the Contractor, (iii) in which an aggregate 20% or greater ownership interest is directly or indirectly held by one or more shareholders (or partners or proprietors, in the case of a partnership or proprietorship) which or who in the aggregate hold a 20% or greater ownership interest in the Contractor, or (iv) which, whether by Contract or otherwise, directly or indirectly controls, is controlled by or is under common control with the Contractor. An "ownership interest" means the ownership, whether legally or beneficially, of the stock of or assets employed by a corporation, of a partnership interest in or assets employed by a partnership or of a similar interest in or assets employed by any other entity. "Management personnel" means executive officers and all other persons, whether or not officers or employees, who perform policy-making functions similar to those of executive officers.

The Contractor represents that at the time of execution of this Contract, no individual or entity, as described above, has been convicted of a crime during the five (5) year period preceding the execution of this Contract.

Pursuant to Chapter 308 of the Laws of Westchester County (Local Law 18-1997), it is the goal of the County to use its best efforts to encourage, promote and increase participation of business enterprises that are owned and controlled by persons of color or women in contracts and projects funded by the County, and to monitor such participation. The parties agree that the Contractor has completed the questionnaire contained in the bid specifications attached hereto as part of this Agreement.

The County believes it is a laudable goal to provide business opportunities to veterans who were disabled while serving our country, and wants to encourage the participation in County contracts of certified business enterprises owned and controlled by service-disabled veterans. As part of the County's program to encourage the participation of such business enterprises in County contracts, and in furtherance of Article 17-B of the New York State Executive Law, the parties agree that the Contractor has completed the questionnaire entitled Questionnaire Regarding Business Enterprises Owned and Controlled by Service-Disabled Veterans contained in the bid specifications attached hereto as part of this Agreement.

It is recognized and understood by the parties that this Contract is subject to appropriation by the Westchester County Board of Legislators. The County shall have no liability under this Contract beyond the funds, if any, that are appropriated and available for payment of the amounts due under this Contract. Notwithstanding the foregoing, the County will do all things lawfully within its power to obtain, maintain and properly request and pursue funds from which payments under this Contract may be made.

The parties hereto for themselves, their legal representatives, successors and assigns, expressly agree that any legal action or proceeding that may arise out of or relating to this Contract shall be brought and maintained only in the courts of the State of New York ("New York State Court") located in the County of Westchester. With respect to any action between the County and Contractor in New York State Court, the Contractor hereby expressly waives and relinquishes any rights it may otherwise have (i) to move to dismiss on grounds of forum *non*

conveniens; (ii) to remove to Federal Court; and (iii) to move for a change of venue to a New York State Court outside of Westchester County.

The Contractor for itself, its legal representatives, successors or assigns expressly agrees that no legal action or proceeding shall lie or be maintained against the County upon any claims based upon or arising out of this Contract unless such action or proceeding shall be commenced within six (6) months of final acceptance of the work by the Board of Acquisition and Contract, or within six (6) months after the termination of this Contract, whichever first occurs.

This Contract and its terms, covenants, obligations, conditions and provisions shall be binding upon all the parties hereto, their legal representatives, successors and assigns.

This Contract shall not be enforceable until it is signed by all parties and approved by the Office of the County Attorney.

[Intentionally Left Blank.
Signatures to Follow.]

IN WITNESS WHEREOF, the parties hereto have executed this agreement, THE COUNTY OF WESTCHESTER pursuant to law by:

_____ its Commissioner

and the **CONTRACTOR:**

BY _____ its _____
(Type or Print Name) (Type or Print Title)

THE COUNTY OF WESTCHESTER:

BY: _____
Commissioner

CONTRACTOR:

(SEAL)

ELQ INDUSTRIES, INC.

BY: _____
(Signature)

ATTEST
BY: _____
(Signature)

Recommended:

Department of Public Works and Transportation

Approved as to form and manner of execution this _____ day of _____, 2022

County Attorney

STATE OF NEW YORK)
COUNTY OF) ss:

NOTARY

STATE OF NEW YORK)
COUNTY OF) ss:

NOTARY

STATE OF NEW YORK)
COUNTY OF) ss:

NOTARY

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

STATE OF NEW YORK)
COUNTY OF) ss:

On this _____ day of _____, 2022, before me personally
came _____ to me known to be the individual who executed
the foregoing instrument, and who being duly sworn by me, did depose and say that he/she is
(are) _____ of _____
(Member/Manager) (Limited Liability Company)

a Limited Liability Company, and that he/she has authority to sign the same, and acknowledge
that he/she executed the same as the act and deed of said Limited Liability Company.

(Signature)

Sworn to before me this _____ day
of _____, 2022

Notary

**CERTIFICATE OF AUTHORITY
(CORPORATION)**

I, _____
(Officer OTHER THAN officer signing contract)

certify that I am _____ of
(Title)

(Name of Corporation)

a corporation duly organized and in good standing under the _____

(Law under which organized, e.g., the New York Business Corporation Law) named in the foregoing agreement; that

(Person executing Agreement)

who signed said Agreement on behalf of the _____
(Name of Corporation)

was at the time of execution _____ of the Corporation and
(Title of such person)

that said agreement was duly signed for and on behalf of said Corporation by authority of its Board of Directors, thereunto duly authorized and that such authority is in full force and effect at the date of hereof.

(Signature)

STATE OF NEW YORK)

)ss:

COUNTY OF)

On the _____ day of _____, in the year 2022, before me, the undersigned, a Notary Public in and for said State, _____ personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the officer described in and who executed the above certificate, who being by me duly sworn did depose and say that he/she resides at _____ and he/she is an officer of said corporation; that he/she is duly authorized to execute said certificate on behalf of said corporation, and that he/she signed his/her name thereto pursuant to such authority.

Notary

Date: _____

CERTIFICATE OF AUTHORITY
LIMITED LIABILITY COMPANY

I _____
(Member/Manager OTHER THAN person executing Agreement)

certify that I am a _____ of the
Member/Manager
_____ (the "LLC") duly
(Limited Liability Company)

organized under the Laws of the State of _____; that
_____ who signed said agreement on behalf
(Person Executing Agreement)

of the LLC was, at the time of execution, a Member/Manager of the LLC; that said Agreement was duly signed for and on behalf of said LLC and as the act of said LLC for the purposes therein mentioned.

(Signature)

STATE OF NEW YORK)

COUNTY OF _____)ss:
)

On the _____ day of _____, 2022, before me the undersigned, a Notary Public in and for said State, _____ personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the Member/Manager described in and who executed the above certificate, who being by me duly sworn did depose and say that he/she resides at _____

and he/she is a Member/Manager of LLC; that he/she is duly authorized to execute said certificate on behalf of said LLC, and that he/she signed his/her name thereto pursuant to such authority.

Notary

Date: _____

STATE OF NEW YORK)
)ss:
COUNTY OF)

Notary

SAMPLE

PERFORMANCE AND PAYMENT BOND

Bond No. _____

KNOW ALL BY THESE PRESENT,

that we, _____,
(Insert legal name and address of Contractor)

as Principal (hereinafter, together with its successors, assigns, subcontractors, administrators, executors or any other designees or transferees, collectively the "Principal"), and

_____,
(Insert legal name and address of Surety)

as Surety (hereinafter, together with its successors, assigns, subcontractors, administrators, executors or any other designees or transferees, collectively the "Surety"), are held and firmly bound along with our heirs, executors, administrators, successors and assigns, jointly and severally, unto **THE COUNTY OF WESTCHESTER, 148 Martine Avenue, White Plains, New York 10601**, as Obligee, (hereinafter "Obligee") for payment of the penal sum of _____.

(hereinafter the "Penal Sum"), in lawful money of the United States, as more particularly set forth herein.

Said Penal Sum shall apply separately and independently, in its total amount, to the payment provision and the performance provision of this bond and shall not reduce or limit the right of the Obligee or any other claimant to recover under the other said provision.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Obligee, by resolution of its Board of Acquisition and Contract, has authorized the award of an agreement to the Principal for the work (the "Work") commonly described as:

Contract # _____.

WHEREAS, the Principal has entered into an agreement with the Obligee for performance of the Work in strict accordance with the agreement, its attachments and specifications contained therein; (the agreement with all attachments is hereinafter collectively referred to as the "Contract" and are incorporated herein and made a part hereof by reference); and

WHEREAS, by the terms of the Contract, the Principal is required to furnish a bond ensuring the Principal's prompt, full and faithful performance of the Contract.

NOW THEREFORE, if the Principal shall

(1) promptly, fully and faithfully perform the Work and each and all of the terms and obligations to be carried out and performed by the Principal in strict accordance with the terms, conditions and covenants of the Contract as it may be modified or amended from time to time; and if the Principal shall indemnify and save harmless the Obligee and all of its officers, agents and employees from any and all losses, liability and damages, claims, judgments, liens, costs, and fees of every description, which may be incurred by the Obligee by reason of a default or failure on the part of the Principal in the strict performance of any or all of the terms or obligations of the Contract, including all modifications, and amendments, thereto, and any warranties or guarantees required thereunder; and

(2) also promptly make payment of all wages, labor, services, supplies and material rendered or reasonably required for use in the performance of the Contract, of all persons and firms engaged in the Work provided for in the Contract, whether such persons are agents, servants or employees of the Principal, or any subcontractor or of any assignee or designee thereof, regardless of any contractual relationship between the Principal, or any subcontractor or any designee thereof, and further, shall pay or cause to be paid all lawful claims of subcontractors, materialmen and other third persons in connection with the work, labor, services, supplies and material furnished in and about the performance of the Contract, then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

PROVIDED, however, that this bond is subject to the following additional terms and conditions:

The Surety, for value received, hereby stipulates and agrees that no change, adjustment of the time for performance of the Contract, any extension of time, adjustment of the Contract's not-to-exceed amount, any payment whether or not before the time required, any waiver of any provision, or by an assignment, subletting or other transfer of any of the Work, or of payment or non-payment of any moneys due or to become due under the Contract, any alterations, deletions, additions, or any other modifications to the terms of the Contract, the Work to be performed, or to the Contract specifications shall limit, restrict or otherwise impair Surety's obligations or Obligee's rights hereunder; The Surety hereby waives notice of any and all of such changes, modifications to the Contract, including but not limited to extensions of time for performance, adjustments of the Contract not-to-exceed amount, modifications, changes in the Work to be performed, alterations, deletions, omissions, additions, changes, payments, waivers, any changes in time, assignments, subcontracts and transfers; And the Surety hereby stipulates and agrees that any and all actions performed or omitted by and in relation to executors, administrators, successors, assigns, Subcontractors, and other designees, shall have the

same effect as to said Surety as though done or omitted to be done by and in relation to said Principal.

In the event of a failure of strict performance of the Contract by the Principal, which shall include, but not be limited to, any breach or default of the Contract by the Principal, and within fifteen (15) days after written notice from the Obligor to the Surety of the Principal's breach or default of the Contract, the Surety shall provide Obligor with written notice of its assumption of all obligations hereunder and request Obligor's approval of its proposed election ("Notice of Assumption and Election") to either: a) remedy or cause to be remedied the default or breach of the Principal Contract and cause the Principal to immediately commence and timely complete the Contract; or b) to take charge of the Work of the Contract and immediately commence and timely complete the Work at its own expense itself, through its agents or independent qualified contractors proposed by the Surety and acceptable to Obligor; provided, however, that the Surety hereby stipulates and agrees that both its proposed remedy procedure ("a" and "b" above) and proposed independent contractor, if any, in Surety's Notice of Assumption and Election shall be subject to the prior written approval of the Obligor, which approval shall be granted or withheld in the Obligor's sole discretion, and subject to Obligor's receipt of any and all necessary legal approvals. Surety shall, within five (5) days after written approval from the Obligor of Surety's Notice of Assumption and Election, commence or cause to be commenced the completion of the Work in strict accordance with its Notice of Assumption and Election and the terms, conditions and covenants of the Contract as they may be modified or amended from time to time, time being of the essence for the performance of the Work and this bond. The Surety shall not assert solvency/insolvency of the Principal or the Principal's denial of default as justification for its failure to give the Notice of Assumption and Election, or for its failure to promptly remedy the failure of performance or default of the Principal, or to complete the Work.

In the event the Surety shall fail to issue the Notice of Assumption and Election to Obligor and/or Surety fails to commence completion of the Work within the time periods provided above, the Obligor may thereafter cause the cure or remedy of the Principal's failure of performance or default, or complete the Work. The Principal and the Surety shall be each jointly and severally liable to the Obligor for all damages and costs sustained by the Obligor as a result of the Principal's failure of performance under the Contract or default in its performance of obligations thereunder, including without limitation the costs of cure or completion exceeding the then remaining balance of the Contract Price, and any other remedy available to Obligor; provided that the Surety's liability hereunder for the costs of performance, damages and other costs sustained by the Obligor upon the Principal's failure of performance under or default under the Contract shall be limited to the Penal Sum hereof, which shall be deemed to include the costs or value of any modifications to the Work which increases the Contract Price, plus the amount of costs, expenses and fees, including reasonable attorneys' fees in connection with any suit or other proceeding brought upon this bond by the Obligor, as more particularly set forth herein.

All persons who have performed labor or rendered services, as aforesaid, all subcontractors, and all persons, firms, corporations, including materialmen and third persons, as aforesaid, furnishing work, labor, services, supplies and material under or in connection with said Contract or in or about the performance and completion thereof, shall have a direct right of action (subject to the prior right of the Obligee under any claim which it may assert against the Principal and/or the Surety) against the Principal on this bond, upon first furnishing the Obligee with a Bond of Indemnity for costs in an amount satisfactory to the Obligee, which right of action shall be asserted in proceedings instituted in the State in which such work, labor, services, supplies or material was performed, rendered or furnished or where work, labor, services, supplies or material has been performed, rendered or furnished, as aforesaid, in more than one State, than in any such State, no later than one (1) year after the complete performance of said Contract and final settlement thereof.

The Surety shall not be liable hereunder for any damages or compensation recoverable under any worker's compensation or employer's liability statute.

In no event shall the Surety be liable under the foregoing clauses for a greater sum than the Penal Sum of this bond, plus the amount of costs, expenses and fees, including reasonable attorneys' fees in connection with any suit or other proceeding brought upon this bond by the Obligee, as more particularly set forth herein, provided; however, that said Penal Sum is separately and independently applicable, in its total amount to the payment provision and the performance provision of this bond, and shall not reduce or limit the right of the Obligee to recover under the other said provision, or reduce or limit any suit, action or proceeding hereon that is instituted by any person, firm or corporation under the provisions of the payment provision of this bond. The Principal and the Surety do hereby expressly waive any objections that might be interposed as to the right of the Obligee to require a bond containing the foregoing provisions, and they do hereby further expressly waive any defense which they or either of them might interpose to an action brought hereon by any person, firm or corporation, including Subcontractors, materialmen, and third persons, for work, labor, services, supplies or material performed, rendered or furnished as aforesaid, upon the ground that there is no law authorizing the said Obligee to require the foregoing provision to be placed in this Bond.

Notices to the Surety, Principal and Obligee shall be mailed via certified mail, return receipt requested, or delivered to the addresses shown in the preamble. Notice shall be effective on the date of receipt.

The Penal Sum of this bond is in addition to any other bond furnished by the Principal to the Obligee and in no way shall be impaired or affected by any other bond.

In the event that any suit or other proceeding is brought upon this bond by the Obligee, the Surety shall pay to the Obligee all costs, expenses and fees incurred by the Obligee in connection therewith, including without limitation, attorneys' fees.

[NO FURTHER TEXT ON THIS PAGE. SIGNATURE PAGE FOLLOWS.]

SAMPLE

IN WITNESS WHEREOF, the Principal and Surety have executed this Performance and Payment Bond this ____ day of _____, 20__, by their duly authorized agents or representatives.

PRINCIPAL:

(Corporate Seal)

Principal Name and Title

Principal Signature

SURETY:

(Corporate Seal)

Surety Name

Surety Signature

(Attach Attorney-in-Fact Certificate)

If the Contractor (Principal) is a partnership, the Bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a Corporation, the Bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the Bond corresponding to the number of counterparts of the Contract.

Each executed Bond should be accompanied by:

- (a) appropriate acknowledgments of the respective parties;
- (b) appropriate duly certified copy of Power of Attorney or other Certificate of Authority where the Bond is executed by agent, officer or other representative of Principal or Surety;
- (c) a duly certified extract from By-laws or resolutions of Surety under which Power of Attorney or other Certificate of Authority of its agent, officer or representative was issued, and
- (d) duly certified copy of latest published financial statement of assets and liabilities of Surety.

SCHEDULE "A"

STANDARD INSURANCE PROVISIONS **(Contractor)**

1. Prior to commencing work, and throughout the term of the Agreement, the Contractor shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. Contractor shall provide evidence of such insurance to the County of Westchester ("County"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the Contractor and identify the Agreement.

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

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

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

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of Contractor's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish such additional security covering such claims in form satisfactory to the Director.

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

2. The Contractor shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the Agreement):

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

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

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

- b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:

- i. Premises - Operations.
- ii. Broad Form Contractual.
- iii. Independent Contractor and Sub-Contractor.
- iv. Products and Completed Operations.

- c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

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

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

- d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages and name the "County of Westchester" as additional insured:

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

- e) With regard to the insurance coverage provided for in Section 2, subsections b), c) and d) above, in addition to naming the "County of Westchester" as an additional insured, the Contractor shall also name "Standard Amusements LLC" as an additional insured with regard to any contract, work or project to be performed at Playland Park in Rye, New York, on the same terms and conditions as provided for the benefit of the County of Westchester.

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

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

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

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

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

Certificate Holder should only read: The County of Westchester, 148 Martine Avenue, White Plains, New York 10601

PLEASE NOTE: A printed copy of your full insurance policy is required



SCHEDULE OF HOURLY RATES
AND SUPPLEMENTS

DEPARTMENT OF PUBLIC WORKS

Division of Engineering



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Westchester County DPWT

Yolanda Spraggins, Secretary II
148 Martine Ave. RM. 518
White Plains NY 10601

Schedule Year 2024 through 2025
Date Requested 11/20/2024
PRC# 2024014511

Location DPT Material Recovery Facility
Project ID# 23-519
Project Type perform upgrades to the material sorting and handling equipment and the buildings themselves. HVAC, Elec, Architecture, Mech., Plumbing, Roof replacement etc.

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

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

Introduction

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

Responsibilities of the Department of Jurisdiction

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

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

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

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

Both the PW 16 and PW 200 forms are available for completion [online](#).

Hours

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

Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule 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 www.labor.ny.gov.

Payrolls and Payroll Records

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

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

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

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

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

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

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

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

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

Withholding of Payments

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

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

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

Summary of Notice Posting Requirements

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

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

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

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

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

Apprentices

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

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

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 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.



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Westchester County DPWT

Yolanda Spraggins, Secretary II
148 Martine Ave. RM. 518
White Plains NY 10601

Schedule Year 2024 through 2025
Date Requested 11/20/2024
PRC# 2024014511

Location DPT Material Recovery Facility
Project ID# 23-519
Project Type perform upgrades to the material sorting and handling equipment and the buildings themselves. HVAC, Elec, Architecture, Mech., Plumbing, Roof replacement etc.

Notice of Contract Award

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

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

Contractor Information

All information must be supplied

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

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

Social Security Numbers on Certified Payrolls:

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

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

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

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

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

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

Effective June 23, 2020

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

**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)



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	02/01/2025
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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	02/01/2025
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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
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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

8-1556 Db

Carpenter

02/01/2025

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*
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*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 (5,6,11,13,16,18,19,25)

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

REGISTERED APPRENTICES

Wage per hour - (1) year terms:

1st	2nd	3rd	4th
\$ 25.20	\$ 28.20	\$ 32.45	\$ 40.33

+ 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

8-2287

Carpenter**02/01/2025**

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**02/01/2025**

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

02/01/2025

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

02/01/2025

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, Slate Hill, New Hampton, Goshen, Blooming Grove, Mountainville, east to the Hudson River.

Putnam: South of but including the following, Cold Spring, TompkinsCorner, Mahopac, Croton Falls, east to Connecticut border.

Suffolk: West of Port Jefferson and Patchogue Road to Route 112 to the Atlantic Ocean.

WAGES

Per hour: 07/01/2024

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

02/01/2025

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Putnam, Rockland, Westchester

WAGES

WAGES:(per hour)

Applies to CAPRENTER 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

11-279.1B/HH

Electrician

02/01/2025

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, 26) on HOLIDAY PAGE

9-3H

Electrician

02/01/2025

JOB DESCRIPTION Electrician

DISTRICT 8

ENTIRE COUNTIES

Westchester

WAGES

Per hour:	07/01/2024	04/17/2025
*Electrician/A-Technician	\$ 56.75	\$ 58.75
Teledata	56.75	58.75

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

Note: On a job where employees are required to work on bridges over navigable waters, transmission towers, light poles, bosun chairs, swinging scaffolds, etc. 40 feet or more above the water or ground or under compressed air, or tunnel projects under construction or where assisted breathing apparatus is required, they will be paid at the rate of time and one-half for such work except on normal pole line or building construction work.

SUPPLEMENTAL BENEFITS

Per hour:		
Journeyworker	\$ 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

02/01/2025

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

8-3m

Elevator Constructor**02/01/2025****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, Lewisboro, 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

63.16

65.54

SUPPLEMENTAL BENEFITS

Per Hour:

Elevator Constructor

\$ 46.367

\$ 47.654

Modernization &
Service/Repairs

45.217

46.470

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

36.90

4th & 5th Term

37.19

37.99

6th & 7th Term

38.80

39.70

8th & 9th Term	40.41	41.40	4-1
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Elevator Constructor	02/01/2025
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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	02/01/2025
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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	Additional \$ 1.11***
Scaffolding, including swing scaffold	67.28	
*Mechanical Equipment	64.28	
**Repair & Maintenance	30.76	

*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: 7/01/2024

Glazier, Glass Tinting \$ 42.13
Window Film, Scaffolding
and Mechanical Equipment

Repair & Maintenance 24.62

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

1st term \$ 22.34
2nd term 30.64
3rd term 40.87
4th term 50.14

Supplemental Benefits:

(Per hour)

1st term \$ 19.27
2nd term 27.34
3rd term 32.85
4th term 36.01

8-1087 (DC9 NYC)

Insulator - Heat & Frost

02/01/2025

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2024

Insulators
Heat & Frost \$ 71.01

SUPPLEMENTAL BENEFITS

Per Hour:

Insulators \$ 36.76
Heat & Frost

OVERTIME PAY

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

* Triple time for Labor Day (If worked)

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages:

1 year terms.

Wages Per Hour:

1st	2nd	3rd	4th
\$ 31.96	\$ 39.06	\$ 46.16	\$ 53.26

Supplemental Benefits:

\$ 16.56 \$ 20.23 \$ 23.91 \$ 27.06

4-12

Insulator - Heat & Frost

02/01/2025

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	\$ 20.50
2nd term	24.47

3rd term	28.43
4th term	32.39

8-91

Ironworker	02/01/2025
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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 Derrickmen 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 Derrickmen 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	\$ 35.78	\$ 51.04	\$ 56.79	\$ 62.55

Supplemental Benefits:

Per hour:				
07/01/2024	22.95	34.08	34.08	34.08

9-197D/R

Ironworker	02/01/2025
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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
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SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker:	\$ 66.29	\$ 67.29
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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

02/01/2025

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
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Ironworker:

Structural	\$ 57.20	\$ 58.45
Bridges		
Machinery		

SUPPLEMENTAL BENEFITS

PER HOUR PAID:

Journeyman	\$ 89.85	\$ 91.35
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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
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4-40/361-Str

Ironworker

02/01/2025

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 \$ 56.95

"Base" Wage 55.20
plus \$ 1.75

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

SUPPLEMENTAL BENEFITS

Per hour:
Reinforcing & \$ 44.63
Metal Lathing

OVERTIME PAY

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

*Only \$23.50 per Hour for non worked hours

Supplemental Benefit Premiums for Overtime Hours worked:

Time & One Half \$ 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 BENIFITS

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 BENIFITS

Per Hour:

1st term	2nd term	3rd term	4th Term
\$18.40	\$17.40	\$16.45	\$15.45

4-46Reinf

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	Level B	Level C	Level D
0-1000	1001-2000	2001-3000	3001-4000
\$ 28.08	\$ 31.90	\$ 35.72	\$ 39.54

Supplemental Benefits per hour:

Apprentices
All terms \$ 23.60

8-235/B

Laborer - Heavy&Highway

02/01/2025

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, Jeep Operator, Jack Hammer, Pneumatic Tools (all), Gas Driller, Guniting, Railroad Spike Puller, Pipelayer, Chain Saw, Deck winches on scows, Power Buggy Operator, Power Wheelbarrow Operator, Bar Person Helper, Compressed Air lance, Water Jet Lance.

GROUP IV: Concrete Laborers, Asph. Worker, Rock Scaler, Vibrator Oper., Bit Grinder, Air Tamper, Pumps, Epoxy (adhesives, fillers and troweled on), Barco Rammer, Concrete Grinder, Crack Router Operator, Guide Rail-digging holes and placing concrete and demolition when not to be replaced, distribution of materials and tightening of bolts.

GROUP V: Drillers Helpers, Common Laborer, Mason Tenders, Signal Person, Pit Person, Truck Spotter, Powder Person, Landscape/Nursery Person, Dump Person, Temp. Heat.

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

Wages:(per hour) 07/01/2024

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	2nd term	3rd term	4th term
	1-1000hrs	1001-2000hrs	2001-3000hrs	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	\$ 4.45 - After 40 hours: 3.90
4th term	\$ 5.00 - After 40 hours: 4.40

8-60H/H

Laborer - Tunnel

02/01/2025

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, Merideth and Davenport.

WAGES

Class 1: All support laborers/sandhogs working above the shaft or tunnel.

Class 2: All laborers/sandhogs working in the shaft or tunnel.

Class 4: Safety Miners

Class 5: Site work related to Shaft/Tunnel

WAGES: (per hour)

	07/01/2024	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 Holidays falls on Saturday or Sunday, holidays falling on Saturday shall be recognized or observed on Friday and holidays falling on Sunday shall be recognized or observed on Monday. Employees ordered to work on the Saturday or Sunday of the holiday or on the recognized or the observed Friday or Monday for those holidays falling on Saturday or Sunday shall receive double time the established rate and benefits for the holiday.

REGISTERED APPRENTICES

FOR APPRENTICE RATES, refer to the appropriate Laborer Heavy & Highway wage rate contained in the wage schedule for the County and location where the work is to be performed.

11-17/60/235/754Tun

Lineman Electrician

02/01/2025

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, 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.

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 Splicer-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

02/01/2025

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

02/01/2025

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	02/01/2025
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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	\$39.46	\$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*
+\$.76	+\$.81	+\$.91	+\$.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*
+\$.76	+\$.81	+\$.91	+\$.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	02/01/2025
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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
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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	02/01/2025
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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	58.96	59.72

SUPPLEMENTAL BENEFITS

Per hour:

Mosaic & Terrazzo Mechanic	\$ 31.36* + \$9.78	\$ 31.46* + \$10.39
Mosaic & Terrazzo Finisher	\$ 31.36* + \$9.77	\$ 31.46* + \$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 0- 1500	2nd 1501- 3000	3rd 3001- 3750	4th 3751- 4500	5th 4501- 5250	6th 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* + 3.43	\$9.16* + 4.40	\$17.22* + 5.87	\$23.86* + 6.84	\$24.86* + 7.83	\$27.36* + 8.80
01/01/2025	\$7.12* + 3.64	\$9.16* + 4.67	\$15.72* + 6.24	\$23.86* + 7.27	\$24.86* + 8.31	\$27.36* + 9.35

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

9-7/3

Mason - Building

02/01/2025

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
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SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker:

Building-Marble Restoration: Marble, Stone & Polisher	\$ 31.50	\$ 31.86
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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	02/01/2025
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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
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Marble Cutters & Setters

\$ 63.92	\$ 64.21
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SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker

\$ 40.05	\$ 40.51
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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	02/01/2025
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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, 16, 25) on HOLIDAY PAGE

9-7/88A-tf

Mason - Building

02/01/2025

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
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OVERTIME PAY

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

*Double hourly rate after 8 hours on Saturday

HOLIDAY

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

1st term apprentice gets paid for all observed holidays.

REGISTERED APPRENTICES

WAGES per hour:	07/01/2024	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

02/01/2025

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, E, Q, V) on OVERTIME PAGE

Work beyond 8 hours on a Saturday shall be paid at double the rate.

HOLIDAY

Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

When an observed holiday falls on a Sunday, it will be observed the next day.

9-7/20-MF

Mason - Heavy&Highway

02/01/2025

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

02/01/2025

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 had double the rate after 8 hours on Saturdays.

HOLIDAY

Paid: See (5, 6, 9, 11, 15, 16, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 9, 11, 15, 16, 25) on HOLIDAY PAGE

9-15Db

Operating Engineer - Building

02/01/2025

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

PARTIAL COUNTIES

Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 44 east to Route 343, then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

WAGES

GROUP I:

Cranes (All Types up to 49 tons), Boom Trucks, Cherry Pickers (All Types), Clamshell Crane, Derrick (Stone and Steel), Dragline, Franki Pile Rig or similar, High Lift (Lull or similar) with crane attachment and winch used for hoisting or lifting, Hydraulic Cranes, Pile Drivers, Potain and similar.

Cranes (All types 50-99 tons), Drill Rig Casa Grande (CAT or similar), Franki Pile Rig or similar, Hydraulic Cranes (All types including Crawler Cranes- No specific boom length).

Cranes (All types 100 tons and over), All Tower Cranes, All Climbing Cranes irrespective of manufacturer and regardless of how the same is rigged, Franki Pile Rig or similar, Conventional Cranes (All types including Crawler Cranes-No specific boom length), Hydraulic Cranes.

GROUP I-A: Barber Green Loader-Euclid Loader, Bulldozer, Carrier-Trailer Horse, Concrete Cleaning Decontamination Machine Operator, Concrete-Portable Hoist, Conway or Similar Mucking Machines, Elevator & Cage, Excavators all types, Front End Loaders, Gradall, Shovel, Backhoe, etc.(Crawler or Truck), Heavy Equipment Robotics Operator/Mechanic, Hoist Engineer-Material, Hoist Portable Mobile Unit, Hoist(Single, Double or Triple Drum), Horizontal Directional Drill Locator, Horizontal Directional Drill Operator and Jersey Spreader, Letourneau or Tournapull(Scrapers over 20 yards Struck), Lift Slab Console, etc., Lull HiLift or Similar, Master Environmental Maintenance Mechanics, Mucking Machines Operator/Mechanic or Similar Type, Overhead Crane, Pavement Breaker(Air Ram), Paver(Concrete), Post Hole Digger, Power House Plant, Road Boring Machine, Road Mix Machine, Ross Carrier and Similar Machines, Rubber tire double end backhoes and similar machines, Scoopmobile Tractor-Shovel Over 1.5 yards, Shovel (Tunnels), Spreader (Asphalt) Telephie(Cableway), Tractor Type Demolition Equipment, Trenching Machines-Vermeer Concrete Saw Trencher and Similar, Ultra High Pressure Waterjet Cutting Tool System, Vacuum Blasting Machine operator/mechanic, Winch Truck A Frame.

GROUP I-B: Compressor (Steel Erection), Mechanic (Outside All Types), Negative Air Machine (Asbestos Removal), Push Button (Buzz Box) Elevator.

GROUP II: Compactor Self-Propelled, Concrete Pump, Crane Operator in Training (Over 100 Tons), Grader, Machines Pulling Sheep's Foot Roller, Roller (4 ton and over), Scrapers (20 yards Struck and Under), Vibratory Rollers, Welder.

GROUP III-A: Asphalt Plant, Concrete Mixing Plants, Forklift (All power sources), Joy Drill or similar, Tractor Drilling Machine, Loader (1 1/2 yards and under), Portable Asphalt Plant, Portable Batch Plant, Portable Crusher, Skid Steer (Bobcat or similar), Stone Crusher, Well Drilling Machine, Well Point System.

GROUP III-B: Compressor Over 125 cu. Feet, Conveyor Belt Machine regardless of size, Compressor Plant, Ladder Hoist, Stud Machine.

GROUP IV-A: Batch Plant, Concrete Breaker, Concrete Spreader, Curb Cutter Machine, Finishing Machine-Concrete, Fine Grading Machine, Hepa Vac Clean Air Machine, Material Hopper(sand, stone, cement), Mulching Grass Spreader, Pump Gypsum etc, Pump-Plaster-Grout-Fireproofing. Roller(Under 4 Ton),Spreading and Fine Grading Machine, Steel Cutting Machine, Siphon Pump, Tar Joint Machine, Television Cameras for Water, Sewer, Gas etc. Turbo Jet Burner or Similar Equipment, Vibrator (1 to 5).

GROUP IV-B: Compressor (all types), Heater (All Types), Fire Watchman, Lighting Unit (Portable & Generator) Pump, Pump Station(Water, Sewer, Portable, Temporary), Welding Machine (Steel Erection & Excavation).

GROUP V: Mechanics Helper, Motorized Roller (walk behind), Stock Attendant, Welder's Helper, Maintenance Engineer Crane(75 ton and over).

Group VI-A: Welder Certified

GROUP VI-B: Utility Man, Warehouse Man.

WAGES: (per hour)

07/01/2024

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	59.04
GROUP I-B	54.41
GROUP II	56.97
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

02/01/2025

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

PARTIAL COUNTIES

Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 44 east to Route 343, then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

WAGES

GROUP I: Boom Truck, Cherry Picker, Clamshell, Crane, (Crawler, Truck),

Dragline, Drill Rig (Casa Grande, Cat, or Similar), Floating Crane (Crane on Barges) under 100 tons, Gin Pole, Hoist Engineer-Concrete (Crane-Derrick-Mine Hoist), Knuckle Boom Crane, Rough Terrain Crane.

GROUP I-A: Auger (Truck or Truck Mounted), Boat Captain, Bulldozer-All Sizes, Central Mix Plant Operator, Chipper (all types), Close Circuit T.V., Combination Loader/Backhoe, Compactor with Blade, Concrete Finishing Machine, Gradall, Grader (Motor Grader), Elevator & Cage (Materials or Passenger), Excavator (and all attachments), Front End Loaders (1 1/2 yards and over), High Lift Lull and similar, Hoist (Single, Double, Triple Drum), Hoist Portable Mobile Unit, Hoist Engineer (Material), Jack and Bore Machine, Log Skidders, Mill Machines, Mucking Machines, Overhead Crane, Paver (concrete), Post Pounder (of any type), Push Cats, Road Reclaimer, Robot Hammer (Brokk or similar), Robotic Equipment (Scope of Engineer Schedule), Ross Carrier and similar, Scrapers (20 yard struck and over), Side Boom, Slip Form Machine, Spreader (Asphalt), Trenching Machines (Telephies-Vermeer Concrete Saw), Tractor Type Demolition Equipment, Vacuum Truck. Vibratory Roller(Riding) or Roller used in mainline paving operations.

GROUP I-B: Asphalt Mobile Conveyor/Transfer Machine, Road Paver (Asphalt).

GROUP II-A: Ballast Regulators, Compactor Self Propelled, Fusion Machine, Rail Anchor Machines, Roller (4 ton and over), Scrapers (20 yard struck and under).

GROUP II-B: Mechanic (Outside) All Types, Shop Mechanic.

GROUP III: Air Tractor Drill, Asphalt Plant, Batch Plant, Boiler (High Pressure), Concrete Breaker (Track or Rubber Tire), Concrete Pump, Concrete Spreader, Excavator Drill, Farm Tractor, Forklift (all types), Gas Tapping (Live), Hydroseeder, Loader (1 1/2 yards and under), Locomotive (all sizes), Machine Pulling Sheeps Foot Roller, Portable Asphalt Plant, Portable Batch Plant, Portable Crusher (Apprentice), Powerhouse Plant, Roller (under 4 ton), Sheer Excavator, Skid Steer/Bobcat, Stone Crusher, Sweeper (with seat), Well Drilling Machine.

GROUP IV: Service Person (Grease Truck), Deckhand.

GROUP IV-B: Conveyor Belt Machine (Truck Mounted), Heater (all types), Lighting Unit (Portable), Maintenance Engineer (For Crane Only), Mechanics Helper, Pump (Fireproofing), Pumps-Pump Station/Water/Sewer/Gypsum/Plaster, etc., Pump Truck (Sewer Jet or Similar), Welders Helper, Welding Machine (Steel Erection), Well Point System.

GROUP V: All Tower Cranes-All Climbing Cranes and all cranes of 100-ton capacity or greater (3900 Manitowac or similar) irrespective of manufacturer and regardless of how the same is rigged, Hoist Engineer (Steel), Engineer-Pile Driver, Jersey Spreader, Pavement Breaker/Post Hole Digger.

WAGES: Per hour: 07/01/2024

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	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

02/01/2025

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

02/01/2025

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, Crane(Crawler, Truck), Dragline, Drill Rig Casa Grande(Cat or Similar), Floating Crane(Crane on Barge-Under 100 Tons), Hoist Engineer(Concrete/Crane-Derrick-Mine Hoist), Knuckle Boom Crane, Rough Terrain Crane.

GROUP I-A: Auger(Truck or Truck Mounted), Boat Captain, Bull Dozer-all sizes, Central Mix Plant Operator, Chipper-all types, Close Circuit T.V., Combination Loader/Backhoe, Compactor with Blade, Concrete Finishing Machine, Gradall, Grader(Motor Grader), Elevator & Cage(Materials or Passengers), Excavator(and all attachments), Front End Loaders(1 1/2 yards and over), High Lift Lull, Hoist(Single, Double, Triple Drum), Hoist Portable Mobile Unit, Hoist Engineer(Material), Jack and Bore Machine, Log Skidder, Milling Machine, Moveable Concrete Barrier Transfer & Transport Vehicle, Mucking Machines. Overhead Crane, Paver(Concrete), Post Pounder of any type, Push Cats, Road Reclaimer, Robot Hammer(Brokk or similar), Robotic Equipment(Scope of Engineer Schedule), Ross Carrier and similar machines, Scrapers(20 yards struck and over), Side Boom, Slip Form Machine, Spreader(Asphalt), Trenching Machines, Telephies-Vermeer Concrete Saw, Tractor type demolition equipment, Vacuum Truck, Vibratory Roller (Riding) used in mainline paving operations.

GROUP I-B: Asphalt Mobile Conveyor/Transfer Machine, Road Paver(Asphalt).

GROUP II-A: Ballast Regulators, Compactor(Self-propelled), Fusion Machine, Rail Anchor Machines, Roller(4 ton and over), Scrapers(20 yard struck and under).

GROUP II-B: Mechanic(outside)all types, Shop Mechanic.

GROUP III: Air Tractor Drill, Asphalt Plant, Batch Plant, Boiler(High Pressure), Concrete Breaker(Track or Rubber Tire), Concrete Pump, Concrete Spreader, Excavator Drill, Farm Tractor, Forklift(all types of power), Gas Tapping(Live), Hydroseeder, Loader(1 1/2 yards and under), Locomotive(all sizes), Machine Pulling Sheeps Foot Roller, Portable Asphalt Plant, Portable Batch Plant, Portable Crusher(Apprentice), Powerhouse Plant, Roller(under 4 ton), Sheer Excavator, Skidsteer/Bobcat, Stone Crusher, Sweeper(with seat), Well Drilling Machine.

GROUP IV-A: Service Person(Grease Truck), Deckhand.

GROUP IV-B: Conveyor Belt Machine(Truck Mounted), Heater(all types), Lighting Unit(Portable), Maintenance Engineer(for Crane only), Mechanics Helper, Pump(Fireproofing), Pumps-Pump Station/Water/Sewer/Gypsum/Plaster, etc., Pump Truck(Sewer Jet or similar), Welding Machine(Steel Erection), Welders Helper.

GROUP V-A: Engineer(all Tower Cranes, all Climbing Cranes & all Cranes of 100 ton capacity or greater),Hoist Engineer(Steel-Sub Structure), Engineer-Pile Driver, Jersey-Spreader, Pavement breaker, Post Hole Digger

WAGES: (per hour)

07/01/2024

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	56.81
GROUP IV-A	51.57
GROUP IV-B	44.19
GROUP V-A	
Engineer-Cranes	77.82
Engineer-Pile Driver	75.13
Hoist 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
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8-137Tun

Operating Engineer - Marine Dredging

02/01/2025

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 \$ 45.26

Deck Captain, Leverman,
Mechanical Dredge Operator,
Licensed Tug Operator 1000HP or more.

CLASS A2 40.33

Crane Operator (360 swing)

CLASS B To conform to Operating Engineer
Dozer, Front Loader Prevailing Wage in locality where work
Operator on Land is being performed including benefits.

CLASS B1 39.14

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

CLASS B2 36.84

Certified Welder

CLASS C1 35.83

Drag Barge Operator,
Steward, Mate,
Assistant Fill Placer

CLASS C2 34.68

Boat Operator

CLASS D 28.81
Shoreman, Deckhand, Oiler,
Rodman, Scowman, Cook,
Messman, Porter/Janitor

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

02/01/2025

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

02/01/2025

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
Additional

Brush 52.86* \$ 2.62**

Abatement/Removal of lead based or lead containing paint on materials to be repainted.	52.86*
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Spray & Scaffold	\$ 55.86*
Fire Escape	55.86*
Decorator	55.86*
Paperhanger/Wall Coverer	55.09*

*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
All others	34.31
Premium	38.28**

**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
Appr 1st term...	\$ 20.22*
Appr 2nd term...	25.93*
Appr 3rd term...	31.61*
Appr 4th term...	42.40*

*Subtract \$ 0.10 to calculate premium rate.

Supplemental benefits:

Per Hour:	
Appr 1st term...	\$ 16.89
Appr 2nd term...	20.95
Appr 3rd term...	24.10
Appr 4th term...	30.57

8-NYDC9-B/S

Painter

02/01/2025

JOB DESCRIPTION Painter

DISTRICT 8

ENTIRE COUNTIES

Putnam, Suffolk, Westchester

PARTIAL COUNTIES

Nassau: All of Nassau except the areas described below: Atlantic Beach, Ceaderhurst, East Rockaway, Gibson, Hewlett, Hewlett Bay, Hewlett Neck, Hewlett Park, Inwood, Lawrence, Lido Beach, Long Beach, parts of Lynbrook, parts of Oceanside, parts of Valley Stream, and Woodmere. Starting on the South side of Sunrise Hwy in Valley Stream running east to Windsor and Rockaway Ave., Rockville Centre is the boundary line up to Lawson Blvd. turn right going west all the above territory. Starting at Union Turnpike and Lakeville Rd. going north to Northern Blvd. the west side of Lakeville road to Northern blvd. At Northern blvd. going east the district north of Northern blvd. to Port Washington Blvd. West of Port Washington blvd.to St.Francis Hospital then north of first traffic light to Port Washington and Sands Point, Manor HAVen, Harbour Acres.

WAGES

Per hour:	07/01/2024	05/01/2025
Drywall Taper:	\$ 52.86*	Additional
Scaffold:	\$ 55.86*	\$ 2.62**

*Subtract \$ 0.10 to calculate premium rate.

** To be allocated a later date.

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

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

Wages - Per Hour:

1500 hour terms at the following wage rate:

1st term	\$ 20.22*
2nd term	25.93*
3rd term	31.61*
4th term	42.40*

*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
2nd year	20.95
3rd year	24.10
4th year	30.57

8-NYDCT9-DWT

Painter - Bridge & Structural Steel

02/01/2025

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-9/806/155-BrSS

Painter - Line Striping

02/01/2025

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:

Painter (Striping-Highway):	07/01/2024	04/01/2025	04/01/2026
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	\$ 23.65	\$ 24.30	\$ 24.95
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8-1456-LS

Painter - Metal Polisher

02/01/2025

JOB DESCRIPTION Painter - Metal Polisher

DISTRICT 8

ENTIRE COUNTIES

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

	07/01/2024
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

02/01/2025

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

02/01/2025

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 Wallkill 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/Re/AC

Plumber - Jobbing & Alterations

02/01/2025

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

02/01/2025

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

02/01/2025

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
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OVERTIME PAY

OVERTIME:.. See (B, E, Q,) on OVERTIME PAGE.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 16, 23) on HOLIDAY PAGE

REGISTERED APPRENTICES

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 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

02/01/2025

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per Hour:	07/01/2024	08/01/2024
Sign Erector	\$ 58.00	\$ 60.00

NOTE: Structurally Supported Overhead Highway Signs(See STRUCTURAL IRON WORKER CLASS)

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2024	08/01/2024
Sign Erector	\$ 57.12	\$ 58.31

OVERTIME PAY

See (B, F, S) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Per Hour:
6 month Terms at the following percentage of Sign Erectors wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
35%	40%	45%	50%	55%	60%	65%	70%	75%	80%

SUPPLEMENTAL BENEFITS

Per Hour:

07/01/2024

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 18.27	\$ 20.75	\$ 25.22	\$ 25.70	\$ 34.66	\$ 37.74	\$ 41.65	\$ 44.78	\$ 47.93	\$ 51.04

08/01/2024

\$ 18.65	\$ 21.16	\$ 23.69	\$ 26.22	\$35.39	\$ 38.52	\$ 42.55	\$ 45.75	\$ 48.96	\$ 52.15 4-137-SE
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Sprinkler Fitter

02/01/2025

JOB DESCRIPTION Sprinkler Fitter

DISTRICT 1

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

WAGES

Per hour 07/01/2024

Sprinkler \$ 53.34
Fitter

SUPPLEMENTAL BENEFITS

Per hour

Journeyworker \$ 30.77

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

REGISTERED APPRENTICES

Wages per hour

One Half Year terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 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

02/01/2025

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

8-456

Welder

02/01/2025

JOB DESCRIPTION Welder

DISTRICT 1

ENTIRE COUNTIES

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

Per hour 07/01/2024

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
State Office Building Campus
Building 12 - Room 130
Albany, New York 12226

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

This Form Must Be Typed

Submitted By:

(Check Only One)

☐

Contracting Agency

☐

Architect or Engineering Firm

☐

Public Work District Office

Date:

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address ☐ (Check if new or change)

Telephone

Fax

E-Mail:

2. NY State Units (see Item 5).

☐

01 DOT

☐

02 OGS

☐

03 Dormitory Authority

☐

04 State University
Construction Fund

☐

05 Mental Hygiene
Facilities Corp.

☐

06 OTHER N.Y. STATE UNIT

☐

07 City

☐

08 Local School District

☐

09 Special Local District, i.e.,
Fire, Sewer, Water District

☐

10 Village

☐

11 Town

☐

12 County

☐

13 Other Non-N.Y. State
(Describe)

3. SEND REPLY TO ☐ (check if new or change)
Name and complete address:

Telephone

Fax

E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

☐

New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

☐

Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR
THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title

Description of Work

Contract Identification Number

Note: For NYS units, the OSC Contract No.

6. Location of Project:

Location on Site

Route No/Street Address

Village or City

Town

County

7. Nature of Project - Check One:

☐

1. New Building

☐

2. Addition to Existing Structure

☐

3. Heavy and Highway Construction (New and Repair)

☐

4. New Sewer or Waterline

☐

5. Other New Construction (Explain)

☐

6. Other Reconstruction, Maintenance, Repair or Alteration

☐

7. Demolition

☐

8. Building Service Contract

8. OCCUPATION FOR PROJECT :

☐

Construction (Building, Heavy
Highway/Sewer/Water)

☐

Tunnel

☐

Residential

☐

Landscape Maintenance

☐

Elevator maintenance

☐

Exterminators, Fumigators

☐

Fire Safety Director, NYC Only

☐

Fuel Delivery

☐

Guards, Watchmen

☐

Janitors, Porters, Cleaners,
Elevator Operators

☐

Moving furniture and
equipment

☐

Trash and refuse removal

☐

Window cleaners

☐

Other (Describe)

9. Does this project comply with the Wicks Law involving separate bidding? YES ☐ NO ☐

10. Name and Title of Requester

Signature



NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

**LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE
AWARDED ANY PUBLIC WORK CONTRACT**

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

Debarment Database: To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: <https://apps.labor.ny.gov/EDList/searchPage.do>

For inquiries please call 518-457-5589.

NYSDOL Bureau of Public Work Debarment List 01/31/2025

Article 8

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	*****5754	0369 CONTRACTORS, LLC		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL	*****5784	A.J.M. TRUCKING, INC.		PO BOX 2064 MONROE NY 10950	02/12/2024	02/12/2029
DOL	DOL		AKHLAQ 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	05/12/2026
DOL	DOL		ANGELO STANCO		8 FOREST AVE. GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	DOL		ANGELO TONDO		449 WEST MOMBSHA 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 2064 MONROE NY 10950	02/12/2024	02/12/2029
DOL	NYC		ARADCO CONSTRUCTION CORP		115-46 132RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL		ARNOLD A. PAOLINI		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC		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 A6BROOKLYN NY 11230	09/17/2020	09/17/2025
DOL	NYC	*****2113	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	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	*****4083	C.P.D. ENTERPRISES, INC		P.O BOX 281 WALDEN NY 12586	03/03/2020	03/03/2025
DOL	DOL	*****5161	CALADRI DEVELOPMENT CORP.		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	*****3391	CALI ENTERPRISES, INC.		1223 PARK STREET PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	*****4155	CASA BUILDERS, INC.	FRIEDLANDER CONSTRUCTION	64 N PUTT CONNERS ROAD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	AG	*****7247	CENTURY CONCRETE CORP		2375 RAYNOR ST RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****0026	CHANTICLEER CONSTRUCTION LLC		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	NYC	*****2117	CHARAN ELECTRICAL ENTERPRISES		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	NYC		CHARLES ZAHRADKA		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL		CHRISTOPHER GRECO		26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL	*****2281	CORRAO TRUCKING, INC.		PO BOX 393 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

NYSDOL Bureau of Public Work Debarment List 01/31/2025

Article 8

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 10990	03/25/2022	03/25/2027
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		DARWIN PEGUESE		6400 BALTIMORE NATIONAL SUITE 602CANTONSVILLE 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 CONNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	DOL	*****5175	EAGLE MECHANICAL AND GENERAL CONSTRUCTION LLC		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	AG		EDWIN HUTZLER		23 NORTH HOWELLS RD BELLPORT NY 11713	08/04/2021	08/04/2026
DOL	DA		EDWIN HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	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		4192 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 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DA		GIOVANNA TRAVALJA		3735 9TH 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		HANS RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	*****2397	ISLAND BREEZE MARINE, INC.		6400 BALTIMORE NATIONAL CANTONSVILLE MD 21228	10/24/2024	10/24/2029
DOL	DOL	*****9211	J. WASE CONSTRUCTION CORP.		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		J.M.J CONSTRUCTION		151 OSTRANDER AVENUE SYRACUSE NY 13205	11/21/2022	11/21/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET	12/12/2022	12/12/2027

NYSDOL Bureau of Public Work Debarment List 01/31/2025

Article 8

DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JAMES J. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****7993	JBS DIRT, INC.		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****2435	JEFFEL D. JOHNSON	JMJ7 AND SON	5553 CAIRNSTRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JEFFEL JOHNSON ELITE CARPENTER REMODEL AND CONSTRUCTION		C2 EVERGREEN CIRCLE LIVERPOOL NY 13090	11/21/2022	11/21/2027
DOL	DOL	*****2435	JEFFREY M. JOHNSON	JMJ7 AND SON	5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JIM PLAUGHER		17613 SANTE FE LINE ROAD WAYNEFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		JMJ7 & SON CONSTRUCTION, LLC		5553 CAIRNS TRAIL LIVERPOOL NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 AND SONS CONTRACTORS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS		7014 13TH AVENUE BROOKLYN NY 11228	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS AND SONS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS, LLC		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JOHN 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		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	DOL		JOSEPH K. SALERNO		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL		JOSEPH K. SALERNO II		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		JRN CONSTRUCTION CO, LLC		1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027

NYSDOL Bureau of Public Work Debarment List 01/31/2025

Article 8

DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL		KARIN MANGIN		796 PHELPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	DOL		KATE E. CONNOR		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KEAN INDUSTRIES, LLC		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL	*****2959	KELC DEVELOPMENT, INC		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KIMBERLY F. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		KMA GROUP II, INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL	*****1833	KMA GROUP INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KMA INSULATION, INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KRIN HEINEMANN		2345 ROUTE 52, SUITE 2N HOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	NYC		KULWANT S. DEOL		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028
DOL	AG	*****3291	LINTECH ELECTRIC, INC.		3006 TILDEN AVE BROOKLYN NY 11226	02/16/2022	02/16/2027
DOL	DOL		LOUIS A. CALICCHIA		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	*****2196	MAINSTREAM SPECIALTIES, INC.		11 OLD TOWN RD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		MAQSOOD AHMAD		618 OCEAN PKWY BROOKLYN NY 11230	09/17/2020	09/17/2025
DOL	NYC		MARIA NUBILE		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	NYC		MUHAMMED A. HASHEM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	NYC		NAMOW, INC.		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DOL	*****7790	NATIONAL BUILDING & RESTORATION CORP		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	*****1797	NATIONAL CONSTRUCTION SERVICES, INC		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	NYC		NAVIT SINGH		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		NELCO CONTRACTING, LLC		1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028
DOL	DA		NICHOLAS T. ANALITIS		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027

NYSDOL Bureau of Public Work Debarment List 01/31/2025

Article 8

DOL	DOL	*****7429	NICOLAE I. BARBIR	BESTUCCO CONSTRUCTI ON, INC.	444 SCHANTZ ROAD ALLENTOWN PA 18104	09/17/2020	09/17/2025
DOL	NYC	*****5643	NYC LINE CONTRACTORS, INC.		402 JERICO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	DOL		PETER STEVENS		11 OLD TOWN ROAD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DOL		PETER STEVENS		8269 21ST ST BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL	*****4168	PHANTOM CONSTRUCTION CORP.		95-27 116TH STREET QUEENS NY 11419	07/12/2024	07/12/2029
DOL	DOL	*****4168	PHANTOM CONSTRUCTION CORP.		95-27 116TH STREET QUEENS NY 11419	05/28/2024	05/28/2029
DOL	DOL	*****0466	PRECISION BUILT FENCES, INC.		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	NYC		RASHEL CONSTRUCTION CORP		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****1068	RATH MECHANICAL CONTRACTORS, INC.		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP.		3 PARK CIRCLE MIDDLETOWN NY 10940	07/11/2022	07/11/2027
DOL	DA	*****7559	REGAL CONTRACTING INC.		24 WOODBINE AVE NORTHPORT NY 11768	10/01/2020	10/01/2025
DOL	DOL		RICHARD REGGIO		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	DOL		ROBBYE BISSESAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	07/11/2022	07/11/2027
DOL	DOL	*****7172	RZ & AL INC.		198 RIDGE AVENUE VALLEY STREAM NY 11581	06/06/2022	06/06/2027
DOL	DOL		SAL FRESINA MASONRY CONTRACTORS, INC.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		SAL MASONRY CONTRACTORS, INC.		(SEE COMMENTS) SYRACUSE NY 13202	07/16/2021	07/16/2026
DOL	DOL	*****9874	SALFREE ENTERPRISES INC		P.O BOX 14 2821 GARDNER RDPOMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		SALVATORE A FRESINA A/K/A SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DOL		SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DA	*****0476	SAMCO ELECTRIC CORP.		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	NYC	*****1130	SCANA CONSTRUCTION CORP.		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL	*****2045	SCOTT DUFFIE	DUFFIE'S ELECTRIC, INC.	P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	DOL		SCOTT DUFFIE		P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	DA		SILVANO TRAVAJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DOL	*****0440	SOLAR GUYS INC.		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	NYC		SOMATIE RAMSUNAHAI		115-46 132ND ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL	*****2221	SOUTH BUFFALO ELECTRIC, INC.		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC	*****3661	SPANIER BUILDING MAINTENANCE CORP		200 OAK DRIVE SYOSSET NY 11791	03/14/2022	03/14/2027
DOL	DOL		STANADOS KALOGELAS		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD	08/11/2003	08/11/3003

NYSDOL Bureau of Public Work Debarment List 01/31/2025

Article 8

DOL	DOL	*****9528	STEEL-IT, LLC.		17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL	*****3800	SUBURBAN RESTORATION CO. INC.		5-10 BANTA PLACE FAIR LAWN PLACE NJ 07410	03/29/2021	03/29/2026
DOL	DOL	*****9150	SURGE INC.		8269 21ST STREET BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL		SYED MUHAMMAD S. JAFRI A/K/A SHARRUKH JAFRI		4307 28TH AVE ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	DOL		SYED RAZA		198 RIDGE AVENUE NY 11581	06/06/2022	06/06/2027
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		TERRY THOMPSON		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL	*****9733	TERSAL CONSTRUCTION SERVICES INC		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13208	07/16/2021	07/16/2026
DOL	DOL		TERSAL CONTRACTORS, INC.		221 GARDNER RD P.O BOX 14POMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		TERSAL DEVELOPMENT CORP.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATIO N	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	*****2426	THE MATRUKH GROUP, INC.		4307 28TH AVE PO BOX 9082ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	DOL		TIMOTHY PERCY		29807 ANDREWS ROAD BLACK RIVER NY 13612	10/17/2023	10/17/2028
DOL	DA	*****1050	TRI STATE CONSTRUCTION OF NY CORP.		50-39 175TH PLACE FRESH MEADOWS NY 11365	03/28/2022	03/28/2027
DOL	DA	*****4106	TRIPLE H CONCRETE CORP		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****8210	UPSTATE CONCRETE & MASONRY CONTRACTING CO INC		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	*****6418	VALHALLA CONSTRUCTION, LLC.		796 PHLEPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	NYC	*****2426	VICKRAM MANGRU	VICK CONSTRUCTI ON	21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	NYC		VICKRAM MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		VIKTORIA RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL		VINCENT CORRAO		PO BOX 393 NANUET NY 10954	09/17/2024	09/17/2029
DOL	DOL	*****8266	WILLIAM CHRIS MCCLENDON	MCCLENDON ASPHALT PAVING	1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM CHRIS MCCLENDON		1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM G. PROERFRIEDT		85 SPRUCEWOOD ROAD WEST BABYLON NY 11704	01/19/2021	01/19/2026
DOL	DOL	*****5924	WILLIAM G. PROPHY, LLC	WGP CONTRACTIN G, INC.	54 PENTAQUIT AVE BAYSHORE NY 11706	01/19/2021	01/19/2026
DOL	DOL		WILLIAM SCRIVENS		4192 SIR ANDREW CIRCLE DOYELSTOWN PA 18902	07/18/2024	07/18/2029
DOL	DOL		XENOFON EFTHIMIADIS		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028



Kenneth W. Jenkins, Westchester County Executive

PROJECT LABOR AGREEMENT (PLA)

**DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION
Division of Engineering**

PROJECT LABOR AGREEMENT
(Contract No. *{Insert Contract Number}*)

COVERING

CONSTRUCTION PERFORMED

ON BEHALF OF

WESTCHESTER COUNTY, NEW YORK

TABLE OF CONTENTS

Article 1 - Preamble	1
Section 1 - Parties to the Agreement.....	2
Article 2 - General Conditions	2
Section 1 - Definitions	2
Section 2 - Conditions for Agreement to Become Effective.....	2
Section 3 - Entities Bound & Administration of Agreement	2
Section 4 - Supremacy Clause	3
Section 5 - Liability.....	3
Section 6 - The County	3
Section 7 - Availability & Applicability to All Successful Bidders	4
Article 3 - Scope of This Agreement.....	4
Section 1 - The Work	4
Section 2 - Excluded Employees.....	4
Section 3 - Non-Application to Certain Entities	5
Section 4 - County Liability	5
Article 4 - Union Recognition and Employment	6
Section 1 - Pre-Hire Recognition	6
Section 2 - Union's Referral	6
Section 3 - Non-Discrimination in Referrals	7
Section 4 - Minority and Female Referrals	7
Section 5 - Cross and Qualified Referrals.....	7
Section 6 - Union Dues	8
Section 7 - Trade Forepersons and General Forepersons.....	8
Article 5 - Union Representation	8
Section 1 - Local Union Representative.....	8
Section 2 - Stewards.....	8
Section 3 - Layoff of a Steward	9
Article 6 - Management's Rights	9
Section 1 - Reservation of Rights	9
Section 2 - Materials, Methods & Equipment.....	10
Article 7 - Work Stoppages and Lockouts.....	10
Section 1 - No Strikes - No Lockouts	10
Section 2 - Discharge for Violation	10
Section 3 - Notification	10
Section 4 - Expedited Arbitration	11
Section 5 - Arbitration of Discharges.....	12
Article 8 - Labor Management Committee.....	12
Section 1 - Subjects.....	12
Section 2 - Composition.....	13
Article 9 - Grievance & Arbitration Procedure	13
Section 1 - Procedure for Resolution of Grievances	13
Section 2 - Limitation as to Retroactivity	14
Article 10 - Jurisdictional Disputes	14
Section 1 - No Disruptions.....	14
Section 2 - Assignment	15
Section 3 - Procedure for Settlement of Jurisdictional Disputes.....	15

Section 4 - Award	15
Section 5 - Limitations	16
Section 6 - No Interference with Work	16
Article 11 - Wages and Benefits	16
Section 1 - Classification and Base Hourly Rate	16
Section 2 - Employee Benefit Funds.....	16
Article 12 - Hours of Work, Premium Payments, Shifts and Holidays.....	17
Section 1 - Work Week and Work Day	17
Section 2 - Overtime	18
Section 3 - Shifts	18
Section 4 - Holidays	19
Section 5 - Reporting Pay	19
Section 6 - Payment Of Wages	20
Section 7 - Emergency Work Suspension	20
Section 8 - Injury-Disability	20
Section 9 - Time Keeping	21
Section 10 - Meal Period.....	21
Section 11 - Break Periods.....	21
Article 13 - Apprentices.....	21
Section 1 - Ratios	21
Section 2 - Department of Labor.....	22
Article 14 - Safety Protection of Person and Property	22
Section 1 - Safety Requirements	22
Section 2 - Contractor Rules	22
Section 3 - Inspections	22
Article 15 - No Discrimination	22
Section 1 - Cooperative Efforts.....	22
Section 2 - Language of Agreement.....	23
Article 16 - General Terms.....	23
Section 1 - Project Rules	23
Section 2 - Tools of the Trade.....	23
Section 3 - Supervision	23
Section 4 - Travel Allowances	23
Section 5 - Full Work Day	24
Section 6 - Cooperation.....	24
Article 17 - Savings and Separability	24
Section 1 - This Agreement	24
Section 2 - The Bid Specifications	24
Section 3 - Non-Liability	24
Section 4 - Non-Waiver	25
Article 18 - Future Changes in Schedule “A” Collective Bargaining Agreements	25
Section 1 - Changes to Collective Bargaining Agreements	25
Section 2 - Labor Disputes during Collective Bargaining Agreement Negotiations	25
Article 19 – Workers’ Compensation ADR	26
Signatures	27
Schedule “A” Local Collective Bargaining Agreements.....	28

**PROJECT LABOR AGREEMENT
COVERING CONSTRUCTION WORK PERFORMED
ON BEHALF OF WESTCHESTER COUNTY, NEW YORK**

ARTICLE 1 - PREAMBLE

WHEREAS, *{Insert Name of Contractor}* (the “Contractor”) on behalf of itself, and reflecting the objectives of the owner, **Westchester County, New York** (the “County”), desires to provide for the efficient, safe, quality, and timely completion of the following construction project: *{Insert Contract Title}* (the “Project”) in a manner designed to afford the lowest reasonable costs to the County and the public it represents, and the advancement of public policy objectives;

WHEREAS, this Project Labor Agreement will foster the achievement of these goals, inter alia, by:

1. avoiding the costly delays of potential strikes, slowdowns, walkouts, picketing and other disruptions arising from work disputes and promote labor harmony and peace for the duration of the Project;
2. standardizing the terms and conditions governing the employment of labor on the Project;
3. permitting wide flexibility in work scheduling and shift hours and times;
4. receiving negotiated adjustments to work rules and staffing requirements from those which otherwise might control;
5. providing comprehensive and standardized mechanisms for the settlement of work disputes, including but not limited to, those relating to jurisdiction;
6. ensuring a reliable source of skilled and experienced labor;
7. furthering public policy objectives as to improved employment opportunities for minorities, women and the economically disadvantaged in the construction industry;
8. minimizing potential losses of revenues through timely completion of contracts;
9. expediting the construction process and otherwise minimizing the inconveniences of citizens of the County; and

WHEREAS, the parties desire to maximize Project safety conditions for both workers and the public;

NOW, THEREFORE, the parties enter into this Agreement:

SECTION 1 - PARTIES TO THE AGREEMENT

This is a Project Labor Agreement (“Agreement”) entered into by and between the Contractor, on behalf of itself and its successors, assigns and its subcontractors engaged in On-Site Project Work as defined in Article 3; and by the Building and Construction Trades Council of Westchester and Putnam Counties, New York AFL-CIO, on behalf of itself and all of its affiliated Local Unions that perform On-Site Project Work and their members.

ARTICLE 2 - GENERAL CONDITIONS

SECTION 1 - DEFINITIONS

Throughout this Agreement, “Council” shall refer to the Building and Construction Trades Council of Westchester and Putnam Counties, New York AFL-CIO. “Local Unions” shall refer to all of the Council’s affiliated Local Unions that perform On-Site Project Work and their members. “Contractor(s)” shall include the Contractor, all other contractors who sign a similar Project Labor Agreement in connection with the Project and their subcontractors of whatever tier, engaged in On-Site Project Work within the scope of this Agreement as defined in Article 3.

SECTION 2 - CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE

This Agreement shall not become effective unless each of the following conditions is met: (1) the Agreement is signed by the Council on behalf of itself and all of its affiliated Local Unions that perform On-Site Project Work; (2) the Agreement is signed by the Contractor; and (3) the Agreement is approved by the County.

SECTION 3 - ENTITIES BOUND & ADMINISTRATION OF AGREEMENT

This Agreement shall be binding on the Council, the Local Unions and the Contractors performing On-site Project Work, including site preparation and staging areas, as defined in Article 3. The Contractors shall include in any subcontract that they let, for performance during the term of this Agreement, a requirement that each and every one of their subcontractors, of whatever tier, become bound by this Agreement with respect to subcontracted work performed within the scope of Article 3. This Agreement shall be administered by the Contractor, on behalf of itself and its subcontractors. In the event a

Contractor desires to review the provisions of a Local Union's collective bargaining agreement, that Contractor shall request a copy of same from the Council and the Council shall provide same without delay.

SECTION 4 - SUPREMACY CLAUSE

This Agreement together with the applicable collective bargaining agreements of the Local Unions, copies of which can be obtained from the Council, represents the complete understanding of all signatories and supersedes any national agreement, local agreement or collective bargaining agreement of any type which would otherwise apply to this Project, in whole or in part. Where a subject covered by the provisions, explicit or implicit, of this Agreement is also covered by the collective bargaining agreements of one or more of the Local Unions, the provisions of this Agreement shall prevail. It is further understood that no Contractor or subcontractor shall be required to sign any other agreement with the Council or the Local Unions as a condition of performing work on this Project. No practice, understanding or agreement between a Contractor and a Local Union which is not set forth or referenced in this Agreement shall be binding on this Project unless endorsed in writing by the Contractor or subcontractor.

SECTION 5 - LIABILITY

The liability of any Contractor or subcontractor and the liability of any Local Union under this Agreement shall be several and not joint. The Contractor and any subcontractor shall not be liable for any violations of this Agreement by any other contractor, and the Council and Local Unions shall not be liable for any violations of this Agreement by any other Local Union.

SECTION 6 - THE COUNTY

The County requires in its bid specifications that all successful bidders become bound by and signatory to this Agreement for work within the scope of Article 3. In addition, all of their subcontracts shall provide that their subcontractors are subject to all terms and conditions set forth in this Agreement as if signatories thereto. The County is not a party to this Agreement and shall not be liable in any manner under this Agreement. It is understood that nothing in this Agreement shall be construed as limiting the sole discretion of the County in determining which Contractors shall be awarded contracts for Project work; nor as limiting any of the rights or remedies of the County as set forth in any and all of the Contract Documents that pertain in any way to the Project. It is further understood that the County has sole discretion at any time to terminate, delay or suspend the work, in whole or in part, on this Project.

SECTION 7 - AVAILABILITY & APPLICABILITY TO ALL SUCCESSFUL BIDDERS

The Local Unions agree that this Agreement will be made available to, and will fully apply to any successful bidder for Project work who becomes signatory hereto, without regard to whether that successful bidder performs work at other sites on either a union or non-union basis and without regard to whether employees of such successful bidder are, or are not, members of any union. This Agreement shall not apply to the work of any contractor or subcontractor which is performed at any location other than the Project site, as defined in Article 3, Section 1.

ARTICLE 3 - SCOPE OF THIS AGREEMENT

The Project work covered by this Agreement shall be as defined and limited by the following sections of this Article.

SECTION 1 - THE WORK

This Agreement shall only apply to On-Site Project Work performed in connection with the Project.

“On-Site Project Work” shall be defined to include Project work performed at the Project site and preparation and staging areas located within 15 miles of the Project site.

SECTION 2 - EXCLUDED EMPLOYEES

The following persons are not subject to the provisions of this Agreement, even though performing On-Site Project Work:

- a) Superintendents, supervisors (excluding field engineers/supervisors, general and forepersons specifically covered by a Local Union’s collective bargaining agreement), engineers, inspectors and testers, quality control/assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers, guards, technicians, non-manual employees, and all professional, engineering, administrative and management persons;
- b) Employees of the County, or of any State agency, authority or entity or employees of any municipality or other public employer;
- c) Employees and entities engaged in off-site manufacture, modifications, repair, maintenance, assembly, painting, handling or fabrication of components, materials, equipment or machinery or involved in deliveries to and from the Project site, excepting local deliveries of all major

construction materials including fill, ready mix concrete, asphalt and sub-base stone/gravel materials which are covered by this Agreement;

- d) Employees of the Contractor, other contractors or subcontractors excepting those performing manual, on-site construction labor who will be covered by this Agreement;
- e) Employees engaged in on-site equipment maintenance/warranty work. When a Contractor has on site an employee already certified by the relevant manufacturer to make warranty repairs on that Contractor's equipment, that employee shall be used; when a Contractor has on site an employee already qualified to make warranty repairs, although not certified by the equipment manufacturer to do so, that employee shall be used to make repairs working under the direction of a manufacturer certified warranty representative. Notwithstanding the foregoing, if a Contractor, in order to satisfy the warranty requirements of a manufacturer must utilize a person or entity designated by the manufacturer, it may do so without coverage under this Agreement;
- f) Employees engaged in laboratory or specialty testing or inspections whether on or off-site.
- g) Employees engaged in geophysical testing (whether land or water) other than boring for core samples;
- h) Employees engaged in ancillary Project work performed by third parties such as electric utilities, gas utilities, telephone companies, and railroads.

SECTION 3 - NON-APPLICATION TO CERTAIN ENTITIES

This Agreement shall not apply to the parents, affiliates, subsidiaries, or other joint or sole ventures of any Contractors which do not perform work at this Project. It is agreed, for the purposes of this Agreement only, that this Agreement does not have the effect of creating any joint employment, single employer or alter ego status among the County and the Contractors. This Agreement shall further not apply to the County or any other state agency, authority, or other municipal or public entity and nothing contained herein shall be construed to prohibit or restrict the County or its employees or any other state authority, agency or entity and its employees from performing on or off-site work related to the Project.

SECTION 4 - COUNTY LIABILITY

The County shall not be liable, directly or indirectly, to any party for any act or omission of the Contractor, any other contractors or subcontractors, the Council or Local Unions, including but not limited to, any violation or breach of this Agreement by any of the aforementioned.

ARTICLE 4 - UNION RECOGNITION AND EMPLOYMENT

SECTION 1 - PRE-HIRE RECOGNITION

The Contractors recognize the Local Unions as the sole and exclusive bargaining representatives of all trade employees who are performing On-Site Project Work within the scope of this Agreement as defined in Article 3.

SECTION 2 - UNION'S REFERRAL

- A. The Contractors agree to hire trade employees covered by this Agreement through the job referral system and hiring halls (where the referrals meet the qualifications set forth in items 1, 2 and 4 of subparagraph B below) established in the collective bargaining agreements of the applicable Local Unions listed in Schedule A. Notwithstanding this, the Contractors shall have the sole right to determine the competency of all referrals; the number of employees required; the selection of employees to be laid off (except as provided in Article 5, Section 3); and to reject any applicant referred by a Local Union, subject to the show-up payments required in the applicable Local Union's collective bargaining agreement. In the event that a Local Union is unable to fill any request for qualified employees within a 48 hour period after such requisition is made by the Contractor (Saturdays, Sundays and Holidays excepted), the Contractor may employ qualified applicants from any other available source. In the event that the Local Union does not have a job referral system, the Contractor shall give the Local Union first preference to refer applicants, subject to the other provisions of this Article. The Contractor shall notify the applicable Local Union of trade employees hired within its jurisdiction from any source other than referral by the Local Union.
- B. A Contractor may request by name, and the Local Union will honor, referral of persons who have applied to the Local Union for On-Site Project Work and who meet the following qualifications as determined by a committee of 3 persons (the "Committee") designated, respectively, by the applicable Local Union, the Contractor and a mutually selected third party or, in the absence of agreement, the permanent arbitrator (or designee) designated in Article 7:
1. possess licenses required by New York State law for the On-Site Project Work to be performed by that individual;
 2. have worked a total of at least 1000 hours in the applicable construction trade during the prior 3 years;

3. were on the Contractor's active payroll for at least 60 out of the 180 calendar days prior to the contract award;
 4. have demonstrated ability to safely perform the basic functions of the applicable trade.
- C. No more than 12 per centum of the employees covered by this Agreement, per Contractor by trade, shall be hired through the special provisions above (any fraction shall be rounded to the next highest whole number).
- D. The Committee may also allow a Contractor, subject to the above per centum, to employ apprentice equivalents to afford an opportunity to minority, women or economically disadvantaged persons for entry into the construction industry outside of the formal apprenticeship program.

SECTION 3 - NON-DISCRIMINATION IN REFERRALS

The Local Unions represent that their hiring halls and referral systems will be operated in a non-discriminatory manner and in full compliance with all applicable federal, state and local laws and regulations which require equal employment opportunities. Referrals shall not be affected in any way by the rules, regulations, bylaws, constitutional provisions or any other aspects or obligations of union membership, policies or requirements and shall be subject to such other conditions as are established in this Article. No employment applicant shall be discriminated against by any referral system or hiring hall because of the applicant's union membership, or lack thereof.

SECTION 4 - MINORITY AND FEMALE REFERRALS

In the event a Local Union either fails, or is unable, to refer qualified minority or female applicants in percentages equaling Project affirmative action goals as set forth in the County's Project specifications, the Contractor may employ qualified minority or female applicants from any other available source.

SECTION 5 - CROSS AND QUALIFIED REFERRALS

The Local Union shall not knowingly refer to a Contractor an employee then employed by another Contractor working under this Agreement. The Local Unions will exert their utmost efforts to recruit sufficient numbers of skilled and qualified trade employees to fulfill the requirements of the Contractor.

SECTION 6 - UNION DUES

All employees covered by this Agreement shall be subject to the union security provisions contained in the applicable Local Unions' collective bargaining agreements as amended from time to time, but only for the period of time during which they are performing On-Site Project Work and only to the extent of rendering payment of the applicable monthly union dues uniformly required for union membership in the applicable Local Union which represents the trade in which the employee is performing On-Site Project Work. No employee shall be discriminated against at the Project site because of the employee's union membership or lack thereof. In the case of unaffiliated employees, the dues payment will be received by the Local Unions as an agency shop fee.

SECTION 7 - TRADE FOREPERSONS AND GENERAL FOREPERSONS

- A. The selection of trade forepersons and/or general forepersons and the number of forepersons required shall be solely the responsibility of the Contractor except where otherwise provided by specific provisions of an applicable Local Union's collective bargaining agreement. All forepersons shall take orders exclusively from the designated Contractor representatives. Trade forepersons shall be designated as working forepersons at the request of the Contractor, except when an existing Local Union's collective bargaining agreement prohibits a foreperson from working when the tradepersons he is leading exceed a specified number.
- B. There will be no non-productive employees of any title on the Project.

ARTICLE 5 - UNION REPRESENTATION

SECTION 1 - LOCAL UNION REPRESENTATIVE

Each Local Union representing employees who perform On-Site Project Work shall be entitled to designate in writing (copy to Contractor) one representative, and/or the Business Manager, who shall be afforded access to the Project. The Contractor shall provide a copy of such notification to each of its subcontractors.

SECTION 2 - STEWARDS

- A. Each Local Union shall have the right to designate a working journeyman as a Steward and an alternate, and shall notify the Contractor of the identity of the designated Steward (and alternate) prior to the assumption of such duties. Stewards shall not exercise supervisory functions and will

receive the regular rate of pay for their trade classifications. There will be no non-working Stewards on the Project.

- B. In addition to their work as employees, Stewards shall have the right to receive complaints or grievances and to discuss and assist in their adjustment with the Contractor's appropriate supervisor. Each Steward shall be concerned with the employees of the Steward's Contractor, and, if applicable, subcontractors of the Contractor, but not with the employees of any other contractor. The Contractor will not discriminate against the Steward in the proper performance of Union duties.
- C. The Stewards shall not have the right to determine when overtime shall be worked, or who shall work overtime except pursuant to a provision in a Local Union's collective bargaining agreement providing procedures for the equitable distribution of overtime.

SECTION 3 - LAYOFF OF A STEWARD

Contractors agree to notify the appropriate Union 24 hours prior to the layoff of a Steward, except in cases of discipline or discharge for just cause. If a Steward is protected against layoff by a Local Union's collective bargaining agreement, such provisions shall be recognized to the extent the Steward possesses the necessary qualifications to perform the work required. In any case in which a Steward is discharged or disciplined for just cause, the Local Union involved shall be notified immediately by the Contractor.

ARTICLE 6 - MANAGEMENT'S RIGHTS

SECTION 1 - RESERVATION OF RIGHTS

Except as expressly limited by a specific provision of this Agreement, the Contractor retains full and exclusive authority for the management of the Project operations including, but not limited to: the right to direct the work force, including determination as to the number to be hired and the qualifications therefore; the promotion, transfer, and layoff of its employees; the discipline or discharge for just cause of its employees; the assignment and schedule of work; the promulgation of reasonable Project work rules; and, the requirement, timing and number of employees to be utilized for overtime work. No rules, customs, or practices which limit or restrict productivity or efficiency of the individual, as determined by the Contractor, and/or joint working efforts with other employees shall be permitted or observed.

SECTION 2 - MATERIALS, METHODS & EQUIPMENT

There shall be no limitation or restriction upon the Contractor's choice of materials, techniques, methods, technology or design, or, regardless of source or location, upon the use and installation of equipment, machinery, package units, pre-cast, pre-fabricated, pre-finished, or pre-assembled materials, tools or other labor-saving devices. Contractors may, without restriction, install or use materials, supplies or equipment regardless of their source. The on-site installation or application of such items shall be performed by the trade having jurisdiction over such work; provided, however, it is recognized that other personnel having special qualifications may participate, in a supervisory capacity, in the installation, check-off or testing of specialized or unusual equipment or facilities as designated by the Contractor. There shall be no restrictions as to work which is not On-Site Project Work.

ARTICLE 7 - WORK STOPPAGES AND LOCKOUTS

SECTION 1 - NO STRIKES - NO LOCKOUTS

There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns, hand billing, demonstrations or other disruptive activity at the Project for any reason by any Local Union or employee against any Contractors or employer while performing On-Site Project Work. There shall be no other Local Union, or concerted or employee activity which disrupts or interferes with the operation of the Contractors or the County. Failure of any Local Union or employee to cross any picket line established by any union, signatory or non-signatory to this Agreement, or the picket or demonstration line of any other organization, at or in proximity to the On-Site Project Work shall be deemed a violation of this Article. There shall be no lockout at the Project by any Contractor. Contractors and Local Unions shall take all steps necessary to ensure compliance with this Section 1 and to ensure uninterrupted construction for the duration of this Agreement.

SECTION 2 - DISCHARGE FOR VIOLATION

Contractors may discharge any employee violating Section 1, above, and any such employee will not be eligible thereafter for referral under this Agreement for a period of 100 days.

SECTION 3 - NOTIFICATION

If the Contractor contends that any Local Union has violated this Article, it will notify the President of the Council advising of such fact, with copies of the notification to the Local Union. The President of the Council shall instruct, order and otherwise use its best efforts to cause the employees and/or the Local

Unions to immediately cease and desist from any violation of this Article. The Council, in complying with these obligations, shall not be liable for the unauthorized acts of a Local Union or its members.

SECTION 4 - EXPEDITED ARBITRATION

Any Contractor or Local Union alleging a violation of Section 1 of this Article may utilize the expedited procedure set forth below in lieu of, or in addition to, any actions at law or equity that may be brought.

- A. A party invoking this procedure shall notify the American Arbitration Association to appoint an Arbitrator under this expedited arbitration procedure. Copies of such notification will be simultaneously sent to the alleged violator and, if a Local Union is alleged to be in violation, its International Union, the Council, and the Contractor.
- B. Upon appointment in accordance with the rules and regulations of the American Arbitration Association for an expedited arbitration proceeding, the Arbitrator shall thereupon, after notice as to time and place to the Contractor, the Local Union involved, and the Council hold a hearing within 48 hours of receipt of the notice invoking the procedure if it is contended that the violation still exists. The hearing will not, however, be scheduled for less than 24 hours after the notice to the Council required by Section 3, above.
- C. All notices pursuant to this Article may be by telephone, telegraph, hand delivery, or fax, confirmed by overnight delivery, to the Arbitrator, Contractor, the involved Local Union and the Council. The hearing may be held on any day including Saturdays or Sundays. The hearing shall be completed in one session, which shall not exceed 8 hours duration (no more than 4 hours being allowed to either side to present their case, and conduct their cross examination) unless otherwise agreed. A failure of any Local Union or Contractor to attend the hearing shall not delay the hearing of evidence by those present or the issuance of an award by the Arbitrator.
- D. The sole issue at the hearing shall be whether a violation of Section 1, above, occurred. If a violation is found to have occurred, the Arbitrator shall issue a Cease and Desist Award restraining such violation and serve copies on the Contractor and the Local Union involved. The Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages, which issue is reserved solely for court proceedings, if any. The Award shall be issued in writing within 3 hours after the close of the hearing, and may be issued without an Opinion. If any involved party desires an Opinion, one shall be issued within 15 calendar days, but its issuance shall not delay compliance with, or enforcement of, the Award.

- E. An Award issued under this procedure may be enforced by any court of competent jurisdiction upon the filing of this Agreement, together with the Award. Notice of the filing of such enforcement proceedings shall be given to the Local Union or Contractor involved. In any court proceeding to obtain a temporary or preliminary order enforcing the Arbitrator's award as issued under this expedited procedure, the involved Local Union and Contractor waive their right to a hearing and agree that such proceedings may be ex parte, provided notice is given to opposing counsel. Such agreement does not waive any party's right to participate in a hearing for a final court order of enforcement or in any contempt proceeding.
- F. Any rights created by statute or law governing arbitration proceedings which are inconsistent with the procedure set forth in this Article, or which interfere with compliance thereto, are hereby waived by the Contractors and Local Unions to whom they accrue.
- G. The fees and expenses of the Arbitrator shall be equally divided between the involved Contractor and Local Union.

SECTION 5 - ARBITRATION OF DISCHARGES

Procedures contained in Article 9 shall not be applicable to any alleged violation of this Article, with the single exception that an employee discharged for violation of Section 1, above, may have recourse to the procedures of Article 9 to determine only if the employee did, in fact, violate the provisions of Section 1 of this Article; but not for the purpose of modifying the discipline imposed where a violation is found to have occurred.

ARTICLE 8 - LABOR MANAGEMENT COMMITTEE

SECTION 1 - SUBJECTS

The Project Labor Management Committee (the "Labor Management Committee") will meet on a regular basis to: 1) promote harmonious relations among the contractors and Unions; 2) enhance safety awareness, cost effectiveness and productivity of construction operations; 3) protect the public interests; 4) discuss matters relating to staffing and scheduling with safety and productivity as considerations; 5) review Affirmative Action and equal employment opportunity matters pertaining to the Project; and 6) discuss such other matters as may be desirable or necessary in furtherance of the expeditious completion of the Project.

SECTION 2 - COMPOSITION

The Labor Management Committee shall be composed of one designee each of the Council, the Contractors and the Local Unions involved in the issues being discussed. The Labor Management Committee may conduct business through mutually agreed sub-committees.

ARTICLE 9 - GRIEVANCE & ARBITRATION PROCEDURE

SECTION 1 - PROCEDURE FOR RESOLUTION OF GRIEVANCES

Any question, dispute or claim arising out of, or involving the interpretation or application of this Agreement (other than jurisdictional disputes or alleged violations of Article 7, Section 1) shall be considered a grievance and shall be resolved pursuant to the exclusive procedure described below; provided, in all cases, that the question, dispute or claim arose during the term of this Agreement.

Step 1:

- (a) When any employee covered by this Agreement feels aggrieved by a claimed violation of this Agreement, the employee shall, through the Local Union business representative or job steward give notice of the claimed violation to the work site representative of the involved Contractor. To be timely, such notice of the grievance must be given within 14 calendar days after the act, occurrence or event giving rise to the grievance. The business representative of the Local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within 14 calendar days after a timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party, may, within 14 calendar days thereafter, pursue Step 2 of the grievance procedure by serving the involved Contractor with written copies of the grievance setting forth a description of the claimed violation, the date on which the grievance occurred, and the provisions of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 are non-precedential except as to the specific Local Union, employee and Contractor directly involved unless the settlement is accepted in writing by the Contractor as creating a precedent.
- (b) Should any Contractor or Local Union have a dispute (excepting jurisdictional disputes or alleged violations of Article 7, Section 1) with any other Contractor or Local Union and after conferring a settlement is not reached within 14 calendar days, the dispute shall be reduced to writing and proceed to Step 2 in the same manner as outlined in subparagraph (a) for the adjustment of employee grievances.

Step 2:

The Business Manager or designee of the involved Local Union, together with representatives of the Council and the involved Contractor, shall meet in Step 2 within 14 calendar days of service of the written grievance to arrive at a satisfactory settlement.

Step 3:

- (a) If the grievance shall have been submitted but not resolved in Step 2, any of the participating Step 2 entities may, within 21 calendar days after the initial Step 2 meeting, submit the grievance in writing (copies to other participants) to the American Arbitration Association. The Labor Arbitration Rules of the American Arbitration Association shall govern the appointment and conduct of the arbitration hearing, at which all Step 2 participants shall be parties. The decision of the Arbitrator shall be final and binding on the involved Contractor, Local Union and employees and the fees and expenses of such arbitration shall be borne equally by the involved Contractor and Local Union.
- (b) Failure of the grieving party to adhere to the time limits set forth in this Article shall render the grievance null and void. These time limits may be extended only by written consent of the Contractor and the involved Local Union at the particular step where the extension is agreed upon. The Arbitrator shall have authority to make decisions only on the issues presented to him and shall not have the authority to change, add to, delete or modify any provision of this Agreement.

SECTION 2 - LIMITATION AS TO RETROACTIVITY

No arbitration decision or award may provide retroactivity of any kind exceeding 60 calendar days prior to the date of service of the written grievance on the Contractor or Local Union.

ARTICLE 10 - JURISDICTIONAL DISPUTES

SECTION 1 - NO DISRUPTIONS

There will be no strikes, sympathy strikes, work stoppages, slowdowns, picketing or other disruptive activity of any kind arising out of any jurisdictional dispute. Pending the resolution of the dispute, the work shall continue uninterrupted and as assigned by the Contractor. No jurisdictional dispute shall excuse a violation of Article 7.

SECTION 2 - ASSIGNMENT

All On-Site Project Work assignments shall be made pursuant to law.

SECTION 3 - PROCEDURE FOR SETTLEMENT OF JURISDICTIONAL DISPUTES

- A. Any Local Union having a jurisdictional dispute with respect to On-Site Project Work assigned to another Local Union will submit the dispute in writing to the Administrator, Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (“the Plan”) within 72 hours and send a copy of the letter to the Local Union and the International Union involved, the President of the Council, the County and the Contractor involved. Upon receipt of a dispute letter from any Local Union, the Administrator will invoke the procedures set forth in the Plan to resolve the jurisdictional dispute. The jurisdictional dispute letter shall contain the information described in Article IV of the Plan.
- B. Within 5 calendar days of receipt of the dispute letter, there shall be a meeting of the Contractor involved, the Local Unions involved and the President of the Council for the purpose of resolving the jurisdictional dispute.
- C. If the dispute remains unresolved after this meeting, the parties will proceed to final and binding arbitration in accordance with the principles and procedures set forth in the rules of the Plan.
- D. The Arbitrator will render a short-form decision within 5 days of the hearing based upon the evidence submitted at the hearing, with a full written decision to follow within 30 days of the close of the hearing.
- E. This Jurisdictional Dispute Resolution Procedure will only apply to On-Site Project Work performed by Local Unions. A representative of the County and the International Union involved may also attend the meeting.
- F. Any Local Union involved in a jurisdictional dispute on this Project shall continue working in accordance with Section 2 above and without disruption of any kind.
- G. Copies of the Plan will be provided by the Council upon request.

SECTION 4 - AWARD

Any jurisdictional award pursuant to Section 3 shall be final and binding on the disputing Local Unions and the involved Contractor on this Project only, and may be enforced in any court of competent

jurisdiction. Such award or resolution shall not establish a precedent on any other construction work not covered by this Agreement. In all disputes under this Article, the involved Contractors shall be considered parties in interest.

SECTION 5 - LIMITATIONS

The Jurisdictional Dispute Arbitrator shall have no authority to assign work to a double crew, that is, to more employees than the minimum required by the involved Contractor to perform the work involved; nor to assign the work to employees who are not qualified to perform work involved; nor to assign work being performed by non-union employees to union employees. This does not prohibit the establishment, with the agreement of the involved Contractor, of composite crews where more than one employee is needed for the job. The aforesaid determinations shall decide only to whom the disputed work belongs.

SECTION 6 - NO INTERFERENCE WITH WORK

There shall be no interference or interruption of any kind with the On-Site Project Work while any jurisdictional dispute is being resolved. The On-Site Project Work shall proceed as assigned by the involved Contractor until finally resolved under the applicable procedure of this Article. The award shall be confirmed in writing to the involved parties. There shall be no strike, work stoppage, or interruption in protest of any such award.

ARTICLE 11 - WAGES AND BENEFITS

SECTION 1 - CLASSIFICATION AND BASE HOURLY RATE

All employees covered by this Agreement shall be classified in accordance with the work performed and paid the base hourly wage rates for those classifications as specified in the applicable Local Unions' collective bargaining agreements, as they may be amended during the term of this Agreement. Recognizing, however, that special conditions may exist or occur on the Project, the parties, by mutual agreement may establish rates and/or hours for one or more classifications which may differ from the applicable collective bargaining agreements. Parties to such agreements shall be the Contractor involved, the involved Local Unions and the Council.

SECTION 2 - EMPLOYEE BENEFIT FUNDS

The Contractors agree to pay contributions on behalf of all employees covered by this Agreement to the established employee benefit funds in the amount designated in the appropriate Local Unions' collective bargaining agreements; provided, however, that the involved Contractors and the Local Unions agree that

only such bona fide employee benefits as are explicitly required under Section 220 of the New York State Labor Law shall be included in this requirement and paid by the Contractors on this Project. Bona fide jointly trusted fringe benefit plans established or negotiated through collective bargaining during the life of this Agreement may be added if similarly protected under Section 220. Contractors shall not be required to contribute to non-Section 220 benefits, trusts or plans.

The Contractors agree to be bound by the written terms of the legally-established Local Union collective bargaining agreement and/or Trust Agreements specifying the detailed basis on which payments are to be paid into, and benefits paid out of, such Trust Funds but only with regard to work done on this Project and only for those employees to whom this Agreement requires such benefit payments. Copies of such Trust Agreements will be provided by the Council upon request.

ARTICLE 12 - HOURS OF WORK, PREMIUM PAYMENTS, SHIFTS AND HOLIDAYS

SECTION 1 - WORK WEEK AND WORK DAY

- A. The standard work week shall consist of 40 hours of work at straight time rates per one of the following schedules:
 - i.) Five-Day Work Week: Monday-Friday; 5 days, 8 hours plus 1/2 hour unpaid lunch period each day.
 - ii.) Four-Day Work Week: Monday-Thursday; 4 days, 10 hours plus 1/2 hour unpaid lunch period each day.
- B. The day shift shall commence between the hours of 6:00 a.m. and 9:00 a.m. and shall end between the hours of 2:00 p.m. and 7:30 p.m. Starting and quitting times shall occur at the staging areas as may be designated by the Contractor.
- C. Scheduling – The Contractor shall have the option of scheduling either a five-day or four-day work week and the work day hours consistent with the Project requirements, the Project schedule and minimization of interference. When conditions beyond the control of the Contractor, such as severe weather, power failure, fire or natural disaster, prevent the performance of On-Site Project Work on a regularly scheduled work day, the Contractor may, with mutual agreement of the involved Local Unions on a trade-by-trade basis, schedule work on Friday (where on four 10s) or Saturday (where on five 8s) during that calendar week in which a work day was lost, at straight

time pay, provided that the employees involved work a total of 40 hours or less during that work week. When conditions on the Project cause the Contractor to stop work or be unable to commence work on the day in question, the Contractor will notify the Local Unions and the employees at that time that Friday or Saturday, as the case may be, will be a make-up day for the affected operation(s) and the Friday or Saturday work will then be at straight time for the day or any portion of the work day that work was stopped. The balance of the day on Friday or Saturday, if any, will be at time and one-half (1/2) the straight time rate of pay. If the Contractor seeks to cancel a day's work in advance of that day and to schedule the following Friday or Saturday as a make-up day, the determination of whether the Contractor is unable to perform the affected work operation(s) shall be jointly made between the Contractor and the involved Local Unions, the Local Unions' agreement not to be unreasonably withheld.

- D. Notice – Contractors shall provide not less than five (5) days prior notice to the Local Unions as to the work week and work hours scheduled to be worked or such lesser notice as may be mutually agreed upon.

SECTION 2 - OVERTIME

Overtime pay for hours outside of the standard work week and work day, described in Paragraph A above, shall be paid in accordance with the applicable Local Unions' collective bargaining agreements. There will be no restriction upon the Contractor's scheduling of overtime or the non-discriminatory designation of employees who work. There shall be no pyramiding of overtime pay under any circumstances. The Contractor shall have the right to schedule work so as to minimize overtime.

SECTION 3 - SHIFTS

- A. Flexible Schedules - Scheduling of shift work shall remain flexible in order to meet Project schedules and existing Project conditions including the minimization of interference with traffic. It is not necessary to work a day shift in order to schedule a second shift. Shifts must be worked a minimum of five consecutive work days, must have prior approval of the Contractor and/or subcontractor, and must be scheduled with not less than five work days notice to the Local Union.
- B. Second Shift - The second shift (starting between 2 p.m. and 8 p.m.) shall consist of 8 hours work (or 10 hours of work) for an equal number of hours pay at the straight time rate plus 15% in lieu of overtime and exclusive of a 1/2 hour unpaid lunch period. Where specifically required by the applicable Local Unions' collective bargaining agreements, employees on second shift, where there are no first shift employees scheduled for that trade, will be paid at time and one-half rates

for such second shift work, but without any shift differential. In all other cases, the first sentence of this paragraph B shall apply.

- C. Flexible Starting Times - Shift starting times will be adjusted by the Contractor as necessary to fulfill Project requirements subject to the notice requirements of Paragraph A.
- D. Four Tens - When working a four-day work week, the standard work day shall consist of 10 hours work for 10 hours of pay at the straight time rate exclusive of an unpaid 1/2 hour meal period and regardless of the starting time. This provision is applicable to night shifts only, and such night shifts are subject to the shift differential in paragraph B above.

SECTION 4 - HOLIDAYS

- A. Schedule - There shall be eight (8) recognized holidays on the Project:

New Year's Day	Labor Day
President's Day	Veterans Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day

All said holidays shall be observed on the dates designated by New York State law. In the absence of such designation, they shall be observed on the calendar date except those holidays which occur on Sunday shall be observed on the following Monday.

- B. Payment - Regular holiday pay, if any, and/or premium pay for work performed on such a recognized holiday shall be in accordance with the applicable Local Unions' collective bargaining agreements.
- C. Exclusivity - No holidays other than those listed in paragraph A above shall be recognized nor observed.

SECTION 5 - REPORTING PAY

- A. Employees who report to the work location pursuant to regular schedule and who are not provided with work or whose work is terminated early by a Contractor, for whatever reason, shall receive minimum reporting pay in accordance with the applicable Local Unions' collective bargaining agreements.
- B. When an employee, who has completed his/her scheduled shift and left the Project site, is "called out" to perform special work of a casual, incidental or irregular nature, the employee shall receive

pay for actual hours worked with a minimum guarantee, as may be required by the applicable Local Union's collective bargaining agreement, at the employee's straight time rate.

- C. When an employee leaves the job or work location of his/her own volition or is discharged for cause or is not working as a result of the Contractor's invocation of Section 7 below, he/she shall be paid only for the actual time worked.
- D. Except as specifically set forth in this Article, there shall be no premiums, bonuses, hazardous duty, high time or other special payment of any kind.
- E. There shall be no pay for time not actually worked except as specifically set forth in this Article and except where an applicable Local Union's collective bargaining agreement requires a full week's pay for forepersons.

SECTION 6 - PAYMENT OF WAGES

- A. Payday - Payment shall be made by check, drawn on a New York bank with branches located within commuting distance of the job site. Paychecks shall be issued by a Contractor at the job site by 10 a.m. on Thursdays. In the event that the following Friday is a bank holiday, paychecks shall be issued on Wednesday of that week. Not more than 3 days wages shall be held back in any pay period. Paycheck stubs shall contain the name and business address of the Contractor, together with an itemization of deductions from gross wages.
- B. Termination - Employees who are laid off or discharged for cause shall be paid in full for that which is due them at the time of termination. The Contractor shall also provide the employee with a written statement setting forth the date of lay off or discharge.

SECTION 7 - EMERGENCY WORK SUSPENSION

A Contractor may, if considered necessary for the protection of life and/or safety of employees or others, suspend all or a portion of On-Site Project Work. In such instances, employees will be paid for actual time worked; provided, however, that when a Contractor requests that employees remain at the job site available for work, employees will be paid for "stand by" time at their hourly rate of pay.

SECTION 8 - INJURY-DISABILITY

An employee who, after commencing work, suffers a work-related injury or disability while performing work duties, shall receive no less than 8 hours wages for that day. Further, the employee shall be rehired

at such time as able to return to duties provided there is still work available on the Project for which the employee is qualified and able to perform.

SECTION 9 - TIME KEEPING

A Contractor may utilize brassing or other systems to check employees in and out. Each employee must check in and out. The Contractor will provide adequate facilities for checking in and out in an expeditious manner.

SECTION 10 - MEAL PERIOD

A Contractor shall schedule an unpaid period of not more than 1/2 hour duration at the work location between the 3rd and 5th hour of the scheduled shift. A Contractor may, for efficiency of operation, establish a schedule which coordinates the meal periods of two or more trades. If an employee is required to work through the meal period, the employee shall be compensated in a manner established in the applicable Local Union's collective bargaining agreement.

SECTION 11 - BREAK PERIODS

There will be no rest periods, organized coffee breaks or other non-working time established during working hours. Individual coffee containers will be permitted at the employee's work location.

ARTICLE 13 - APPRENTICES

SECTION 1 - RATIOS

Recognizing the need to maintain continuing supportive programs designed to develop adequate numbers of competent workers in the construction industry and to provide trade entry opportunities for minorities and women, Contractors will employ apprentices in their respective trades to perform such work as is within their capabilities and which is customarily performed by the trade in which they are indentured. Contractors may utilize apprentices and such other appropriate classifications as are contained in the applicable Local Union's collective bargaining agreement in a ratio not to exceed 25% of the work force by trade (without regard to whether a lesser ratio is set forth in the applicable Local Union's collective bargaining agreement), unless the applicable Local Union's collective bargaining agreement provides for a higher percentage. Apprentices and such other classifications as are appropriate shall be employed in a manner consistent with the provisions of the appropriate Local Union's collective bargaining agreement.

SECTION 2 - DEPARTMENT OF LABOR

To assist the Contractors in attaining a maximum effort on this Project, the Local Unions agree to work in close cooperation with, and accept monitoring by, the New York State Department of Labor and the County to ensure that minorities and women are afforded every opportunity to participate in apprenticeship programs which result in the placement of apprentices on this Project. To further ensure that this contractor effort is attained, up to 50% of the apprentices placed on this Project shall be first year minority or women apprentices as shall be 60% of the apprentice equivalents, placed on the Project, who do not necessarily meet all of the age or entrance requirements for the apprentice program or have not necessarily passed the entrance examination. The Local Unions will cooperate with the contractor requests for minority, women or economically disadvantaged referrals to meet this contractor effort.

ARTICLE 14 - SAFETY PROTECTION OF PERSON AND PROPERTY

SECTION 1 - SAFETY REQUIREMENTS

Each Contractor will ensure that applicable OSHA requirements are at all times maintained on the Project and the employees and the Local Unions agree to cooperate fully with these efforts. Employees must perform their work at all times in a safe manner and protect themselves and the property of the Contractors and the County from injury or harm. Failure to do so will be grounds for discipline, including discharge.

SECTION 2 - CONTRACTOR RULES

Employees covered by this Agreement shall at all times be bound by the reasonable safety, security, and visitor rules as established by the Contractors for this Project. Such rules will be published and posted in conspicuous places throughout the Project.

SECTION 3 - INSPECTIONS

The Contractors retain the right to inspect incoming shipments of equipment, apparatus, machinery and construction materials of every kind.

ARTICLE 15 - NO DISCRIMINATION

SECTION 1 - COOPERATIVE EFFORTS

The Contractors and the Local Unions agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, age or

marital status in any manner prohibited by law or regulation. It is recognized that special procedures may be established by the Contractors, the Local Unions and the New York State Department of Labor for the training and employment of persons who have not previously qualified to be employed on construction projects of the type covered by this Agreement. The parties to this Agreement will assist in such programs and agree to use their best efforts to ensure that the goals for female and minority employment are met on this Project.

SECTION 2 - LANGUAGE OF AGREEMENT

The use of the masculine or feminine gender in this Agreement shall be construed as including both genders.

ARTICLE 16 - GENERAL TERMS

SECTION 1 - PROJECT RULES

The Contractors shall establish such reasonable Project rules as are appropriate for the good order of the Project. These rules will be explained at the pre-job conference and posted at the Project site and may be amended thereafter as necessary. Failure of an employee to observe these rules and regulations shall be grounds for discipline, including discharge. The fact that no order was posted prohibiting a certain type of misconduct shall not be a defense to an employee disciplined or discharged for such misconduct when the action taken is for cause.

SECTION 2 - TOOLS OF THE TRADE

The welding/cutting torch and chain fall are tools of the trade having jurisdiction over the work performed. Employees using these tools shall perform any of the work of the trade. There shall be no restrictions on the emergency use of any tools or equipment by any qualified employee or on the use of any tools or equipment for the performance of work within the employee's jurisdictions.

SECTION 3 - SUPERVISION

Employees shall work under the supervision of the trade foreperson or general foreperson.

SECTION 4 - TRAVEL ALLOWANCES

There shall be no payments for travel expenses, travel time, subsistence allowance or other such reimbursements or special pay except as expressly set forth in this Agreement.

SECTION 5 - FULL WORK DAY

Employees shall be at their staging area at the starting time established by the Contractor and shall be returned to their staging area by quitting time after performing their assigned functions under the supervision of the Contractor. The signatories reaffirm their policy of a fair day's work for a fair day's wage.

SECTION 6 - COOPERATION

The Contractor and the Local Unions will cooperate in seeking any New York State Department of Labor approvals that may be required for implementation of any terms of this Agreement.

ARTICLE 17 - SAVINGS AND SEPARABILITY

SECTION 1 - THIS AGREEMENT

In the event that the application of any provision of this Agreement is enjoined, on either an interlocutory or permanent basis, or otherwise found in violation of law, the provision involved shall be rendered, temporarily or permanently, null and void but the remainder of the Agreement shall remain in full force and effect. In such event, the Agreement shall remain in effect for contracts already bid and awarded or in construction where the Contractor voluntarily accepts the Agreement. The parties to this Agreement will enter into negotiations for a substitute provision in conformity with the law and the intent of the parties for contracts to be let in the future.

SECTION 2 - THE BID SPECIFICATIONS

In the event that the County bid specifications, or other action, requiring that a successful bidder become signatory to this Agreement is enjoined, on either an interlocutory or permanent basis, or otherwise found in violation of law such requirement shall be rendered, temporarily or permanently, null and void but the Agreement shall remain in full force and effect to the extent allowed by law. In such event, the Agreement shall remain in effect for contracts already bid and awarded or in construction where the Contractor voluntarily accepts the Agreement. The parties will enter into negotiations as to modifications to the Agreement to reflect the court action taken and the intent of the parties for contracts to be let in the future.

SECTION 3 - NON-LIABILITY

In the event of an occurrence referenced in Section 1 or Section 2 of this Article, neither the County, the Contractors, or any Local Union shall be liable, directly or indirectly, for any action taken, or not taken, to

comply with any court order, injunction or determination. Project bid specifications will be issued in conformance with court orders then in effect and no retroactive payments or other action will be required if the original court determination is ultimately reversed.

SECTION 4 - NON-WAIVER

Nothing in this Article shall be construed as waiving the prohibitions of Article 7 as to Contractors and Local Unions.

ARTICLE 18 - FUTURE CHANGES IN SCHEDULE "A" COLLECTIVE BARGAINING AGREEMENTS

SECTION 1 - CHANGES TO COLLECTIVE BARGAINING AGREEMENTS

- A. The Contractors and/or Local Unions who are parties to the collective bargaining agreements which are applicable to the On-Site Project Work shall notify the Contractor in writing of any mutually agreed upon changes in provisions of such agreements and the effective dates of such changes.
- B. It is agreed that any provisions negotiated into collective bargaining agreements will not apply to On-Site Project Work if such provisions are less favorable to this Project than those uniformly required of contractors for construction work normally covered by those agreements; nor shall any provision be recognized or applied on this Project if it may be construed to apply exclusively, or predominantly, to work covered by this Agreement.
- C. Any disagreement between signatories to this Agreement over the application to On-Site Project Work of provisions agreed upon in the renegotiation of collective bargaining agreements shall be resolved in accordance with the procedure set forth in Article 9 of this Agreement.

SECTION 2 - LABOR DISPUTES DURING COLLECTIVE BARGAINING AGREEMENT NEGOTIATIONS

The Local Unions agree that there will be no strikes, work stoppages, sympathy actions, picketing, slowdowns or other disruptive activity or other violations of Article 7 affecting the Project by any Local Union involved in the renegotiation of collective bargaining agreements nor shall there be any lock-out on this Project affecting a Local Union during the course of such renegotiations.

ARTICLE 19 – WORKERS’ COMPENSATION ADR

All Local Unions, the Contractor and its subcontractors performing On-Site Project Work agree to adopt and be bound by the Alternative Dispute Resolution Agreement entered into between the Construction Industry Council of Westchester and Hudson Valley, Inc. and the Council (herein after referred to as the “Workers’ Compensation ADR Agreement”).

The Contractor and its subcontractors may provide Workers’ Compensation insurance through an alternative insurance carrier (or through self-insurance) or may use an alternative Program Manager, other than the primary carrier or Program Manager designated in Article III, Section 2 of the Workers’ Compensation ADR Agreement. The use of an alternative carrier (or self-insurance) and/or Program Manager is subject to approval by the Workers’ Compensation ADR Agreement Oversight Committee, which approval shall not be unreasonably withheld.

The determination to utilize the Workers’ Compensation ADR Agreement will be at the exclusive option of the County.

SIGNATURES

IN WITNESS WHEREOF the parties have caused this Agreement to be executed and effective as the ____ day of _____, 20__.

**BUILDING AND CONSTRUCTION TRADES COUNCIL OF
WESTCHESTER AND PUTNAM COUNTIES, NEW YORK, AFL-CIO
on behalf of itself and its affiliated Local Unions.**

BY: _____
PRESIDENT

DATE: _____

BY: _____
VICE-PRESIDENT

DATE _____

BY: _____
SECRETARY-TREASURER

DATE _____

{INSERT NAME OF CONTRACTOR}

BY: _____
(Name & Title)

DATE _____

**APPROVED BY:
COUNTY OF WESTCHESTER**

BY: _____
Commissioner of Public Works and Transportation

DATE: _____

Approved as to form:

Sr. Assistant County Attorney
County of Westchester

SCHEDULE “A”

LOCAL COLLECTIVE BARGAINING AGREEMENTS

Below is a list of the affiliate Local Unions of the Building and Construction Trades Council of Westchester and Putnam Counties, New York, AFL-CIO (“Council”). Copies of the applicable Collective Bargaining Agreements of the Local Unions can be obtained by writing to the Building and Construction Trades Council Westchester and Putnam Counties, New York AFL-CIO at 258 Saw Mill River Road, Elmsford, New York 10523, Attn: Edward Doyle, President.

1. Asbestos Workers Local #91 (International Association of Heat and Frost Insulators and Asbestos Workers).
2. Boilermakers Local #5
3. Bricklayers and Allied Craftworkers Local #5 New York
4. Bridge Painters Local 806
5. Dockbuilders Local Union 1456
6. Empire State Regional Council of Carpenters, Reg. 2, Local 11
7. Glaziers Local 1281
8. International Association of Bridge and Structural Ironworkers Local Union 40
9. International Brotherhood of Electrical Workers Local Union 363
10. International Brotherhood of Painters & Allied Trades District Council 9 of New York
11. International Union of Operating Engineers Local 15, 15A, 15B, 15C and 15D
12. International Union of Operating Engineers Local Unions No. 137, 137A, 137B, 137C, 137R
13. Iron Workers District Council of Greater New York and Vicinity
14. IUOE Local No. 30 – Operating Engineers
15. Laborers’ International Union of N.A. Local 235 of Westchester and Putnam Counties, New York AFL-CIO
16. Local One International Union of Elevator Constructors of New York and New Jersey – (AFL-CIO)
17. Local Union #3 International Brotherhood of Electrical Workers
18. Metal Polishers Local 8A-28A
19. Metallic Lathers Local No. 46
20. Millwright and Machinery Erectors Local Union No. 740
21. Operative Plasterers’ and Cement Masons’ International Association Local 530
22. Ornamental Ironworkers Local Union No. 580
23. Plumbers and Steamfitters Local 21
24. Resilient Floor Coverers Local No. 2287

25. Road Sprinkler Fitters Local 669
26. Sheet Metal Workers' International Association Local 137
27. Sheet Metal Workers' Local Union 38
28. Stone Derrickmen and Riggers Local Union No. 197
29. Teamsters Local 813 (Waste Removal)
30. Teamsters Local No. 814 (Moving & Storage)
31. Teamsters Local Union No. 456 (Construction)
32. Tile, Marble & Terrazzo Bricklayers & Allied Craftsmen Local Union No. 7 of New York & New Jersey
33. United Cement Masons' Union of Greater New York and Long Island Local 780
34. United Union of Roofers, Waterproofers and Allied Workers, Local No. 8, New York
35. Westchester Putnam Counties Heavy and Highway Laborers' Local No. 60 L.I.U.N.A.

Not all Local Unions will necessarily be involved in the Project. If it is determined that additional affiliates of the Council are required to be engaged in Project construction work, then the PLA will include those additional affiliates.

TECHNICAL SPECIFICATIONS

DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION
Division of Engineering



Kenneth W. Jenkins, Westchester County Executive

TECHNICAL SPECIFICATIONS

CONTRACT NO. 23-519

**ROOF, HVAC, AND ELECTRICAL UPGRADES
DANIEL P. THOMAS MATERIAL RECOVERY FACILITY
YONKERS, NEW YORK**



H2M architects + engineers

538 Broad Hollow Road, 4th Floor East, Melville, NY 11747

tel 631.756.8000 x1568 | fax 631.694.4122 |

h2m.com

H2M Project No.: WCPW2202

DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION

Division of Engineering

TABLE OF CONTENTS

TECHNICAL SPECIFICATIONS

CONTRACT NO. 23-519

DIVISION 1 – GENERAL REQUIREMENTS

Section 011100	Summary of Work
Section 011400	Work Restrictions
Section 012100	Allowances
Section 012200	Unit Prices
Section 012500	Product Substitution Procedures
Section 012700	Mobilization
Section 012900	Payment Procedures
Section 012973	Schedule of Values
Section 013100	Project Management and Coordination
Section 013119	Progress Meetings
Section 013216	Construction Schedule
Section 013300	Submittals
Section 014100	Regulatory Requirements
Section 014320	Pre-Installation Meetings
Section 014500	Quality Control
Section 014536	Environmental Quality Control
Section 015000	Temporary Facilities and Controls
Section 016100	Basic Product Requirements
Section 016500	Product Delivery, Storage and Handling
Section 017423	Cleaning
Section 017800	Closeout Submittals
Section 017823	Operating and Maintenance Data
Section 017839	Project Record Documents

DIVISION 2 - SITE CONSTRUCTION

Section 020100	Maintenance of Existing Conditions
Section 024119	Selective Demolition
Section 028200	Asbestos Remediation

DIVISION 3 – CONCRETE

Section 033300	Cast-in-Place Concrete
----------------	------------------------

DIVISION 5 – METALS

Section 051200	Structural Steel Framing
Section 053100	Steel Decking
Section 055000	Metal Fabrications
Section 055133	Metal Ladders
Section 055213	Pipe and Tube Railings

DIVISION 6 - WOOD AND PLASTICS

Section 061000	Rough Carpentry
----------------	-----------------

TABLE OF CONTENTS

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

Section 070150	Preparation for Re-Roofing
Section 075216	Styrene-Butadiene-Styrene (SBS) Modified Bituminous Membrane Roofing
Section 076200	Sheet Metal Flashing and Trim
Section 077200	Roof Accessories
Section 078413	Penetration Firestopping
Section 079200	Joint Sealants

DIVISION 9 – FINISHES

Section 099123	Interior Painting
----------------	-------------------

DIVISION 22 – PLUMBING

Section 224400	Plumbing Specialties
----------------	----------------------

DIVISION 23 – HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)

Section 230010	General Mechanical Requirements
Section 230015	Mechanical Demolition
Section 230135	HVAC System Cleaning
Section 230529	Pipe Hangers and Supports
Section 230533	Piping Freeze Protection System
Section 230555	Mechanical System Identification
Section 230594	Balancing of Air Systems
Section 230700	Pipe Insulation
Section 230719	Ductwork Insulation
Section 230800	Commissioning of Mechanical Systems
Section 230991	Instrumentation and Control Integration
Section 230993	Sequence of Operations
Section 232000	Pipe, Valves and Fittings
Section 232001	Condensate Drain Piping
Section 232006	Hydronic Specialties
Section 232007	Piping Specialties
Section 232300	Refrigerant Piping
Section 233113	Sheet Metal Work
Section 233416	Exhaust Fans
Section 234000	HVAC Air Cleaning Devices
Section 237213	Air Cooled Condensing Units
Section 237313	Air Handling Units
Section 238100	Packaged Rooftop Units

DIVISION 26 – ELECTRICAL

Section 260000	Electrical
Section 260010	Electrical Demolition
Section 260519	Low-Voltage Electrical Power Conductors and Cables
Section 260526	Grounding and Bonding for Electrical Systems
Section 260529	Hangers and Supports for Electrical Systems

TABLE OF CONTENTS

Section 260533	Raceways and Boxes for Electrical Systems
Section 260553	Identification for Electrical Systems
Section 262726	Wiring Devices
Section 265000	Lighting

DIVISION 28 – ELECTRONIC SAFETY AND SECURITY

Section 283100	Fire Detection and Alarm
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SECTION 011100
SUMMARY OF WORK

PART 1 - GENERAL

1.01 BRIEF PURPOSE OF PROJECT / GENERAL

- A. The purpose of the project is the removal of all roofing materials and installation of a new Styrene Butadiene Styrene roofing system with rigid insulation; removal of existing skylights and structural infill of roof deck; and upgrades to HVAC & electrical equipment and systems.
- B. All work shown and specified in the Contract Documents shall be the work of this Construction Contract. The Owner does not anticipate awarding other prime contracts for the project as shown.
- C. This Section provides an abbreviated summary of the work for the Construction Contract associated with the Owner's program to construct the project.
- D. The Contractor has been provided with copies of all relevant construction drawings for related construction contracts whose work may directly effect and impact the work under this Contract.
 - 1. It is each Contractor's responsibility to investigate the work that will be performed by others and consider such in the conduct of his/her work.
- E. In the event that any of the provisions in the technical specifications conflicts with the general conditions, the provision more favorable to the owner, as determined by the owner in its sole discretion, shall govern.

1.02 NOMENCLATURE

- A. Where the terms "Engineer/Architect", "Architect/Engineer", "Engineer", or "Architect" are used throughout these Contract Documents, they shall mean the firm of H2M architects + engineers as may be abbreviated by H2M.
- B. The terms "Contractor" and/or "Prime Contractor" where used shall refer to the individual or company who has entered into an agreement with the Owner to perform the work contained within these Contract Documents. The lack of word capitalization shall be incidental.
- C. The Contractor may be referred to as the "General Contractor", "Prime General Contractor", "Contract G Contractor" or similar wording. The lack of word capitalization shall be incidental. This Construction Contract shall be known as Contract G.
- D. The Electrical Construction Contractor may be referred to as the "Electrical Contractor", "Prime Electrical Contractor", "Contract E Contractor" or similar wording. The lack of word capitalization shall be incidental. This Construction Contract shall be known as Contract E.
- E. The Heating, Ventilating & Air Conditioning Construction Contractor may be referred to as the "HVAC Contractor", "Prime HVAC Contractor", "Contract H Contractor" or similar wording. The lack of word capitalization shall be incidental. This Construction Contract shall be known as Contract H.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

1.03 ABBREVIATED SUMMARY OF CONTRACT WORK

- A. Furnish all labor, equipment, materials, tools, means, methods, and incidentals necessary to complete the Work as required by the Contract Documents for this Construction Contract. The contractor shall coordinate, through the Owner/Architect/Engineer, the work of their contract with the work by others.
- B. This following abbreviated summary is provided in order to briefly describe the work covered by the Contract Documents for this Construction Contract. It is not all inclusive of the work under the Contract.
- C. The work includes, but is not limited to, the following:
 - 1. Demolition and removals as shown,
 - 2. Installation of a new Styrene, Butadiene Styrene granulated white 3-ply roofing system with rigid insulation including all roofing components & accessories, flat & tapered insulation sheets, cover boards, walkway pads, and flashings as shown on the construction documents.
 - 3. Pipe support systems for exposed piping
 - 4. Miscellaneous metals including guardrails, ladders, equipment supports, parapet cladding and copings.
 - 5. Startup participation for the various equipment and systems of the project and provide complete service to troubleshoot and assist manufacturer service representatives in obtaining a completely functional installation.
 - 6. Project closeout submittals.
- D. All other work shown and specified within the Contract Documents.

1.04 ABBREVIATED SUMMARY OF CONTRACT E WORK

- A. Furnish all labor, equipment, materials, tools, means, methods, and incidentals necessary to complete the Work as required by the Contract Documents for this Construction Contract. Each Contractor shall coordinate, through the Owner/Architect/Engineer, the work of their contract with the work by others.
- B. This following abbreviated summary is provided in order to briefly describe the work covered by the Contract Documents for this Construction Contract. It is not all inclusive of the work under the Contract.
- C. The work includes, but is not limited to, the following:
 - 1. Provide, install, maintain, and repair, if necessary, temporary power and light throughout the site and to the Owner/Architect/Engineer's field office. Temporary power shall be provided at location(s) selected by the Architect/Engineer based on input by the General Contractor.
 - 2. Motor control centers, local control stations, transfer switches, power distribution panels, breakers, lights, and switches.
 - 3. Electrical connections (final termination) to all equipment, control panels, ventilating equipment and electrical devices.
 - 4. Startup participation for the various equipment and systems of the project and provide complete service to troubleshoot and assist manufacturer service representatives in obtaining a completely functional installation.
 - 5. New lighting fixtures, wiring and associated equipment.
 - 6. Project closeout submittals.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- D. All other work shown and specified in the Contract Documents for Contract E.

1.05 ABBREVIATED SUMMARY OF CONTRACT H WORK

- A. Furnish all labor, equipment, materials, tools, means, methods, and incidentals necessary to complete the Work as required by the Contract Documents for this Construction Contract. Each contractor shall coordinate, through the Owner/Architect/Engineer, the work of their contract with the work by others.
- B. This following abbreviated summary is provided in order to briefly describe the work covered by the Contract Documents for this Construction Contract. It is not all inclusive of the work under the Contract.
- C. The work includes, but is not limited to, the following:
1. Startup participation for the various equipment and systems of the project and provide complete service to troubleshoot and assist manufacturer service representatives in obtaining a completely functional installation.
 2. New exhaust fans, supports, and associated equipment.
 3. New duct work, supports and accessories.
 4. New air conditioning system.
 5. Testing and balancing of systems.
 6. Project closeout submittals.
- D. All other work shown and specified in the Contract Documents for Contract H.

1.06 PARTIAL LISTING OF OVERALL CONTRACT REQUIREMENTS

- A. The Contract Documents detail the work included in the Contract. Related requirements and conditions covered by the Contract Documents include, but is not limited to, the following:
1. Debris removal and daily and final cleaning up.
 2. Coordination with the Owner and other contractors who have been awarded work by the Owner.
 3. Coordination with utility companies necessary to schedule connection of services, and management of the installation.
 4. Site utilization and management so as not to disrupt the Owner's ability to operate the existing facilities in a safe and efficient manner.
 5. Maintain the Owner's ability to operate the facility at all times during the construction period.
 6. Facilities to be used during the contract period that are to be used by the Owner or his representatives and others involved with constructing the project.
 7. Product and equipment storage and handling requirements.
 8. Starting and adjusting of the equipment and systems required under the project.
 9. Site safety in accordance with all applicable federal, state, and local regulations.
 10. Project submittals, meetings, professional photographs, testing services, work plans, schedules, shop drawings, closeout procedures and documents, manuals, as-built drawings, and final commissioning of the work shall be provided as required by the Contract.
 11. Provide and maintain, at all times, temporary roadways for site access to all parties involved with the project.
 12. Sequence and schedule the construction so that new facilities come on-line before pre-existing facilities are demolished, dismantled or taken offline.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

13. To not hinder the Owner's ability to deliver a safe and potable water supply.

1.07 OWNER SUPPLIED PRODUCTS AND UTILITIES

- A. The Owner will not be supplying equipment, labor, or tools for the project.
- B. The Owner will pay for electricity usage. The restrictions on electrical usage shall be as follows:
 1. Power tool usage during specified working hours will only be permitted.
 2. Dewatering and trash pumps and portable heaters will not be permitted.
 3. Sump pumps, if less than 1/3 horsepower will be allowed. Only two (2) sump pumps will be permitted to operate at the same time.
 4. Power to help cure concrete or painting systems will not be permitted.
 5. Power to the Contractor's trailer will be permitted.
- C. The Owner reserves the right to stop paying for electrical usage at any time if, in the opinion of the Owner/Architect/Engineer, the Contractor causes excessive electrical charges or does not conserve electricity to the maximum extent possible in the opinion of the Architect/Engineer. All Contractors shall conserve electricity during the course of construction.

1.08 EXISTING CONDITIONS

- A. The Drawings show certain information that has been obtained by the Owner regarding various utilities and structures that exist at the location of the project both below and at grade.
- B. The Owner and the Architect/Engineer expressly disclaims all responsibility for the accuracy or completeness of the information given on the Drawings with regard to existing facilities.
- C. In the case where the Contractor discovers an obstruction not indicated on the Drawings or not described via specification reference, then the Contractor shall immediately notify the Architect/Engineer of the obstructions' existence.
- D. The Architect/Engineer will determine if the obstruction is to be relocated or removed.
- E. Compensation for this extra work will be paid for in accordance with the provisions in the Contract for "Extra Work".

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

SECTION 011400
WORK RESTRICTIONS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Site access and control of areas outside of site.
- B. Contractor use of the premises.
- C. Contractor storage, parking and deliveries.
- D. Work hours, employee conduct and miscellaneous employee requirements.

1.02 SITE ACCESS AND CONTROL

- A. The Contractor shall use the designated entrance to the site as shown on the drawings. If no site entrance is designated, the Contractor shall use an entrance designated by the Owner's Construction Representative.
- B. The Contractor is to maintain the entrance area clear of materials, vehicles and any other obstacle or debris. Failure to do so will result in a minimum back charge of \$750 per occurrence.
- C. The area around the site is a residential neighborhood. The Owner intends to be a good neighbor. The Contractor shall not close any road for any period in time. The Contractor shall take whatever measures are necessary to not cause any inconvenience to the area's residents.
- D. The Contractor is responsible to employ methods to prevent construction materials and/or debris from leaving the site. The Contractor is responsible to routinely monitor the areas surrounding the site during the day as well as at the end of the work-day and to immediately clean up any area to its previous condition.
- E. The Contractor shall employ methods to prevent the transmission of dirt from vehicles driving on exposed areas of the site from reaching the surrounding roadways. The Contractor will be responsible to immediately clean the roadway, should the measures being taken by the Contractor not satisfactorily control the transmission of any dirt to the roadway.
- F. Any damages to areas outside the site, spills of soil, liquid, or any other material shall immediately be repaired, cleaned and restored to its previous condition.
- G. The Contractor shall comply with all state and local requirements for allowable weight limits of vehicles on all roads.
- H. The Owner reserves the right to back charge the Contractor for all costs associated with maintaining the grounds as well as maintaining areas outside the site, which may be disturbed by the Contractor should the Contractor fail to maintain or repair the aforementioned in a condition acceptable to the Owner.
- I. The Contractor shall not close any road for any period of time unless approved ahead of time by appropriate road agency. The Contractor shall take whatever measures are necessary to not cause any inconvenience to the area's residents.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- J. The 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 the Contract. The posting of all applicable OSHA safety signs shall be the responsibility of the Contractor.
- K. The Contractor shall be responsible for protecting private property. All existing buildings, structures, shrubs, trees, lawn fixtures, sculptures and miscellaneous equipment shall be protected at all times. Any removals or relocation of said objects, if allowed shall be as directed by the Architect/Engineer or the Owner. The Contractor shall protect all of the physical structures, property and improvements from damage by their Work and shall immediately repair or replace damage caused by construction operations, employees or equipment employed by the Contractor. All labor, materials and equipment and outside contractors that are employed by the Owner to repair damage caused by the Contractor shall be billed to the Contractor directly or withheld from money due the Contractor for work already completed.
- L. Keep all existing driveways, roads, and parking areas free and clear of materials and equipment. Do not unreasonably encumber the work area with materials and equipment.
- M. The Contractor is responsible for cleaning up the work area. Failure to maintain a clean work site daily, will result in others performing the work and the Contractor being back charged for the cleaning cost plus construction administration fees.
- N. Do not discard or dispose of any waste on-site.
- O. The Contractor shall be responsible for managing dust.

1.03 CONTRACTOR USE OF THE PREMISES

- A. Premises, for the purpose of this Contract, shall mean the site, buildings and other structures located within the property line or in any temporary or permanent construction easements identified on the plans.
- B. The Contractor shall use and manage the premises and the associated construction activities as follows:
 - 1. To not hinder the Owner's ability to operate their facilities.
 - 2. To allow for stockpiling of construction material and debris without any significant hardship, as defined by the Owner's Construction Representative, on the Owner or other contractors.
 - 3. To allow for the delivery of equipment and materials by independent trucking companies by leaving enough space for backing in and out of areas.
 - 4. To allow for the safe, unimpeded travel way of the Owners vehicles, Owner's Construction Representative's vehicles, Architect/Engineer's vehicles, construction vehicles and heavy construction equipment about the entire site.
- C. The 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 the Contract. The posting of all applicable OSHA safety signs shall be the responsibility of the Contractor.
- D. The Contractor shall provide temporary handrails, as required, for their work or for work put in place by their Contract that will require temporary handrails. Construction of temporary handrails shall be as specified in Section 015000.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- E. The Contractor shall be responsible for protecting Owner's property. All existing buildings, structures, shrubs, trees, lawn fixtures, sculptures and misc. equipment shall be protected at all times. Any removals or relocation of said objects, if allowed shall be as directed by Owner's Construction Representative.
- F. The Contractor shall protect all of the physical structures, property and improvements upon the site from damage by their Work and shall immediately repair or replace damage caused by construction operations, employees or equipment employed by the Contractor. All labor, materials and equipment and outside contractors that are employed by the Owner to repair damage caused by the Contractor shall be billed to the Contractor directly or withheld from money due the Contractor for work already completed.
- G. Limit use of the site to the areas shown on the Contract Drawings and the adopted Site Utilization Plan. Confine operations to permit others working on the site easy access to all areas of Work.
- H. Keep all existing operations areas, driveways, roads, and parking areas free and clear of materials and equipment. Do not unreasonably encumber the site with materials and equipment. Confine stockpiling of excess excavated material, materials and equipment to areas selected under the Site Utilization Plan or as designated by the Owner's construction representative. Locate storage sheds and trailers to areas designated in the plan or by the Owner's Construction Representative.
- I. The construction site space is limited and it shall be the Contractor's responsibility to manage the site during the entire construction period with input from all concerned parties as to meeting their needs. Equal consideration of the needs of others with that of the Contractor's shall be provided as judged by the Owner.
- J. Due to the limited site area available for construction, staging areas may be relocated during the various stages of construction. Additional compensation for relocating staging areas, equipment and material storage, and trailers are not to be considered an extra cost to the Contractor as this is an anticipated expense that shall be considered at the time of the bid.
- K. The Contractor is responsible for cleaning up their own materials and debris. Failure to maintain a clean work site daily, will result in other performing the work and The Contractor being back charged for the cleaning cost plus construction administration fees.
- L. Use of the existing building facilities during construction is prohibited including but not limited to: toilet rooms, telephone and water fountains. The Contractor shall be fined \$250 per occurrence if their employee (or subcontractor's employee) is observed disregarding these rules.
- M. Should it become necessary to access the existing building during construction hours for measurements or other non-disruptive work, the contractor shall be escorted by an Owner's Construction Representative.
- N. Refer to Section 015000 - Temporary Facilities and Controls for minimum rubbish removal requirements.
- O. Do not discard or dispose of any waste on-site.
- P. Open fires will not be permitted on the site.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

1.04 CONTRACTOR STORAGE, PARKING AND DELIVERIES

- A. The Contractor must provide exterior storage containers when required. Final location of storage container shall be determined by the Owner.
- B. Do not unreasonably encumber the premises with materials and equipment. Do not store material in existing buildings. Store all equipment and materials to allow the Owner's employees to operate and conduct their business safely.
- C. Confine premise storage areas to locations designated by the Owner. Immediately repair or replace damaged facilities to the satisfaction of the Owner and to a condition that existed before the damage occurred as determined by preconstruction photographs, or if photographs are unavailable, to that deemed by the Owner.
- D. No materials storage will be permitted within the buildings at any time during construction.
- E. Storage of chemicals and paint materials shall be outside the existing or new structures and shall follow manufacturer's storage/handling guidelines.
- F. Compressed gas containers shall be properly stored and secured per OSHA, to the satisfaction of the Owner. Failure to do so will result in a \$250 back charge, per occurrence.
- G. The Contractor shall provide minimum of 48 hours advance written notice to the Owner's Construction Representative for deliveries of materials, site visits by inspectors, manufacturer's representatives or any other occasion that impacts the use of the site. The Contractor shall be responsible for any costs that are incurred by the owner, for failure to meet previously agreed upon appointments or work schedules.
- H. Deliveries sent to the Owner will not be signed for or unloaded by the Owner. They will be directed to the construction site and if no employee is on site, the delivery will be rejected, at the contractor's expense.
- I. Night deliveries of equipment (past the designated quitting time) will not be permitted. Do not schedule trucking companies to deliver equipment or wait for the job site to open. Delivery trucks shall not obstruct the site entrance, shall not sit within the neighborhood causing an obstruction or perceived nuisance, nor be left idling on or off the site for any period of time.
- J. Parking shall be in the designated areas of the site only. All automotive type vehicles are to be locked when parked or unattended to prevent unauthorized use. Do not leave vehicles or equipment unattended with the motor running or the ignition key in place. Any vehicles or trucks in non-designated areas may be towed at contractor's expense.

1.05 WORK HOURS, EMPLOYEE CONDUCT AND MISCELLANEOUS EMPLOYEE REQUIREMENTS

- A. The Contractor will be permitted to schedule working days and hours as specified in the General Terms and Conditions, if no times are specified therein then the work hours shall be Monday - Friday 8:00 am - 4:00 pm.
- B. Employees are to act in a professional manner. Any employee using inappropriate language or who is disruptive to the work environment will be banned from the site.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- C. Proper work attire is required. Shirts are to be worn at all times and no short pants are permitted.
- D. Employees shall not converse with local residents or Owner's employees.
- E. Any employee found under the influence of any drug or alcohol will be banned from the site.
- F. The Contractor shall schedule working days and hours as specified. The contractor shall pay all excess costs for working beyond the times specified. This includes the cost of the owner's employees to keep the building/site open and/or the cost of the additional services for the construction manager.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

SECTION 012100
ALLOWANCES

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Allowance pricing for the following items:
 - 1. Miscellaneous Additional Work (MAW)
- B. This Section covers the requirements for use of the cash allowances listed above contained in the proposal (Bid Forms, Price Schedule) and included in the Contract Price bid by the Contractor and defines and stipulates the charges that will be paid for out of the stipulated allowances.
- C. The Contractor shall include the cash allowances stipulated in this Section in the amount bid (Base Bid).
- D. Eligible costs described in this Section, and Sections referenced herein, will be the only costs paid for out of the stipulated allowances.
- E. All other costs associated with the project as specified and/or shown, including but not limited to the delivery, installation and all Contractor overhead and/or collateral expenses are to be distributed among the other portions of the work and shall be included in the lump sum base bid.

1.02 SUBMITTALS

- A. Make all submissions under the provisions of Section 013300.
- B. For each type of product/material specified to be furnished under allowance pricing provide documentation of the unit pricing on manufacturer's letterhead certifying pricing of the product/material.
- C. Submit additional backup information to substantiate the invoiced amount(s) as the Architect/Engineer may require for review and approval, prior to order or payment of item.
- D. Provide written breakdowns for extra work as the Owner may require.

1.03 CHANGES TO STIPULATED (CASH) ALLOWANCE

- A. If the actual cost of services differs from the cash allowance, then the Contract Price will be adjusted accordingly.

1.04 PAYMENTS TO BE MADE OUT OF MISCELLANEOUS ADDITIONAL WORK ACCOUNT (MAW)

- A. Include the cash allowance of \$100,000.00 (One Hundred Thousand Dollars and Zero Cents) in the amount bid for use upon the Owner's instructions.
- B. The Owner will draw funds from the contingency account only upon prior written approval by the Owner's Construction Field Representative and Architect/Engineer.
- C. Funds remaining at project closeout shall be credited to the Owner.

MRF Roof, HVAC & Electrical Upgrades
Daniel P. Thomas MRF
Contract No.: 23-519

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION 012100

SECTION 012200
UNIT PRICES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This Section specifies the requirements for measurements and records made for payment purposes and describes the item(s) under which payment(s) will be made for the Work performed under this Contract.
- B. All work shown or specified in the Contract Documents shall be performed.
- C. Items not specified to be measured or paid for (for which no specific pay item exists in the Price Schedule) shall be included in an appropriate unit price item or in a lump-sum item.
- D. Comply with the requirements pertaining to the restoration of all surfaces, which may or may not be paid for under a separate unit price item, and which shall be restored to a condition equal to or better than that existed prior to work starting under this contract.

1.02 MEASUREMENT REQUIREMENTS

- A. All required measurements shall be made by the Contractor with the Architect/Engineer.
- B. Any measurements not witnessed by Architect/Engineer and which cannot be verified or substantiated by Architect/Engineer will not be approved and payment under the item(s) requiring such measurements will not be made.
- C. Coordinate measurements monthly, for the preparation of periodic pay estimates.
- D. Where payments will be made for removing rock and existing materials, notify Architect/Engineer so that he may witness the measurements.
 - 1. All materials removed without conforming to the above procedures, which Architect/Engineer cannot verify or substantiate, will not be paid for.
 - 2. Maintain complete, neat, clean, and legible field notes for all measured items.
 - 3. Notes shall contain spaces for Contractor's and Architect/Engineer's signatures plus additional space for comments.
 - 4. An original and a carbon copy shall be made for all notes and one copy shall be turned over to Architect/Engineer daily.
 - 5. The Architect/Engineer's signature shall not be constituted as an acceptance of the work, or the measurements made, but shall mean that he was present when the measurements were made.

1.03 SUBMITTALS

- A. See Section 013300.
- B. Field notes of all measurements for payment purposes delivered to Architect/Engineer daily.
- C. Copies of all invoices required for payments out of cash allowance(s).
- D. Monthly Applications for Payment.

MRF Roof, HVAC & Electrical Upgrades**Daniel P. Thomas MRF**

Contract No.: 23-519

- E. Record Drawings showing the locations and quantities of all items measured for payment purposes.

1.04 SCHEDULING

- A. Notify Architect/Engineer, as far in advance as possible, of the recording of measurements so that Architect/Engineer may observe existing conditions, work being performed, and measurements being made.
- B. Allow for and afford Architect/Engineer ample time, space, and equipment to observe measurements and to verify measurements and elevations.

PART 2 - PRODUCTS**2.01 GENERAL**

- A. Provide all labor, materials, facilities, levels, measuring devices and all other equipment and items necessary to properly and accurately perform all measurements for payment purposes.
- B. Payment for certain items not specifically listed in the bid forms but otherwise required by the technical specifications shall be deemed included as part of the General Conditions and the individual unit price and lump sum bid items provided for in the proposal.

PART 3 - EXECUTION**3.01 GENERAL**

- A. Perform all measuring required under this Section.
- B. Record all measurements and calculated quantities on the Record Drawings.
- C. No measurement shall be made for work performed within the limits of Lump Sum Items.

ITEM NO.	ITEM DESCRIPTION
1	G Unit Price Items
2	H Unit Price Items
3	E Unit Price Items

END OF SECTION

**SECTION 012500
PRODUCT SUBSTITUTION PROCEDURES**

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. This Section includes the requirements for substitution of specified products during construction.
- B. *The Architect/Engineer will consider requests for substitutions only within **thirty (30)** days from the date of the Notice to Proceed.*
- C. Only products not specifically named in the bid are eligible for substitution in accordance with the requirements contained herein these specifications.
- D. Products named by the Bidder, at the time of bid, shall be furnished and installed and substitutions will not be considered by the Owner/Architect/Engineer for those products named in the bid.

1.02 CONTRACTOR'S OPTIONS

- A. For products specified only by reference standard, select any product meeting that standard.
- B. For products specified by naming several products or manufacturers, select any one of the products or manufacturers named which complies with the Specifications.
- C. Where products are not named, then submit products that meet the specifications.

PART 2 - PRODUCTS

2.01 SUBSTITUTIONS

- A. Name - The Drawings and Specifications list acceptable manufacturers, commercial names, trademarks, brands and other product, material and equipment designations. Such names are provided to establish the required type, quality and other salient requirements of procurement.
- B. Equals - An item equal to that named or described on the Drawings or in the Specifications may be provided by Contractor if accepted by the Architect/Engineer.
- C. A request for product substitution constitutes a representation that the Contractor:
 - 1. Has investigated proposed Product and determined that it meets or exceeds the quality level of the specified Product.
 - 2. Shall provide the same warranty for the Substitution as for the specified Product.
 - 3. Shall coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner, including extra charges by other Prime Contractors, material suppliers, and vendors.
 - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
 - 5. Shall reimburse the Owner and the Architect/Engineer for review or redesign services associated with re-approval by authorities.
 - 6. Shall reimburse the Owner for all additional engineering services claimed by the Architect/Engineer for extra services associated with the review of the Contractor's

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

substituted item since it could not have been originally included in the Architect/Engineer's professional engineering services agreement. Reimbursement shall be based on the man-hours expended, at current billing rates.

- D. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
- E. Substitution Submittal Procedure:
 - 1. The Contractor shall submit three (3) copies of the REQUEST FOR SUBSTITUTION FORM for consideration including all required information.
 - 2. The Contractor shall use the form included within this Section.
 - 3. All forms shall be type written.
 - 4. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence.
- F. The burden to prove product equivalence rests on the Contractor.
- G. The Architect/Engineer will notify Contractor in writing of decision to accept or reject request and at that time the Contractor can make a formal submittal in accordance with the requirements contained in Section 013300.
- H. Substitutions may be considered when a product becomes unavailable through no fault of the Contractor.

PART 3 - EXECUTION

NOT USED

This space left intentionally blank.

REQUEST FOR SUBSTITUTION FORM

Project: Roof, HVAC, and Electrical Upgrades Substitution Request Number: _____
Daniel P. Material Recovery Facility

Contractor: _____

Address: _____

To: _____ Date: _____

H2M Project Number: WCPW2202 Owner: Westchester County DPW

Contract Name: _____ Contract No.: _____

Specification Title: _____

Section: _____ Page: _____ Article/Paragraph: _____

Drawing No(s): _____

Proposed Substitution: _____

Manufacturer: _____ Address: _____

Trade Name: _____ Phone #: (____) _____

Installer: _____ Address: _____

Phone #: (____) _____

History: ___ New product ___ 2-5 years old ___ 5-10 years old ___ More than 10 years old

Differences between proposed substitution and specified product:

___ Point-by-point comparative data attached

Reason for not providing specified item (Attach separate sheet if necessary):

Typical Similar Installation:

Project: _____

Engineer / Architect: _____

Address: _____

Owner: _____

Date Installed: _____

Submit complete installation list on separate sheets.

Proposed substitution affects other parts of Work: ☐ No ☐ Yes

Explain: _____

Gross Savings to Owner for accepting substitution: \$ _____

Proposed substitution changes Contract Time: ☐ No ☐ Yes

Add / deduct (circle): _____ days

Supporting data attached for evaluation of the proposed substitution:

☐ Product Data ☐ Photos ☐ Drawings ☐ Tests ☐ Reports ☐ Samples

☐ Other (explain): _____

Attached data includes description, specifications, drawings, photographs, performance and test data adequate for evaluation of request; applicable portions of data are clearly identified.

Attached data also includes a description of changes to Contract Documents that proposed substitution will require for its proper installation.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

The undersigned certifies that the following paragraphs, unless modified by attachments, are correct:

1. Proposed Substitution has been fully checked and coordinated with Contract Documents.
2. Proposed Substitution does not affect dimensions shown on Drawings.
3. Proposed Substitution does not require revisions to any other Prime Contractor's work.
4. The undersigned will pay for changes to building design, including Architectural and Engineering design, detailing, and construction costs caused by requested Substitution.
5. Proposed Substitution will have no adverse affect on other trades, construction schedule, or specified warranty requirements.
6. Maintenance and service parts will be locally available for proposed substitution.
7. The undersigned further states that the function, appearance, and quality of proposed Substitution are equivalent or superior to specified item.

This request for product substitution also constitutes a representation that I, as the Contractor:

1. Has investigated proposed Product and determined that it meets or exceeds the quality of the specified Product.
2. Shall provide the same warranty for the Substitution as for the specified Product.
3. Shall coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner, including extra charges by other Prime Contractors, material suppliers, and vendors.
4. Waives claims for additional costs or time extension that may subsequently become apparent.
5. Shall reimburse the Owner and the Architect/Engineer for review or redesign services associated with re-approval by authorities.
6. Shall reimburse the Owner for all additional engineering services claimed by the Architect/Engineer for extra services associated with the review of the Contractor's substituted item since it could not have been originally included in the Architect/Engineer's professional engineering services agreement. Reimbursement shall be based on the man-hours expended, at current billing rates.

Contractor's Authorized Representative (Typewritten): _____

Authorized Signature: _____

Date: _____

END OF SECTION

SECTION 012700
MOBILIZATION

PART 1- GENERAL

1.01 SUMMARY

- A. The work under this Section of the Specification shall consist of the establishment of the Contractor's general plant, including shops, storage area, equipment, office and such sanitary and other facilities as are required by local or state law and all other work performed or costs incurred before beginning Work.

1.02 MATERIALS AND INSTALLATION

- A. Such materials as are required for mobilization and that are not to be a part of the complete Contract shall be as determined by the Contractor, except that they shall conform to any pertinent local or state law, regulation or code.
- B. The work required to provide the above facilities and services for mobilization shall be done in a safe and workmanlike manner and shall conform with any pertinent local or state law, regulation or code. Good housekeeping consistent with safety shall be maintained.

1.03 MEASUREMENT AND PAYMENT

- A. The amount to be paid for mobilization in the monthly pay estimate is limited to the following maximum amounts:
1. Original Contract Amount (Including Mobilization)

FROM MORE THAN (\$)	UP TO AND INCLUDING (\$)	MAXIMUM AMOUNT FOR MOBILIZATION (\$)
0	100,000	3,000
100,000	500,000	15,000
500,000	1,000,000	30,000
1,000,000	2,000,000	60,000
2,000,000	3,000,000	90,000
3,000,000	4,000,000	120,000
4,000,000	5,000,000	125,000
5,000,000	6,000,000	150,000
6,000,000	7,000,000	175,000
7,000,000	10,000,000	200,000
10,000,000	-	2.5% OF AMOUNT BID

- B. The amount for mobilization shall be payable to the Contractor whenever he completes ten (10%) percent of the work of the Contract. For the purposes of this Item, 10% of the work shall be considered completed when the total of payments earned and paid, as reflected by estimates of work done, not including the amount bid for this Item or for materials and equipment suitably stored, shall exceed 10% of the total amount bid for this Contract.

MRF Roof, HVAC & Electrical Upgrades
Daniel P. Thomas MRF
Contract No.: 23-519

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

SECTION 012900
PAYMENT PROCEDURES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Work under this Section specifies the procedures used to process partial payments and the Final Payment Request.

1.02 TIME FOR COMPLETION

- A. Inasmuch as the provisions of the Contract relating to the time for performance and completion of the Work are for the purposes of enabling the Owner to proceed with the construction of a public improvement in accordance with a predetermined program, and inasmuch as failure to complete the Work within the period herein specified may result in damage or loss to the Owner, time is of the essence of the Contract.
- B. Time for completion of the Work shall be in accordance with that stipulated in the Contract Documents.
- C. The date for completion will be calculated from the date shown on the Notice to Proceed. The Contractor shall execute the Work with diligence from day to day, and complete it within the time fixed.
- D. For the purpose of defining the date of substantial completion, the Project will be considered complete when all Work covered by the Contract has been performed and all installations and equipment have been tested and are ready for permanent use. Contractor shall provide a copy of the final Certificate of Occupancy from the AHJ prior to issuance of the final payment. Removal of the Contractor's plant and equipment and other minor adjustments which do not prevent use of the Project will not be a factor in establishing the date of substantial completion.
- E. Notwithstanding the foregoing, the Architect/Engineer will establish the date of substantial completion when the project is accepted and ready for operation, and no large or major items of work are as yet outstanding. At such time, the Architect/Engineer will issue a punch list, itemizing the items of work remaining. The punch list will include "minor" items only, as defined solely by the Architect/Engineer. Any prior punch lists, which include "major" or significant items, as defined by the Architect/Engineer, shall not be a criterion in establishing the date of substantial completion.

1.03 PARTIAL COMPENSATION

- A. At the Owner's discretion, the Contractor may receive compensation for materials and products delivered to the site yet not installed providing:
 - 1. A canceled check or paid bill from the supplier is submitted to the Architect/Engineer indicating that the Contractor has paid the supplier for the material or equipment.
 - 2. The material or piece of equipment is properly stored and protected from the elements and/or vandalism in accordance with the manufacturer's written requirements for long term storage.
 - 3. A certificate of insurance is provided for the material or piece of equipment in the event of a fire, vandalism, theft, etc.
 - 4. A bill of material is delivered to the Architect/Engineer at the time of delivery itemizing the subject material or equipment. Payment will be made for on-site material and/or

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

equipment in the amount of 80% of the gross amount of the paid invoice. This payment will be subject to the normal retainage of the partial estimate.

5. The Architect/Engineer has agreed to the pre-purchasing of the materials.
- B. The Contractor may not receive compensation for materials and products stored in the Contractor's yard or shop unless permitted by the Owner.

1.04 APPLICATIONS FOR PAYMENT

- A. The Contractor shall review the percentage of work completed during the payment period with the Architect/Engineer, based on the bid items in the proposal. The Architect/Engineer shall make the final decision on the percentage of work completed.
- B. The form of application for payment shall be AIA Document G702, application and certificate for payment supported by AIA Document G703, Continuation Sheet.
- C. Submit one (1) copy of each payment application, completed, signed and notarized.
- D. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
- E. The payment application shall include a Contractor Invoice and an Owner Claim Voucher.
- F. Provide completed Labor Affidavit Form for each pay period included in the certified payroll reports for each payment application for both the contractor and any subcontractor(s).
- G. Submit payment application to Architect/Engineer no later than the first day of each month. Payments received after the first day of each month shall be reviewed and processed after the first day of the following month. Only one application for payment will be reviewed and processed each month.
- H. Submit certified payroll receipts for all workers and subcontractors. Payroll receipts shall be submitted with every application for payment. All payroll receipts shall be certified correct and notarized by a Notary in the State of New York. Application for Payment will not be processed unless all payroll receipts are received.
- I. Contractor shall pay all workers and have all subcontractors pay all workers the prevailing New York State Wage Rates.
- J. Owner may conduct on-site interviews with all workers to verify payments of prevailing wage rates are enforced.
- K. The Architect/Engineer shall submit the documentation along with an Architect/Engineer's Payment Report to the Owner for payment.
- L. Retainage in the amount of 5% will be held from each partial payment. Retainage will only be released upon full completion of the project and will be included in the final payment.

1.05 ACCEPTANCE OF FINAL PAYMENT REQUEST

- A. The Contractor shall be conclusively deemed to have accepted the Final Payment Request as a correct statement of the total liability of the Owner and of the compensation paid and to be paid to the Contractor by the Owner unless within seven (7) days after delivery of his copy of the Final Payment Request to him, the Contractor shall return such copy to the Owner together with

MRF Roof, HVAC & Electrical Upgrades**Daniel P. Thomas MRF**

Contract No.: 23-519

a statement of his objections to such request and of any claim for damages or compensation in excess of the amounts shown on the Request. The acceptance by the Contractor of the Final Payment Request approved by the Owner shall constitute a release and shall discharge the Owner from all further claims by the Contractor arising out of or relating to the Contract, including but not limited to, a release from all impact costs.

1.06 SCOPE OF PAYMENTS

- A. The Contractor shall receive and accept the compensation as herein provided, in full payment for furnishing all materials, labor, tools, and equipment and for performing all work contemplated and embraced under the Contract, also for all loss or damage arising out of the nature of the Work or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered during the prosecution of the Work, and for all risks of every description connected with the prosecution of the Work, until its final acceptance by the Owner, also for all expenses incurred by, or in consequence of, the suspension or discontinuance of the said prosecution of the Work as herein specified, and for all actual or alleged infringements of patent, trademark, or copyright, and for completing the Work and the whole hereof, in an acceptable manner, according to the Plans, Specifications, and other Contract Documents. The payment of any partial or final estimate shall in no way or in no degree prejudice or affect the obligation of the Contractor, at his own cost and expense, to renew or replace all defects and imperfections, or damages. The Architect/Engineer shall be the judge, and the said Contractor shall be liable to the Owner for failure so to do.

PART 2 - PRODUCTS

NOT USED.

PART 3 - EXECUTION

NOT USED.

END OF SECTION

SECTION 012973
SCHEDULE OF VALUES

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Schedule of Values

1.02 SCHEDULE OF VALUES

- A. Submit for approval prior to the start of the work a Schedule of Values that indicates a breakdown of the labor, materials and equipment and other costs used in the preparation of the bid. This schedule shall be in sufficient detail to indicate separate figures for such items as excavation, concrete, equipment and all other items making up the lump sum price. The cost breakdown shall be separately itemized for each lump sum bid item in the project.
- B. Where the cost breakdown includes items for bond payment, insurance payment, job set-up, or job mobilization, these items will be paid based on paid invoices and copies of cancelled checks.
- C. Submit a Schedule of Values to the Architect/Engineer for review and approval within fifteen (15) calendar days from the date shown on the Notice to Proceed.

1.03 FORM OF SUBMITTAL

- A. Submit typewritten Contract Cost Breakdown on AIA Form G703 - Application and Certificate for Payment Continuation Sheet or EJCDC 1910-8-E. The Architect/Engineer reserves the right to revise the form or provide a form prepared by the Architect/Engineer.
- B. Use the Table of Contents of the Contract Specifications as a basis for format for listing costs of work for Sections under Divisions 01-48 as sections apply to work. Not all Sections need be assigned a breakout price as determined by the Architect/Engineer.
- C. Identify each line item with number and title as listed in Table of Contents.
- D. Provide dollar values for each line item for labor, overhead, profit, material, and equipment components for each category of work if requested by the Architect/Engineer.
- E. List quantities of materials specified under unit price allowances.
- F. The Schedule of Values, after approval by the Architect/Engineer, shall be the basis for the Contractor's Application for Payment.
- G. The first Application for Payment will not be reviewed prior to an approved breakdown.

1.04 PREPARATION OF SCHEDULE OF VALUES

- A. In addition to the above, provide a separate line item cost for each of the following items which shall be supported by proof where requested by Architect/Engineer:
 - 1. Performance and Payment bonds - 100% of contract amount.
 - 2. Insurance - 1% of contract amount.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

3. Mobilization and Demobilization - 2% of contract amount (Amounts shall be equal in value).
4. Temporary facilities and measures as specified in Section 015000 - 5% of contract amount.
5. Project Coordination Meetings as specified in Section 013100 - 5% of contract amount.
6. Rubbish removal and daily cleaning up. (Provide a total dollar amount and a daily rate for each calendar day during the contract period.)
7. All Cash Allowance items as contained in Section 012100.
8. On-site, full time superintendent starting on the date of the Notice To Proceed and ending on the date that all punch list items are completed, which for the purposes of the Schedule of Values, shall be the contract completion date.
9. A total dollar amount for furnishing all the Operations and Maintenance Manuals specified throughout the specifications - 1% of contract amount.
10. Record Drawing retainage amount specified in Section 017839 - 1% of contract amount.
11. Final cleaning - 2% of contract amount.

B. Show total costs including overhead and profit.

C. Provide additional details and data to substantiate the cost breakdown as requested by the Architect/Engineer.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

SECTION 013100
PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Work of this Section includes:
 - 1. Requests for Interpretation or for information
 - 2. Coordination between contractors, if applicable
 - 3. Administration of subcontracts
 - 4. Coordination of work with other Contractors, utility companies, and the Owner/Architect/Engineer
 - 5. Communication and coordination requirements
 - 6. Qualifications of Contractor's job site superintendent
- B. Site staffing requirements for the Contractor's superintendent are also specified herein, the costs for which shall be included in the Contract price.

1.02 REQUEST FOR INTERPRETATION OR INFORMATION

- A. The Contractor shall use the Request for Interpretation/Information Form included within this Section when the Contractor feels that additional information is needed to perform the work of the Contract.
- B. The Architect/Engineer will respond to requests utilizing the form provided herein.
- C. The Architect/Engineer's verbal response(s) to the Contractor's formal requests, if provided, shall not constitute an official response and if acted upon by the Contractor are done so at the Contractor's own risk and liability and shall not be subject to claims for additional compensation.
- D. The Architect/Engineer will respond in writing to the request as soon as possible.

1.03 COORDINATION BETWEEN CONTRACTORS

- A. Each Contractor shall fully cooperate with each other Contractor(s) and carefully fit its own work to that provided under other contracts as shown or specified in the Contract Documents and as may be coordinated by the Owner and as may be coordinated by the Owner/Architect
- B. Each Contractor shall not commit or permit any act that will interfere with the timely performance of work by any other Contractor.
- C. The Contractor shall conduct his/her own operations, and to cooperate with such other parties, so as to cause as little interference as possible with the work by others.
- D. The Contractor agrees to make no claim against the Owner/Architect/Engineer for additional payment due to delays or other conditions created by the operation of others.
- E. If any portion of the work of the Contractor, or any of his/her subcontractors, depends upon the proper execution of the work by others, the Contractor shall promptly give written notice to the Architect/Engineer of all purported defects in the installed work as renders it unsuitable for proper execution and completion of his own work. The Contractor shall further notify the

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

Architect/Engineer of all supposed delays, in the performance of his/her work, as will affect the timely performance of his own work or the project.

- F. The Contractor's lack of notice shall constitute an acceptance by him/her that the work of others is fit and proper for the reception of the Contractor's own work, except as to defects developing in the work that could not have been reasonably foreseen.
- G. The Contractor's lack of notice shall also constitute an acceptance by him/her and an acknowledgement of the timely performance of work by other Contractors or the Owner and that no claims for additional compensation may result.
- H. If the Owner/Architect/Engineer determines that the Contractor is failing to coordinate his own work with the work of others, then the Owner shall have the right to enforce the provisions of the Contract as related to non-performance.
- I. The Owner/Architect/Engineer shall not be liable for any damages suffered by this Contractor by reason of any other Contractor's failure to comply with the directions so issued by the Owner/Architect/Engineer, or by reason of another Contractor's default in performance; it being understood that the Owner does not guarantee the continued efficiency or work production of any Contractor and by execution of the Contract, the Contractor fully understood the potential coordination problems associated with projects involving multiple prime construction contracts.
- J. The Contractor's attention is specifically directed to the fact that he may not have exclusive occupancy of the work area within the limits of the Contract. Each Contractor shall afford the Owner, other Contractors, and utilities reasonable opportunity for the storage of their materials and equipment, and the execution of their work, and shall connect and coordinate his work with theirs as required by the Contract Documents.

1.04 SUBCONTRACTOR ADMINISTRATION AND COORDINATION

- A. Terms and conditions of the Contract shall be binding upon each subcontractor.
- B. Furnish each subcontractor and major equipment vendor at least one (1) copy of the Plans and Technical Specifications.
- C. Provide at least one (1) copy of each approved shop drawing to each subcontractor whose work may depend upon the contents of the shop drawing submittal. The Owner reserves the right to stop all work, without claims for delay, until such time as appropriate subcontractors are furnished with appropriate shop drawings.
- D. The Contractor shall sequence and schedule the work of subcontractors. Coordinate construction and administration activities of subcontractors. The Architect/Engineer and Owner will not accept telephone calls, facsimiles or office visits from any subcontractors on the project. Subcontractor and vendor questions and clarifications shall be directed to the Architect/Engineer by the Contractor.
- E. The Contractor's on-site project superintendent shall inspect all the work of all of his/her subcontractors, as it is being constructed. The Contractor's subcontractor shall not be permitted to do any work on the site without the Contractor's job site superintendent also being there to inspect the work as it is being performed.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

1.05 SPECIFIC COORDINATION REQUIREMENTS

- A. Project Coordination Meetings: Participate in and attend the Project Coordination Meetings as specified below:
 - 1. The meetings will be held when so called for by the Owner/Architect/Engineer.
- B. The Contractor shall sequence and schedule work so as not to interfere with the work by others and to afford each Contractor the time to complete their contractual obligations with the Owner. Coordinate the work of this Contract with the work by others. Coordination includes, but is not limited to, the following:
 - 1. Schedule work with all trades throughout the project to prevent interference.
 - 2. Accomplish work in coordination with the other Contractors in a manner that will allow each Contractor adequate time (at the proper stage of construction as determined by the Owner/Architect/Engineer) to perform and complete the work of their contract.
 - 3. The Contractor shall annotate on each of his own shop drawings and submittals, information that is relevant to the work of others or where potential conflicts in the installed work may occur. The Contractor shall "bubble" in green ink the area of potential conflict so as to alert the reviewer.
 - 4. Each prime Contractor shall provide the Architect/Engineer with a list of shop drawings that they may require to properly coordinate the work. If a list is not provided to the Engineer within fifteen (15) calendar days from the date of the Notice to Proceed, then it shall be taken that shop drawings of other prime Contractors are not required. Each prime Contractor shall be responsible for providing the list within the time specified.
 - 5. In case of conflicts due to improper coordination by any Contractor, the Owner/Architect/Engineer's resolution will be final. No compensation will be awarded for extra work required to resolve conflicts or to coordinate the work of all contracts.
 - 6. Coordinate space requirements, supports, and installation of mechanical, electrical and plumbing work which may be indicated diagrammatically on the Drawings. Follow routing shown for pipes, ducts, and conduit as closely as practicable. Place runs parallel with building lines. Utilize spaces efficiently to maximize accessibility for other installations, maintenance, and to facilitate repairs.
 - 7. In finished areas, except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of all fixtures and outlets with finish elements and work by all other trades.
- C. The Contractor shall also coordinate the work by complying with the following:
 - 1. Construction Schedule: The Contractor shall provide a construction schedule as specified in Section 013216 - Construction Schedules.
 - 2. Work Plan: All Contractors shall within five (5) calendar days from the date of the Notice to Proceed, submit to the Engineer a type written work plan in bullet format of the sequence of construction activities from start to finish of construction. A facsimile will not be accepted. All work plans shall include a description of the different major phases of construction as pertaining to the individual construction contract. As a minimum each work plan shall include the tasks and subtasks specified in Section 013216 for the project schedule.
 - a. Each Prime Contractor's work plan shall be complete and shall address every phase of the scope of the Contract.
 - b. The Engineer/Architect will forward all work plans to all other Prime Contractors.
 - c. Each Prime Contractor shall then prepare a construction schedule as specified below using the work plans prepared by others and his/her own.
 - 3. Equipment and Startup Schedule: All Contractors shall also submit a preliminary equipment delivery schedule and a preliminary startup schedule for all equipment and

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

systems being furnished under the Contract. This schedule shall be submitted within 30 calendar days from the date of the Notice To Proceed.

- a. Include an early and late date for each item.
- b. Indicate the time necessary to physically install and ready each item so that other work can be completed by other Prime Contractors.
- c. The Engineer/Architect may waive this schedule if the Contractor has adequately shown the information on the construction schedule, in the opinion of the Engineer/Architect.

D. Project Coordination Meetings: All Contractors shall participate in and attend the Project Coordination Meetings as specified below:

1. The meetings will be held when so called for by the Architect/Engineer.
2. The Architect/Engineer reserves the right not to hold these meetings if in his/her opinion they are not needed.
3. The time associated with attendance at the meetings shall be included in the lump sum bid and be subject to a credit of \$150 per hour for each unused hour that the Contractor does not attend.

1.06 CONTRACTOR'S JOB SITE SUPERINTENDENT

- A. Each Contractor shall employ an on-site superintendent as specified herein below. He/She shall be a full-time employee of the Contractor.
- B. Each Contractor shall name the job site superintendent within five (5) days of the Notice To Proceed. A letter to the Architect/Engineer shall be provided.
- C. He/She shall have the authority to sequence and schedule the work, and to staff the project, so as not to interfere with the work by others and to complete the work daily within the time so required.
- D. Each Superintendent shall have a minimum of five (5) years of experience as a job site superintendent for projects of equal size and complexity.
- E. The superintendent shall not be a foreman or crew supervisor.
- F. Each superintendent shall speak English. If required by the Architect/Engineer, provide a resume for the proposed superintendent that shall be typed and shall list the qualifications of the superintendent. Prior to the Contractor assigning a superintendent to the project, he may wish to arrange an interview with the Architect/Engineer to determine the proposed superintendent's ability to properly coordinate the work through the Owner/Architect/Engineer. The Contractor shall employ a superintendent acceptable to the Owner.

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REQUEST FOR INTERPRETATION/INFORMATION (RFI)

OWNER'S NAME: Westchester County DPW

PROJECT NAME & CONTRACT DESIGNATION: Roof, HVAC, and Electrical Upgrades Daniel P.
Material Recovery Facility

CONSTRUCTION CONTRACT NO.: WCPW2202

Product, Item, or System:	
Request Date:	RFI No.:
Specification Section:	Paragraph Ref:
Contract Drawing Reference(s):	
Describe Request:	
Signed:	See Contractor's Attachments for Additional Description for Information
Owner/Architect/Engineer Response:	
Architect/Engineer (Printed):	See Architect/Engineer's Attachments for Additional Information
Architect/Engineer's Signature & Date	<i>Response Accepted By Contractor</i> <i>Contractor's Signature & Date</i>
The Work shall be carried out in accordance with these supplemental instructions without change in Contract amount or Contract time for completion. Prior to proceeding with these instructions, indicate your acceptance of these instructions by signing where indicated and returning this form to the Architect/Engineer.	

MRF Roof, HVAC & Electrical Upgrades
Daniel P. Thomas MRF
Contract No.: 23-519

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

SECTION 013119
PROGRESS MEETINGS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Work of this Section includes the requirements for progress meetings.

1.02 PRE-CONSTRUCTION CONFERENCE

- A. The Contractor is required to attend the pre-construction conference at a location, date, and time selected by the Owner.
- B. The owner, a partner, or a corporate officer representing the Contractor shall attend the conference. The job site superintendent and office project manager for the Contractor shall also attend.
- C. The Architect/Engineer will prepare an agenda for the conference.

1.03 PROGRESS MEETINGS

- A. Progress meetings will be held approximately once every two (2) weeks during the project. The Owner may elect to hold meetings more or less frequently.
- B. At least seven (7) calendar days advance notice will be given by the Architect/Engineer or the date for the upcoming meeting will be set during the progress meeting.
- C. Attendance at progress meetings shall be mandatory. An amount of \$1,000 shall be deducted from the Contract Amount for each announced meeting not attended by the Contractor.
- D. The owner, a partner, or a corporate officer representing the Contractor shall attend each announced progress meeting. The job site superintendent and office project manager for each Contractor shall also attend.
- E. Subcontractors shall attend when requested by the Owner or Architect/Engineer at no cost to the Owner.
- F. Meetings will be conducted by Architect/Engineer at a location selected by the Owner, normally at or adjacent to the project site.
- G. The minimum agenda will cover:
 - 1. Identify present problems and resolve them.
 - 2. Plan work progress during next work period.
 - 3. Review the status of off-site fabrication and delivery schedule.
 - 4. Review shop drawings and submittal schedules.
 - 5. Review change order status.
 - 6. Review status of construction progress schedule.
 - 7. Coordinate access requirements.
 - 8. Other business related to the work.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

1.04 OTHER MEETINGS

- A. Attend special meetings which may be required or called for by Federal, State or Local authorities, utility companies, Owner, Architect/Engineer or any other firm, person or organization related to the project.

1.05 CONDUCTING MEETINGS

- A. General - This paragraph covers Owner and/or Architect/Engineer meetings with the Contractor and/or his subcontractors. Neither Owner nor Architect/Engineer 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/Engineer in advance.
- B. Chairman - When Architect/Engineer/Owner attend meetings, Architect/Engineer, or his duly authorized representative, will act as chairman. Should Owner-Contractor meetings be necessary, Owner will chair such meetings.
- C. Notices - Architect/Engineer or Owner will issue notices of meetings to all parties concerned and will note, thereof, who must attend and who may attend if they so desire. When a Contractor desires a formal meeting, make a request through Architect/Engineer. Except when Architect/Engineer determines that a prompt meeting is essential, all notices will be issued at least one week in advance of the meeting date.
- D. Agenda - All parties shall inform Architect/Engineer of items desired to be discussed and Architect/Engineer will notify all parties of all items to be considered. This is to allow each party to fully prepare for the meeting. This shall not be construed to mean that other items cannot be brought up at the meetings.
- E. Minutes - Minutes of meetings will be kept, written and distributed by the Chairman or his duly authorized representative. Minutes of all meetings will be available upon request to the Chairman.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

SECTION 013216
CONSTRUCTION SCHEDULE

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. This Section specifies the requirements for preparing construction schedules and for keeping them up to date.
- B. Prepare a Gantt Chart type schedule and keep it up to date as specified hereinafter.
- C. All schedules shall be submitted in accordance with the requirements contained herein in Section 013300.
- D. Refer to Section 013100 regarding the requirements for attendance at Project Coordination Meetings and additional requirements concerning the submission of other project coordination and sequencing information.

1.02 CONSTRUCTION SCHEDULE - GENERAL

- A. Coordinate the work and maintain the construction schedule. In the event actual progress begins to lag the schedule, promptly employ additional means and methods of construction to make up the lost time.
- B. Keep the construction schedule current and revise and resubmit as often as necessary to accurately reflect the conditions of the work, past progress and anticipated future progress.
- C. The construction schedule shall be completed, submitted, and deemed received by the Architect/Engineer prior to the first payment application.
- D. The schedule, when approved by the Architect/Engineer and the Owner, shall establish the dates for starting and completing work for the various portions of the Contract. It shall be the duty of the Contractor to conform to his/her own schedule and to perform the work within the time limits indicated. Failure to adhere to the approved schedule shall expose the Contractor to disputes, claims and additional costs incurred by others.
- E. Coordinate letting of subcontracts, material purchases, shop drawing submissions, delivery of materials, and sequence of operations, to conform to the schedule.
- F. Coordinate the construction schedule with the proposed schedules of the equipment suppliers and subcontractors.
- G. The schedule shall show the critical sequence items where new units must come online before existing facilities go offline, if applicable to the project. The schedule shall also show, in detail, the proposed sequence of the work and the estimated date of starting and completing each stage of the work in order to complete the project within the contract time.
- H. The schedule shall be plotted out in color and shall be 11-inch by 17-inch. It shall contain as many sheets as are necessary to show all rolled down tasks. Partially printed schedules will not be accepted. Each Contractor shall arrange to have it plotted on a color plotter suitable for the intended application.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- I. Prepare the schedule in a manner so that the actual progress of the work can be recorded and compared with the expected progress.
- J. The schedule shall use the following convention:
 - 1. Tasks for the General Contractor in blue ink.
 - 2. Task links/task dependency in blue ink.
 - 3. Work by others in green ink.
 - 4. Milestone dates (zero duration) by a red diamond.
 - 5. The end date for each task and subtask at the end of a bar.
 - 6. The description of all major tasks within the bar. The bar shall be red.
 - 7. Critical path.

1.03 CONSTRUCTION SCHEDULE - GANTT CHART TYPE

- A. The schedule shall show, in detail, the proposed sequence of the work and the estimated date of starting and completing each stage of the work in order to complete the project within the contract time.
- B. Prepare the schedule in a manner so that the actual progress of the work can be recorded and compared with the expected progress.
- C. Coordinate the construction schedule with the proposed schedules of the equipment suppliers and subcontractors.
- D. The schedule shall show the following:
 - 1. Task links/task dependency in blue ink.
 - 2. Work under the Contract in green ink.
 - 3. Work by others in blue ink.
 - 4. Milestone dates (zero duration) by a red diamond.
 - 5. The end date for each task and subtask at the end of a bar.
 - 6. The description of all major tasks within the bar. The bar shall be red.
 - 7. Critical path.

1.04 REVISION OF PROJECT PROGRESS SCHEDULE

- A. The Contractor shall evaluate and provide updated construction schedules monthly in accordance with job requirements. Each update shall be submitted to the Architect/Engineer for information purposes and be provided by the last Friday of every month.
- B. The Contractor shall modify his construction schedule to accommodate coordination of the construction contracts by the Owner/Architect/Engineer without claims for additional compensation or delay.
- C. The Architect/Engineer will provide an electronic version of the Final Combined Construction Schedule for use in keeping the schedule up to date.
- D. From time to time, and at stages deemed appropriate by the Architect/Engineer, the Architect/Engineer may issue updated schedules to reflect the project's status. The percent complete for each task may be shown, as determined by the Architect/Engineer.

MRF Roof, HVAC & Electrical Upgrades
Daniel P. Thomas MRF
Contract No.: 23-519

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

SECTION 013300
SUBMITTALS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. This Section specifies the requirements for making submissions for the project. Electronic submissions will be required unless expressly noted otherwise.
- B. Refer to Section 013216 - Construction Schedule for the requirements concerning the submission of construction schedules and for making updates thereto.

1.02 IDENTIFICATION OF SUBMITTALS

- A. Each and every submission shall be provided by the Contractor and shall be accompanied by a SUBMISSION TRANSMITTAL FORM. The Contractor shall use the specimen form made a part of this Section. *Submittals not containing the form will be returned to the Contractor un-reviewed.* The Architect/Engineer will not review project submissions until such time as the form is completed in its entirety. Identify each submittal and resubmittal using the form.
- B. Each individual submittal shall be identified with a 'submission log number' as specified here in this example: 033000.01-1
 - 1. The Section number for which the submittal applies, followed by a period, shall be indicated, "033000."
 - 2. The submittal within the Section shall be indicated by the next grouping "01". For instance and in this example, the concrete design mix may be submission "01", the waterstop catalog cut may be "02", and so on. Submittals shall be sequentially numbered within the Specification Section, i.e. 01, 02, etc.
 - 3. The number of times the submission was made shall be preceded by a dash and a numerical suffix as follows: "-1". In this example, the concrete design mix is being submitted for the first time. Use the number "1" for the first time it is being submitted.
 - 4. Subsequent submissions of the concrete design mix shall utilize the original number and a sequential numeric suffix, i.e. "2" for a resubmission, "3" for the second resubmission, and so on. Substitute the new number for the original "1".
- C. Where a layout drawing, containing different elements of the project, is being submitted and there is a question as to what the log number might be, then the Contractor shall contact the Architect/Engineer so that an agreed upon log number can be assigned.
- D. It is incumbent on the Contractor to initially assign the submission log number designation to each submission. Submissions not containing a log number, as specified above, will be returned to the Contractor un-reviewed by the Architect/Engineer.
- E. Every submittal shall also be accompanied by a Transmittal Letter (or "Speed Form") addressed to the Architect/Engineer's Project Manager as hereinafter defined.

1.03 COORDINATION OF SUBMITTALS

- A. Prior to submitting to the Architect/Engineer, fully coordinate all interrelated work. As a minimum, do the following:
 - 1. Determine and verify all field dimensions and conditions by field measuring existing conditions and the installed work of this Contract and work by others.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

2. Coordinate with all trades, subcontractors, vendors, system and equipment suppliers and manufacturers, public agencies, and utility companies and secure all necessary approvals, in writing.
- B. Make submittals in groups containing all associated items that in some way depend upon each other.
 1. This also applies to color charts, as one color may not be able to be selected without the selection of other colors so as to form a color-coordinated group.
 2. The Architect/Engineer may elect not to review partial or incomplete submissions, whereupon he will notify the Contractor of the additional submissions that are required before a review can be made.

1.04 TIMING OF SUBMITTALS

- A. Make submittals far enough in advance of scheduled dates of installation to provide time for reviews, for securing necessary approvals, for possible revisions and re-submittals, and for placing orders and securing delivery. The Architect/Engineer will review submittals in a manner as expedient as possible, and will generally send a written response to the Contractor within seven (7) calendar days of receipt of submittals.
- B. Submissions may be returned reviewed, unreviewed, rejected, returned conditioned upon submission of related items, or for other reasons set forth in the Contract Documents.
- C. Make submissions well in advance as the returning, rejecting or disapproval of submissions or other similar circumstances are possible and are deemed "avoidable delays". Costs for these delays or those attributed to Contractor's tardiness in making submittals shall be borne by the Contractor.
- D. All submittals requiring Architect/Engineer's review (except operations manuals) as required under the technical specifications of these documents shall be submitted within **FORTY FIVE (45)** consecutive calendar days after the date of the Notice to Proceed. An amount of **\$250** per calendar day shall be deducted from payment due the Contractor for each day that an outstanding submittal exists, said amount being the cost associated with the Architect/Engineer's review.
- E. Operation and maintenance manuals shall be submitted at least **FORTY FIVE (45)** consecutive calendar days prior to scheduled startup of the unit or system.
- F. If material or equipment is installed before it has been deemed to be in general compliance with the Contract Documents, as determined by the Architect/Engineer, the Contractor shall be liable for its removal and replacement at no extra charge and without an increase in contract time.

1.05 DESTINATION OF SUBMITTALS

- A. Each submission of documents shall be accompanied by a transmittal form containing the name of the project, the contract name, the Architect/Engineer's project manager, a submittal ID number, and a description of content for the submitted items.
- B. A copy of the TRANSMITTAL FORM shall also be provided to the Architect/Engineer's resident engineer/inspector at the job site.
- C. Electronic submittals shall be transmitted through the Newforma® Project Center website or by email, pending instruction by the Architect/Engineer. H2M architects + engineers is using a

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

project information application called Newforma® Project Center. One of its components is Newforma Info Exchange, a web application that facilitates sending and sharing transmittals, and file sharing.

- D. As an external team member on this project the Contractor will be required to access the H2M architects + engineers/Newforma Info Exchange website for information related to the project, including file transfers, RFI, Submittals, Action Items, and project Calendar information. The Contractor will have access to this website using any internet-capable computer running Internet Explorer or Firefox. All data transmitted through the H2M architects + engineers/Newforma Info Exchange website is encrypted and logged. Further instructions will be provided to the Contractor after the contract is awarded.
- E. Other submissions, such as material samples or other items as instructed by the Architect/Engineer, shall be sent to the Architect/Engineer's office as follows:
 - H2M architects + engineers**
 - 538 Broad Hollow Road - 4th Floor East**
 - Melville, New York 11747**
 - Attention: H2M Project Manager (Named at Pre-Construction Conference or in the Notice to Proceed)**

1.06 CLARITY OF SUBMITTALS

- A. All printed materials shall be neat, clean, professionally drafted by hand or by computer, clear, legible, and of such quality that they can be easily reproduced by normal photocopying.
- B. All electronic submittals shall be produced with a minimum resolution of 300 dpi.
- C. Binders of information shall be separated into groups, subsystems, or similar equipment/function. Copies not conforming to this paragraph will be returned to the Contractor without the Architect/Engineer's review.

1.07 CONTRACTOR'S REPRESENTATION

- A. By making a submission, the Contractor represents that he has determined and verified all field measurements and dimensions, field construction criteria, site and building constraints in terms of limitations in moving equipment into an enclosed space, materials, catalog and model numbers and similar data and that he has checked and coordinated each submission with other work at or adjacent to the project site in accordance with the requirements contained in Section 013100 - Project Management and Coordination and the Contract Documents.
- B. Every SUBMISSION TRANSMITTAL FORM shall contain the Contractor's approval stamp and date showing that the submittal has been approved by the Contractor. The Architect/Engineer will not review submittals that have not yet been reviewed and approved by the Contractor.

1.08 ENGINEER/ARCHITECT'S REVIEW

- A. Architect/Engineer will review and comment on each submission conforming to the requirements of this Section.
 - 1. Architect/Engineer's review will be for conformance with the design concept of the project and will be confined to general arrangement and compliance with the Contract Documents only, and will not be for the purpose of checking dimensions, weights, clearances, fittings, laying lengths, tolerances, interference's, for coordinating the work by others or subcontractors.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

2. The Architect/Engineer's review of a separate item, or portion of a system, does not represent a review of an assembly or system in which the item functions.
- B. The Architect/Engineer will mark submittals as follows:
 1. **NO EXCEPTION TAKEN (A)** - No corrections, no marks. The content of this submittal has been reviewed by the Architect/Engineer and been found to be in general compliance with the Contract Documents. No further submission of this submittal is required and the information contained in the submittal may be built into the work in accordance with the Contract Documents.
 2. **MAKE CORRECTIONS NOTED (B)** - Minor amount of corrections. The content of this submittal has been reviewed by the Architect/Engineer and has been found in general to be in compliance with the Contract Documents. The notations made on the submittal by the Architect/Engineer shall be incorporated into the work in accordance with the terms and conditions of the Contract Documents. No further submission of this submittal is required.
 3. **AMEND AND RESUBMIT (C)** - The content of this submittal has been reviewed by the Architect/Engineer and this review has determined that additional data and/or modification to the submitted data or other changes are required to bring the work represented in this submittal into compliance with the Contract Documents. This submittal shall be reviewed and revised in accordance with the Architect/Engineer's comments and resubmitted to the Architect/Engineer for review. The information contained on the resubmittal shall not be incorporated into the work until the submittal is returned to the Contractor marked "NO EXCEPTION TAKEN" or "MAKE CORRECTIONS NOTED".
 4. **REJECTED (D)** - The content of this submittal has been reviewed by the Architect/Engineer and has been determined not to be in accordance with the requirements contained in the Contract Document and requires too many corrections or other justifiable reason. The submittal shall be corrected and resubmitted or a submittal of an alternate shall be provided. No items are to be fabricated under this mark.
 5. **SUBMIT SPECIFIED ITEM (E)** - The content of this submittal has been reviewed by the Architect/Engineer and this review has indicated that the work displayed in the submittal is not in compliance with the Contract Documents. The Contractor shall submit another submittal for this portion of the work, which complies with the Contract Documents.
 6. **RECEIVED (R)** - This submittal is accepted on the project and filed for record purposes only, in accordance with the terms and conditions of the Contract Documents. Documents marked "RECEIVED" will not be returned.
- C. No payment will be made on any item for which a submission is required if such submission:
 1. has not been made,
 2. has been made but was not stamped "No Exceptions Taken" by Architect/Engineer,
 3. has been made and stamped "Make Corrections Noted", but contractor has not complied with Architect/Engineer's notes marked on the submittal,
 4. has been made and stamped "No Exceptions Taken", but item provided does not conform to the shop drawing nor to the Contract Documents.
- D. Submittals not required by these specifications will not be recognized or processed.
- E. Provide an 8-inch by 10-inch space for the Architect/Engineer's review stamp.

1.09 RESUBMISSIONS

- A. Prepare new and additional submissions, make required corrections, and resubmit corrected copies until found in compliance with the Contract Documents.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- B. On, or with, re-submittals, clearly describe revisions and changes made, other than the corrections requested by Architect/Engineer, which did not appear on the previous submissions.

1.10 CONTRACTOR'S RESPONSIBILITIES

- A. Architect/Engineer's review of submittals shall not relieve the Contractor of his/her responsibility for any deviation from the requirements of the Contract Documents nor relieve the Contractor from responsibility for errors or omissions in the submittals.
- B. No portion of the work requiring a submission shall be commenced until the Architect/Engineer has found the submission in general compliance with the Contract Documents.
- C. The Contractor shall provide written notification of any specification or drawing deviation.

1.11 EXCESS COSTS FOR ENGINEERING/ARCHITECTURAL SERVICES

- A. The Owner will charge to the Contractor, and will deduct from the partial and final payments due the Contractor, all excess engineering and architectural expenses incurred by the Owner for extra services (work) conducted or undertaken by the Architect/Engineer as stipulated below:
 - 1. Services and other similar charges because of the Contractor's errors, omissions, or failures to conform to the requirements of the Contract Documents as related to administrative charges associated with non-compliance with the requirements for making project submissions.
 - 2. Services and other similar charges required to examine and evaluate any changes or alternates proposed by the Contractor and which may vary from the Contract Documents.
 - 3. Services and other similar charges as a result of the Contractor's proposed substitution of materials, equipment or products which require a redesign of any portion of the project, as contained in the Contract Documents at the time of bid.
 - 4. Services and other similar charges as a result of the Contractor's proposed substitution of products which require an engineering and/or architectural evaluation, beyond the time stipulated in Section 012500, to determine if the substituted product is equal to that specified.
 - 5. Services and other similar charges as a result of changes by the Contractor to dimensions, weights, sizes, voltages, phase, horsepower, materials of construction, and similar physical or operating characteristics of the product furnished which require redesign of the project in any way.
 - 6. Services and other similar charges for the review of resubmissions of shop drawings that have been marked as "No Exceptions Taken" or "Make Corrections Noted".
 - 7. Services and other similar charges for the review of shop drawings submitted more than two (2) times for the same product or portion of the work.

1.12 MISCELLANEOUS SUBMITTALS

- A. Provide a Submittal Schedule within seven (7) calendar days from the date of the Notice to Proceed. The Submittal Schedule shall list all submittals for the project referenced by draft log number. Provide the estimated date that the submittal will be transmitted to the Architect/Engineer for review.
- B. Within seven (7) calendar days from the date of the Pre-Construction Meeting, submit a Proposed Products List. This list shall be a complete listing of all products proposed for use, with name of manufacturer, service headquarters, trade name and model number of each product. Partial listings will not be accepted.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- C. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

1.13 SUBCONTRACTOR LIST

- A. The Contractor shall submit, on AIA Form G705, within THIRTY (30) calendar days after the date of the Notice to Proceed, a list of all subcontractors, including the names of the major subcontractors that were submitted at the time of the bid.
- B. Indicate M/WBE subcontractors in accordance with the requirements contained in other portions of the Project Manual.

1.14 MATERIAL SAFETY DATA SHEETS (MSDS)

- A. Comply with "Right to Know" requirements of Chapter 551 of Laws of New York, 1980, concerning notification of the use of toxic substances.
- B. Any product or substance used by the Contractor or its subcontractors which is listed in Subpart Z of OSHA Part 1910 Title 29 of the Code of Federal Regulations entitled "Toxic and Hazardous Substances" shall be identified to the Owner/Architect/Engineer by the Contractor's submission of a standard Material Safety Data Sheet (MSDS) in accordance with "Right To Know" requirements.
- C. Products will not be permitted to be kept on site without a MSDS.

1.15 SHOP DRAWINGS

- A. Submit shop drawings for all fabricated work, for all manufactured items and for items specifically required by the specifications.
- B. Subcontractors shall submit shop drawings directly to the Contractor for checking. Thoroughly check subcontractors' shop drawings for measurements, sizes of members, details, materials, and conformance with the Contract Documents.
 - 1. Return submittals which are found to be inaccurate or in error.
 - 2. Do not submit to the Architect/Engineer until all corrections have been made.
- C. Clearly show the relationship of the various parts of the project and where the information provided on the submission depends upon field measurements and existing conditions.
- D. The Contractor shall make all measurements, confirm existing conditions, and include them on the shop drawings before making a submission to the Architect/Engineer.
- E. Submissions for a single item, or group of related items shall be complete.
- F. When submitting manufacturers' catalogs, pamphlets or other data sheets, in lieu of prepared shop drawings, clearly mark the items being submitted for review.
- G. If the shop drawings contain any departures from the contract requirements, specifically describe them in the letter of transmittal.
 - 1. Where such departures require revisions to layouts, structural, architectural, electrical, HVAC or any other changes to the work as shown, Contractor shall, at his own expense, prepare and submit revised drawings accordingly.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

2. Make drawings the same size as the Contract Drawings and to the same scale.

1.16 SAMPLES

- A. Where required, or where requested by the Architect/Engineer, submit sample or test specimens of materials to be used or offered for use.
 1. Samples shall be representative, in all respects, of the material offered or intended, shall be supplied in such quantities and sizes as may be required for proper examination and tests, and shall be delivered to Architect/Engineer, prepaid, along with identification as to their sources and types of grades.
 2. Submit samples well in advance of anticipated use to permit the making of tests or examinations.
- B. Samples will be checked for conformance with the design and for compliance with the Contract Documents.
- C. Work shall be in accordance with the approved sample. The use of materials or equipment for which samples are requested or required to be submitted is not permitted until such time that the Architect/Engineer has completed his review.

1.17 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to Architect/Engineer.
- B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation. Provide manufacturer's instructions with shop drawings.

1.18 CERTIFICATIONS

- A. Submit certifications of compliance indicated in the Contract Documents.
- B. Certifications shall be complete and exact, they shall be properly authenticated by the written signature, in ink, of an owner, officer or duly authorized representative of the person, firm or organization issuing such certification and they shall guarantee that the materials or equipment are in complete conformance with the requirements of these specifications.

1.19 COLORS AND PATTERNS

- A. Unless the precise color and pattern are specified, whenever a choice of color or pattern is available in a specified product, submit accurate color and pattern charts for Architect/Engineer's and Owner's review and selection.

1.20 MANUFACTURER'S SERVICE CENTER

- A. The product of a manufacturer who does not maintain an adequate nearby service center and a sufficient stock of spare parts are subject to rejection by Architect/Engineer solely on that basis.
- B. With each submission, submit information on manufacturer's facilities and give complete details of his service policies and capabilities, and a general idea of the stock of spare parts available. Submit this information in the form of a certification. Also include names, addresses and

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

telephone numbers of at least three of the service center's present customers who are in the area of the project.

1.21 TEST RESULTS AND INSTALLATION

- A. Whenever field startup services are specified, the Contractor shall obtain from the manufacturer and submit to the Architect/Engineer Manufacturer Startup Reports (MSR's). The report shall detail the results of the field visit and all special conditions resulting from the startup.
- B. Whenever field or factory tests are required on materials, equipment and systems, such tests shall be performed and the test results submitted to Architect/Engineer in the form of a MSR.
- C. Do not deliver to the project or incorporate into the work any materials or equipment for which Architect/Engineer has not completed his review and found same to be in general conformance with the Contract Documents.
- D. Submit MSR's within thirty (30) calendar days after the date of the startup or factory test.

1.22 SPARE PARTS LIST

- A. Prepare a list of all spare parts specified to be provided in other Sections. Compile the total list for the purposes of reviewing actual spare parts delivered versus spare parts specified to be provided. The list shall reference the Section, model number, and quantity to be provided.

1.23 WAIVER OF CERTAIN SUBMITTAL REQUIREMENTS

- A. Unless otherwise specified, the requirement to submit data and samples for products specified for approval will be waived for products specified by brand name if the specifically named products are furnished for the work. In such cases, the Contractor shall submit two (2) copies of required Product Data directly to the Architect/Engineer's field representative for information and verification during its incorporation into the work. The SUBMISSION TRANSMITTAL FORM shall always be used.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

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MRF Roof, HVAC & Electrical Upgrades**Daniel P. Thomas MRF**

Contract No.: 23-519

CONTRACTOR'S COMPANY NAME

ADDRESS

SUBMISSION TRANSMITTAL FORM**CLIENT NAME:** Westchester County DPW**PROJECT TITLE:** Roof, HVAC, and Electrical Upgrades Daniel P. Material Recovery Facility**H2M PROJECT NO.:** WCPW2202

Product, Item, or System Submitted:			
Submission Date:		Submission Log No.:	
Specification Section:		Paragraph Reference:	
Contract Drawing Reference(s):			
Manufacturer's Name:			
Manufacturer's Mailing Address:			
Manufacturer's Contact Information:	<i>Name</i>	() <i>Tel. no.</i>	<i>Email</i>
Supplier's Name:			
Supplier's Mailing Address:			
Supplier's Contact Information:	<i>Name</i>	() <i>Tel. no.</i>	<i>Email</i>
This item is a substitution for the specified item:	<input type="checkbox"/> No		<input type="checkbox"/> Yes
Contractor's Approval Stamp with Signature & Date	<u>Contractor's Brief Comments or Remarks</u> (attach separate letter as needed):		
	By making this submission, we represent that we have determined and verified all field measurements and dimensions, field construction criteria, site and building constraints in terms of limitations in moving the item into the enclosed space, materials, catalog and model numbers and similar data and that we have checked and coordinated this submission with other work at or adjacent to the installed location in accordance with the requirements contained in the Contract Documents.		

SUBMITTALS

013300- 9

MRF Roof, HVAC & Electrical Upgrades
Daniel P. Thomas MRF
Contract No.: 23-519

END OF SECTION

SECTION 014100
REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Codes
- B. Governing agencies
- C. Permits

1.02 CODES

- A. Comply with the requirements of the various codes referred to in these Specifications. Such codes shall be the date of the latest revision in effect at the time of receiving bids.
- B. If there is a conflict between local, state, and/or Federal regulatory requirements, seek a consultation with the State Department of Labor. Resolve conflicts to the satisfaction of the State Department of Labor prior to commencing work.
- C. Electrical Work: Conform to the requirements of the National Electrical Code (NEC) unless otherwise shown or specified. The Owner will be the sole judge of the interpretation of these rules and requirements.

1.03 GOVERNING AGENCIES

- A. All work shall conform to and be performed in strict accordance with all governing agencies such as, but not limited to:
 - 1. Occupational Safety and Health Act - OSHA
 - 2. State Department of Environmental Conservation
 - 3. State Building Code
 - 4. State Fire Code
 - 5. National Fire Protection Association - NFPA
 - 6. National Electrical Code
 - 7. State Plumbing Code
 - 8. New York State Energy Conservation Construction Code
 - 9. Town Codes, Rules, Laws and Ordinances
 - 10. Electric Utility
 - 11. Westchester County Department of Public Works.

1.04 INSPECTIONS

- A. Representatives of the Owner shall have access to the work for inspection purposes. The Contractor shall provide facilities suitable to the Owner to facilitate inspections of the installed work.
- B. Obtain and pay for all permits, fees, licenses, certificates, inspections and other use charges required in connection with the work.
- C. Such permits include, but are not limited to:
 - 1. Nassau County Fire Marshall

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- a. The Contractor shall employ the services of a specialty Contractor to prepare all drawings and complete all applications. Approved Contractor shall be James Woerner, Inc., Farmingdale, New York, telephone (631) 454-9330.

1.05 NOISE CONTROL

- A. Control noise in accordance with Town and OSHA requirements.
- B. Operations which may generate objectionable noise shall be limited to between the hours of 8:00 a.m. to 4:30 p.m. on weekdays.

1.06 PERFORMANCE BONDS

- A. The Contractor shall obtain, pay for and submit all bonds required in connection with the work.

1.07 LISTINGS

- A. Equipment and materials for which Underwriters' Laboratories, Inc. (UL) provides product listing service, shall be listed and bear the listing mark.

1.08 FIRE RESISTANT CONSTRUCTION MATERIALS AND ASSEMBLIES

- A. Conform to the fire rating classifications based upon the test methods and acceptance criteria in the Standard, Fire Tests of Building Construction and Materials for which Underwriters' Laboratories, Inc. (UL) provides listings.
- B. Materials and assemblies shall comply with the acceptance criteria, detailed description of the assembly, its performance in the fire test and other pertinent details such as specification of materials, Classification coverage, and alternate assembly details.
- C. Alternatively, fire resistance rating classifications by other issuing organizations listed in the Fire and Building Codes are acceptable.

1.09 COORDINATION WITH ELECTRIC UTILITY COMPANY

- A. Comply with the utility company requirements for the incoming electric service.
 1. An allowance for the utility company's charges is included in Section 012100.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

SECTION 014320
PRE-INSTALLATION MEETINGS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Work of this Section includes the requirements for pre-installation meetings.

1.02 PRE-INSTALLATION MEETINGS

- A. As required in individual specification sections, the Contractor shall convene a pre-installation meeting at the site prior to commencing work of the section.
- B. Pre-installation meetings are to be convened at least one week prior to commencing work on the section. The contractor shall arrange and require attendance of Owner/Architect/Engineer and parties directly affecting, or affected by, work of the specific section.
 - 1. At least seven (7) calendar days advance notice is to be given.
 - 2. The contractor shall prepare agenda and preside at meeting. At a minimum the following items are to be discussed:
 - 3. Review conditions of installation, preparation and installation procedures.
 - 4. Review coordination with related work.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

SECTION 014500
QUALITY CONTROL

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Requirements for monitoring the quality of the constructed project.

1.02 QUALITY ASSURANCE - 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 specified standards as a minimum quality for the work except when more stringent tolerances, codes, or specified requirements indicate higher standards or workmanship that is more precise.
- C. Perform work by persons qualified to produce workmanship of specified quality.
- D. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.
- E. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.

1.03 REFERENCE STANDARDS

- A. Conform to reference standards by date that the project was last bid.
- B. Obtain copies of standards when required by Contract Documents.
- C. Should specified reference standards conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- D. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.04 FIELD OBSERVATION OF CONTRACTOR'S WORK

- A. The Architect/Engineer will provide periodic observation of the Contractor's work.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions. Verify that the existing substrate is capable of structural support or attachment of new Work being applied or attached.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

Examine and verify specific conditions described in individual specification sections. Verify that utility services are available, of the correct characteristics, and in the correct locations.

3.02 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance. Seal cracks or openings of substrate prior to applying next material or substance.
- B. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

END OF SECTION

SECTION 014536
ENVIRONMENTAL QUALITY CONTROL

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Asbestos and lead-based paint certification.
- B. Moisture control.

1.02 ASBESTOS AND LEAD-BASED PAINT CERTIFICATION

- A. Contractor shall submit the enclosed "Asbestos and Lead-Based Paint Certification" upon completion of all work.

1.03 MOISTURE CONTROL

- A. The Contractor shall maintain a strict policy and protocol for the control of water infiltration and moisture build-up during the course of the project. The plans and specifications are not intended to depict each and every condition or detail of construction. As the knowledgeable party in the field, the Contractor is in the best position to verify that all construction is completed in a manner which will provide a watertight structure. The Contractor has the sole responsibility for ensuring the watertight integrity of the structure. The Contractor's contractual obligations include, but are not limited, to the following:
- B. Water Infiltration: If the Contractor observes water infiltration (unintended) into a completed building or an ongoing construction site, he must immediately report the condition to the Owner and Architect/Engineer, and shall immediately take steps to investigate the source of the water infiltration, identify the responsible party (person who performed work that resulted in water infiltration) and devise a procedure to promptly eliminate water infiltration into the building.
- C. Handling of Water-Damaged Building Materials and Construction:
 - 1. Contractor shall inspect all building materials delivered to the site for pre-existing water damage, as well as existing mold growth.
 - 2. If in-place construction becomes wet, notify the Owner and Architect/Engineer immediately. The Owner and Architect/Engineer will determine whether or not the work shall be removed and replaced, or if the type of material can be permitted to dry.
 - 3. Under no circumstances may new or additional construction be placed over, or otherwise enclose, wet building materials.
- D. Visible Mold/Mildew:
 - 1. If the Contractor observes any substance that appears to be mold or other fungal growth and/or an unidentified substance within a completed building or the ongoing construction site, he shall immediately suspend construction operations in the area, and report the condition to the Owner and Architect/Engineer.
 - 2. No person shall be allowed back into the affected area without permission of the Owner.

1.04 SUBMITTALS

- A. Contractor shall submit completed and notarized "Certification of Asbestos and Lead-Based Paint" form.

MRF Roof, HVAC & Electrical Upgrades
Daniel P. Thomas MRF
Contract No.: 23-519

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

This space left intentionally blank.

**Certificate of Asbestos and Lead-Based Paint
(New Work)**

Client's Name: _____

Project Location: _____

Project Address: _____

Project Name: _____

Project Number: _____

CERTIFICATION:

This Contractor hereby certifies that no asbestos-containing material and lead-based paint, as defined by applicable federal and state regulations, has been furnished or installed at the referenced project:

Contractor Name: _____

Signature: _____

Address: _____

Telephone: _____ Date Executed: _____

This Form Shall Be Notarized

END OF SECTION

SECTION 015000
TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. This Section supplements the General Conditions.
- B. The Work of this Section includes temporary facilities, utilities, and controls to be furnished by the Contractor for this project as it is specified herein.

1.02 CARE AND PLACEMENT

- A. All temporary and permanent facilities and controls and all other elements on the project site shall meet all standards of the Occupational Safety and Health Act of 1970 and subsequent revisions. The Contractor shall comply with all requirements of the Act.
- B. The Contractor shall take every precaution and shall provide such equipment and facilities as are necessary or required for the safety of its employees and persons at the site.
- C. In the event of damage to existing and/or temporary facilities then immediately make all repairs and replacements to an equal condition prior to the event.

1.03 QUALITY PERFORMANCE

- A. Comply with and perform all work in accordance with the requirements of local authorities and utility companies having jurisdiction, and all applicable codes, regulations and ordinances.
- B. Secure approvals from the appropriate jurisdictions and utility companies on all repairs, relocations, connections, disconnections and the Work.
- C. All barricades, warning signs, lights, temporary signals and other protective devices shall conform with "Manual on Uniform Traffic Control Devices for Streets and Highways", US Government Printing Office.

1.04 SUBMITTALS

- A. The Contractor shall provide a list of contact numbers as follows:
 - 1. Contractor's superintendent and office project manager (cellular, office, fax, trailer, and email address).
 - 2. All subcontractors.
 - 3. Emergency services such as fire department, police, and ambulance.
 - 4. Contractor shall also submit the following:
 - a. Name and qualifications of person or persons who shall be available to render first aid.
 - b. Names, addresses and telephone numbers of personnel who can be telephoned and act on behalf of Contractor in the event of emergencies or other problems requiring prompt attention during winter shutdown, holidays, nights and other periods when the Contractor's superintendent may be absent from the project site.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

1.05 CONTRACTOR'S RESPONSIBILITY

- A. The Contractor shall be responsible for the installation, performance, maintenance, and repair of all temporary facilities and controls specified herein this Section as originally provided.
- B. The Owner reserves the right to immediately correct a Contractor caused action, if in the opinion of the Owner, the situation may result in the immediate loss of life, property, and degradation of the environment. The costs for actions taken by the Owner shall be deducted from money due or to become due the Contractor. Amounts in excess shall be paid by the Contractor.
- C. If the Contractor caused situation is not deemed immediate, then the Contractor shall, within 24 hours of receipt of written and/or verbal notice, correct the defect or unsatisfactory condition.
- D. The Owner may repair, correct, replace, or install temporary facilities to correct the situation if the Contractor fails to perform within the allowed time. The costs to make the corrections shall be deducted from money due or to become due the Contractor. Amounts in excess shall be paid by the Contractor.

PART 2 - PRODUCTS

2.01 GENERAL

- A. The Owner may use temporary power lines, pipes, roadways or other facilities that the Contractor furnishes, installs, and maintains (then removes at the completion of the work), during the period of construction.
- B. The location of all temporary power lines, roadways, and other necessary temporary facilities shall be subject to the approval of the Architect/Engineer, and these shall be located and operated so as not to interfere with the operation of the facilities.

2.02 WATER FOR CONSTRUCTION PURPOSES

- A. The Contractor shall obtain water from the nearest potable water source as designated by the Owner.
- B. The Owner will pay for water usage for general construction activities such as dust control and for sanitary purposes, like hand washing.
- C. The Contractor shall exercise measures to conserve water.
- D. Provide insulation and heat tracing to prevent freezing of temporary piping. Drain hoses at the end of each use.
- E. All Contractors, subcontractors, and personnel involved in the project shall be permitted to use water for construction purposes as provided under this paragraph.

2.03 SANITARY FACILITIES

- A. General Contractor shall provide and maintain temporary toilet facilities for use by all contractors.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- B. These facilities shall be maintained in a strictly sanitary manner and be screened from the general public.
- C. All facilities shall be in accordance with the Occupational Safety and Health Act (OSHA) standards and all other applicable local codes.
- D. The locations of such facilities shall be determined by the Architect/Engineer or the Owner and be shown on the General Contractor's Site Utilization Plan.
- E. All applicable codes and regulations regarding the maintenance and method of waste disposal for these facilities will be strictly enforced. These facilities shall be of the portable type.

2.04 BARRIERS AND PROTECTION

- A. The Contractor shall provide railings, barricades, signs, fences, overhead protection, walkway covers and other protective devices to prevent unauthorized entry to construction areas, to allow for the Owner's / Public safe use of the site and to protect existing facilities and adjacent structures from damage from the work.
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing buildings.
- C. Provide protection for plant life designated to remain.
- D. Protect vehicular traffic, stored materials, public utilities, site and structures from damage.
- E. Provide warning signs, detour signs and other traffic control devices to insure the safety of plant operators and to adequately direct traffic around the work. Illuminate barricades, obstructions, and warning signs from sunset to sunrise.

2.05 TEMPORARY FENCING

- A. The Contractor is responsible for performance compliance with OSHA standards.

2.06 TEMPORARY HANDRAILS AND SCAFFOLDS

- A. All temporary handrailing and scaffolds shall be designed and erected in compliance with OSHA standards. The Contractor is responsible for performance compliance with OSHA standards.
- B. Handrails shall be securely installed and maintained in accordance with OSHA regulations until the permanent railing or grating has been permanently installed and approved by the Architect/Engineer.
- C. All scaffolding and platforms shall be erected in a safe and substantial manner complying with OSHA requirements.
- D. All temporary handrails and scaffolds shall be designed by a professional engineer licensed in the state where the project is being constructed.
 - 1. The design drawings and details shall be stamped by the licensed engineer and submitted for record purposes.
 - 2. The Contractor's design engineer shall visit the site to certify that the handrailing and/or scaffolds have been erected pursuant to the stamped design.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- E. The General Contractor shall protect all openings in building/structures of any type such as shafts, deck openings, and other building related chases.

2.07 DUST CONTROL

- A. The Contractor shall provide measures to control dust resulting from the work.
- B. Control dust at locations and in such quantities and frequencies as required to prevent dust from becoming a nuisance to the surrounding area.
- C. In the event the Contractor does not adequately provide for dust control, or should insufficient quantities of dust control agents be placed and Contractor fails to place additional quantities within 4 hours after Architect/Engineer's direction, Owner will perform the required work by whatever means deemed expedient and all expenses incurred by Owner will be charged to and paid by Contractor.
- D. Take care in selecting and applying dust control agents so as not to make roadways or walkways slippery, muddy or hazardous. Dust control agents shall be acceptable to the Architect/Engineer.
- E. The Contractor shall provide all roadways with dust control.

2.08 RUBBISH REMOVAL

- A. The Contractor shall be responsible for overall rubbish removal.
- B. Burning of rubbish and trash will not be permitted.
- C. The Contractor shall clean up trash as specified in Section 011400 - Work Restrictions or more often if the trash interferes with the work of others, presents a hazard or if directed by the Architect/Engineer.
- D. Dispose of rubbish and waste materials in accordance with state regulations and local ordinances.
- E. The Contractor shall be responsible for maintaining the site free of trash.

2.09 ENCLOSURES

- A. The Contractor shall provide and maintain temporary enclosures, sheds, or fenced-in areas to accommodate protection for products, material and equipment.
- B. Store equipment that cannot be exposed to outdoors in accordance with Section 016500 - Product Delivery, Storage and Handling.

2.10 SECURITY

- A. The Contractor shall provide security and facilities to protect work from unauthorized entry, vandalism and theft.
- B. Coordinate with Owner's security program, if applicable.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- C. The Contractor has full responsibility for the working area until final acceptance and payment.
- D. The Contractor shall maintain any perimeter fencing that pre-existed prior to the start of construction. A temporary perimeter fence shall be required at all times during the construction and until the new perimeter fence is installed, or until the project is accepted by the Owner.
- E. All on-site employees shall bear, at all times, an identification badge, conspicuously worn, which shall include, at a minimum, a passport or similar size photograph, the name of the employee and the name of the company.
- F. Any employee working on site without a photo identification badge will be instructed to leave the site.
- G. All company vehicles shall be conspicuously identified, through sufficiently sized lettering on both the passenger and driver sides, with the company name, address and telephone number.
 - 1. All employee owned vehicles shall have an 8-1/2 inch by 11 inch sign with the company name, address and telephone number placed on the dashboard on the driver side.
- H. Submit to the Owner a complete listing of all employees that will or might be performing work at the project site.
 - 1. Furthermore, provide sufficient information as may be required for the Owner to conduct background checks, in accordance with the Fair Credit Reporting Act.

2.11 PARKING

- A. Provide and maintain access to fire hydrants, building entrances, process tanks, doors and the work in general.
- B. The Contractor shall have his or her employees and subcontractors park in areas designated by the Owner/Architect/Engineer.
- C. If designated on the Contract Drawings, then only use those areas for parking.

2.12 DAMAGES

- A. The Contractor, with the prior approval of the Owner/Architect/Engineer, shall promptly repair any damage, directly or indirectly caused by the Contractor's operations.
- B. All repairs shall be to the complete satisfaction of the Owner and equal in quality to that which pre-existed.

2.13 FIRST AID FACILITIES & EMERGENCY TELEPHONE NUMBERS

- A. The Contractor shall provide and maintain adequately equipped first aid facilities in a location or at locations that are readily accessible to workmen, Architect/Engineer 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/Engineer.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

2.14 POLLUTION CONTROL

- A. Do not permit pollutants, such as chemicals, fuels, lubricants, calcium chloride, sewage, water containing sediments and other deleterious, poisonous, toxic or oxygen demanding substances to enter or leach into streams, lakes, wetlands, other surface waters, into groundwater, or into the air.
- B. In waters used for public water supply or used for trout, salmon or other game or forage fish spawning or nursery, control measures must be adequate to assure that turbidity in the receiving water will be increased not more than 10 standard turbidity units (s.t.u.) in the absence of other more restrictive locally established limitations, unless otherwise permitted by the State.
- C. In no case shall the classification for the surface water be violated, unless otherwise permitted by the State.
- D. In water used for other purposes, the turbidity shall not exceed State limits.

2.15 REMOVALS

- A. Remove all items provided under this Section except as otherwise specified.

PART 3 - EXECUTION

3.01 PROTECTION OF EXISTING UTILITIES AND PUBLIC WORKS

- A. Maintain and protect existing utilities and public works including, but not limited to, conduits, sewers, water mains, electric and telephone conductors or conduits, and gas mains encountered during the construction.
- B. In the event that damage shall result to any service pipe for water or gas, or any private or public sewer or conduit, the Contractor shall immediately, and at its own expense, repair same to the satisfaction of the Architect/Engineer.
- C. Any contents from the pipes, sewers or conduits shall be immediately removed and disposed in accordance with applicable laws.

3.02 REMOVAL OF UTILITIES, FACILITIES AND CONTROLS

- A. Remove temporary above grade or buried utilities, equipment, facilities and materials, immediately following substantial completion and prior to release of retainage.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.
- D. Final payment will not be processed until all removals have been completed to the satisfaction of the Owner/Architect/Engineer.

3.03 PROTECTION OF EXISTING PROPERTY

- A. Protect existing structures and finishes during performance of the work.

TEMPORARY FACILITIES AND
CONTROLS
015000- 6

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- B. Protect existing trees and plants during performance of the work.
- C. Do not deposit excavated materials or store materials around trees or plants or attach guy wires to trees.

END OF SECTION

SECTION 016100
BASIC PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. This Section includes the general requirements for products that are to be furnished, installed, or otherwise incorporated into the project.

1.02 QUALITY ASSURANCE APPLIES TO ALL PRODUCTS

- A. In addition to the Contractor's warranties and guarantees on materials and equipment required under the General Conditions of the Contract and the Technical Specifications contained hereinafter, the Contractor shall also be responsible for all materials, equipment, and products that have or is planned to be incorporated into the work.
 - 1. The Contractor shall be responsible for the finished work and that it accurately and completely complies with these Contract Documents.
 - 2. The Contractor shall be responsible for work performed by subcontractors, equipment suppliers, and material vendors.
 - 3. The Contractor shall be satisfied as to the product's performance before it is ordered for installation. At the Contractor's option, he/she shall have tested each product to determine compliance with these specifications.
- B. The Architect/Engineer may check all or any portion of the work and the Contractor shall afford all necessary assistance to the Architect/Engineer in carrying out such checks.
 - 1. Such checking by the Architect/Engineer shall not relieve the Contractor of any responsibilities for the accuracy or completeness of the work.
 - 2. Such checking is a courtesy service being provided by the Owner and does not relieve the Contractor of his/her responsibilities under this Construction Contract.
- C. If witnessed shop tests or inspections are required at the point of manufacture, the Contractor shall keep the Architect/Engineer advised as to the progress of the work to allow inspection at the proper time and place. Provide at least two (2) weeks advance notice before scheduled shop tests.
- D. Should a dispute arise as to the quality of workmanship, equipment or material performance, then the final decision regarding acceptability with these Contract Documents shall be that of the Owner.
- E. At the request of the Architect/Engineer, the Contractor shall promptly provide the services of a competent representative of the manufacturer at the project site, fully equipped and prepared to answer questions, perform tests, make adjustments and to prove compliance with the Contract Documents free of all additional charges. Proof of compliance shall be the responsibility of the Contractor, and such special visits to the project site by the manufacturer shall not be eligible under any cash allowances or stipulated man-hours necessary to startup the system and/or train the Owner as may be specified in the Technical Specifications.

1.03 QUALITY ASSURANCE - EQUIPMENT

- A. Erect and install products under the supervision of a competent and experienced superintendent. The method of installation, including anchorage, clearances, and tolerances for

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

rotating assemblies, methods of support for equipment and adjacent piping, shall be as recommended by the equipment manufacturer unless detailed on the Drawings or specified.

- B. All material furnished shall be new, and guaranteed free from defects in workmanship, installation, and design.
- C. Design and fabricate equipment in conformance with ANSI, ASTM, ASME, ASHRAE, IEEE, NEC and NEMA Standards.
 - 1. Equipment shall withstand the stresses that may occur during fabrication, testing, transportation, installation and conditions of operation.
 - 2. Pumps shall conform to the requirements of the Hydraulic Institute.
 - 3. Equipment shall comply with the latest OSHA regulations and the ANSI Safety Standards.
- D. Equipment shall be products of manufacturers who produce evidence of their ability to promptly furnish any and all interchangeable replacement parts as may be needed at any time within the expected life of the equipment.
- E. Manufacturers shall also have readily available access to suitable and accurate testing facilities for performing the required shop tests.

PART 2 - PRODUCTS

2.01 MATERIALS AND EQUIPMENT

- A. The Owner reserves the right to reject any material or equipment manufacturer who, although he appears to be qualified and meets the technical requirements, does not provide satisfactory evidence indicating adequate and prompt post-installation repair and maintenance service, as required to suit the operational requirements of the Owner.
- B. Whenever it is required that the Contractor furnish materials or manufactured articles or shall do work for which no detailed specifications are set forth, the materials or manufactured articles shall be of the best grade in quality and workmanship obtainable on the market from firms of established good reputation, or, if not ordinarily carried in stock, shall conform to the usual standards for first-class materials or articles of the kind required.
- C. Perform work in full conformity and harmony with the intent to secure the best standard of construction and equipment of the work as a whole or in part.
- D. Items of any one type of material or equipment shall be the product of a single manufacturer.
 - 1. For ease of the Owner in maintaining and obtaining service for equipment and for obtaining spare parts from as few places as possible, to the maximum extent possible, use equipment of a single manufacturer.
 - 2. The Architect/Engineer reserves the right to reject any equipment from various manufacturers if suitable equipment can be secured from fewer manufacturers and to require that source of materials be unified to the maximum extent possible.
- E. Substitute equipment shall not be fabricated nor installed until after written decision to accept request is received from the Architect/Engineer.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

2.02 CONTROL PANELS, MCC'S AND SWITCHBOARDS

- A. All control panels, motor control centers, and switchboards shall be fabricated with pilot lights, selector switches, PLC, graphics display panels, elapsed time meters and other components that shall match.
 - 1. This does not require that all components be one manufacturer, but does require that the like components be of the same manufacturer.
 - 2. The Contractor shall coordinate the shop drawing submittals to indicate that all components have been selected on this basis.
 - 3. This requires the Contractor to advise each control panel supplier that product options are limited in this regard.
- B. Replacement of unlike products delivered to the job site shall be the responsibility of the Contractor.
- C. All costs associated with the replacement shall be borne by the Contractor.

2.03 NAMEPLATES

- A. Each unit of equipment shall have the manufacturer's name or trademark on a stainless steel nameplate securely affixed in a conspicuous place.
- B. The manufacturer's name or trademark may be cast integrally with stamp, or otherwise permanently marked upon the item of equipment.
- C. Such other information as the manufacturer may consider necessary for complete identification shall be shown on the nameplate.

2.04 FABRICATIONS

- A. Insofar as possible, shop prefabricate all items complete and ready for installation.
- B. Accurately fabricate all items to the details shown on the Drawings and on the shop drawings found in compliance with the Contract Documents.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Prior to work under any Section, carefully inspect the existing work and verify that it is complete to the point where the work under that Section may properly commence.
- B. Avoid the need to remove and replace work and to avoid unnecessary cutting and patching.
- C. Inspect all surfaces to be sure that they have been properly prepared before applying new work to such surfaces.
- D. Verify that all work can be installed in strict accordance with the drawings and the approved shop drawings. Immediately report discrepancies to Architect/Engineer.
- E. Do not proceed with the work under any Section until these conditions are obtained.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

3.02 INSTALLATION

- A. Furnish and install materials and equipment in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract Documents.
- B. All work shall be done in a workmanlike manner and set to proper lines and grades. The work shall be square, plumb and/or level as the case may be.
- C. Where performance criteria are specified, do all work necessary to attain the required end results.

3.03 FIELD QUALITY CONTROL

- A. Neither observations by Architect/Engineer nor inspections, tests or approvals by other persons shall relieve the Contractor from his obligations to perform the work in accordance with the requirements of the Contract Documents.
- B. If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to specifically be inspected, tested or approved by some public body, the Contractor shall assume full responsibility therefore, pay all costs in connection therewith, and furnish the Architect/Engineer with the required certificates of inspection, testing or approval.
- C. The Owner reserves the right to independently perform laboratory tests on random samples of material or performance tests on equipment delivered to the site.
 - 1. These tests, if made, will be conducted in accordance with the appropriate referenced standards or specification requirements.
 - 2. The entire shipment represented by a given sample, samples or piece of equipment may be rejected on the basis of the failure of samples or pieces of equipment to meet specified test requirements.
 - 3. All rejected materials or equipment shall be removed from the site, whether stored or installed in the work, and the required replacements shall be made, all at no additional cost to Owner.

3.04 ADJUST AND CLEAN

- A. Upon the completion of installations, and as a condition of its acceptance, visually inspect all work, adjust all components for proper alignment and touch-up abrasions and scratches to make them completely invisible.
- B. Thoroughly examine all materials and equipment with protective or decorative finishes for defects and damage prior to being covered.
 - 1. In the case of buried items of work, restore protective surface covers so as to conform to the Contract Documents prior to being backfilled, buried or embedded, as the case may be.
 - 2. In the case of exposed items of work, for which a decorative finish is required, all scratches, discoloration's, unmatched colors, disfigurements and damages shall be repaired and touched-up so as to provide a neat, clean finish, and be uniform in color.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

3.05 UNCOVERING WORK

- A. Unless otherwise specified or directed by Architect/Engineer, no work shall be covered until it has been observed, tested, photographed, measured, and authorized to be covered by Architect/Engineer.
- B. If any work has been covered with Architect/Engineer's consent and Architect/Engineer considers it necessary or advisable that covered work be observed or tested, the Contractor, at Architect/Engineer's request, shall uncover, expose or otherwise make available for observation, or testing as Architect/Engineer may require, that portion of the work in question, furnishing all necessary labor, material and equipment.
 - 1. If it is found that such work is defective, the Contractor shall bear all the expenses of such uncovering, exposure, observation, and testing of satisfactory reconstruction, including compensation for additional engineering services and an appropriate deductive change order shall be issued.
 - 2. If, however, such work is not found to be defective, the Contractor shall be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to such uncovering, exposure, observation, testing and reconstruction if he makes a claim therefore as provided in the General Conditions.

3.06 DEFECTIVE WORK

- A. The repair, removal, replacement and correction of defective work is a part of this Contract and shall be promptly performed in accordance with the requirements set forth in the General Conditions or other portions of the Contract Documents. All costs in connection with the correction of defective work shall be borne by the Contractor.
- B. Products that fail to maintain the performance or other salient requirements of the Contract Documents, shows undue wear, or other deleterious effects during the maintenance period, shall be considered defective.

END OF SECTION

SECTION 016500
PRODUCT DELIVERY, STORAGE AND HANDLING

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. The Section includes the transportation, handling, storage and protection of products that are to be incorporated into the work.

1.02 GENERAL

- A. Items shall be delivered as complete assemblies direct from the manufacturer with all internal wiring, piping, valving, and control devices intact except where partial disassembly is required by transportation regulations, protection of components, or where physical constraints may exist or be created for the setting of the item.
- B. Coordinate the disassembly and reassembly requirements with the manufacturer. Determine the need and extent of reassembly prior to bid.
 - 1. All labor, material and equipment costs associated with the disassembly and reassembly of the product shall be included in the Contract Price.
 - 2. Where reassembly of equipment is necessary, then the manufacturer shall provide reassembly instruction at the project site.
 - 3. A technician shall be present during the entire reassembly procedure and the manufacturer shall certify, in writing, that the unit was reassembled properly in accordance with instructions provided by the manufacturer and that all as-specified warranties remain in effect.
 - 4. The manufacturer's reassembly inspection time shall be in addition to the field service time specified and shall be included in the Contract Price. This time shall not be eligible for payment under any cash allowance item.
- C. In the case where equipment is to be installed by others, then the supplying contractor shall be responsible for its reassembly. If reassembly is necessary and the unit(s) are to be set inside an enclosure or building, reassemble the equipment inside said enclosure. The equipment once reassembled shall be turned over to the installing contractor as specified below.

1.03 PACKING

- A. Transport products in containers, crates, boxes or similar means such that the products are protected against damage that may occur during transportation.
- B. All parts shall be packaged separately or in container where parts of similar systems are grouped.
- C. Part numbers shall be indicated on the individual part. Use indelible ink to mark part numbers.
- D. All equipment shipments shall be included with a parts list showing a description (name) of the part and the manufacturer's part number.
 - 1. The parts list shall be shipped in a plastic zippered envelope with the words "Parts List" lettered on it in indelible ink.
 - 2. The parts list shall be placed inside the shipping container so that it is on the top of the contents.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- E. Equipment shall be shipped with storage, handling and installation instructions.
 - 1. The Engineer reserves the right to withhold payment for equipment delivered to the site until such time as the storage, handling and installation instructions are supplied by the manufacturer.
 - 2. In the case where operation and maintenance manuals have been provided by the manufacturer, which includes the installation instructions, then the installation instructions shall also be included with the equipment shipment.
- F. All control panels shall be wood crated.
 - 1. All sides of the control panel shall be covered with 3/4" plywood.
 - 2. The control panel number or name shall be printed on all sides of the crate in 1' high black lettering.
 - 3. The manufacturer's name, Contractor's name and project name shall also be printed on the front of the crate.
 - 4. All control panels and centers shall be packaged with three (3) copies of the approved wiring diagram inside the control panel enclosure in a separate plan holder attached to the inside door. The words "APPROVED FOR CONSTRUCTION" shall be indicated on each page of the wiring diagram.
- G. Delicate instruments and devices, reagents, chemicals, and glassware shall be shipped in packaging normally provided by the manufacturer.
- H. The Contractor shall require the manufacturer to be responsible for the proper packing of all products.

1.04 SHIPPING AND DELIVERY

- A. Product deliveries shall be accompanied with a bill of lading indicating the place of origination and the Contractor's purchase order number.
- B. Inspect shipments immediately upon delivery, to assure compliance with requirements of the Contract Documents and those products are undamaged.
- C. Promptly remove damaged material and unsuitable items from the job site.
- D. Provide equipment and personnel to handle products by methods to prevent soiling; disfigurement or damage.

1.05 STORAGE

- A. Store sensitive products and all spare parts in weather tight, climate controlled enclosures in an environment favorable to product.
- B. Store and protect products in accordance with the manufacturer's instructions.
- C. All other products that are to be installed underground or products such as pipe, valves, and fittings shall be stored outdoors but shall be blocked off the ground and covered with impervious sheet coverings.
- D. Store fabricated products above the ground on blocking or skids.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- E. Store loose granular materials in well-drained areas on solid surfaces to prevent mixing with foreign matter.
- F. Provide adequate ventilation to avoid condensation.
- G. In accordance with manufacturer's instructions protect bearings, couplings, shafts, rotating components, and assemblies. Protection of said equipment shall be continuous until the time the equipment is placed into permanent service.
- H. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored products to assure that products are maintained under specified conditions, and free from damage or deterioration.
- I. Do not store volatile liquids in any building on site.
- J. Storage of products shall be the responsibility of the supplying contractor. The installing contractor shall take all necessary precautions to protect the equipment being furnished by others.
- K. Store with seals and labels intact and legible.

1.06 PROTECTION OF WORK

- A. The Contractor shall protect the installed work. All costs for protection shall be borne by the Contractor. Provide coverings as necessary to protect installed products from damage, from traffic and subsequent construction operations. Remove when no longer needed.
- B. Cover and protect equipment from dust, moisture or physical damage. Protect finished floor surfaces prior to allowing equipment or materials to be moved over such surfaces. Maintain finished surfaces clean, unmarred and suitably protected until accepted by the Owner.
- C. Additional time required to secure replacements and to make repairs will not be considered by the Architect/Engineer to justify any extension in the Contract Time of Completion. In the event of the damage, promptly make replacement and repairs to the approval of the Engineer at no additional costs.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

PRODUCT DELIVERY,
STORAGE AND HANDLING
016500- 3

SECTION 017423
CLEANING

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Cleaning during the progress of the work
- B. Cleaning prior to final payment

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Cleaning materials shall be appropriate to the surface and materials being cleaned.
- B. Provide pads to protect finished surfaces from cleaning materials.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Post signs to advise building occupants if wet and/or slippery floor conditions exist during cleaning operations.

3.02 PROGRESS CLEANING

- A. Keep all buildings, enclosures, and confined areas where work is being performed under the Contract free from unattended combustible materials.
- B. Remove rust spots as they develop.

3.03 FINAL CLEANING

- A. Remove dust, dirt, grease, stains, paint drips and runs, plastic, labels, tape, glue, rope, and other foreign materials from visible interior and exterior surfaces.
- B. Do not move dust from spot to spot. Remove directly from the surface on which it lies by the most effective mean such as appropriately treated dusting cloths or vacuum tools. When doing high cleaning, do not allow dust to fall from high areas onto furniture and equipment below.
- C. Dismantle and remove all temporary structures, scaffolding, fencing, and equipment. Remove waste materials, rubbish, lumber, block, tools, machinery, and surplus materials.
- D. Perform the following prior to final payment:
 - 1. Broom clean all exterior concrete surfaces and vacuum clean all interior concrete surfaces.
 - 2. Dust and spot clean painted and vinyl covered walls.
 - 3. Vacuum clean carpets and mats.
 - 4. Vacuum clean acoustic ceilings.
 - 5. Repair, patch, and touch-up marred surfaces to specified finish and to match adjacent surfaces.

MRF Roof, HVAC & Electrical Upgrades**Daniel P. Thomas MRF**

Contract No.: 23-519

6. Clean and polish all stainless steel surfaces, including control panels supplied under this Contract.
7. Clean furniture and equipment in accordance with manufacturers instructions.
8. Repair or repaint damaged pavement markings.
9. Vacuum and clean with a damp cloth light fixtures, including glass and plastic lenses, ceiling and wall mounted lights, cover panels, side panels, louvers, fixture frames and lamps.
10. Clean supply vents and exhaust grilles.
11. Remove all rust spots and stains from new and pre-existing concrete, painted surfaces, and all other surfaces.
12. Clean and disinfect all pre-existing toilet facilities that were entered upon and used by the Contractor during the project.
13. Replace damaged existing toilet fixtures, such as sinks, toilet bowls, urinals, and mirrors, with in-kind units if so directed by the Architect/Engineer.
14. Wash all existing floors that were in any way impacted by the construction operations.
15. Inspect interior and exterior surfaces, and all work areas, to verify that the entire work is clean and ready for use by the Owner. The project will not be considered substantially complete until all final cleaning has been performed.
16. Clean dirt that has accumulated between grating and grating angles/supports.
17. Vacuum the inside of all control panels provided under this Contract after the panel has been wired.
18. Elevators: Clean all interior surfaces of the car including hoistway doors and services of the corridors on the side of the elevator. Polish all bright metal surfaces. Clean and spray buff resilient tiles. Dust and damp wipe elevator cab doors, walls and bright work.

END OF SECTION

SECTION 017800
CLOSEOUT SUBMITTALS

PART 1 - GENERAL

1.01 SUBMITTALS

- A. Submit the following documents to the Architect/Engineer before Substantial Completion:
 - 1. Project Record Documents as specified in Section 017839.
 - 2. Operations and Maintenance Manuals prepared in accordance with Section 017823 and be updated as a result of start-up activities.
 - 3. Manufacturer's Start-up Reports (MSR's) for all equipment and systems where manufacturer field time is specified.
 - a. Each MSR shall be signed by the field technician(s) who attended the start-up.
 - b. If the manufacturer is taking exception to the installation or if the warranty is voided, he shall provide a statement to that effect and provide reasons and justification to explain the company's position.
 - 4. One binder containing original counterparts of all warranties, guarantees, bonds, or affidavits as specified in the Technical Specification Sections. These documents shall contain the original signatures and be placed in a plastic sheet protector, one document per protector.
 - 5. Electrical Underwriter's Certificate where the prime construction contract includes electrical construction or where this Contract is for a Prime Electrical Construction Contract.
- B. Submit the following items to the Architect/Engineer with the final application for payment:
 - 1. Final Application for Payment prepared by the Architect/Engineer for Contractor's execution showing final amount of Contract including change orders.
 - 2. Maintenance Bond prepared in accordance with the Contract or General Conditions.
 - 3. Utility company signoffs and inspection approvals, if applicable.
 - 4. Federal, state, county, town and local signoffs and inspection approvals, where applicable.
 - 5. Final Application for Payment and continuation (G702 and G703)
 - 6. Contractor's Certified Payrolls
 - 7. OSHA cards for all workers
 - 8. Contractor's Affidavit of Payment of Debts and Claims (G706)
 - 9. Contractor's Affidavit of Release of Liens (G706A)
 - 10. Final list of Subcontractors (G705)
 - 11. Subcontractor's Affidavit of Payment of Debts and Claims (G706) - (for each subcontractor used)
 - 12. Subcontractor's Affidavit of Release of Liens (G706A) - (for each subcontractor used)
 - 13. Consent of Surety to Final Payment (G707)
 - 14. 2 year Maintenance Bond - 100% of contract including change orders
 - 15. Contractors letter guaranteeing workmanship 2 years
 - 16. Product data, Maintenance manuals and Warranty Information
 - 17. As Built Documentation
 - 18. Training and Demonstrations (provide sign-in from training session)
 - 19. Asbestos Affidavit and waste manifests
- C. All documents shall be complete, signed, dated, and notarized (where applicable) and be subject to the Architect/Engineer's acknowledgment of receipt or approval.

MRF Roof, HVAC & Electrical Upgrades
Daniel P. Thomas MRF
Contract No.: 23-519

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

SECTION 017823
OPERATING AND MAINTENANCE DATA

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Where the technical specifications call for the submission of manuals, said manuals shall be prepared in accordance with the requirements contained herein. It being understood that manuals shall be submitted for all equipment even if it is not specifically called out in the specifications.

1.02 MANUAL CONTENTS AND FORMAT

- A. All Operations and Maintenance Manuals shall be as specified hereinafter.
- B. The binder shall be 8 1/2" x 11", metal hinge, vinyl, large capacity by National or Equal. It shall show the name of the manufacturer or supplier and project name on the spine of the binder.
- C. A cover shall be provided showing the names of the Owner, Architect/Engineer, Contractor, and Manufacturer.
 - 1. It shall show the Contractor's order number and manufacturer's project number.
 - 2. The address of the manufacturer, service station telephone number, project title, contract number, and year shall also be shown.
- D. Provide tabbed color dividers for each separate product and system.
 - 1. The name of the product shall be typed on the tab.
 - 2. A separate tab shall also be provided for information such as troubleshooting instructions, spare parts list, etc.
- E. An index shall be provided in the back of the binder, with a separate tab, providing a quick way for the operator to find key and important topics contained in the manual.
- F. A separate listing for all charts, graphs, tables, figures and shop drawings shall be provided directly following the table of contents.
- G. Each manual shall contain one (1) copy of all shop drawings deemed in compliance with the Contract Documents by the Architect/Engineer submitted for the equipment or system for which the manual is prepared.
 - 1. Only these shop drawings shall be included in the manual.
 - 2. All shop drawings larger than 8 1/2" x 11" shall be folded and placed in a heavy duty, top loading plastic sheet protector with the title of the drawing showing; one (1) drawing per protector page.
- H. For systems being furnished with control panels, each manual shall contain a catalog cut for every electrical device installed inside the control panel or motor control center.
- I. Each manual shall contain the following as a minimum:
 - 1. Table of contents
 - 2. Final version of the warranty statement approved by the Architect/Engineer
 - 3. Nameplate data of each component, year of installation, contract number and specification number

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

4. Name, address and telephone number of the manufacturer and the manufacturer's local representative(s)
 5. Operation instructions including adjustments, the interrelation of components and the control sequence describing break-in, start-up, operation and shutdown
 6. Emergency operating instructions and capabilities
 7. Maintenance requirements include routine procedures and guide for preventative maintenance and troubleshooting; disassembly, repair and reassembly instructions; and alignment, adjusting, balancing, and checking instructions
 8. Wiring and control diagrams, if applicable
 9. Panelboard circuit directories including electrical service characteristics, if applicable
- J. Submit two (2) copies of a preliminary draft manual at least fourteen (14) calendar days prior to the date set for start-up.
1. The Architect/Engineer will review the manual for content and compliance with these specifications.
 2. Written comments will be provided, but the manual will not be returned.
 3. This copy of the manual will be retained on the site until such time as the final, updated manual is provided.

1.03 RETAINAGE

- A. The Architect/Engineer will retain from payment due the Contractor, for failure to submit manuals as specified, an amount equal to 2% of the scheduled value for the equipment or system for which the manual applies. This Contract requirement only applies when a manual is specified to be provided in the Technical Specifications for a particular system or piece of equipment.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

SECTION 017839
PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. This Section includes:
 - 1. Maintenance of documents
 - 2. Recording of record information
 - 3. Submission of record documents

1.02 PLANS AND SPECIFICATIONS FURNISHED TO THE CONTRACTOR

- A. Two (2) complete sets of Contract Documents (plans, specifications and addenda) will be furnished to the Contractor.
- B. Additional sets will be furnished to the Contractor at \$250 per set.
- C. One (1) complete set of Contract Documents shall be kept in the field office.

1.03 MAINTENANCE OF DOCUMENTS

- A. The Contractor shall maintain at the site one (1) set of the following: drawings, specifications, addenda, change orders, approved shop drawings, test reports, operations and maintenance manuals, and shop drawing log.
- B. The Contractor shall make these documents available for use by the Owner, Architect/Engineer, regulatory agencies and other parties designated by the Owner.
- C. Maintain these documents in a clean, dry, legible condition throughout the entire contract period.

1.04 RECORDING OF RECORD INFORMATION

- A. Affix a stamp to each Contract Drawing and Shop Drawing reading as follows: "RECORD DOCUMENT" - "NAME OF PROJECT" - "CONTRACTOR NAME" in 2-inch high printed letters. The stamp shall be specifically prepared for this project.
- B. Keep the record documents current as the work progresses. Record information concurrent with construction progress.
- C. Do not permanently conceal any work until required information has been recorded.
- D. Legibly mark the Contract Plans to record actual construction, including, but not limited to the following:
 - 1. All as-built work.
 - 2. All approved field changes and conditions.
- E. Shop Drawings: Maintain as record documents. Legibly mark-up to show changes made due to field conditions encountered during construction.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- F. As work progresses, the contractor shall maintain an on the field set of hard copy drawings, a complete and accurate set of field notes clearly delineating all work as it is actually installed. This set of drawings shall be available at all times for the engineer to review and shall be examined at all jobsite meetings.

1.05 SUBMITTAL OF RECORD DOCUMENTS

- A. At Substantial Completion, the Contractor shall deliver one (1) preliminary record set of as-built documents to the Architect/Engineer with all changes conspicuously ballooned or otherwise emphasized.
- B. The work will not be considered substantially complete until such time as the preliminary record documents are delivered and acceptable to the Architect/Engineer. Mark this set "Preliminary Record Drawings".
- C. Prior to Final Completion, the Contractor shall conform the preliminary record drawings to the comments made by the Architect/Engineer and then provide the Owner a complete reproducible set of as-built drawings on mylar (or mylar sepia) and one set of blue line prints.
- D. As-built drawings shall be the same size as the Contract Drawings, with 1/2-inch margins space on three sides and a 2-inch margin on the left side for binding.
- E. Each drawing shall bear in the title box the words "FINAL RECORD DRAWINGS" and the name of the Contractor in heavy black lettering 1/2 inch high and be certified as complete and accurate.
- F. As a convenience, Architect/Engineer will make available to the Contractor mylar sepias or electronic media of the Contract Drawings for the sole purpose of the Contractor preparing as-built drawings.
- G. Electronic media made available is without guarantee of compatibility with the Contractor's software or hardware.
 - 1. If the Contractor wishes to take advantage of this offer, the Contractor will be required to execute an indemnification and hold harmless agreement with the Architect/Engineer.
 - 2. Electronic media will be provided free of charge on disc in a zipped format.

1.06 RELATED DOCUMENTS

- A. Provide certificate of release of liens if requested by the Architect/Engineer.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

SECTION 020100
MAINTENANCE OF EXISTING CONDITIONS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Removal of portable equipment from work areas.
- B. Protection of existing equipment and building.

1.02 SCHEDULING

- A. Schedule Work to coincide with other trades and availability of site access.
- B. Coordinate removal of equipment connected to electrical systems.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

3.01 PROTECTION OF EXISTING WORK

- A. All existing structures, piping, utilities or materials stored to be maintained shall be protected against damage as may be required by the Owner/Architect. The Contractor shall be responsible for any damage to the existing or installed works and appurtenances during construction operations and such damage shall be corrected by replacing the items damaged to their original condition and position at the Contractor's cost and expense and to the satisfaction of the Owner/Architect.

3.02 PREPARATION PRIOR TO START OF WORK

- A. Existing equipment which can not be removed from the building shall be protected from damage by the Contractor's operation. Protect all items to remain as necessary to prevent damage for the duration of the contract.
- B. All existing equipment shall be protected from damage by the Contractor's operation.
- C. The Contractor shall be required to restore equipment to a condition equal to what it was prior to the Contractor starting work. Any equipment that is damaged shall be replaced at the Contractor's cost.

3.03 CLEANING UP

- A. The Contractor shall keep the project site free from waste materials and rubbish during the progress of the work and shall make a thorough cleaning of the building and site when the work is completed. Cleaning shall be done to the satisfaction of the Owner/Architect.
- B. After completion of the contract, the Contractor will be required to clean up the site of all spoil, clays, gravel, etc. and level off all trenches and pits and dispose of all material as directed by the Engineer and leave the site in as good condition as at the beginning of the contract.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- C. All material used for protection shall be removed. All items shall be restored to its prior condition and shall be left broom cleaned.
- D. Buildings, grounds, paving, sidewalk, etc. shall be restored and left in a condition at least equal to that existing prior to the beginning of the work.

END OF SECTION

SECTION 024119
SELECTIVE DEMOLITION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. Section Includes:
 - 1. Demolition and removal of selected portions of building or structure.
 - 2. Demolition and removal of selected site elements.
 - 3. Demolition and removal of existing items to remain the property of the Owner.
- B. Related Requirements:
 - 1. Section 011000 "Summary of Work" for restrictions on the use of the premises, Owner-occupancy requirements, and phasing requirements.

1.03 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be "removed and salvaged" or "removed and reinstalled" or "removed and returned to Owner."
- B. Remove and Salvage: Carefully detach from existing construction, in a manner to prevent damage, and deliver to Owner ready for reuse.
- C. Remove and Reinstall: Detach items from existing construction, prepare for reuse, and reinstall where indicated.
- D. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.04 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
 - 1. Metal materials removed during the work shall be separated from general construction waste and deposited into separate waste containers provided by the Owner. All metal materials (including but not limited to roofing nails & attachment devices, flashings, sheet metal capping, parapet panels & copings, HVAC equipment, ductwork, conduit, ladders, structural framing members, and other miscellaneous metal items) shall remain the property of the Owner.

1.05 PREINSTALLATION MEETINGS

- A. Predemolition Conference: Conduct conference at Project site.
 - 1. Inspect and discuss condition of construction to be selectively demolished.
 - 2. Review structural load limitations of existing structure.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
5. Review areas where existing construction is to remain and requires protection.
6. Review procedures for turning over salvaged materials to the Owner and protected off-site storage of materials to be reused in the work of the project.

1.06 INFORMATIONAL SUBMITTALS

- A. Proposed Protection Measures: Submit report, including drawings, that indicates the measures proposed for protecting the public, pedestrian access and circulation areas and property, for environmental protection, for dust control and, for noise control. Indicate proposed locations and construction of barriers.
- B. Schedule of Selective Demolition Activities: Indicate the following:
 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
 2. Interruption of utility services. Indicate how long utility services will be interrupted.
 3. Coordination for shutoff, capping, and continuation of utility services.
 4. Use of stairs.
 5. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.
- C. Inventory: Submit a list of items to be removed, salvaged and delivered to Owner prior to start of demolition.
- D. Photographs or Video: Submit before Work begins.
- E. Warranties: Documentation indicated that existing warranties are still in effect after completion of selective demolition.

1.07 CLOSEOUT SUBMITTALS

- A. Inventory: Submit a list of items that have been removed and salvaged.
- B. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

1.08 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: Hazardous materials are present in buildings and structures to be selectively demolished. A report on the presence of hazardous materials is on file for review

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

and use and is included in Project Manual. Examine report and / or the appropriate specification section to become aware of locations where hazardous materials are present.

1. Hazardous material remediation is specified elsewhere in the Contract Documents.
2. Do not disturb hazardous materials or items suspected of containing hazardous materials except under procedures specified elsewhere in the Contract Documents.
3. Owner will provide material safety data sheets for suspected hazardous materials that are known to be present in buildings and structures to be selectively demolished because of building operations or processes performed there.

E. Storage or sale of removed items or materials on-site is not permitted.

F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

1. Maintain fire-protection facilities in service during selective demolition operations.
2. Provide a Fire Watch or other method acceptable to the authority having jurisdiction should the existing fire protection facilities have to be shut down during the work.
3. Do not disable or disrupt building fire or life safety systems without five (5) days prior written notice to Architect.

1.09 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties. Notify warrantor before proceeding.
- B. Notify warrantor on completion of selective demolition, and obtain documentation verifying that existing system has been inspected and warranty remains in effect. Submit documentation at Project closeout.

PART 2 - PRODUCTS

2.01 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Review record documents of existing construction provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in record documents.
- C. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.
- E. Engage a professional engineer to perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective building demolition operations.
 - 1. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.
- F. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs.
 - 1. Inventory and record the condition of items to be removed and salvaged. Provide photographs of conditions that might be misconstrued as damage caused by salvage operations.
 - 2. Before selective demolition or removal of existing building elements that will be reproduced or duplicated in final Work, make permanent record of measurements, materials, and construction details required to make exact reproduction.

3.02 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
 - 1. Comply with requirements for existing services/systems interruptions specified in Section 011000 "Summary of Work."
- B. Existing Services/Systems to be removed, relocated, or abandoned: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
 - 1. Arrange to shut off indicated utilities with utility companies. Provide 5 days notice to the Architect prior to any utility shut-downs.
 - 2. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
 - 3. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated to be removed.
 - a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap, plug or reconnect remaining piping with same or compatible piping material.
 - b. Equipment to Be Removed: Disconnect and cap services and remove equipment.
 - c. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug or reconnect remaining ducts with same or compatible ductwork material.
- C. Refrigerant: Remove refrigerant from mechanical equipment to be selectively demolished according to 40 CFR 82 and regulations of authorities having jurisdiction.

3.03 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

1. Comply with requirements for access and protection specified in Section 015000 "Temporary Facilities and Controls."
- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building. Maintain existing required widths of egress pathways throughout.
 2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
 3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
 4. Cover and protect furniture, furnishings, and equipment that have not been removed.
 5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 015000 "Temporary Facilities and Controls."
- C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
 1. Strengthen or add new supports when required during progress of selective demolition.

3.04 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.
 5. Maintain adequate ventilation when using cutting torches.
 6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
 7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
 8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 9. Dispose of demolished items and materials promptly.
- B. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable,

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.05 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be recycled, reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.
 - 1. Do not allow demolished materials to accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 - 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.06 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

3.07 SELECTIVE DEMOLITION SCHEDULE

- A. Remove, store, relocate, salvage and protect the following materials and equipment:
 - 1. Existing Items to Be Removed: Items indicated on contract drawings and items listed in technical specifications sections.
 - 2. Existing Items to Be Removed, relocated and/or Salvaged: Items required to be removed, relocated salvaged and/or stored to complete the work as indicated or called for in these construction documents.
- B. Existing Items to Remain: to complete and conform to the work of the project shall be as indicated on the contract drawings and items listed in the technical specification sections..

END OF SECTION

**SECTION 028200
ASBESTOS REMEDIATION**

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. Broad Scope: Asbestos containing materials (ACM) have been identified at the project site. Samples of various suspect materials have been collected and analyzed; additional samples may be required as existing materials are removed or revealed during the course of work. The scope of work and procedures outlined herein shall be followed by a New York State Department of Labor (NYS DOL) certified asbestos abatement contractor.
- B. Related Sections:
 - 1. Appendix A: Pre-Renovation Survey for Asbestos-Containing Materials and PCBs in Caulks and Sealants for the Roof, HVAC and Electrical Upgrade Project at the Daniel P. Thomas Material Recovery Facility
- C. SCOPE OF WORK
 - 1. Removal of the following items described in the survey as positive for asbestos, in accordance with NYSDOL Industrial Code Rule (ICR) 56:
 - a. Daniel P. Thomas MRF:
 - 1) Transfer Station: Non-friable black roofing under metal cap at roof perimeter; and non-friable black roof flashing on skylights.
 - 2) Refer to Appendix A: Pre-Renovation Survey for Asbestos-Containing Materials and PCBs in Caulks and Sealants for the Roof, HVAC and Electrical Upgrade Project at the Daniel P. Thomas Material Recovery Facility
 - 2. Asbestos Containing materials must be removed only by a New York State Department of Labor (NYS DOL) licensed asbestos abatement contractor (herein referred to as the "Contractor").
 - 3. The Contractor shall be aware of all conditions of the Project and is responsible for field verifying quantities and locations of all ACM to be removed from the building prior to submission of any bid. Failure to do so shall not relieve the Contractor of its obligation to furnish all labor and materials necessary to perform the Work. The quantities presented in this Specification are approximate and should not be used solely as the basis for any bid. In the event that suspect materials not included in this Specification are encountered while the work is in progress, such material shall be tested for asbestos content or assumed positive for asbestos content, and removed in accordance with the procedures herein. Any discovery of new ACM shall not delay the progress of the Work. Payment for any additional work shall be considered on a case-by-case basis by the Engineer and Owner.
 - 4. All Work shall be performed in strict accordance with the Contract Documents and all applicable codes, rules, and regulations. Where conflicts occur between the Contract Documents and applicable codes, rules, and regulations, the more stringent shall apply.
 - 5. The Contractor's industrial hygiene practices during asbestos abatement will be monitored by the Owner's representative. The Contractor shall be responsible for monitoring his own construction safety work practices for compliance with the OSHA regulations.

1.02 SPECIAL JOB CONDITIONS

- A. Any special job conditions, including variances to be obtained by the Contractor, are described herein.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

1. A Site Specific Variance is anticipated for the asbestos abatement work as described in Section 1.01A to alleviate the requirement of full containment.
2. The contractor shall be responsible for obtaining any site specific variances.
3. No chemicals shall be utilized during the removal of mastic.

1.03 CODES, PERMITS AND COMPLIANCE

- A. The Contractor shall assume full responsibility and liability for compliance with all applicable Federal, State, and local laws, rules, and regulations pertaining to Work practices, protection of workers, authorized visitors to the site, persons, and property adjacent to the Work.
- B. Perform asbestos related Work in accordance with New York State Industrial Code Rule 56, 40 CFR 61, and 29 CFR 1926, as specified herein. Where more stringent requirements are specified, adhere to the more stringent requirements.
- C. State Licenses: The Contractor must maintain current licenses pursuant to New York State Department of Labor and Department of Environmental Conservation for all Work related to this Project, including the removal, handling, transport, and disposal of asbestos containing materials.
 1. The Contractor must have and submit proof upon request that any persons employed by the Contractor to engage in, or supervise Work on any asbestos Project have a valid NYS asbestos handling certificate pursuant to Industrial Code Rule 56.
 2. The Contractor shall comply fully with the variances secured from regulatory agencies in the performance of the Work. The Contractor shall also be responsible for paying and complying with any additional variances. Should the Contractor choose to apply for any variance, approval from the Engineer is first required. In the event that the Contractor chooses to use more than one NYS Applicable Variance in the same Work Area simultaneously, the Contractor is responsible for complying with all conditions of each variance and any NYS DOL interpretations concerning the use of these variances together.
- D. Agency Notifications: The Contractor shall prepare written notification to EPA Region 2, and to the NYSDOL at least 10 days prior to commencement of Work, when applicable. The Contractor shall be responsible for use and payment of any notifications required for performance of the Work.
- E. It is the sole responsibility of the Contractor to determine what, if any patents are applicable to the Project. The Contractor shall pay all royalties and/or license fees. He shall defend all suits or claims for infringement of any patent rights and save the Owner, Architect, Engineer, and Construction Manager harmless from loss, including attorney's fees, on account thereof.
- F. Before commencement of Work, the Contractor shall review and adhere to the Contract Documents. Failure to adhere to the Contract Documents shall constitute a breach of the Contract and the Owner shall have the right to and may terminate the Contract provided, however, the failure of the Owner to so terminate shall not relieve the Contractor from future compliance.

1.04 APPLICABLE STANDARDS AND REGULATIONS

- A. The Contractor shall comply with the following codes and standards, except where more stringent requirements are shown or specified:
- B. Federal Regulations:

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

1. 29 CFR 1910.1001, "Asbestos" (OSHA)
 2. 29 CFR 1910.1200, "Hazard Communication" (OSHA)
 3. 29 CFR 1910.134, "Respiratory Protection" (OSHA)
 4. 29 CFR 1910.145, "Specification for Accident Prevention Signs and Tags" (OSHA)
 5. 29 CFR 1926, "Construction Industry" (OSHA)
 6. 29 CFR 1926.1101, "Asbestos, Tremolite, Anthophyllite, and Actinolite" (OSHA)
 7. 29 CFR 1926.2, "Variances from safety and health standards" (OSHA)
 8. 29 CFR 1926.500 "Guardrails, Handrails and Covers" (OSHA)
 9. 40 CFR 61, Subpart A, "General Provisions" (EPA)
 10. 40 CFR 61, Subpart M, "National Emission Standard for Asbestos" (EPA)
 11. 49 CFR 171-172, Transportation Standards (DOT)
 12. 40 CFR Part 763, "Asbestos Hazard Emergency Response Act" (AHERA)
- C. New York State Regulations:
1. 12 NYCRR, Part 56, "Asbestos", Industrial Code Rule 56 (DOL)
 2. 6 NYCRR, Parts 360, 364, Disposal and Transportation (DEC)
 3. 10 NYCRR, Part 73, "Asbestos Safety Program Requirements" (DOH)
 4. New York State Department of Health (NYSDOH) Training Requirements
- D. Standards and Guidance Documents:
1. American National Standard Institute (ANSI) Z88.2-80, Practices for Respiratory Protection
 2. ANSI Z9.2-79, Fundamentals Governing the Design and Operation of Local Exhaust Systems
 3. EPA 560/585-024, Guidance for Controlling Asbestos Containing Materials in Buildings (Purple Book)
 4. EPA 530-SW-85-007, Asbestos Waste Management Guidance

1.05 AUTHORITY TO STOP WORK

- A. The Owner shall have the authority to stop the abatement work at any time a determination is made that conditions are not within Specification and applicable regulations. The stoppage of work shall continue until conditions have been corrected to the satisfaction of the Owner. Standby time to resolve the problems shall be at the contractor's expense.

1.06 SUBMITTALS

- A. Pre-contract Submittals. After bids are opened, the apparent low bidder shall submit the following documentation, in accordance with the project deadlines outlined in the Contract Documents. Failure to submit all required documentation truthfully or in a timely manner may be cause for rejection of the bid.
1. Contractor license issued by New York State Department of Labor.
 2. A list of Projects performed within the past two (2) years and include the dollar value of all Projects. Provide Project references to include Owner, consultant, and air monitoring firm's name, contact persons, address, and phone number.
 3. A standard operating procedures manual describing Work practices and procedures, equipment, type of decontamination facilities, respiratory program, special removal techniques, etc.
 4. Citations/Violations/Legal Proceedings: Submit a notarized statement describing:
 - a. Any citations, violations, criminal charges, or legal proceedings undertaken or issued by any law enforcement, regulatory agency, or consultant concerning performance on previous abatement contracts. Briefly describe the circumstances citing the Project and involved persons and agencies as well as the outcome of any actions.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- b. Any litigation or arbitration proceedings arising out of performance on past Projects.
 - c. Any liquidated damages assessed within the last 2 years.
 - 5. Preliminary Schedule: Provide an estimate of manpower to be utilized and the time required for completion of each major Work Area. Include estimated size and number of crews and work shifts.
- B. Pre-Work Submittals. The Contractor shall submit 3 copies of the documents listed below, in accordance with the project deadlines outlined in the Contract Documents:
 - 1. Progress Schedule:
 - a. Show the complete sequence of abatement activities and the sequencing of Work within each building or building section.
 - b. Show the dates for the beginning and completion of each major element of Work including substantial completion dates for each Work Area, building, or phase.
 - 2. Notifications: As required by Federal, State and local regulatory agencies together with proof of transmittal (i.e. certified mail return receipt).
 - 3. Permits: As required by State and local regulations, including arrangements for storage, transportation, and disposal of contaminated material.
 - 4. Abatement Work Plan: Provide plans which clearly indicate the following:
 - a. All Work Areas/containments numbered sequentially.
 - b. Locations and types of all decontamination enclosures.
 - c. Entrances and exits to the Work Areas/containments.
 - d. Type of abatement activity/technique for each Work Area/containment.
 - e. Number and location of negative air units and exhaust.
 - f. Proposed location and construction of storage facilities and field office.
 - g. Location of water and electrical connections to building services.
 - 5. Subcontractor List: List of all subcontractors to be used on the Project (i.e. Waste Hauler).
 - 6. Material Safety Data Sheets (MSDS): Copies of MSDS for each chemical or material used for the Project (encapsulant, surfactant, mastic remover, etc.).
 - 7. Laboratory: Submit the NYS Department of Health ELAP certification for the laboratory that will be analyzing the OSHA personnel air samples.
- C. Project Close-out Submittal. Submit the following at the closeout of the Project:
 - 1. Copies of all waste disposal manifests, seals, and disposal logs.
 - 2. OSHA compliance air monitoring records conducted during the Work.
 - 3. Daily progress log.
 - 4. Entry and exit log.
 - 5. A list of each Worker used in the performance of the Project, including name, social security number, and NYS DOL certification number.

1.07 HEALTH & SAFETY

- A. Worker Protection: The Contractor shall comply with OSHA and provide and maintain all safety measures necessary to properly protect all individuals that enter the work area.
- B. Emergency Actions: In an emergency affecting the safety of life, the work, or adjoining property, the Contractor shall immediately act in such a manner to prevent such threatened loss or injury.
- C. Fire Protection, And Emergency Egress: The Contractor shall be responsible to the security and safeguarding of all areas turned over by the Owner to the Contractor. The Contractor shall designate to his workers and other building occupants the means of egress in case of emergency.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- D. The Contractor shall establish emergency and fire exits from the work area. First aid kit, two (2) full sets of protective clothing and respirators shall be provided for use by qualified emergency personnel in the clean room of the decontamination facility.
- E. Contractor shall provide fire watch and logbook throughout the entire term of the project, to protect against fire and unauthorized entry into and around the work area. Any intrusion or incident shall be documented in the logbook. Fire watch personnel shall be present during off-hours shift such as night shift, weekends and holidays when abatement work is not in progress. Fire watch shall be a certified asbestos handler by NYSDOL.

1.08 PRE-CONSTRUCTION CONFERENCE

- A. Prior to start of preparatory Work under this Contract, and in accordance with the deadlines outlined in the Contract Documents, the Contractor shall attend a pre-construction conference attended by Owner, Facility Personnel, and Engineer, if requested.
- B. Agenda for this conference shall include but not necessarily be limited to:
 - 1. Contractor's scope of Work, Work plan, and schedule to include number of Workers and shifts.
 - 2. Contractor's safety and health precautions including protective clothing and equipment and decontamination procedures.
 - 3. Owner & Engineer's duties, functions, and authority.
 - 4. Contractor's Work procedures including:
 - a. Methods of job site preparation and removal methods.
 - b. Respiratory protection.
 - c. Disposal procedures.
 - d. Cleanup procedures.
 - e. Fire exits and emergency procedures.
 - 5. Contractor's plan for twenty-four (24) hour project security both for prevention of theft and for barring entry of unauthorized personnel into Work Areas.
 - 6. Temporary utilities.
 - 7. Handling of furniture and other moveable objects.
 - 8. Storage of removed asbestos containing materials.
 - 9. Waste disposal requirements and procedures.
- C. In conjunction with the conference, if requested, the Contractor shall accompany the Owner and/or Engineer on a pre-construction walk-through documenting existing condition of finishes and furnishings, reviewing overall Work plan, location of fire exits, fire protection equipment, water supply and temporary electric tie-in.

1.09 PROJECT MONITORING, AIR SAMPLING, AND INSPECTIONS

- A. The Owner shall engage the services of an Environmental Consultant (the Consultant) or Engineer who shall serve as the Owner's Representative in regard to the performance of the asbestos abatement Project and provide direction as required throughout the entire abatement period.
- B. The Contractor is required to ensure cooperation of its personnel with the Consultant/Engineer for the air sampling and project monitoring functions described below. The Contractor shall comply with all direction given by the Consultant/Engineer during the course of the Project.
- C. The Consultant/Engineer shall provide the following administrative services:

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

1. Review and approve or disapprove all submittals, shop drawings, schedules, and samples.
 2. Assure that all notifications to governmental agencies by the Contractor are submitted in a timely manner and are correct in content.
 3. Review and approve the Contractor's OSHA compliance testing laboratory.
- D. The Consultant/Engineer shall staff the Project with a NYSDOL-trained and certified Project Monitor to act on the Owner's behalf at the job site. This individual shall be designated as the Abatement Project Monitor (APM).
1. The APM shall be on-site at all times the Contractor is on-site. The Contractor shall not be permitted to conduct any Work unless the APM is on-site.
 2. The APM has the authority to direct the actions of the Contractor verbally and in writing if the Contractor is not performing in compliance with the Project Documents and all regulations. Such authority does not in any way diminish the Contractor's sole responsibility to perform all Work in accordance with the Contract Documents and regulations. However, only the Owner shall have the authority to Stop Work when gross work practice deficiencies or unsafe practices are reported by the APM or when ambient fiber concentrations outside the removal area exceed 0.01 f/cc or background level, whichever is greater.
 - a. Such Stop Work order shall be effective immediately and remain in effect until corrective measures have been taken and the situation has been corrected.
 - b. Standby time required to resolve the situation shall be at the Contractor's expense.
 3. The APM shall provide the following services:
 - a. Inspection of the Contractor's Work, practices, and procedures, including temporary protection requirements, for compliance with all regulations and Project specifications.
 - b. Provide abatement Project air sampling as required by applicable regulations (NYS, AHERA). Sampling will include pre-abatement (backgrounds), work area preparation, during abatement and clearance sampling.
 - c. Verify daily that all Workers used in the performance of the Project are certified by the appropriate regulatory agency.
 - d. Monitor the progress of the Contractor's Work, and report any deviations from the schedule to the Owner.
 - e. Monitor, verify, and document all waste load-out operations.
 - f. Verify that the Contractor is performing personal air monitoring daily, and that results are being returned and posted at the site as required.
 4. Inspections shall be conducted at various milestones as Work progresses by the APM. Additional inspections shall be conducted as required by Project conditions. Progression from one phase of work to the next by the Contractor shall be permitted only after visual inspection and verbal approval by the APM.
- E. The Consultant/Engineer shall provide abatement project air sampling and analysis as required by applicable regulations (New York State and/or AHERA). Sampling will include background, pre-abatement, during-abatement and clearance sampling.
1. Unless otherwise required by applicable regulations, the Consultant shall have samples analyzed by Phase Contrast Microscopy (PCM) using NIOSH Method 7400. Results shall be available within 24 hours of completion of sampling.
 2. If the air sampling during abatement reveals airborne fiber levels at or above 0.01 fibers/cc or the background level (whichever is greater) outside the Work Area, then the Owner shall issue an immediate Stop Work order. The Contractor shall then inspect the barriers for leakage and HEPA vacuum and/or wet clean the surface outside the Work Area. The Contractor shall bear the burden of any and all costs incurred by this delay.
 3. Final air clearance sampling will be conducted by Transmission Electron Microscopy (TEM) in accordance with 40 CFR Part 763 (AHERA), as applicable.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

1.10 CONTRACTOR AIR SAMPLING

- A. In addition to the requirements of OSHA 1926.1101, the Contractor shall be required to perform personal air monitoring every Work shift in each Work Area during which abatement activities occur in order to determine that appropriate respiratory protection is being utilized (OSHA Monitoring).
- B. The Contractor shall conduct air sampling that is representative of both the 8-hour time weighted average and 30-minute short-term exposures to indicate compliance with the permissible exposure and excursion limits.
- C. The Contractor's laboratory analysis of air samples shall be conducted by an NYS DOH ELAP approved laboratory.

1.11 WORK SUPERVISION

- A. The Contractor shall designate a full-time Project Supervisor who shall meet the following qualifications:
 - 1. The Project Supervisor shall hold New York State certification as an Asbestos Supervisor.
 - 2. The Project Supervisor shall meet the requirements of a "Competent Person" as defined by OSHA 1926.1101 and shall have a minimum of one year experience as a supervisor.
 - 3. The Project Supervisor must be able to read and write English fluently, as well as communicate in the primary language of the Workers.
- B. If the Project Supervisor is not on-site, all Work shall be stopped. The Project Supervisor shall remain on-site whenever asbestos removal is being performed. The Project Supervisor cannot be removed from the Project without the written consent of the Owner and the Engineer.
- C. The Project Supervisor shall maintain the Project Log Book required by New York State Department of Labor and section 2.03 of the specifications and the Waste Disposal Log required by section 4.04 of the specifications.
- D. The Project Supervisor shall be responsible for the performance of the Work and shall represent the Contractor in all respects at the Project site. The Supervisor shall be the primary point of contact for the Asbestos Project Monitor.

1.12 DELIVERY AND STORAGE

- A. Deliver non-contaminated materials to the job site in original packages with containers bearing manufacturer's name and label.
- B. Store all materials at the job site in a suitable and designated area.
 - 1. Store materials subject to deterioration or damage away from wet or damp surfaces and under cover.
 - 2. Protect materials from unintended contamination.
- C. Remove damaged or deteriorated materials from the job site. Materials contaminated with asbestos shall be disposed of as asbestos debris as herein specified.

1.13 TEMPORARY UTILITIES

- A. Shut down and lock out all electrical power to the asbestos Work Areas.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- B. Provide temporary 120-208 volt, single phase, three wire, 100 amp electric service with Ground Fault Circuit Interrupters (GFCI) for all electric requirements within the asbestos Work Area.
 - 1. Where available, obtain from Owner's existing electrical system. Otherwise provide power from other sources (i.e. generator).
 - 2. Provide temporary wiring and "weatherproof" receptacles in sufficient quantity and location to serve all HEPA equipment and tools.
 - 3. Provide adequate "weatherproof" receptacles, to incorporate use by the APM for air sampling equipment.
 - 4. All power to the Work Area shall be brought in from outside the area through GFCI's at the source.
- C. Provide temporary lighting with "weatherproof" fixtures for all Work Areas including decontamination chambers.
 - 1. The entire Work Area shall be kept illuminated at all times work is in progress.
 - 2. Provide lighting adequate for the purposes of performing required inspections.
- D. All temporary devices and wiring used in the Work Area shall be capable of decontamination procedures including HEPA vacuuming and wet-wiping.
- E. Utilize domestic water service, if available, from Owner's existing system. Provide hot water heaters with sufficient capacity to meet Project demands.

PART 2 - PRODUCTS

2.01 PROTECTIVE CLOTHING

- A. Provide personnel utilized during the Project with disposable protective whole body clothing, head coverings, gloves and foot coverings. Provide disposable plastic or rubber gloves to protect hands. Cloth gloves may be worn inside the plastic or rubber for comfort, but shall not be used alone. Make sleeves secure at the wrists and make foot coverings secure at the ankles by the use of tape, or provide disposable coverings with elastic wrists or tops.
- B. Provide sufficient quantities of protective clothing to assure a minimum of four (4) complete disposable outfits per day for each individual performing abatement Work.

2.02 DISPOSAL BAGS, DRUMS, AND CONTAINERS

- A. Provide 6 mil polyethylene disposal bags printed with asbestos caution labels. Bags shall be imprinted with U.S. Department of Transportation required markings.
- B. If the asbestos waste has the potential to damage or puncture the disposal bags, burlap sacks shall be utilized as a liner inside the polyethylene disposal bags to prevent puncture or damage to the disposal bags. In addition, 30 or 55 gallon capacity fiber or metal drums capable of being sealed air and water tight may also be used. Affix asbestos caution labels on lids and at one-third points around drum circumference to assure ready identification.
- C. Containers and bags must be labeled with the names of the waste generator and the location at which the waste was generated in accordance with 40 CFR Part 61 NESHAPS.
- D. Labeled ACM waste containers or bags shall not be used for non-ACM waste or trash. Any material placed in labeled containers or bags, whether turned inside out or not shall be handled and disposed of as ACM waste.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

2.03 HEPA VACUUM EQUIPMENT

- A. All dry vacuuming performed under this contract shall be performed with High Efficiency Particulate Absolute (HEPA) filter equipped industrial vacuums conforming to ANSI Z9.2.
- B. Provide tools and specialized equipment including scraping nozzles with integral vacuum hoods connected to a HEPA vacuum with flexible hose.

2.04 POWER TOOLS

- A. Any power tools used to drill, cut into, or otherwise disturb asbestos material shall be equipped with HEPA filtered local exhaust ventilation.

PART 3 - EXECUTION

3.01 GENERAL REQUIREMENTS

- A. Should the area beyond the Work Area(s) become contaminated with asbestos containing materials or elevated fiber levels, immediately stop Work and institute emergency procedures. Contaminated non-Work Areas shall be isolated and decontaminated in accordance with procedures established for asbestos removal. All costs incurred in decontaminating such non-Work Areas and the contents thereof shall be borne by the Contractor, at no additional cost to the Owner.
- B. NYS DOL certificates shall be on site prior to admittance of any Contractor's employees to the asbestos Work Area.
- C. Perform all asbestos removal Work using wet removal procedures. Dry removal procedures are not permitted.
- D. The following documents shall be posted at the site at an easily accessible location:
 - 1. Company Asbestos Abatement license.
 - 2. Worker's asbestos handling certificates (copies are acceptable provided Workers have original certificates in their possession).
 - 3. Project specifications.
 - 4. Project drawings.
 - 5. Notifications and variances.
 - 6. Applicable regulations.
 - 7. Material Safety Data Sheets.
 - 8. Abatement Work plan.
 - 9. List of emergency telephone numbers.
 - 10. Waste Disposal Log.
- E. The Work Area must be vacated by building occupants prior to decontamination enclosure construction and Work Area preparation.

3.02 PERSONNEL DECONTAMINATION ENCLOSURE

- A. Full (five room) Decontamination Facility: The Contractor shall provide a full decontamination enclosure system for large asbestos projects in accordance with OSHA Standard 29 CFR 1926.1101 and 12NYCRR Part 56 (ICR 56).

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- B. Remote Decontamination Facility: The Contractor shall provide a remote personnel decontamination enclosure system for small asbestos projects, asbestos projects that utilize multiple tents, and exterior asbestos roof projects in accordance with OSHA Standard 29 CFR 1926.1101 and 12NYCRR Part 56 (ICR 56).
- C. Decontamination Enclosure System Utilities: Lighting, heat, and electricity shall be provided as necessary by the Contractor.

3.03 WASTE DECONTAMINATION ENCLOSURE

- A. Waste/Equipment Decontamination Enclosure System: This system is located adjacent to the work area and personnel decontamination system. If the decontamination chamber is accessible to the public it shall be fully framed and sheathed to prevent unauthorized entry. A remote decontamination unit may be used that complies with subpart 56-9 of NYS Industrial Code Rule 56 of Title 12, section 30 of the Labor Law. This remote enclosure system must be on the property and stationary, within 50 feet of the building.
- B. Where only one egress from the Work Area exists, the holding area of the waste decontamination enclosure system may branch off from the personnel decontamination enclosure equipment room, which then serves as the waste wash room.
- C. The waste wash room water shall be drained, collected, and filtered as specified in ICR 56.
- D. In small asbestos projects where only one egress from the Work Area exists, the shower room may be used as a waste washroom. In this instance, the clean room shall not be used for waste storage, but shall be used for waste transfer to carts, which shall immediately be removed from this enclosure.

3.04 WORK AREA ENTRY AND EXIT PROCEDURES

- A. Personnel Entrance and Decontamination Procedures for Gross Removal Operations utilizing full decontamination facility, the following entry/exit procedures shall be used for gross removal using full containment:
 - 1. All workers and authorized visitors shall enter the work area through the worker decontamination enclosure system.
 - 2. All individuals who enter the work area shall sign the entry log, located in the clean room, upon each entry and exit. The log shall be permanently bound and shall identify fully the facility, agents, contractor(s), the project, each work area and worker respiratory protection employed. The site supervisor shall be responsible for the maintenance of the log during the abatement activity.
 - 3. Each worker or authorized visitor shall, upon entering the job site, remove street clothes in the clean room and put on a clean respirator (with new filters, if appropriate) and clean protective clothing before entering the work area through the shower room and equipment room.
 - 4. Each worker or authorized visitor shall, each time he leaves the work area: remove gross contamination from clothing before leaving the work area; proceed to the equipment room and remove all clothing except the respirator; still wearing the respirator, proceed to the shower room; clean the outside of the respirator with soap and water while showering; remove filters, wet them, and dispose of them in the container provided for that purpose; wash and rinse the inside of the respirator; and thoroughly shampoo and wash himself/herself.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

5. Following showering and drying off, each worker or authorized visitor shall proceed directly to the clean room, dress in street clothes, and exit the decontamination enclosure system immediately. Disposable clothing of the type worn inside the work area is not permitted outside the work area.
- B. Personnel Entrance and Decontamination Procedures for Removal Operations utilizing remote decontamination facility: The following entry/exit procedures shall be used for removal work areas.
1. All individuals who enter the Work Area shall sign the entry log, located in the clean room, upon each entry and exit. The log shall be permanently bound and shall identify fully the facility, agents, contractor(s), the project, each Work Area, and worker respiratory protection employed. The job supervisor shall be responsible for the maintenance of the log during the abatement activity.
 2. Each worker shall remove street clothes in the clean room; wear two disposable suits, including gloves, hoods and non-skid footwear; and put on a clean respirator (with new filters) before entering the work area.
 3. Each worker shall, before leaving the work area or tent, shall clean the outside of the respirators and outer protective clothing by wet cleaning and/or HEPA vacuuming. The outer disposable suit shall be removed in the work area and the worker shall then proceed to the shower room. The inner disposable suit and respirator shall be wet wiped and HEPA vacuumed thoroughly before removing and prior to aggressive shower.
 4. Following showering and drying off, each worker or authorized visitor shall proceed directly to the clean room, dress in street clothes, and exit the decontamination enclosure system immediately.

3.05 WORK AREA PREPARATION

- A. Work Area preparation shall be performed in accordance with ICR 56, the Contract Documents and the approved Asbestos Work Plan.
- B. Temporary lighting within the work area and decontamination system shall be provided as required to achieve minimum illumination levels.
- C. Unless otherwise specified for removal, the Contractor shall either protect all fiberglass insulation on piping, ductwork, tanks, etc. in the Work Area using two layers of six mil polyethylene or remove the insulation as asbestos containing waste. If the Contractor elects to remove the fiberglass insulation, he shall be responsible for reinsulation, if reinsulation of removed ACM is part of the Contract or Project.
- D. Emergency exits. Emergency exits and routes shall be established and clearly marked with florescent paint or other effective designations to permit easy location from anywhere within the work area. Emergency exits shall be secured to prevent access from uncontaminated areas and yet permit emergency exiting. Exits shall be checked daily against exterior blockage or impediments to exiting.
- E. Remove all items attached to or in contact with ACM only after the Work Area enclosure is in place. HEPA vacuum and wet wipe with amended water all removed items prior to their removal from the Work Area and before the start of asbestos removal operations.
- F. If, required, suspended ceiling tiles shall only be removed after Work Area preparation is complete. Non-contaminated ceiling tiles shall be HEPA vacuumed and removed from the Work Area before asbestos removals begin. Contaminated ceiling tiles shall be disposed of as asbestos waste.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- G. For tent enclosures: the Contractor shall use negative pressure ventilation equipment to continuously exhaust the enclosed area. A minimum of two (2) volume changes per hour is required. All required air monitoring must be successfully completed before the tent/barrier is collapsed.

3.06 NEGATIVE AIR PRESSURE FILTRATION SYSTEM

- A. Provide a portable asbestos filtration system that develops a minimum pressure differential of negative 0.02 in. of water column within all full enclosure areas relative to adjacent unsealed areas and that provides a minimum of 4 air changes per hour in the Work Area during abatement.
- B. The system shall include a series of pre-filters and filters to provide High Efficiency Particulate Air (HEPA) filtration of particles down to 0.3 microns at 100% efficiency and below 0.3 microns at 99.9% efficiency. Provide sufficient replacement filters to replace pre-filters every 2 hours, secondary pre-filters every 24 hours, and primary HEPA filters every 600 hours of operation.
- C. At no time will the unit exhaust indoors, within 50 feet of a receptor, including but not limited to windows and doors, or adversely affect the air intake of the building.
- D. The Contractor shall provide either a manometer or a photohelic style negative air pressure gauge with chart recorder to measure and record negative pressure differential across the Work Area barriers without interruption 24 hours per day as directed by the Environmental Consultant.
- E. There shall be at least a 12-hour settling period after the Work Area is fully prepared and the negative filtration units have been started to ensure integrity of the barriers. Unless otherwise specified in the variance(s) utilized by the contractor.

3.07 REMOVAL OF ASBESTOS CONTAINING MATERIALS

- A. Asbestos-containing materials shall be removed in accordance with ICR 56, the Contract Documents and the approved Asbestos Work Plan.
- B. Sufficiently wet asbestos materials with a low pressure, airless fine spray of surfactant to ensure full penetration prior to material removal. Re-wet material that does not display evidence of saturation.
- C. One Worker shall continuously apply amended water while ACM is being removed.
- D. Perform cutting, drilling, abrading, or any penetration or disturbance of asbestos containing material in a manner to minimize the dispersal of asbestos fibers into the air. Use equipment and methods specifically designed to limit generation of airborne asbestos particles. All power operated tools used shall be provided with HEPA equipped filtered local exhaust ventilation.
- E. Power or pressure washers will not be allowed to be used for asbestos removal or clean-up procedures.

3.08 ACM WASTE CONTAINERIZING, DECONTAMINATION AND LOAD OUT PROCEDURES

- A. Packaging of ACM shall conform to OSHA Standard 29 CFR 1926.1101, DOT 49 CFR 171, 172, and 173, and EPA Standard 40 CFR Part 61 and the requirements as herein specified.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

Materials to be transported through a non-Work area building space shall be placed in hard wall shipping containers for handling.

- B. The cleaned containers of asbestos material and equipment shall be placed in water tight carts with doors or tops that shall be closed and secured. These carts shall be held in the holding area pending removal. The carts shall be wet cleaned and/or HEPA vacuumed at least once each day.
- C. The exit from the decontamination enclosure system shall be secured to prevent unauthorized entry.
- D. Where the waste removal enclosure is part of the personnel decontamination enclosure, waste removal shall not occur during shift changes or when otherwise occupied. Precautions shall be taken to prevent short circuiting and cycling of air outward through the shower and clean room.

3.09 WORK AREA CLEANING PROCEDURES

- A. Following completion of gross abatement and after all accumulations of asbestos waste materials have been containerized, decontamination procedures shall be followed as specified in ICR 56, unless otherwise stated in the variance(s) utilized by the Contractor.
- B. Following each decontamination procedure (i.e., first, second, and third cleanings) the APM shall inspect the Work Area for effectiveness of the cleanings. If necessary, additional cleaning shall be performed by the Contractor as directed by the APM.
- C. As a result of any air sampling results that indicate high fiber levels, the Contractor will clean or reclean the affected areas at no additional expense to the Owner.

3.10 TENT ENCLOSURES

- A. Tent enclosures may only be used in areas specifically permitted by NYS Department of Labor Code Rule 56 or a Project specific variance issued by the NYS Department of Labor.
- B. The Contractor shall restrict access to the immediate area where tent removal procedures are taking place using barrier tape and/or construction barriers. Caution signs shall be posted.
- C. Remote personnel and waste decontamination enclosures shall be constructed. Configuration shall be as required by Project size.
- D. During removal activity, a HEPA vacuum or small capacity negative pressure filtration unit shall be used to provide a negative air pressure inside the tent. A minimum of six air changes per hour is required.
- E. Workers shall wear two disposable suits for all phases of Work. Workers exiting the tent shall HEPA vacuum the outer suit, enter the airlock, remove the outer suit and then place it back into the Work Area. A clean second suit shall be donned before exiting the airlock and proceeding to the decontamination enclosure or another tent.
- F. ACM removal shall follow procedures defined in Section 3.07.
- G. Waste material shall be placed in properly labeled 6 mil plastic bags or other appropriate containers. The outside of the bags or containers shall be wet wiped and/or HEPA vacuumed before being passed into the airlock for double- bagging. The bags or containers shall then be

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

transported to the decontamination enclosure and then bagged for a third time and transported to the waste storage container. All transportation of waste bags and containers outside the Work Area shall be in watertight carts.

- H. The APM shall conduct a visual inspection of the Work Area for cleanliness and completion of abatement.

3.11 GLOVEBAG REMOVAL

- A. Glovebag removals may only be used as specifically permitted by NYS Department of Labor Code Rule 56, Applicable Variance 108 (AV 108) Glovebag Operations, or a Project specific variance issued by the NYS Department of Labor. Glovebags may only be used on piping.
- B. As specified in applicable regulations and variances, glovebag removals are only permitted to be conducted within tent enclosures complying with these specifications. Removal and disposals must also be conducted in conformance with all Project variance conditions.
- C. The Contractor shall restrict access to the immediate area where tent/glovebag removal procedures are taking place using barrier tape and/or construction barriers. Caution signs shall be posted.
- D. Remote personnel and waste decontamination enclosures shall be constructed. Configuration shall be as required by Project size.
- E. The glovebags shall be smoke tested by the APM before removal operations commence. Glovebags that do not pass the smoke test shall be resealed and then retested.
- F. After glovebag removals are complete, tent decontamination procedures shall be followed.

3.12 RESTORATION OF UTILITIES, FIRESTOPPING, AND FINISHES

- A. After final clearance, remove locks and restore electrical and HVAC systems. All temporary power shall be disconnected, power lockouts removed and power restored. All temporary plumbing shall be removed.
- B. Finishes damaged by asbestos abatement activities including, but not limited to, plaster/paint damage due to duct tape and spray adhesives, and floor tile lifted due to wet or humid conditions, shall be restored prior to final payment, unless the damaged surfaces are to be replaced during renovation activities.
 - 1. Finishes unable to be restored shall be replaced under this Contract.
 - 2. All foam and expandable foam products and materials used to seal Work Area openings shall be completely removed upon completion of abatement activities.
- C. All penetrations (including, but not limited to, pipes, ducts, etc.) through fire rated construction shall be firestopped using materials and systems tested in accordance with ASTM E814 on Projects where re-insulation is part of the required work.

3.13 ASBESTOS WASTE

- A. Applicable Regulations: All asbestos waste shall be stored, transported and disposed of in accordance with the following regulations as a minimum:
 - 1. NYS DEC 6 NYCRRNYRCC part 360 and 364.
 - 2. US EPA NESHAPS 40 CFR 61.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

3. US EPA Asbestos Waste Management Guidance EPA/530-SW85.

B. Waste Storage Containers.

1. As work progresses, remove sealed and labeled bags of ACM from the Work area and place in a lockable trailer, dumpster, or other container approved for storage or transport of asbestos waste. Open containers will not be permitted on-site (i.e. open dumpster with canvas cover, etc.).
2. The container interior shall be plasticized and sealed with a minimum of two (2) layers of 6 mil polyethylene.
3. While on-site, the container shall be labeled with EPA Danger signage:

**DANGER
CONTAINS ASBESTOS FIBERS
AVOID CREATING DUST
CANCER AND LUNG DISEASE HAZARD**

4. The danger sign legend, text size, style and arrangement shall conform to the requirements of EPA Standard 40 CFR Part 61.149 (d) (1).
5. The New York State Department of Environmental Conservation Asbestos Hauler's Permit number shall be stenciled on both sides and back of the container.
6. Once the container is loaded at the site, the door(s) will be locked at all times.
7. Before the container is removed from the Project Site for transportation to the Disposal Site, the door(s) shall be locked. The locks shall be removed at the Disposal Site by the operator of the Disposal Facility.
8. The Owner may initiate random checks at the Disposal Site to insure that the procedures outlined herein are complied with.

3.14 DISPOSAL AND TRANSPORTATION OF ASBESTOS-CONTAMINATED WASTES

- A.** Sealed and labeled disposal bags or waste wrapped in two layers of plastic sheeting sealed airtight shall be used to transport asbestos-contaminated waste to the landfill. Procedures for hauling and disposal shall comply with 40 CFR, Part 61, 49 CFR, Part 171 and 172, and other applicable state, regional, and local government regulations.
1. An asbestos waste shipment record or waste manifest shall accompany asbestos waste, which is transported to a disposal site.
 2. The waste manifest shall be completed by the Contractor.
 3. The waste manifest shall have the appropriate signatures of the APM, the Contractor, and the Hauler representatives prior to any waste being removed from the site.
 4. Copies of the completed waste manifest shall be retained by APM and the Contractor and shall remain on site for inspection. The Contractor shall forward originals of the waste manifest, which include final sign-off by the disposal facility, to Consultant/Engineer within 14 days of the waste container being removed from the site. Failure to do so may result in payment being withheld from the Contractor.

3.15 DISPOSAL SITE

- A.** The Contractor's Hauler and Disposal Site shall be approved by the Owner.
- B.** The Contractor shall have the Hauler provide the estimated date and time of arrival at the Disposal Site.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- C. Unless specifically approved by the Owner, the Contractor shall not permit any off-site transfers of the waste or allow the waste to be transported or combined with any other off-site asbestos material. The Hauler must travel directly to the disposal site without unauthorized stops.

END OF SECTION

SECTION 033000
CAST-IN PLACE CONCRETE

PART 1 - GENERAL

1.01 SUMMARY

- A. Section includes cast-in-place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes, for the following:
 - 1. Suspended slabs.

1.02 ACTION SUBMITTALS

- A. The contractor shall comply with the requirements of Division 01 Specification of the Project Manual, Section 013300 - SUBMITTALS.
- B. Product Data: For each type of product indicated.
- C. Design Mixtures: For each concrete mixture. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.
 - 1. Indicate amounts of mixing water to be withheld for later addition at Project site.
 - 2. Submit mix design mixtures for each type of concrete to be used on the Project at least 30 calendar days prior to the first scheduled concrete pour. The Contractor's testing laboratory shall develop concrete mix designs and test all materials and mixes for conformance with ACI 301 and these specifications. The costs associated with development of the design mix and testing of samples shall be included in the bid price.
 - 3. Submit the following:
 - a. Name, address, and telephone number of Contractor's laboratory.
 - b. Mix proportions.
 - c. Source of cement, type, brand, and certified copies of mill reports, including physical and chemical analysis.
 - d. Sources of fine aggregates and results of test made in accordance with ASTM C33/C33M and ASTM C40.
 - e. Source of coarse aggregates and results of tests made in accordance with ASTM C33/C33M.
 - f. Catalog cuts of all admixtures.
 - g. Furnish test results of slump, air entrainment and water-cement ratio for each mix design.
 - 4. For each mix proposed, make and cure four (4) standard 6 inch concrete test specimens to the laboratory in accordance with ASTM C192/C192M. Furnish compression test results made in accordance with ASTM C39/C39M. Break two (2) cylinders at seven (7) days and two (2) at 28 days.
 - 5. If the concrete is intended to be pumped, design mix accordingly and submit certification that it has been tested for pumping.
 - 6. If adopted mix fails to produce concrete meeting the requirements for strength and placibility, the Architect may order additional cement or adjustments to mix proportions at no extra cost to the Owner.
- D. Steel Reinforcement Shop Drawings: Placing drawings that detail fabrication, bending, and placement. Include bar sizes, lengths, spacing, locations, material, grade, bar schedules, stirrup spacing, bent bar diagrams, bar arrangement, splices and laps, mechanical connections,

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

tie spacing, hoop spacing, and supports for concrete reinforcement including steel bars and wire fabric.

- E. Formwork Shop Drawings: Prepared by or under the supervision of a qualified professional engineer licensed in the state where the project is located; detailing fabrication, assembly, and support of formwork. Shop drawings shall bear the signature and seal of the same licensed Professional Engineer.
 - 1. Shoring and Reshoring: Indicate proposed schedule and sequence of stripping formwork, shoring removal, and reshoring installation and removal
 - 2. Shop drawings shall indicate formwork dimensioning, materials and arrangement of joints and ties.
 - 3. Manufacturer's instructions: Indicate installation procedure and interface required with adjacent work
- F. Construction Joint Layout: Indicate proposed construction joints required to construct the structure.
 - 1. Location of construction joints is subject to approval of the Architect, if not shown on the drawings.

1.03 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer and testing agency.
- B. Welding certificates.
- C. Material Certificates: For each of the following, provided by manufacturers:
 - 1. Cementitious materials.
 - 2. Admixtures.
 - 3. Form materials and form-release agents.
 - 4. Steel reinforcement and accessories.
 - 5. Curing compounds.
 - 6. Bonding agents.
 - 7. Adhesives and Vapor retarders.
 - 8. Semi rigid joint filler.
 - 9. Joint-filler strips.
 - 10. Repair materials.
- D. Field quality-control reports.
- E. Minutes of preinstallation conference.
- F. Furnish transit-mix delivery slips to Owner's Representative.

1.04 QUALITY ASSURANCE

- A. Comply with Referenced Standards specified in Division 01 Section "References" in addition to ACI 301.
- B. Perform testing under the provisions of Division 01 Section "Quality Requirements" and the "FIELD QUALITY CONTROL" Article of Part 3 listed in this specification.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- C. **Installer Qualifications:** A qualified installer who employs on Project personnel qualified as ACI-certified Flatwork Technician and Finisher and a supervisor who is an ACI-certified Concrete Flatwork Technician.
- D. **Manufacturer Qualifications:** A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C94/C94M requirements for production facilities and equipment.
 - 1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."
- E. **Testing Agency Qualifications:** An independent agency, acceptable to authorities having jurisdiction, qualified according to ASTM C1077 and ASTM E329 for testing indicated.
 - 1. The contractor shall provide an adequately sized, insulated curing box to house concrete cylinders at the discretion of the Architect, for the 48-hour period between concrete pour and sample collection pick-up by the Testing Laboratory (ASTM C31/C31M). As directed by the Architect, the contractor shall cure additional cylinders in the same fashion as the in-place concrete.
 - 2. Curing box shall be located away from the main construction area and shall be blocked up off the ground.
 - 3. A log sheet shall be provided in a waterproof sheet protector to log in the placement and removal of the concrete test samples by the testing laboratory.
 - 4. Minimum information to be logged for each pour date shall include: date of pour, date of pick-up, weather conditions at the time of pour, testing
- F. **Source Limitations:** Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, obtain aggregate from single source, and obtain admixtures from single source from single manufacturer. To further insure consistency, coloration, finish and quality; all aggregates, cement, water and other ingredients shall each be secured from the same source for the duration of the project.
 - 1. The batching plant and raw materials may be subject to inspections and test performed by the Architect.
- G. **Welding Qualifications:** Qualify procedures and personnel according to AWS D1.4/D1.4M, "Structural Welding Code - Reinforcing Steel."
- H. **ACI Publications:** Comply with the following unless modified by requirements in the Contract Documents:
 - 1. ACI 301, "Specifications for Structural Concrete", Sections 1 through 5.
 - 2. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials".
 - 3. ACI 304R - "Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete".
- I. **Concrete Testing Service:** Engage a qualified independent testing agency to perform material evaluation tests and to design concrete mixtures.
- J. **Preinstallation Conference:** Conduct conference at Project site.
 - 1. Before submitting design mixtures, review concrete design mixture and examine procedures for ensuring quality of concrete materials. Require representatives of each entity directly concerned with cast-in-place concrete to attend, including the following:
 - a. Contractor's superintendent.
 - b. Independent testing agency responsible for concrete design mixtures.
 - c. Ready-mix concrete manufacturer.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- d. Concrete subcontractor.
- 2. Review special inspection and testing and inspecting agency procedures for field quality control, cold- and hot-weather concreting procedures, curing procedures, construction contraction and isolation joints, and joint-filler strips, semi rigid joint fillers, forms and form removal limitations, shoring and reshoring procedures, vapor-retarder installation, anchor rod and anchorage device installation tolerances, steel reinforcement installation, floor and slab flatness and levelness measurement, concrete repair procedures, and concrete protection.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Steel Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending and damage. Avoid damaging coatings on steel reinforcement.
- B. Store cement off the ground in a dry, weatherproof, adequately ventilated structure with provisions to prevent the absorption of water.
- C. Transport dry concrete batches from the central plant to the site in approved truck mixers conforming to the requirements of the Truck Mixer Manufacturer's Agitating Standards. Each truck shall contain a plate stating the capacity, drum speeds and be provided with a revolution counter.
- D. Packaged material shall be delivered and stored in the original packages until ready for use. Packages or materials showing evidence of water or other damage shall be rejected.
- E. Protect all materials from freezing.

1.06 COORDINATION

- A. Coordinate work under provisions of Division 01 Specification of this Project Manual.
- B. The Contractor shall provide at least five (5) working days advance notice prior to formwork closure to the Architect.
- C. Coordinate work of other Sections in forming and setting openings, slots, recesses, chases, sleeves, bolts, anchors, and other inserts.
- D. Notify Architect a minimum of three (3) working days prior to commencement concrete pours.

1.07 REGULATORY REQUIREMENTS

- A. Conform to ACI 304R and all applicable codes for placement of concrete and related work.

1.08 ENVIRONMENTAL REQUIREMENTS

- A. Do not place concrete when the ambient temperature is below 40 deg. F. or when the concrete temperature exceeds 85 deg. F. Under certain circumstances, the Engineer may approve the placement of concrete under the above conditions, provided that the procedures of ACI 305R and ACI 306R are strictly adhered to.
- B. Do not place concrete when the conditions may adversely affect the placing, curing or finishing of concrete, or its strength.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- C. Comply with the requirements contained in Section 016500 - PRODUCT DELIVERY, STORAGE AND HANDLING.

PART 2 - PRODUCTS

2.01 FORM-FACING MATERIALS

- A. Smooth-Formed Finished Concrete: Form-facing panels that will provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.
 - 1. Plywood, metal, or other approved panel materials.
 - 2. Steel forms: Minimum 16 gage thick, stiffened to support weight of concrete with minimum deflection.
 - 3. Exterior-grade plywood panels, suitable for concrete forms, complying with DOC PS 1, and as follows:
 - a. Douglas Fir Species, solid one side grade and sound
- B. Chamfer Strips: Wood, metal, PVC, or rubber strips, 3/4 by 3/4 inch, minimum unless indicated otherwise on the drawings.
- C. Form-Release Agent: Commercially formulated, colorless, water based, non-toxic, V.O.C. compliant, environmentally safe material which will not stain concrete, absorb moisture or impair natural bonding or color characteristics of coating intended for use on concrete; manufactured by DAYTON SUPERIOR or equal. Agent shall not be detrimental to the environment.
 - 1. Formulate form-release agent with rust inhibitor for steel form-facing materials.
- D. Form Ties: Factory-fabricated, removable or snap-off metal or glass-fiber-reinforced plastic form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.
 - 1. Furnish units that will leave no corrodible metal closer than 1 inch to the plane of exposed concrete surface.
 - 2. Furnish ties that, when removed, will leave holes no larger than 1 inch in diameter in concrete surface.
 - 3. For Concrete Tanks: Furnish snap-ties with 1 inch plastic cone and waterseal washer.

2.02 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A615/A615M, Grade 60, deformed.
- B. Galvanized Reinforcing Bars: ASTM A615/A615M, Grade 60; ASTM A706/A706M, deformed bars; ASTM A767/A767M, Class II zinc coated after fabrication and bending.
- C. Steel Bar Mats: ASTM A184/A184M, fabricated from ASTM A615/A615M, Grade 60 ; ASTM A706/A706M, deformed bars, assembled with clips.

2.03 REINFORCEMENT ACCESSORIES

- A. Joint Dowel Bars: ASTM A615/A615M, Grade 60, plain-steel bars, cut true to length with ends square and free of burrs.
- B. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire reinforcement in place. Manufacture bar supports

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice," of greater compressive strength than concrete and as follows:

1. For concrete surfaces exposed to view where legs of wire bar supports contact forms, use CRSI Class 1 plastic-protected steel wire or CRSI Class 2 stainless-steel bar supports.
 2. Provide load bearing pad on bottom to prevent vapor barrier puncture.
- C. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice," of greater compressive strength than concrete and as follows:
1. For concrete surfaces exposed to view where legs of wire bar supports contact forms, use CRSI Class 1 plastic-protected steel wire or CRSI Class 2 stainless-steel bar supports.
 2. Provide load bearing pad on bottom to prevent vapor barrier puncture.
- D. Mechanical Splicing Systems: Components for field splices using taper threaded splices designed for use with specified grades of reinforcing to facilitate standard bar-to-bar connections, pre-caging applications, hooked bar applications, closure pours, precast connections, rebar terminations and anchorages, transition splices, segmental construction and connections to structural steel.
1. Manufacturer:
 - a. nVent LENTON
 - b. Engineer approved equivalent.
 2. Systems:
 - a. Taper Threaded Splicing Systems: Standard Couplers, Standard Transition Couplers, Position Couplers, Position Transition Couplers, Form Saver Couplers, Weldable Couplers, Parallel Bolt Couplers, Special Couplers, and Assemblies and Accessories for complete assemblies.
 - 1) Provide Electrostatically Epoxy coated couplers for corrosion protection.
 - 2) Sizes: #3 through #18.
 - b. Mechanical Anchors: Terminators, Future Extension Terminators, Form Saver Anchors, Form Saver with Large Anchor - D6SA, Anchors with Extensions, and D6 anchor with Male Bar, One Piece
 - 1) Sizes: #4 through #11.
 - c. Ultimate Splicing Systems and Mechanical Anchors: MT12 Male Taper-Threaded Stud, FT12 Standard Coupler, MS15 Male Straight-Threaded Stud, PT15 Position Coupler, DR14 Mechanical Anchor, and DR16 Mechanical Anchor
 - d. Interlok Grout-Filled Precast Splicing System and Accessories.
 - 1) Sizes: #6 through #18.
 - e. Quick Wedge Mechanical Lap System: Quick Wedge Couplers and Pins.
 - 1) Sizes: #4 through #6.
 - f. Speed Sleeve Compression-Only Splices: Speed Sleeve Coupler, Speed Sleeve Transition Adaptor, and Speed Sleeve Installation Ratchet.
 - 1) Sizes: #6 through #18.
 - g. Cadweld Metal-Filled Splicing System: Splice Kits, Filler Material Kits and Components, and Installation Equipment Kits and Components.
 - 1) Sizes: #4 through #18.
 - h. Connect Shear Bolt Splicing System: Connect S2 Series Shear Bolt Coupler, Plain, Connect S2 Series Shear Bolt Coupler, Epoxy, Connect B12 Series Shear Bolt Coupler, Plain, and Connect B12 Shear Bolt Coupler, Epoxy
 - i. Lock: No bar preparation required, develops full strength of connected reinforcing. Less than 0.0039 inch slip.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

2.04 CONCRETE MATERIALS

- A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source, throughout Project:
 - 1. Portland Cement: ASTM C150/C150M, Type IA, gray. Supplement with the following:
 - a. Fly Ash: ASTM C618, Class F or C.
 - b. Ground Granulated Blast-Furnace Slag: ASTM C989/C989M, Grade 100 or 120.
 - 2. Silica Fume: ASTM C1240, amorphous silica.
 - 3. Normal-Weight Aggregates: ASTM C33/C33M, No. 57 or 67 crushed stone coarse aggregate or better, graded. Provide aggregates from a single source with documented service record data of at least 10 years' satisfactory service in similar applications and service conditions using similar aggregates and cementitious materials.
 - a. Maximum Coarse-Aggregate Size: 3/4 inch nominal.
 - b. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
 - 4. Lightweight Aggregate: ASTM C330/C330M, 3/4 inch, nominal maximum aggregate size.
 - 5. Water: ASTM C94/C94M, clean and not detrimental to concrete.

2.05 ADMIXTURES

- A. Air-Entraining Admixture: ASTM C260/C260M.
- B. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures and that will not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.
 - 1. Water-Reducing Admixture: ASTM C494/C494M, Type A.
 - 2. Retarding Admixture: ASTM C494/C494M, Type B.
 - 3. Water-Reducing and Retarding Admixture: ASTM C494/C494M, Type D.
 - 4. High-Range, Water-Reducing Admixture: ASTM C494/C494M, Type F.
 - 5. High-Range, Water-Reducing and Retarding Admixture: ASTM C494/C494M, Type G.
 - 6. Plasticizing and Retarding Admixture: ASTM C 1017, Type II.

2.06 VAPOR RETARDERS

- A. Sheet Vapor Retarder: ASTM E1745, Class C or polyethylene sheet, ASTM D4397 not less than 10 mils thick. Include manufacturer's recommended adhesive or pressure-sensitive tape.
 - 1. Products: Subject to compliance with requirements, provide the following:
 - a. Carlisle Coatings & Waterproofing, Inc.; Blackline 400
 - b. Grace Construction Products, W. R. Grace & Co.; Florprufe 120
 - c. Insulation Solutions, Inc.; Viper VaporCheck 10.
 - d. Meadows, W. R., Inc.; Perminator 10 mil.
 - e. Reef Industries, Inc.; Griffolyn 10 mil Green.
 - f. Stego Industries, LLC; Stego Wrap 10 mil Class A.
 - g. Or approved equal.
- B. Fine-Graded Granular Material: Clean mixture of crushed stone, crushed gravel, and manufactured or natural sand; ASTM D448, Size 10, with 100 percent passing a 3/8-inch sieve, 10 to 30 percent passing a No. 100 sieve, and at least 5 percent passing No. 200 sieve; complying with deleterious substance limits of ASTM C33/C33M for fine aggregates.
 - 1. Depth Requirements:
 - a. Slab on grade: 6 inches (unless otherwise noted in the Geotechnical Report).
 - b. Footings: 12 inches (unless otherwise indicated in the Geotechnical Report).

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

2.07 FLOOR AND SLAB TREATMENTS

- A. Slip-Resistive Emery Aggregate Finish: Factory-graded, packaged, rustproof, non-glazing, abrasive, crushed emery aggregate containing not less than 50 percent aluminum oxide and not less than 20 percent ferric oxide; unaffected by freezing, moisture, and cleaning materials with 100 percent passing No. 4 sieve.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Dayton Superior Corporation; Emery Tuff Non-Slip
 - b. Lambert Corporation; EMAG-20
 - c. L&M Construction Chemicals, Inc.; Grip It
 - d. Metalcrete Industries; Metco Anti-Skid Aggregate

2.08 CURING MATERIALS

- A. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 8 oz. /sq. yd. when dry.
- B. Moisture-Retaining Cover: ASTM C171, polyethylene film or white burlap-polyethylene sheet weighing approximately 8 oz. / sq. yd. bonded to prevent separation during use.
- C. Membrane curing compound: Moisture Retention complying with ASTM C309. Products: EUCOCURE VOX by Euclid Chemical Company or equal.
- D. Water: Potable.
- E. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C309, Type 1, Class B, dissipating.
 - 1. Products: Eucocure VOX as manufactured by Euclid Chemical Company or approved equal.

2.09 RELATED MATERIALS

- A. Expansion- and Isolation-Joint-Filler Strips: ASTM D1751, 1/2" asphalt-saturated cellulosic fiber.
- B. Bonding Agent: ASTM C1059/C1059M, Type II, non-redispersible, acrylic emulsion or styrene butadiene.
- C. Epoxy Bonding Adhesive: three-component, solvent-free, moisture tolerant, epoxy modified cementitious product.
 - 1. Product: Armatec 110 EpoCem as manufactured by Sika Corporation or specifically approved equal.
 - 2. Types I and II, non-load bearing Types IV and V, load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.
- D. Non-Shrink Grout: Premixed compound, free of chlorides, with non-metallic aggregate, cement water reducing and plasticizing agents; capable of minimum compressive strength of 2400 psi at 48 hours and 7000 psi at 28 days. Grout shall be suitable for contact with potable water. For equipment bases and pipe supports, use non-shrink grout by Master Builders, Embeco 636, Unisorb V-1 or equal.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- E. Reglets: Fabricate reglets of galvanized-steel sheet not less than 26 gauge material; in the longest lengths possible with alignment splines for joints; secure to formwork; Type CO as manufactured by Fry Reglet or approved equal. Temporarily fill or cover face opening of reglet to prevent intrusion of concrete or debris.
- F. Dovetail Anchor Slots: Hot-dip galvanized-steel sheet, not less than 0.034 inches (0.85 mm) thick, with bent tab anchors. Temporarily fill or cover face opening of slots to prevent intrusion of concrete or debris.
- G. Extrudable Strip Waterstop: One part polyurethane, extrudable swelling waterstop to create a compression seal; SikaSwell S-2 as manufactured by Sika Corp. or specifically approved equal.
- H. Field Applied Waterstop Grout: Krystol Waterstop Grout, crystalline grout to be applied in accordance with the manufacturer's specifications at joints and penetrations. Manufacturer: Kryton International Inc. (800)267-8280 or approved equal.

2.10 REPAIR MATERIALS

- A. Repair Underlayment: Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/8 inch and that can be feathered at edges to match adjacent floor elevations.
 - 1. Cement Binder: ASTM C150/C150M, Portland cement or hydraulic or blended hydraulic cement as defined in ASTM C 219.
 - 2. Primer: Product of underlayment manufacturer recommended for substrate, conditions, and application.
 - 3. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch or coarse sand as recommended by underlayment manufacturer.
 - 4. Compressive Strength: Not less than 4000 psi at 28 days when tested according to ASTM C39/C39M.

2.11 PARGING

- A. Parge exterior faces of above-grade masonry walls, where indicated, in 2 uniform coats to a total thickness of 3/4 inch. Dampen wall before applying first coat and scarify first coat to ensure full bond to subsequent coat.
- B. Use a steel-trowel finish to produce a smooth, flat, dense surface with a maximum surface variation of 1/8 inch per foot. Form a wash at top of parging and a beveled return concealed at the bottom edge.
- C. Damp-cure parging for at least 24 hours and protect parging until cured.

2.12 CONCRETE MIXTURES, GENERAL

- A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 211.1 and ACI 301.
 - 1. Use a qualified independent testing agency for preparing and reporting proposed mixture designs based on laboratory trial mixtures.
- B. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than Portland cement in concrete as follows:
 - 1. Fly Ash: 25 percent.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

2. Combined Fly Ash and Pozzolan: 25 percent.
 3. Ground Granulated Blast-Furnace Slag: 50 percent.
 4. Combined Fly Ash or Pozzolan and Ground Granulated Blast-Furnace Slag: 50 percent Portland cement minimum, with fly ash or Pozzolan not exceeding 25 percent.
 5. Silica Fume: 10 percent.
 6. Combined Fly Ash, Pozzolans, and Silica Fume: 35 percent with fly ash or pozzolans not exceeding 25 percent and silica fume not exceeding 10 percent.
 7. Combined Fly Ash or Pozzolans, Ground Granulated Blast-Furnace Slag, and Silica Fume: 50 percent with fly ash or pozzolans not exceeding 25 percent and silica fume not exceeding 10 percent.
 8. Limit water-soluble, chloride-ion content in hardened concrete to 0.06 percent by weight of cement.
- C. Admixtures: Use admixtures according to manufacturer's written instructions.
1. Use plasticizing admixture in concrete, as required, for placement and workability.
 2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
 3. Use water-reducing admixture in pumped concrete, concrete for heavy-use industrial slabs and parking structure slabs, concrete required to be watertight, and concrete with a water-cementitious materials ratio below 0.50.

2.13 CONCRETE MIXTURES FOR BUILDING ELEMENTS

- A. Proportion normal-weight concrete mixture as follows:
1. Minimum Compressive Strength: Pier, Mat and Spread Footings; foundation walls, slab on grade and slab on metal deck: 4000 psi at 28 days.
 2. Maximum Water-Cementitious Materials Ratio: 0.50 for all concrete building elements.
 3. Slump Limits (Conventional Mix):
 - a. Slabs: 3 inches plus or minus one inch.
 - b. Piers, Foundation Walls and Footings: 4 inches plus or minus one inch.
 4. Slump Limits (Pump Mix):
 - a. Final slump (Slabs): 6 1/2 inches plus or minus one inch.
 - b. Final Slump (Foundation, walls and footings): 7 1/2 inches plus or minus one inch
 5. Air Content:
 - a. Piers, Mats and Spread Footings: 5.5 percent, plus or minus 1.0 percent. at the point of delivery.
 - b. Slabs: 3 percent, plus or minus 1.0 percent at point of delivery. Do not allow air content of trowel finished concrete floors to exceed 3 percent.
 6. Large Aggregates: 3/4" crushed stone; ASTM C33/C33M, No. 67.
 7. Use Admixtures only when approved by the Engineer.
 8. Mix Grout in accordance with the manufacturer's instructions and specifications.
- B. All concrete for the clear-well and backwash waste tank construction shall include Krystol Internal Membrane (KIM)® integral water repellent admixture as manufactured by Kryton or specifically approved equal. Admixture shall be added at a rate as recommended by the approved manufacturer.

2.14 FABRICATING REINFORCEMENT

- A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

2.15 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C94/C94M and ASTM C1116/C1116M, and furnish batch ticket information.
 - 1. When air temperature is between 85 and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.
- B. Project-Site Mixing: Measure, batch, and mix concrete materials and concrete according to ASTM C94/C94M. Mix concrete materials in appropriate drum-type batch machine mixer.
 - 1. For mixer capacity of 1 cu. yd. or smaller, continue mixing at least 1-1/2 minutes, but not more than 5 minutes after ingredients are in mixer, before any part of batch is released.
 - 2. For mixer capacity larger than 1 cu. yd., increase mixing time by 15 seconds for each additional 1 cu. yd..
 - 3. Provide batch ticket for each batch discharged and used in the Work, indicating Project identification name and number, date, mixture type, mixture time, quantity, and amount of water added. Record approximate location of final deposit in structure.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify lines, levels, and measurements before proceeding with formwork. Ensure that dimensions agree with the plans.
- B. Inspect the formwork and reinforcing that it has been properly set and secured and that all items to be embedded, built-in or pass through concrete are at their proper locations and elevations.
- C. The General Construction Contractor shall verify that all other prime contractors have installed concrete inserts, sleeves, and embedded elements of the project, such as conduit, and their work has been totally completed and inspected by the Architect.
- D. Ensure that all points of contact with new grout are free from oil, grease and scale.

3.02 FORMWORK

- A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.
- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.
- C. Limit concrete surface irregularities, designated by ACI 347R as abrupt or gradual, as follows:
 - 1. Class A, 1/8 inch for smooth-formed finished surfaces.
 - 2. Class B, 1/4 inch for rough-formed finished surfaces.
 - a. Hand trim sides and bottom of earth forms and remove loose soil to the satisfaction of the Architect.
 - b. Remove water from forms and excavations and divert water flow to avoid washing over, under or through freshly placed concrete.
- D. Construct forms tight enough to prevent loss of concrete mortar. Align form joints.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- E. Do not apply form release agent where concrete surfaces are to receive special finishes or applied coatings that may be affected by the agent.
- F. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical.
 - 1. Install keyways, reglets, recesses, and the like, for easy removal.
 - 2. Do not use rust-stained steel form-facing material.
- G. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces. Provide and secure units to support screed strips; use strike-off templates or compacting-type screeds.
- H. Provide temporary openings for cleanouts and inspection ports where interior area of formwork is inaccessible. Close openings with panels tightly fitted to forms and securely braced to prevent loss of concrete mortar. Locate temporary openings in forms at inconspicuous locations.
- I. Chamfer: Provide 3/4" inch chamfer on all exterior horizontal and vertical corners and edges of permanently exposed concrete.
- J. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and bulkheads required in the Work. Determine sizes and locations from trades providing such items.
- K. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.
- L. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.
- M. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement. Do not apply form release agent where concrete surfaces are to receive special finishes or applied coatings that may be affected by the agent.
- N. Where new concrete is doweled to existing work, drill holes in existing concrete, insert steel dowels and pack with non-metallic/ non-shrink grout.
- O. Prepare previously placed concrete by cleaning with steel brush and apply a Bonding Agent in accordance with the manufacturer's specifications and instructions.

3.03 EMBEDDED ITEMS

- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 - 1. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of AISC's "Code of Standard Practice for Steel Buildings and Bridges."
 - 2. Install reglets to receive waterproofing and to receive through-wall flashings in outer face of concrete frame at exterior walls, where flashing is shown at lintels, shelf angles, and other conditions.
 - 3. Install dovetail anchor slots in concrete structures as indicated.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

4. Ensure that all inserts and embedded items are not disturbed during concrete placement.

3.04 REMOVING AND REUSING FORMS

- A. General: Formwork for sides of beams, walls, columns, and similar parts of the Work that does not support weight of concrete may be removed after cumulatively curing at not less than 50 deg F for 24 hours after placing concrete. Concrete has to be hard enough to not be damaged by form-removal operations and curing and protection operations need to be maintained.
 1. Leave formwork for beam soffits, joists, slabs, and other structural elements that supports weight of concrete in place until concrete has achieved at least 70 percent of its 28-day design compressive strength.
 2. Remove forms only if shores have been arranged to permit removal of forms without loosening or disturbing shores.
- B. Clean and repair surfaces of forms to be reused in the Work. Split, frayed, delaminated, or otherwise damaged form-facing material will not be acceptable for exposed surfaces. Apply new form-release agent.
- C. When forms are reused, clean surfaces, remove fins and laitance, and tighten to close joints. Align and secure joints to avoid offsets. Do not use patched forms for exposed concrete surfaces unless approved by Architect.

3.05 SHORES AND RESHORES

- A. Comply with ACI 318 and ACI 301 for design, installation, and removal of shoring and reshoring.
 1. Do not remove shoring or reshoring until measurement of slab tolerances is complete.
- B. In multistory construction, extend shoring or reshoring over a sufficient number of stories to distribute loads in such a manner that no floor or member will be excessively loaded or will induce tensile stress in concrete members without sufficient steel reinforcement.
- C. Plan sequence of removal of shores and reshore to avoid damage to concrete. Locate and provide adequate reshoring to support construction without excessive stress or deflection.

3.06 VAPOR RETARDERS

- A. Sheet Vapor Retarders: Place, protect, and repair sheet vapor retarder according to ASTM E1643 and manufacturer's written instructions.
 1. Lap joints 6 inches and seal with manufacturers recommended tape.
- B. Granular Course: Cover vapor retarder with fine-graded granular material, moisten, and compact with mechanical equipment to elevation tolerances of plus 0 inch or minus 3/4 inch.

3.07 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.
 1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials that would reduce bond to concrete.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover. Do not tack weld crossing reinforcing bars. Use reinforcing splices at minimum of locations and only at locations of minimum stress. Review locations of splices with Architect. Splice locations shall be approved during shop drawing review phase. Rebar splice overlap shall be the minimum length as per ACI 318.
 - 1. Weld reinforcing bars according to AWS D1.4/D1.4M, where indicated.
- D. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.
- E. Install welded wire reinforcement in longest practicable lengths on bar supports spaced to minimize sagging. Lap edges and ends of adjoining sheets at least one mesh spacing. Offset laps of adjoining sheet widths to prevent continuous laps in either direction. Lace overlaps with wire.
- F. Take necessary measures to ensure that reinforcement is not disturbed during the placement of concrete.

3.08 JOINTS

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.
 - 1. Place joints perpendicular to main reinforcement. Continue reinforcement across construction joints unless otherwise indicated. Do not continue reinforcement through sides of strip placements of floors and slabs.
 - 2. Form keyed joints as indicated. Embed keys at least 1-1/2 inches into concrete.
 - 3. Locate joints for beams, slabs, joists, and girders in the middle third of spans. Offset joints in girders a minimum distance of twice the beam width from a beam-girder intersection.
 - 4. Locate horizontal joints in walls and columns at underside of floors, slabs, beams, and girders and at the top of footings or floor slabs.
 - 5. Space vertical joints in walls as indicated or at 20' o.c. maximum. Locate joints beside piers integral with walls, near corners, and in concealed locations where possible.
 - 6. Use epoxy-bonding adhesive at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
- C. Contraction / Control Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of concrete thickness as follows:
 - 1. Sawn Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 3/16"-inch- wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks.
- D. Isolation Joints in Slabs-on-Grade: After removing formwork, install joint-filler strips at slab junctions with vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.
 - 1. Extend joint-filler strips full width and depth of joint, terminating flush with finished concrete surface unless otherwise indicated.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

2. Terminate full-width joint-filler strips not less than 1/2 inch or more than 1 inch below finished concrete surface where joint sealants, specified in Section 079200 - JOINT SEALANTS are indicated.
 3. Install joint-filler strips in lengths as long as practicable. Where more than one length is required, lace or clip sections together.
- E. Doweled Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or asphalt coat one-half of dowel length to prevent concrete bonding to one side of joint.
- F. Ensure joint fillers and devices are not disturbed during placement of concrete.
- G. Install all joint fillers and devices in accordance with the manufacturer's instructions and specifications for floor and wall finish.
- H. Install joint device anchors. Maintain correct position to allow joint cover flush with floor and wall finish.
- I. Install joint covers in one-piece length when adjacent construction activity is complete.
- J. Apply sealants in joint devices in accordance with the manufacturer's specifications and instructions.

3.09 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed.
- B. Do not add water to concrete during delivery, at Project site, or during placement unless approved by Architect.
- C. Before test sampling and placing concrete, water may be added at Project site, subject to limitations of ACI 301.
1. Do not add water to concrete after adding high-range water-reducing admixtures to mixture.
 2. Place concrete with the aid of mechanical vibrators which are capable of transmitting to the concrete not less than 3,000 impulses per minute. Maintain at least three (3) vibrators in good working condition, ready for use when concrete placement begins in any one area.
 3. Do not interrupt successive placement. Do not permit cold joints to occur.
- D. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.
1. Deposit concrete in horizontal layers of depth to not exceed formwork design pressures and in a manner to avoid inclined construction joints.
 2. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301.
 3. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least 6 inches into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- E. Deposit and consolidate concrete for floors and slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.
 - 1. Consolidate concrete during placement operations so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
 - 2. Maintain reinforcement in position on chairs during concrete placement.
 - 3. Screed slab surfaces with a straightedge and strike off to correct elevations.
 - 4. Slope surfaces uniformly to drains where required.
 - 5. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, before excess bleedwater appears on the surface. Do not further disturb slab surfaces before starting finishing operations.
- F. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
 - 1. When average high and low temperature is expected to fall below 40 deg F for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301.
 - 2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
 - 3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.
- G. Hot-Weather Placement: Comply with ACI 301 and ACI 305R and as follows:
 - 1. Maintain concrete temperature below 95 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
 - 2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.
 - 3. Maintain records of concrete placement. Record date, locations, quantity, air temperature and test samples taken.
 - 4. In areas with floor drains, maintain floor elevations at walls; pitch surfaces uniformly to the drains maintaining a 1% slope.
 - 5. Cure floor surfaces in accordance with ACI 308R.
 - 6. Apply curing compound in accordance with the manufacturer's specifications and instructions in two (2) coats with the second coat at right angles to the first.

3.10 FINISHING FORMED SURFACES

- A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defects repaired and patched. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
 - 1. Apply to concrete surfaces not exposed to public view.
- B. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defects. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
 - 1. Apply to concrete surfaces exposed to public view.
- C. Rubbed Finish: Apply the following to smooth-formed finished as-cast concrete where indicated:

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Daniel P. Thomas MRF

Contract No.: 23-519

1. Smooth-Rubbed Finish: Not later than one day after form removal, moisten concrete surfaces and rub with carborundum brick or another abrasive until producing a uniform color and texture. Do not apply cement grout other than that created by the rubbing process.
- D. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

3.11 FINISHING FLOORS AND SLABS

- A. General: Comply with ACI 302.1R recommendations for screeding, re-straightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
- B. Scratch Finish: While still plastic, texture concrete surface that has been screeded and bull-floated or darbied. Use stiff brushes, brooms, or rakes to produce a profile amplitude of 1/4 inch 6 mm in one direction.
- C. Float Finish: Consolidate surface with power-driven floats or by hand floating if area is small or inaccessible to power driven floats. Re-straighten, cut down high spots, and fill low spots. Repeat float passes and re-straightening until surface is left with a uniform, smooth, granular texture.
 1. Apply float finish to surfaces to receive trowel finish and to be covered with fluid-applied or sheet waterproofing, built-up or membrane roofing, or sand-bed terrazzo.
- D. Trowel Finish: After applying float finish, apply first troweling and consolidate concrete by hand or power-driven trowel. Continue troweling passes and re-straighten until surface is free of trowel marks and uniform in texture and appearance. Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.
 1. Apply a trowel finish to surfaces exposed to view or to be covered with resilient flooring, carpet, and ceramic or quarry tile set over a cleavage membrane, paint, or another thin-film-finish coating system.
 2. Finish surfaces to the following tolerances, according to ASTM E1155, for a randomly trafficked floor surface:
 - a. Specified overall values of flatness, F (F) 30; and of levelness, F (L) 20; with minimum local values of flatness, F (F) 24; and of levelness, F (L) 15; for suspended slabs.
 3. Finish and measure surface so gap at any point between concrete surface and an unlevelled, freestanding, 10-ft. long straightedge resting on two high spots and placed anywhere on the surface does not exceed 3/16 inch.
- E. Trowel and Fine-Broom Finish: Apply a first trowel finish to surfaces where ceramic or quarry tile is to be installed by either thickset or thin-set method. While concrete is still plastic, slightly scarify surface with a fine broom.
 1. This surface shall be used for interior and exterior walking surfaces unless noted otherwise. Finish edges of exterior walkway flags with steel tooled radius edge.
 2. Comply with flatness and levelness tolerances for trowel-finished floor surfaces.
- F. Broom Finish: Apply a broom finish to exterior concrete platforms, steps, ramps, equipment pads, and elsewhere as indicated.
 1. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route. Coordinate required final finish with Architect before application.

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Daniel P. Thomas MRF

Contract No.: 23-519

- G. Slip-Resistive Finish: Before final floating, apply slip-resistive finish where indicated and to concrete stair treads, platforms, and ramps. Apply according to manufacturer's written instructions and as follows:
1. Uniformly spread 25 lb. /100 sq. ft. of dampened slip-resistive over surface in one or two applications. Tamp aggregate flush with surface, but do not force below surface.
 2. After broadcasting and tamping, apply float finish.
 3. After curing, lightly work surface with a steel wire brush or an abrasive stone and water to expose slip-resistive aluminum granules.

3.12 MISCELLANEOUS CONCRETE ITEMS

- A. Filling In: Fill in holes and openings left in concrete structures after work of other trades is in place unless otherwise indicated. Mix, place, and cure concrete, as specified, to blend with in-place construction. Provide other miscellaneous concrete filling indicated or required to complete the Work.
- B. Curbs: Provide monolithic finish to interior curbs by stripping forms while concrete is still green and by steel-troweling surfaces to a hard, dense finish with corners, intersections, and terminations slightly rounded.
- C. All exposed horizontal and vertical wall and slab corners shall have a $\frac{3}{4}$ " wide chamfered edge.
- D. Equipment Bases and Foundations:
1. Coordinate sizes and locations of concrete bases with actual equipment provided.
 2. Construct concrete bases 6 inches high unless otherwise indicated; and extend base not less than 6 inches in each direction beyond the maximum dimensions of supported equipment unless otherwise indicated or unless required for seismic anchor support.
 3. Minimum Compressive Strength: 4000 psi at 28 days.
 4. Install dowel rods to connect concrete base to concrete floor. Unless otherwise indicated, install dowel rods on 12 inch centers around the full perimeter of concrete base.
 5. For supported equipment, install epoxy-coated anchor bolts that extend through concrete base, and anchor into structural concrete substrate.
 6. Prior to pouring concrete, place and secure anchorage devices. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 7. Cast anchor-bolt inserts into bases. Install anchor bolts to elevations required for proper attachment to supported equipment.
- E. Steel Pan Stairs: Provide concrete fill for steel pan stair treads, landings, and associated items. Cast-in inserts and accessories as shown on Drawings. Screed, tamp, and trowel finish concrete surfaces.
- F. Grout: Install grout in accordance with the manufacturer's specifications and instructions. Moisten concrete and grout surfaces and allow drying until damp. Remove all standing water. Pump or inject grout into tight spaces to ensure intimate contact with the existing grout. Cure grout with an appropriate membrane in accordance with the manufacturer's specifications and instructions.

3.13 CONCRETE PROTECTION AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 301 and ACI 305R for hot-weather protection during curing.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb./sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- C. Formed Surfaces: Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces. If forms remain during curing period, moist cure after loosening forms. If removing forms before end of curing period, continue curing for the remainder of the curing period.
- D. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed surfaces, including floors and slabs, concrete floor toppings, and other surfaces.
- E. Cure concrete according to ACI 308R and ACI 308.1, by one or a combination of the following methods:
 - 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
 - a. Water.
 - b. Continuous water-fog spray.
 - c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.
 - 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
 - a. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive floor coverings.
 - b. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive penetrating liquid floor treatments.
 - c. Cure concrete surfaces to receive floor coverings with either a moisture-retaining cover or a curing compound that the manufacturer certifies will not interfere with bonding of floor covering used on Project.
- F. Liquid sealer/hardener to be applied on exposed concrete cured with moisture retentive or absorptive covers. The following materials provide varying levels of protection, sealant and hardness. Review products for project appropriateness.
 - 1. Euclid: Euco Diamond Hard (Liquid Sealer and Hardener)
 - 2. L&M Construction Chemicals: Seal Hard (Liquid Sealer and Hardener)
 - 3. Curecrete Chemical Company: Ashford Formula (Liquid Sealer and Hardener)
 - 4. Midwest Floor Care: Structure Formula (Liquid Sealer and Hardener)
 - 5. Or approved equal.

3.14 JOINT FILLING

- A. Prepare, clean, and install joint filler according to manufacturer's written instructions.
 - 1. Defer joint filling until concrete has aged at least three month(s). Do not fill joints until construction traffic has permanently ceased.
- B. Remove dirt, debris, saw cuttings, curing compounds, and sealers from joints; leave contact faces of joint clean and dry.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- C. Install semi rigid joint filler full depth in saw-cut joints and at least 2 inches deep in formed joints. Overfill joint and trim joint filler flush with top of joint after hardening.

3.15 CONCRETE SURFACE REPAIRS

- A. Defective Concrete: Repair and patch defective areas when approved by Engineer. Remove and replace concrete that cannot be repaired and patched to Engineer's approval.
- B. Immediately remove all rust spots that have developed during the construction period as soon as directed by the Architect. Remove all rust spots that have formed by the use of temporary handrails.

3.16 FIELD QUALITY CONTROL

- A. Testing and Inspecting: Owner will engage a special inspector and/or qualified testing and inspecting agency to perform field tests and inspections and prepare test reports. Contractor is responsible to notify the Owners representative at least 72 hours prior to the scheduled work that requires inspection / testing. The presence of the Inspector engaged by the Owner does not relieve the contractor of Quality Control Requirements.
- B. Testing and Inspecting: Engage a qualified testing and inspecting agency to perform tests and inspections and to submit reports.
- C. Inspections:
 - 1. Steel reinforcement placement.
 - 2. Headed bolts and studs.
 - 3. Steel reinforcement welding.
 - 4. Concrete placement, including conveying and depositing.
 - 5. Curing procedures and maintenance of curing temperature.
 - 6. Verification of concrete strength before removal of shores and forms from beams and slabs.
- D. Concrete Tests: Testing of composite samples of fresh concrete obtained according to ASTM C172/C172M shall be performed according to the following requirements:
 - 1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mixture exceeding 5 cu. yd., but less than 25 cu. yd., plus one set for each additional 50 cu. yd. or fraction thereof.
 - a. Frequency of testing will provide fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
 - b. One (1) additional test cylinder shall be taken during cold weather and be cured under the same conditions as the concrete it represents.
 - 2. Slump: ASTM C 143; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
 - 3. Air Content: ASTM C 231, pressure method, for normal-weight concrete; ASTM C173/C173M, volumetric method, for structural lightweight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
 - 4. Concrete Temperature: ASTM C 1064; one test hourly when air temperature is 40 deg F and below and when 80 deg F and above, and one test for each composite sample.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

5. Unit Weight: ASTM C 567, fresh unit weight of structural lightweight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
 6. Compression Test Specimens: ASTM C31/C31M.
 - a. Cast and laboratory cure two sets of two standard cylinder specimens for each composite sample.
 - b. Cast and field cure two Insert number sets of two standard cylinder specimens for each composite sample.
 7. Compressive-Strength Tests: ASTM C39/C39M; test one set of two laboratory-cured specimens at 7 days and one set of two specimens at 28 days.
 - a. Test one set of two field-cured specimens at 7 days and one set of two specimens at 28 days.
 - b. A compressive-strength test shall be the average compressive strength from a set of two specimens obtained from same composite sample and tested at age indicated.
 8. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, Contractor shall evaluate operations and provide corrective procedures for protecting and curing in-place concrete.
 9. Strength of each concrete mixture will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.
 10. Test results shall be reported in writing to Architect, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7 and 28-day tests.
 11. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.
 12. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C42 or by other methods as directed by Architect.
 13. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
 14. Correct deficiencies in the Work that test reports and inspections indicate do not comply with the Contract Documents.
- E. Measure floor and slab flatness and levelness according to ASTM E1155 within 72 hours of finishing.

END OF SECTION

**SECTION 051200
STRUCTURAL STEEL FRAMING**

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. Section Includes:
 - 1. Structural steel.
 - 2. Field-installed shear connectors.
- B. Related Requirements:
 - 1. Division 01- "Quality Requirements" for independent testing agency procedures and administrative requirements.
 - 2. Section 053100 "Steel Decking" for field installation of shear connectors through deck.
 - 3. Section 099100 "Painting" for surface-preparation and priming requirements.

1.03 DEFINITIONS

- A. Structural Steel: Elements of the structural frame indicated on Drawings and as described in AISC 303, "Code of Standard Practice for Steel Buildings and Bridges."
- B. Seismic-Load-Resisting System: Elements of structural-steel frame designated as "SLRS" or along grid lines designated as "SLRS" on Drawings, including columns, beams, and braces and their connections.

1.04 COORDINATION

- A. Coordinate selection of shop primers with topcoats to be applied over them. Comply with paint and coating manufacturers' written recommendations to ensure that shop primers and topcoats are compatible with one another.
- B. Coordinate installation of anchorage items to be embedded in or attached to other construction without delaying the Work. Provide setting diagrams, sheet metal templates, instructions, and directions for installation.

1.05 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.06 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: Show fabrication of structural-steel components.
 - 1. Shop drawings and required calculations shall bear the seal and signature of a registered Professional Engineer licensed in the state in which the project is located. Structural steel shop drawings will not be reviewed without said seal and signature.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- a. A full set of engineered calculations for all beam to column moment connections shall be submitted to the engineer of record for approval. The steel fabricator drawings shall not be reviewed without said engineering calculations affixed with a seal and signature of a professional engineer licensed in the state in which the project is located.
 2. Include details of cuts, connections, splices, camber, holes, and other pertinent data.
 3. Include embedment Drawings.
 4. Indicate profiles, sizes, spacing and locations of structural members, openings, attachments, fasteners, connections, cambers, holes and other pertinent data. Include locations of structural members, openings, attachments and loads.
 5. Indicate welds by standard AWS symbols, distinguishing between shop and field welds, and show size, length, and type of each weld. Show backing bars that are to be removed and supplemental fillet welds where backing bars are to remain.
 6. Indicate type, size, and length of bolts, distinguishing between shop and field bolts. Identify pretensioned and slip-critical, high-strength bolted connections.
 7. For structural steel connections indicated to comply with design loads, include structural design data signed and sealed by the qualified professional engineer responsible for their preparation.
- C. Delegated-Design Submittal: For structural-steel connections indicated to comply with design loads, include analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1.07 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For installer / fabricator.
- B. Welding certificates: Submit certificates certifying that welders employed in the work have met AWS qualifications within in the previous 12 months.
- C. Paint Compatibility Certificates: From manufacturers of topcoats applied over shop primers, certifying that shop primers are compatible with topcoats.
- D. Mill test reports for structural steel, including chemical and physical properties. Indicate structural strength, destructive and non-destructive test analysis.
- E. Product Test Reports: For the following:
 1. Bolts, nuts, and washers including mechanical properties and chemical analysis.
 2. Direct-tension indicators.
 3. Tension-control, high-strength, bolt-nut-washer assemblies.
 4. Shear stud connectors.
 5. Shop primers.
 6. Non-shrink grout.

1.08 QUALITY ASSURANCE

- A. Fabricator Qualifications: A qualified fabricator that participates in the AISC Quality Certification Program and is designated an AISC-Certified Plant, Category STD.
- B. Fabricator shall have a minimum of five (5) years documented experience with performing the work of this section.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- C. Installer Qualifications: A qualified installer specializing in performing the work of this section with a minimum of three (3) years of documented experience.
- D. Delegated Connection Designer: Connections not fully detailed or shown with "minimum requirements" on the contract drawings shall be designed under the direct supervision of a professional structural engineer experienced in the design of this work and licensed in the state in which the work is located. The shop drawings shall bear the seal and signature of same professional engineer.
- E. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."
 - 1. Welders and welding operators performing work on bottom-flange, demand-critical welds shall pass the supplemental welder qualification testing, as required by AWS D1.8/D1.8M. FCAW-S and FCAW-G shall be considered separate processes for welding personnel qualification.
 - 2. Welders who are welding structural members fabricated in the shop or in the field, in the five boroughs must have a NYCDOB issued welder licence.
- F. Comply with applicable provisions of the following specifications and documents:
 - 1. AISC Code of Standard Practice for Steel Buildings and Bridges - AISC 303.
 - 2. AISC Specifications for the Design, Fabrication and Erection of Structural Steel for Buildings - AISC 360.
 - 3. RCSC's "Specification for Structural Joints Using ASTM A325 or ASTM A490 Bolts."

1.09 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store and handle products to/at the site under the supervision of Division 01 of this Project Manual.
- B. Schedule deliveries of materials to the site at intervals which will ensure uninterrupted progress of the work.
- C. Store materials to permit easy access for inspection and identification. Keep steel members off ground and spaced by using pallets, dunnage, or other supports and spacers. Protect steel members and packaged materials from corrosion and deterioration.
 - 1. Do not store materials on structure in a manner that might cause distortion, damage, or overload to members or supporting structures. Repair or replace damaged materials or structures as directed.
- D. Store fasteners in a protected place in sealed containers with manufacturer's labels intact.
 - 1. Fasteners may be repackaged provided Owner's testing and inspecting agency observes repackaging and seals containers.
 - 2. Clean and experience. who bolts and nuts that become dry or rusty before use.
 - 3. Comply with manufacturers' written recommendations for cleaning and lubricating ASTM F1852 fasteners and for retesting fasteners after lubrication.

1.10 COORDINATION

- A. Coordinate the work under Division 01 specification of this Project Manual.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- B. Coordinate the selection of shop primers with topcoats to be applied over them. Comply with paint and coating manufacturer's recommendations to ensure that shop primers and topcoats are compatible with one another.
- C. Coordinate installation of anchorage items to be embedded in or attached to other construction without delaying the Work. Provide setting diagrams, sheet metal templates, instructions and directions for installation.
- D. Coordinate the work of this section with utility installations and all other adjacent work.
- E. Coordinate the work of this section such that general progress of the Work is not interrupted.

1.11 FIELD MEASUREMENTS

- A. Verify that field measurements are as shown on the plans and approved shop drawings.
- B. The contractor is responsible for the proper location and elevations of the work.

PART 2 - PRODUCTS

2.01 PERFORMANCE REQUIREMENTS

- A. Connections: Provide details of simple shear connections required by the Contract Documents to be selected or completed by structural-steel fabricator, including comprehensive engineering analysis by a qualified professional engineer, to withstand loads indicated and comply with other information and restrictions indicated where beam end reactions are not shown on drawings. Connection designer shall design shear connections to resist the reaction resulting from the maximum allowable uniform load of the beam found in the AISC Specification being applied along its full length.
 - 1. Select and complete connections using AISC 360.
 - 2. Use Load and Resistance Factor Design; data are given at factored-load level.
- B. Moment Connections: Type FR, fully restrained. Provide design and details of moment connections to resist forces shown on the contract drawings.
- C. Construction: Combined system of moment frame, braced frame, and shear walls.

2.02 STRUCTURAL-STEEL MATERIALS

- A. Recycled Content of Steel Products: Postconsumer recycled content plus one-half of preconsumer recycled content not less than 25 percent.
- B. W-Shapes: ASTM A 992/A 992M.
- C. Channels, Angles, M-Shapes: ASTM A 36/A 36M.
- D. Plate and Bar: ASTM A 36/A 36M.
- E. Cold-Formed Hollow Structural Sections: ASTM A500/A500M, Grade C, seamless structural tubing.
- F. Steel Pipe: ASTM A53/A53M, Type E or Type S, Grade B.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

1. Weight Class: as indicated on the contract documents.
2. Finish: Black except where indicated to be galvanized.

G. Welding Electrodes: Comply with AWS requirements.

2.03 BOLTS, CONNECTORS, AND ANCHORS

- A. Zinc-Coated High-Strength Bolts, Nuts, and Washers: ASTM F3125/F3125M, Grade A 325 (ASTM A 325M), Type 1, heavy-hex steel structural bolts; ASTM A563, Grade DH (ASTM A 563M, Class 10S) heavy-hex carbon-steel nuts; and ASTM F436/F436M, Type 1, hardened carbon-steel washers.
 1. Finish: Hot-dip zinc coating.
 2. Direct-Tension Indicators: ASTM F959/F959M, Type 325 (ASTM F 959M, Type 8.8), compressible-washer type with mechanically deposited zinc coating finish.
- B. High-Strength Bolts, Nuts, and Washers: ASTM F3125/F3125M, Grade A325, Type 1, heavy-hex steel structural bolts; ASTM A 563, Grade C, heavy-hex carbon-steel nuts; and ASTM F436, Type 1, hardened carbon-steel washers; all with plain finish.
- C. High-Strength Bolts, Nuts, and Washers: ASTM F3125/F3125M, Grade A490 (A 490M), Type 1, heavy-hex steel structural bolts or tension-control, bolt-nut-washer assemblies with splined ends; ASTM A563, Grade DH, (ASTM A563M, Class 10S) heavy-hex carbon-steel nuts; and ASTM F436/F436M, Type 1, hardened carbon-steel washers with plain finish.
 1. Direct-Tension Indicators: ASTM F959, Type 490 (ASTM F 959M, Type 10.9), compressible-washer type with plain finish.
- D. Tension-Control, High-Strength Bolt-Nut-Washer Assemblies: ASTM F1852, Type 1, round head assemblies consisting of steel structural bolts with splined ends, heavy-hex carbon-steel nuts, and hardened carbon-steel washers.
 1. Finish: Plain.
- E. Shear Connectors: ASTM A108, Grades 1015 through 1020, headed-stud type, cold-finished carbon steel; AWS D1.1/D1.1M, Type B.
- F. Anchor Bolts: ASTM A307, Grade C for non-moment resisting anchor rods. ASTM F1554, 36 and 55 ksi yield strength for moment resisting anchor rods.
 1. Nuts: ASTM A563 heavy-hex carbon steel.
 2. Plate Washers: ASTM A36/A36M carbon steel.
 3. Washers: ASTM F436/F436M, Type 1, hardened carbon steel.
 4. Finish: Hot-dip zinc coating, ASTM A 153/A 153M, Class C.
- G. Threaded Rods: ASTM A 36/A 36M.
 1. Nuts: ASTM A563 ASTM A563M heavy-hex carbon steel.
 2. Washers: ASTM F 436 (ASTM F 436M), Type 1, hardened carbon steel.
 3. Finish: Plain.

2.04 PRIMER

- A. Primer: Comply with Section 099113 "Exterior Painting" and Section 099123 "Interior Painting."
- B. Primer: SSPC-Paint 15, Type I, red oxide.
- C. Ensure primer is compatible with required topcoat.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- D. Galvanizing Repair Paint: ASTM A 780/A 780M.

2.05 GROUT

- A. Nonmetallic, Shrinkage-Resistant Grout: ASTM C1107/C1107M, factory-packaged, nonmetallic aggregate grout, noncorrosive and nonstaining, mixed with water to consistency suitable for application and a 30-minute working time.
- B. Grout shall consist of a premixed compound with cement, water reducing and plasticizing additives capable of developing a minimum compressive strength of 7000 psi at 28 days.

2.06 FABRICATION

- A. Structural Steel: Fabricate and assemble in shop to greatest extent possible. Fabricate according to AISC 303, "Code of Standard Practice for Steel Buildings and Bridges," and to AISC 360.
 - 1. Camber structural-steel members where indicated.
 - 2. Fabricate beams with rolling camber up.
 - 3. Identify high-strength structural steel according to ASTM A6/A6M and maintain markings until structural steel has been erected.
 - 4. Mark and match-mark materials for field assembly.
 - 5. All wide flange structural steel members shall be fabricated in accordance with ASTM A992/A992M. All miscellaneous steel members including channels, angles, S, HP, and M shapes shall be fabricated in accordance with ASTM A36/A36M.
 - 6. Complete structural-steel assemblies, including welding of units, before starting shop-priming operations.
 - 7. All shop connections shall be welded or high strength bolted.
 - 8. Bearing surfaces shall be planed true to provide full bearing over the entire surface.
 - 9. Continuously seal joined members by intermittent welds and plastic filler. Grind welds smooth where exposed or where interference with other building materials is encountered.
 - 10. Splicing is not permitted unless indicated on the Contract Documents or accepted on the final approved Shop Drawings.
- B. Thermal Cutting: Perform thermal cutting by machine to greatest extent possible.
 - 1. Plane thermally cut edges to be welded to comply with requirements in AWS D1.1/D1.1M.
- C. Bolt Holes: Cut, drill, or punch standard bolt holes perpendicular to metal surfaces. Mechanically thermal cut bolt holes shall not be permitted unless prior approval by the Architect is obtained in writing.
- D. Finishing: Accurately finish ends of columns and other members transmitting bearing loads.
- E. Cleaning: Clean and prepare steel surfaces that are to remain unpainted according to SSPC-SP 2, "Hand Tool Cleaning." or SSPC-SP 3, "Power Tool Cleaning." unless a more stringent cleaning method is required for selected primers and / or other coatings.
- F. Shear Connectors: Prepare steel surfaces as recommended by manufacturer of shear connectors. Use automatic end welding of headed-stud shear connectors according to AWS D1.1/D1.1M and manufacturer's written instructions.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- G. Shop prime non-exposed steel members after fabrication in accordance with SSPC- PA. Do not prime surfaces that will be fireproofed, field welded or are in contact with concrete or high strength bolts.
- H. Paint exposed structural steel members in accordance with the applicable Division 09 Specification section.
- I. Holes: Provide holes required for securing other work to structural steel and for other work to pass through steel members.
 - 1. Cut, drill, or punch holes perpendicular to steel surfaces. Do not thermally cut bolt holes or enlarge holes by burning unless approved by the Architect in writing.
 - 2. Baseplate Holes: Cut, drill, mechanically thermal cut, or punch holes perpendicular to steel surfaces.
 - 3. Weld threaded nuts to framing and other specialty items indicated to receive other work.

2.07 SHOP CONNECTIONS

- A. High-Strength Bolts: Shop install high-strength bolts according to RCSC's "Specification for Structural Joints Using ASTM F3125/F3125M, Grade A325 or Grade A490 Bolts" for type of bolt and type of joint specified.
 - 1. Joint Type: Snug tightened unless otherwise shown on the contract documents or required by the connection designer.
- B. Weld Connections: Comply with AWS D1.1/D1.1M and AWS D1.8/D1.8M for tolerances, appearances, welding procedure specifications, weld quality, and methods used in correcting welding work.
 - 1. Assemble and weld built-up sections by methods that maintain true alignment of axes without exceeding tolerances in AISC 303 for mill material.

2.08 SHOP PRIMING

- A. Shop prime steel surfaces except the following:
 - 1. Surfaces embedded in concrete or mortar. Extend priming of partially embedded members to a depth of 2 inches (50 mm).
 - 2. Surfaces to be field welded.
 - 3. Surfaces of high-strength bolted, slip-critical connections.
 - 4. Surfaces to receive sprayed fire-resistive materials (applied fireproofing).
 - 5. Galvanized surfaces.
- B. Surface Preparation: Clean surfaces to be painted. Remove loose rust and mill scale and spatter, slag, or flux deposits. Prepare surfaces according to the following specifications and standards:
 - 1. SSPC-SP 2, "Hand Tool Cleaning."
 - 2. SSPC-SP 3, "Power Tool Cleaning."
- C. Priming: Immediately after surface preparation, apply primer according to manufacturer's written instructions and at rate recommended by SSPC to provide a minimum dry film thickness of 1.5 mils (0.038 mm). Use priming methods that result in full coverage of joints, corners, edges, and exposed surfaces.
 - 1. Stripe paint corners, crevices, bolts, welds, and sharp edges.
 - 2. Apply two coats of shop paint to surfaces that are inaccessible after assembly or erection. Change color of second coat to distinguish it from first.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

2.09 GALVANIZING

- A. Hot-Dip Galvanized Finish: Apply zinc coating by the hot-dip process to structural steel according to ASTM A123/A123M.
 - 1. Fill vent and drain holes that are exposed in the finished Work unless they function as weep holes, by plugging with zinc solder and filing off smooth.
 - 2. Galvanize lintels, shelf angles and welded door frames attached to structural-steel frame and located in exterior walls.

2.10 SOURCE QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform shop tests and inspections.
 - 1. Provide testing agency with access to places where structural-steel work is being fabricated or produced to perform tests and inspections.
- B. Correct deficiencies in Work that test reports and inspections indicate does not comply with the Contract Documents.
 - 1. Inspection and Tests will not relieve the contractor of responsibility for providing materials, fabrication and erection procedures in compliance with the specified requirements. The contractor shall verify that all materials meet or exceed the requirements specified in these specifications, Contract drawings and related references. Materials not in compliance with the specified requirements will be rejected and required to be removed from the site.
- C. Bolted Connections: Inspect and test shop-bolted connections according to RCSC's "Specification for Structural Joints Using ASTM F3125/F3125M , Grade A325 or Grade A490 Bolts."
- D. Welded Connections: Visually inspect shop-welded connections according to AWS D1.1/D1.1M type required for materials being welded and the following inspection procedures, at testing agency's option:
 - 1. Liquid Penetrant Inspection: ASTM E165/E165M.
 - 2. Magnetic Particle Inspection: ASTM E709; performed on root pass and on finished weld. Cracks or zones of incomplete fusion or penetration are not accepted.
 - 3. Ultrasonic Inspection: ASTM E164.
 - 4. Radiographic Inspection: ASTM E94.
- E. In addition to visual inspection, test and inspect shop-welded shear connectors according to requirements in AWS D1.1/D1.1M for stud welding and as follows:
 - 1. Perform bend tests if visual inspections reveal either a less-than-continuous 360-degree flash or welding repairs to any shear connector.
 - 2. Conduct tests according to requirements in AWS D1.1/D1.1M on additional shear connectors if weld fracture occurs on shear connectors already tested.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify, with certified steel erector present, elevations of concrete- and masonry-bearing surfaces and locations of anchor rods, bearing plates, and other drawings for compliance with requirements.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

1. Prepare a certified survey of existing conditions. Include bearing surfaces, anchor rods, bearing plates, and other drawings showing dimensions, locations, angles, and elevations.
- B. Proceed with installation only after unsatisfactory conditions have been corrected. Commencement of installation will indicate that the erector accepts the conditions which exist.

3.02 PREPARATION

- A. Provide temporary shores, guys, braces, and other supports during erection to keep structural steel secure, plumb, and in alignment against temporary construction loads and loads equal in intensity to design loads. Remove temporary supports when permanent structural steel, connections, and bracing are in place unless otherwise indicated.
 1. Do not remove temporary shoring supporting composite deck construction until cast-in-place concrete has attained its design compressive strength.
 2. Clean bearing surfaces and other surfaces which will be in permanent contact with the work.

3.03 ERECTION

- A. Set structural steel accurately in locations and to elevations indicated and according to AISC 303 and AISC 360.
- B. Proceed with the installation only after unsatisfactory conditions have been corrected. Commencement of installation will indicate that the erector accepts the conditions which exist.
- C. Allow for erection loads and for sufficient temporary bracing to maintain structure safe, plumb and in true alignment until completion of erection and installation of permanent bracing.
- D. Coordinate placement of anchors in concrete or masonry construction for securing bearing plates.
- E. Erect all components in accordance with the approved shop drawings.
- F. Field weld components and shear studs as indicated on approved shop drawings and in accordance with AWS D1.1/D1.1M.
- G. Do not field cut or alter structural members without written approval of the Engineer.
- H. Bearing Plates and Leveling Plates: Clean concrete- and masonry-bearing surfaces of bond-reducing materials, and roughen surfaces prior to setting plates. Clean bottom surface of plates.
 1. Set plates for structural members on wedges, shims, or setting nuts as required.
 2. Weld plate washers to top of baseplate.
 3. Snug-tighten Pretension anchor rods after supported members have been positioned and plumbed. Do not remove wedges or shims but, if protruding, cut off flush with edge of plate before packing with grout.
 4. Promptly pack grout solidly between bearing surfaces and plates so no voids remain. Neatly finish exposed surfaces; protect grout and allow to cure. Comply with manufacturer's written installation instructions for shrinkage-resistant grouts.
 5. Coordinate placement of anchors in concrete or masonry construction for securing base plates.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- I. Maintain erection tolerances of structural steel within AISC 303, "Code of Standard Practice for Steel Buildings and Bridges."
- J. Align and adjust various members that form part of complete frame or structure before permanently fastening. Before assembly, clean bearing surfaces and other surfaces that are in permanent contact with members. Perform necessary adjustments to compensate for discrepancies in elevations and alignment.
 - 1. Level and plumb individual members of structure.
 - 2. Make allowances for difference between temperature at time of erection and mean temperature when structure is completed and in service.
- K. Splice members only where indicated.
- L. Do not use thermal cutting during erection unless approved by Architect. Finish thermally cut sections within smoothness limits in AWS D1.1/D1.1M.
- M. Do not enlarge unfair holes in members by burning or using drift pins. Ream holes that must be enlarged to admit bolts.
- N. Shear Connectors: Prepare steel surfaces as recommended by manufacturer of shear connectors. Use automatic end welding of headed-stud shear connectors according to AWS D1.1/D1.1M and manufacturer's written instructions.
- O. Erect all components in accordance with approved shop drawings. After erection, prime welds, abrasions and surfaces not shop primed or galvanized as required, except surfaces to be in contact with concrete.
- P. Field weld components and shear studs as indicated on the approved shop drawings and in accordance with AWS D1.1/D1.1M.

3.04 FIELD CONNECTIONS

- A. High-Strength Bolts: Install high-strength bolts according to RCSC's "Specification for Structural Joints Using ASTM F3125/F3125M, Grade A325 or Grade A490 Bolts" for type of bolt and type of joint specified.
 - 1. Joint Type: Snug tightened Pretensioned unless specifically identified as pretensioned or slip-critical on the contract documents or calculations by the Delegated Connection designer.
- B. Weld Connections: Comply with AWS D1.1/D1.1M and AWS D1.8/D1.8M for tolerances, appearances, welding procedure specifications, weld quality, and methods used in correcting welding work.
 - 1. Comply with AISC 303 and AISC 360 for bearing, alignment, adequacy of temporary connections, and removal of paint on surfaces adjacent to field welds.
 - 2. Remove backing bars or runoff tabs where indicated, back gouge, and grind steel smooth.
 - 3. Assemble and weld built-up sections by methods that maintain true alignment of axes without exceeding tolerances in AISC 303, "Code of Standard Practice for Steel Buildings and Bridges," for mill material.
 - 4. Connections and abrasions shall be cleaned, prepared and finished in the same manner and with the same materials used in shop finishing.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

3.05 FIELD QUALITY CONTROL

- A. Special Inspections: Owner will engage a qualified special inspector to perform the following special inspections:
 - 1. Verify structural-steel materials and inspect steel frame joint details.
 - 2. Verify weld materials and inspect welds.
 - 3. Verify connection materials and inspect high-strength bolted connections.
- B. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
- C. Bolted Connections: Inspect and test high strength bolted connections according to RCSC's "Specification for Structural Joints Using ASTM F3125/F3125M, Grade A325 or Grade A490 Bolts."
- D. Welded Connections: Visually inspect field welds according to AWS D1.1/D1.1M.
 - 1. In addition to visual inspection, test and inspect field welds according to AWS D1.1/D1.1M and the following inspection procedures, at testing agency's option:
 - a. Liquid Penetrant Inspection: ASTM E 165.
 - b. Magnetic Particle Inspection: ASTM E709; performed on root pass and on finished weld. Cracks or zones of incomplete fusion or penetration are not accepted.
 - c. Ultrasonic Inspection: ASTM E164.
 - d. Radiographic Inspection: ASTM E94.
- E. Post Installed Mechanical Anchors, Adhesive Anchors and Screw Anchors: Comply with NYS IBC Table 1704.32.
 - 1. The special inspection shall include the verification of compliance with approved construction documents and standards established by the Commissioner pursuant to Section 28-113.2.2 of the Administrative Code.
- F. In addition to visual inspection, test and inspect field-welded shear connectors according to requirements in AWS D1.1/D1.1M for stud welding and as follows:
 - 1. Perform bend tests if visual inspections reveal either a less-than-continuous 360-degree flash or welding repairs to any shear connector.
 - 2. Conduct tests according to requirements in AWS D1.1/D1.1M on additional shear connectors if weld fracture occurs on shear connectors already tested.
- G. Correct deficiencies in Work that test reports and inspections indicate does not comply with the Contract Documents.

3.06 TOLERANCES

- A. All members shall be installed within AISC tolerances and as follows:
 - 1. Maximum variation from plumb: 1/4" (6mm) per story, non-cumulative.
 - 2. Maximum offset from true alignment: 1/4" (6mm).

3.07 REPAIRS AND PROTECTION

- A. Galvanized Surfaces: Clean areas where galvanizing is damaged or missing and repair galvanizing to comply with ASTM A780/A780M.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- B. Touchup Painting: Immediately after erection, clean exposed areas where primer is damaged or missing and paint with the same material as used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.
 - 1. Clean and prepare surfaces by SSPC-SP 2 hand-tool cleaning or SSPC-SP 3 power-tool cleaning.
- C. Touchup Painting: Cleaning and touchup painting are specified in Section 099100 - Painting
- D. Touchup Priming: Cleaning and touchup priming as specified in Division 9 "High-Performance Coatings" or compatible primer established at the fabricators shop to be compatible with the final finish.

3.08 ADJUSTING

- A. All misfits due to errors in location, fabrication, inaccuracies in the setting of anchor bolts or other items of attachment or support shall be immediately reported to the Engineer and corrected in a manner subject to the approval of the Engineer.
- B. Submit method of correction to the Architect under Division 01 Specification provisions.
- C. Proceed with corrective work only after receiving written approval from the Architect.
- D. All corrections shall be made at no additional cost to the Owner.

END OF SECTION

SECTION 053100
STEEL DECKING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. Section Includes:
 - 1. Roof deck and accessories.
 - 2. Bearing plates and angles
 - 3. Framing for openings up to and including 18 inches.

1.03 ACTION SUBMITTALS

- A. Product Data: For each type of deck, accessory, and product indicated provide deck profile characteristics and dimension, structural properties and finish.
 - 1. Include a statement indicating costs for each product having recycled content.
- B. Shop Drawings:
 - 1. Include layout and types of deck panels, anchorage details, reinforcing channels, pans, cut deck openings, special jointing, accessories, and attachments to other construction. Indicate temporary shoring of decking where required. Indicate welded connections using standard AWS A2.0 welding symbols and indicate net weld lengths.

1.04 INFORMATIONAL SUBMITTALS

- A. Submit under the provisions of Section 013300 - SUBMITTALS.
- B. Welding certificates.
- C. Product Certificates: For each type of steel deck by product manufacturer.
- D. Manufacturer's instructions: indicate special installation sequence and special instructions required for proper installation.
- E. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, indicating that each of the following complies with requirements:
 - 1. Power-actuated mechanical fasteners.
- F. Research/Evaluation Reports: For steel deck.

1.05 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Qualified according to ASTM E329 for testing indicated.
- B. Installer: Company specializing in performing the work of this section with a minimum of three (3) years of documented experience.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- C. Design deck layout, spans, fastening and joints under the supervision of a Professional Structural Engineer experienced in the design of this work and licensed in the State in which the project is located.
- D. Welding Qualifications: Qualify procedures and personnel according to AWS D1.3/D1.3M, "Structural Welding Code - Sheet Steel."
- E. Fire-Test-Response Characteristics: Where indicated, provide steel deck units identical to those tested for fire resistance per ASTM E119 by a testing and inspecting agency acceptable to authorities having jurisdiction.
- F. FM Global Listing: Provide steel roof deck evaluated by FM Global and listed in its "Approval Guide, Building Materials" for Class 1 fire rating and Class 1-90 windstorm ratings.
- G. AISI Specifications: Comply with calculated structural characteristics of steel deck according to AISI's "North American Specification for the Design of Cold-Formed Steel Structural Members."
- H. Recycled Content of Steel Products: Provide products with an average recycled content of steel products so postconsumer recycled content plus one-half of pre-consumer recycled content is not less than 25 percent.

1.06 PERFORMANCE REQUIREMENTS

- A. Metal decking design shall be in accordance with SDI Design Manual for Composite Decks, Form Decks, and Roof Decks. Substitutions shall be designed to meet or exceed published section properties of the specified materials. Section properties shall be computed in accordance with American Iron and Steel Institute Specification for the Design of Cold Formed Steel Structural Members.
- B. Lateral deflection of diaphragm shall not exceed $1/500$ of the story height. Maximum vertical deflection shall not exceed $L/240$ of the span length.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Protect steel deck from corrosion, deformation, and other damage during delivery, storage, and handling.
- B. Cut plastic wrap to encourage ventilation.
- C. Stack steel deck on platforms or pallets and slope to provide drainage. Protect with a waterproof covering and ventilate to avoid condensation.
- D. Do not handle products in a manner which will distort or damage materials.
- E. Do not store decking directly on the ground.
- F. Store materials in a manner which will permit ease of access for inspection and identification.
- G. Schedule delivery of the materials to the site at intervals which will ensure uninterrupted progress of the work.
 - 1. Protect and ventilate acoustical cellular roof deck with factory-installed insulation to maintain insulation free of moisture.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

1.08 FIELD MEASUREMENTS

- A. Verify that field measurements are as shown on the contract drawings and approved shop drawings as required by the manufacturer.
- B. The contractor is responsible for the proper locations and elevations of the work of this section.

1.09 COORDINATION

- A. Coordinate the work under provisions of Section 013100 - PROJECT MANAGEMENT AND COORDINATION.
- B. Coordinate the work of this section with utility installations and all other adjacent work.
- C. Coordinate the work such that the general progress of the work is not interrupted.

1.10 PERFORMANCE REQUIREMENTS

- A. AISI Specifications: Comply with calculated structural characteristics of steel deck according to AISI's "North American Specification for the Design of Cold-Formed Steel Structural Members."
- B. Metal decking design shall be in accordance with SDI Design Manual for Composite Decks, Form Decks, and Roof Decks. Substitutions shall be designed to meet or exceed published section properties of the specified materials. Section properties shall be computed in accordance with the American Iron and Steel Institute Specification for the Design of Cold Formed Steel Structural Members
- C. Lateral deflection of diaphragm shall not exceed 1/500th of the story height. Maximum vertical deflection shall not exceed L/240th of the span length.
- D. Fire-Resistance Ratings: Comply with ASTM E119; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
- E. Recycled Content of Steel Products: Postconsumer recycled content plus one-half of preconsumer recycled content not less than 25 percent.

PART 2 - PRODUCTS

2.01 METAL ROOF DECK

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Nucor Corp.; Vulcraft Division.
 - 2. Canam.
 - 3. New Millennium Building Systems.
 - 4. Substitutions shall be permitted only after receiving approval from the Architect/Engineer.
- B. Steel Roof Deck: Fabricate panels, without top-flange stiffening grooves, to comply with "SDI Specifications and Commentary for Steel Roof Deck," in SDI Publication No. 31, and with the following:

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

1. Galvanized and Shop-Primed Steel Sheet: ASTM A653/A653M, Structural Steel (SS), Minimum 33 Ksi yield strength, G60 zinc coating; cleaned, pretreated, and primed with manufacturer's standard baked-on, rust-inhibitive primer.
 - a. Color: Manufacturer's standard.
2. Deck Profile: Type B or as indicated on the drawings.
3. Profile Depth: 1-1/2 inches (38 mm) or as indicated on the drawings.
4. Design Uncoated-Steel Thickness: 20 gauge unless otherwise indicated.
5. Span Condition: Simple span.
6. Side Laps: Overlapped.

2.02 ACCESSORIES

- A. General: Provide manufacturer's standard accessory materials for deck that comply with requirements indicated.
- B. Welded Materials: AWS D1.1/D1.1M.
- C. Primer: Flexible, Rust inhibitive.
- D. Touch-up Primer: Red Oxide Type.
- E. Mechanical Fasteners: Corrosion-resistant, low-velocity, power-actuated or pneumatically driven carbon-steel fasteners; or self-drilling, self-threading screws.
- F. Side-Lap Fasteners: Corrosion-resistant, hexagonal washer head; self-drilling, carbon-steel screws, No. 10 (4.8-mm) minimum diameter.
- G. Flexible Closure Strips: Vulcanized, closed-cell, synthetic rubber. one inch thick profile to fit tight to decking in compression.
- H. Shear Connectors: 3/4 inch diameter, 4 1/2" inch long welded headed studs. locate as indicated on the contract drawings.
- I. Miscellaneous Sheet Metal Deck Accessories: Steel sheet, minimum yield strength of 33,000 psi (230 MPa), of same material, gauge and finish as deck; of profile indicated or required for application.
- J. Pour Stops and Girder Fillers: Steel sheet, minimum yield strength of 33,000 psi (230 MPa), of same material and finish as deck, and of thickness and profile recommended by SDI Publication No. 31 for overhang and slab depth.
- K. Piercing Hanger Tabs: Piercing steel sheet hanger attachment devices for use with floor deck.
- L. Weld Washers: Mild steel, uncoated, 3/4 inch outside diameter, 1/8 inch thick.
- M. Recessed Sump Pans: Single-piece steel sheet, 14 gauge or 0.0747 inch (1.90 mm) thick, of same material and finish as deck, with 3-inch (76-mm) wide flanges and sloped recessed side pans of 1-1/2inch (38-mm) minimum depth below deck surface. For drains, cut holes in the field.
- N. Galvanizing Repair Paint: ASTM A780/A780M.
- O. Bearing Plates and Angles: ASTM A36/A36M steel, unfinished.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- P. Repair Paint: Manufacturer's standard rust-inhibitive primer of same color as primer.
- Q. Closure Panels: Neoprene Blend-FR as manufactured by Carrington Specialty Products, Inc., or approved equal.
 - 1. Fire-rated Neoprene-blend formed to match profile of deck at each location.
 - 2. Install compatible backer rod and sealant to seal all edge conditions airtight.
 - 3. Physical Characteristics:
 - a. Nominal Density: 5 to 7 pcf.
 - b. Tensile Strength: 50 psi.
 - c. Elongation: 150% to break.
 - d. Compression Set: 50% of original thickness.
 - e. Compression Strength: 2 to 5 psi (at 25% deflection).
 - f. Working Temperature: -40 to 160 degrees F.
 - g. Water Absorption by Weight: 5% maximum.
 - h. Flammability: HF-1 as per UL 94.

2.03 SOURCE QUALITY CONTROL

- A. Testing and analysis of components will be performed under provisions of Section 014500 - QUALITY CONTROL.
- B. Inspection and tests will not relieve the Contractor of responsibility for providing materials and fabrication and erection procedures in compliance with specified requirements. The Contractor is to verify that all materials meet or exceed the requirements specified in these specifications.
- C. Materials not in compliance with the specified requirements will be rejected

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine supporting frame and field conditions for compliance with requirements for installation tolerances and other conditions affecting performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected. Beginning of installation means that the installer accepts the existing conditions.

3.02 INSTALLATION, GENERAL

- A. Install deck panels and accessories according to applicable specifications and commentary in SDI Publication No. 31, manufacturer's written instructions, and requirements in this Section.
- B. Install temporary shoring before placing deck panels if required to meet deflection limitations.
- C. Locate deck bundles to prevent overloading of supporting members.
- D. Clean all bearing surfaces of debris and foreign matter.
- E. Verify bearing surface is smooth and flat.
- F. Bear decking on steel supports with 1 1/2 inch (38 mm) minimum bearing.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- G. Provide decking free of amounts of lubricants or oils which would impair the adhesion of spray on fireproofing or painting.
- H. Place deck panels on supporting frame and adjust to final position with ends accurately aligned and bearing on supporting frame before being permanently fastened. Do not stretch or contract side-lap interlocks.
- I. Place deck panels flat and square and fasten to supporting frame without warp or deflection.
- J. Cut and neatly fit deck panels and accessories around openings and other work projecting through or adjacent to deck.
- K. Provide additional reinforcement and closure pieces at openings as required for strength, continuity of deck, and support of other work.
- L. Fasten deck to steel support members at ends and intermediate supports with fusion welds at 12 inches on center maximum, parallel with the deck flute and at each transverse flute. Weld washers are to be used only with decks 24 gauge or thinner.
- M. Mechanically fasten male/female side laps at 24 inches on center maximum for decking thinner than 20 gauge. Weld male/female side laps at 18 inches on center maximum for decks 20 gauge and heavier.
- N. Reinforce steel deck openings from 6 to 18 inches (150 to 460 mm) in size with 2 inches x 2 inches x 1/4 inch (50 mm x 50 mm x 6 mm) steel angles. Place angles perpendicular to flutes; extend minimum two flutes beyond each side of opening and fusion weld to deck at each flute.
- O. Install 6 inch (150 mm) minimum wide sheet steel cover plates, of same thickness as decking, where deck changes direction. Fusion weld 12 inches (300 mm) on center maximum.
- P. Install sheet steel closures and angle flashings to close openings between deck and walls, columns and openings.
- Q. Install single row of foam flute closures above walls and partitions perpendicular to deck flutes.
- R. Comply with AWS requirements and procedures for manual shielded metal arc welding, appearance and quality of welds, and methods used for correcting welding work.
- S. Mechanical fasteners may be used in lieu of welding to fasten deck. Locate mechanical fasteners and install according to deck manufacturer's written instructions.

3.03 ROOF-DECK INSTALLATION

- A. Fasten roof-deck panels to steel supporting members by arc spot (puddle) welds of the surface diameter indicated or arc seam welds with an equal perimeter that is not less than 1-1/2 inches (38 mm) long, and as follows:
 - 1. Weld Diameter: 3/4 inch (19 mm), nominal.
 - 2. Weld Spacing: Weld edge and interior ribs of deck units with a minimum of two welds per deck unit at each support. Space welds 12 inches (305 mm) apart in the field of roof and 6 inches (150 mm) apart in roof corners and perimeter based on roof-area definitions in FMG Loss Prevention Data Sheet - FM DS 1-28.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- B. Side-Lap and Perimeter Edge Fastening: Fasten side laps and perimeter edges of panels between supports, at intervals not exceeding the lesser of 1/2 of the span or 18 inches (457 mm), and as follows:
 - 1. Mechanically fasten with self-drilling, No. 10 (4.8-mm-) diameter or larger, carbon-steel screws.
 - 2. Mechanically clinch or button punch.
 - 3. Fasten with a minimum of 1-1/2-inch- (38-mm-) long welds where deck is thicker than 20 gauge.
- C. End Bearing: Install deck ends over supporting frame with a minimum end bearing of 1-1/2 inches (38 mm), with end joints as follows:
 - 1. End Joints: Lapped 2 inches (51 mm) minimum.
- D. Roof Sump Pans and Sump Plates: Install over openings provided in roof deck and weld flanges to top of deck flutes. Space welds not more than 6 inches apart with at least one weld at each corner.
 - 1. Install reinforcing channels or zees in ribs to span between supports and weld .
- E. Flexible Closure Strips: Install flexible closure strips over partitions, walls, and where indicated. Install with adhesive according to manufacturer's written instructions to ensure complete closure.
- F. Place metal cant strips in position and fusion weld.
- G. Install sheet steel closures and angle flashings to close openings between deck and walls, columns and openings.

3.04 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified independent testing and inspecting agency to perform field tests and inspections and prepare test reports.
- B. Field welds will be subject to inspection.
- C. Testing agency will report inspection results promptly and in writing to Contractor and Architect.
- D. Remove and replace work that does not comply with specified requirements.
- E. Additional inspecting, at Contractor's expense, will be performed to determine compliance of corrected work with specified requirements.

3.05 REPAIRS AND PROTECTION

- A. Galvanizing Repairs: Prepare and repair damaged galvanized coatings on both surfaces of deck with galvanized repair paint according to ASTM A780/A780M and manufacturer's written instructions.
- B. Repair Painting: Wire brush and clean rust spots, welds, and abraded areas on both surfaces of prime-painted deck immediately after installation, and apply repair paint.
- C. Provide final protection and maintain conditions to ensure that steel deck is without damage or deterioration at time of Substantial Completion.

MRF Roof, HVAC & Electrical Upgrades
Daniel P. Thomas MRF
Contract No.: 23-519

END OF SECTION

SECTION 055000
METAL FABRICATIONS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Shop and field fabricated ferrous metal items.
- B. Structural steel members.
- C. Weld repairs to steel lap seams.

1.02 SUBMITTALS

- A. Submit under provisions of Section 013300.
- B. Shop Drawings:
 - 1. Indicate profiles, sizes, connections, reinforcing, anchorage, size and type of fasteners, and accessories.
 - 2. Include erection drawings, elevations, and details where applicable.
- C. Indicate welded connections using standard AWS A2.0 welding symbols. Indicate net weld lengths.
- D. Welders' Certificates: Certify welders employed on the Work have met AWS qualification within the previous twelve (12) months.
- E. Manufacturer's Mill Certificate: Certify that Products meet or exceed specified requirements.

1.03 QUALIFICATIONS

- A. Prepare Shop Drawings under direct supervision of a Professional Structural Engineer experienced in design of this work and licensed in the State in which the project is located. Shop drawings must be signed and sealed by a Professional Structural Engineer.
- B. Fabricate structural steel members in accordance with AISC Code of Standard Practice.

1.04 FIELD MEASUREMENTS

- A. Verify field measurements.
- B. Replacement fabrications shall be of same dimensions, strength, and gage as original members, unless noted differently on drawings.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Steel Sections: ASTM A36; sizes to match existing where not indicated on drawings.
- B. Plates: ASTM A283; gage to match existing where not indicated on drawings.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- C. Pipe: ASTM A53, Grade B; schedule to match existing where not indicated on drawing.
- D. Bolts, Nuts, and Washers ASTM A325 and Teflon coated: ASTM A325
- E. Welding Materials: AWS D1.1; type required for materials being welded.

2.02 FABRICATION

- A. Fit and shop assemble in largest practical sections, for delivery to site.
- B. Fabricate items with joints tightly fitted and secured.
- C. Continuously seal joined members by continuous welds.
- D. Grind exposed joints flush and smooth with adjacent finish surface. Make exposed joints butt tight, flush, and hairline.
- E. Supply components required for anchorage of fabrications. Fabricate anchors and related components of same material and finish as fabrication, except where specifically noted otherwise. Components shall be comparable in size and capacity to existing components in similar anchorage situations.
- F. Fabricate support framing for openings and edges where existing supports are inadequate.

2.03 FINISHES

- A. Prepare surfaces to be primed. Refer to Section 099870 - Steel Tank Coating System.
- B. Do not prime surfaces in direct contact with concrete or where field welding is required.
- C. Shop prime structural steel members.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify that field conditions are acceptable and are ready to receive work, including the removal of existing metal fabrications that require replacement.
- B. Beginning of installation means erector accepts existing conditions.
- C. Verify that opening sizes and dimensional tolerances are acceptable.
- D. Verify that supports are correctly positioned.

3.02 PREPARATION

- A. Clean and strip primed steel items to bare metal where site welding is required.

3.03 INSTALLATION

- A. Install items plumb and level, accurately fitted, free from distortion or defects.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- B. Allow for erection loads, and for sufficient temporary bracing to maintain true alignment until completion of erection and installation of permanent attachments.
- C. Field weld components indicated on shop drawings.
- D. Connections shall be capable of transferring loads identical to capacity of existing connections.
- E. Perform field welding in accordance with AWS D1.1. Provide a fire watch during all hot work operations.
- F. Secure to prevent movement and anchor by welding.
- G. Obtain Engineer approval prior to site cutting or making adjustments not scheduled.

END OF SECTION

SECTION 055133
METAL LADDERS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Prefabricated ladders.

1.02 REFERENCE STANDARDS

- A. 29 CFR 1910.23 - Ladders; current edition.
- B. 29 CFR 1926.1053 - Ladders; Current Edition.
- C. AAMA 611 - Voluntary Specification for Anodized Architectural Aluminum; 2012.
- D. ANSI A14.3 - American National Standard for Ladders -- Fixed -- Safety Requirements; 2008.
- E. ASTM B211/B211M - Standard Specification for Aluminum and Aluminum-Alloy Rolled or Cold Finished Bar, Rod, and Wire; 2019.
- F. IAS AC172 - Accreditation Criteria for Fabricator Inspection Programs for Structural Steel; International Accreditation Service, Inc; 2015.

1.03 SUBMITTALS

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings:
 - 1. Indicate profiles, sizes, connection attachments, reinforcing, anchorage, size and type of fasteners, and accessories. Include erection drawings, elevations, and details where applicable.
- C. Designer's Qualification Statement.
- D. Fabricator's Qualification Statement: Provide documentation showing steel fabricator is accredited under IAS AC172.

PART 2 PRODUCTS

2.01 PREFABRICATED LADDERS

- A. Prefabricated Ladder: Welded metal unit complying with ANSI A14.3; factory fabricated to greatest degree practical and in the largest components possible.
 - 1. Components: Manufacturer's standard rails, rungs, treads, handrails, returns, platforms and safety devices complying with the requirements of the MATERIALS article of this section.
 - 2. Materials: Aluminum; ASTM B211/B211M, 6063 alloy, T52 temper.
 - 3. Finish: Mill finish aluminum.
 - 4. Manufacturers:
 - a. Precision Ladders, LLC; FLH-09-FAS and FLH-10: www.precisionladders.com/#sle.
 - b. Substitutions: See Section 016000 - Product Requirements.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

2.02 FINISHES - ALUMINUM

- A. Exterior Aluminum Surfaces: Class I natural anodized.
- B. Class I Natural Anodized Finish: AAMA 611 AA-M12C22A41 Clear anodic coating not less than 0.7 mils (0.018 mm) thick.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field conditions are acceptable and are ready to receive work.

3.02 INSTALLATION

- A. Install items plumb and level, accurately fitted, free from distortion or defects.
- B. Provide for erection loads, and for sufficient temporary bracing to maintain true alignment until completion of erection and installation of permanent attachments.
- C. Obtain approval prior to site cutting or making adjustments not scheduled.

END OF SECTION

**SECTION 055213
PIPE AND TUBE RAILINGS**

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. Section Includes:
 - 1. Pipe and Tube Guardrail

1.03 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Design railings, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.
- B. General: In engineering railings to withstand structural loads indicated, determine allowable design working stresses of railing materials in accordance with ANSI/NAAMM AMP 521 - latest edition and based on the following:
 - 1. Steel: 72 percent of minimum yield strength.
 - 2. Aluminum: The lesser of minimum yield strength divided by 1.65 or minimum ultimate tensile strength divided by 1.95.
- C. Structural Performance: Railings shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:
 - 1. Handrails and Top Rails of Guards:
 - a. Uniform load of 50 lbf/ ft. (0.73 kN/m) applied in any direction.
 - b. Concentrated load of 200 lbf (0.89 kN) applied in any direction.
 - c. Uniform and concentrated loads need not be assumed to act concurrently.
 - 2. Infill of Guards:
 - a. Concentrated load of 50 lbf (0.22 kN) applied horizontally on an area of 1 sq. ft. (0.093 sq. m).
 - b. Infill load and other loads need not be assumed to act concurrently.
- D. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes acting on exterior metal fabrications by preventing buckling, opening of joints, overstressing of components, failure of connections, and other detrimental effects.
 - 1. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.
- E. Control of Corrosion: Prevent galvanic action and other forms of corrosion by insulating metals and other materials from direct contact with incompatible materials.

1.04 ACTION SUBMITTALS

- A. Product Data: For the following:
 - 1. Manufacturer's product lines of mechanically connected railings.
 - 2. Railing brackets.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.
- C. Delegated-Design Submittal: For installed products indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1.05 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified professional engineer.

1.06 QUALITY ASSURANCE

- A. Source Limitations: Obtain each type of railing from single source from single manufacturer.
- B. Welding Qualifications: Qualify procedures and personnel according to the following:
 - 1. AWS D1.1/D1.1M, "Structural Welding Code - Steel."
 - 2. AWS D1.2/D1.2M, "Structural Welding Code - Aluminum."

1.07 PROJECT CONDITIONS

- A. Field Measurements: Verify actual locations of structural anchorage members and other construction contiguous with metal fabrications by field measurements before fabrication.

1.08 COORDINATION AND SCHEDULING

- A. Coordinate selection of shop primers with topcoats to be applied over them. Comply with paint and coating manufacturers' written recommendations to ensure that shop primers and topcoats are compatible with one another.
- B. Coordinate installation of anchorages for railings. Furnish setting drawings, templates, and directions for installing anchorages, including anchor bolts, and items with integral anchors. Deliver such items to Project site in time for installation.
- C. Schedule installation so wall attachments are made only to completed walls. Do not support railings temporarily by any means that do not satisfy structural performance requirements.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Pipe and Tube Guardrail:
 - a. Leading Edge Safety: Deck Mounted Guardrail
 - b. Or approved equal.

2.02 GUARDRAIL

- A. Guardrail: Permanent perimeter fall protection for low-slope roofs as shown on the contract drawings.
 - 1. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on drawings or comparable product to the following:

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

a. Leading Edge Safety, PRS Deck Mounted Guardrail

B. Materials:

1. Uprights: 1.66" x .140" schedule 40 pipe (ASTM A53) welded to 6" diameter x 3/8" steel plate (ASTM A1018) with pre-punched holes for permanent structural attachment
2. Horizontal Rails: 1.625" x .065" and 1.375" x .065" (ASTM A-513 DOM Grade 1020) steel tube adjustable slide rails.
3. Hardware: 3/8"-16 x 1" zinc plated steel

2.03 METALS, GENERAL

- A. Metal Surfaces, General: Provide materials with smooth surfaces, without seam marks, roller marks, rolled trade names, stains, discolorations, or blemishes.
- B. Brackets, Flanges, and Anchors: Cast or formed metal of same type of material and finish as supported rails unless otherwise indicated. Stainless Steel anchors.

2.04 STEEL AND IRON

- A. Tubing: ASTM A 500 (cold formed) or ASTM A 513.
- B. Pipe: ASTM A 53/A 53M, Type F or Type S, Grade A, Standard Weight (Schedule 40), unless another grade and weight are required by structural loads.
 1. Provide galvanized finish for exterior installations and where indicated.
- C. Plates, Shapes, and Bars: ASTM A 36/A 36M.

2.05 FASTENERS

- A. Fasteners for Anchoring Railings to Other Construction: Select fasteners of type, grade, and class required to produce connections suitable for anchoring railings to other types of construction indicated and capable of withstanding design loads.
- B. Fasteners for Interconnecting Railing Components:
 1. Provide concealed fasteners for interconnecting railing components and for attaching them to other work, unless otherwise indicated.
 2. Provide concealed fasteners for interconnecting railing components and for attaching them to other work, unless exposed fasteners are unavoidable or are the standard fastening method for railings indicated.
 3. Provide tamper-resistant flat-head machine screws for exposed fasteners unless otherwise indicated.
- C. Material for Exterior Locations and Where Stainless Steel is Indicated: Alloy Group 2 (A4) stainless-steel bolts, ASTM F 593 (ASTM F 738M), and nuts, ASTM F 594 (ASTM F 836M).

2.06 MISCELLANEOUS MATERIALS

- A. Welding Rods and Bare Electrodes: Select according to AWS specifications for metal alloy welded.
 1. For aluminum railings, provide type and alloy as recommended by producer of metal to be welded and as required for color match, strength, and compatibility in fabricated items.
- B. Etching Cleaner for Galvanized Metal: Complying with MPI#25.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- C. Galvanizing Repair Paint: High-zinc-dust-content paint complying with SSPC-Paint 20 and compatible with paints specified to be used over it.
- D. Shop Primers: Provide primers that comply with Section 099113 "Exterior Painting"
- E. Intermediate Coats and Topcoats: Provide products that comply with Section 099113 "Exterior Painting,"
- F. Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D1187/D1187M.
- G. Non-shrink, Non-metallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C1107/C1107M. Provide grout specifically recommended by manufacturer for interior and exterior applications.
- H. Anchoring Cement: Factory-packaged, non-shrink, nonstaining, hydraulic-controlled expansion cement formulation for mixing with water at Project site to create pourable anchoring, patching, and grouting compound.
 - 1. Water-Resistant Product: At exterior locations and where indicated, provide formulation that is resistant to erosion from water exposure without needing protection by a sealer or waterproof coating and that is recommended by manufacturer for exterior use.

2.07 FABRICATION

- A. General: Fabricate railings to comply with requirements indicated for design, dimensions, member sizes and spacing, details, finish, and anchorage, but not less than that required to support structural loads.
- B. Assemble railings in the shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation. Use connections that maintain structural value of joined pieces.
- C. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch (1 mm) unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.
- D. Form work true to line and level with accurate angles and surfaces.
- E. Fabricate connections that will be exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate.
- F. Cut, reinforce, drill, and tap as indicated to receive finish hardware, screws, and similar items.
- G. Connections: Fabricate railings with welded connections unless otherwise indicated.
- H. Welded Connections: Cope components at connections to provide close fit, or use fittings designed for this purpose. Weld all around at connections, including at fittings.
 - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
 - 2. Obtain fusion without undercut or overlap.
 - 3. Remove flux immediately.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

4. At exposed connections, finish exposed surfaces smooth and blended so no roughness shows after finishing and welded surface matches contours of adjoining surfaces.
- I. Form changes in direction as follows:
 1. As detailed.
- J. Bend members in jigs to produce uniform curvature for each configuration required; maintain cross section of member throughout entire bend without buckling, twisting, cracking, or otherwise deforming exposed surfaces of components.
- K. Close exposed ends of railing members with prefabricated end fittings.
- L. Provide wall returns at ends of wall-mounted handrails unless otherwise indicated. Close ends of returns unless clearance between end of rail and wall is 1/4 inch (6 mm) or less.
- M. Brackets, Flanges, Fittings, and Anchors: Provide wall brackets, flanges, miscellaneous fittings, and anchors to interconnect railing members to other work unless otherwise indicated.
 1. At brackets and fittings fastened to plaster or gypsum board partitions, provide crush-resistant fillers, or other means to transfer loads through wall finishes to structural supports and prevent bracket or fitting rotation and crushing of substrate.
- N. Provide inserts and other anchorage devices for connecting railings to concrete or masonry work. Fabricate anchorage devices capable of withstanding loads imposed by railings. Coordinate anchorage devices with supporting structure.

2.08 FINISHES, GENERAL

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- C. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.
- D. Provide exposed fasteners with finish matching appearance, including color and texture, of railings.

2.09 FINISHES

- A. Powder Coat Finish:
 1. Powder coated finish, minimum three coat, shop applied, baked on 70% fluoropolymer coating system based on Kynar 500 XL or Hylar 5000 resin (polyvinylidene fluoride, PVDF) formulated by a licensed manufacturer and applied by manufacturer's approved applicator to meet AAAMA 2605.
 2. Coating system shall provide minimum 1.3 to 1.5 mils DFT.
 3. Color: as selected by the Architect from the manufacturer's full range of available colors.
- B. Powder Coat Paint Meeting AAMA 2605 "superior performing organic coatings."

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

1. U.V. resistance and scratch & mar resistance formula shall consist of super durable TGIC polyester resin system with flocked and color stable full pigmentation.
2. Chemical pretreatment: a. Alkaline cleaner applied at 160 degrees F. for duration of 3 to 5 minutes.
 - a. D.I. (Deionized) water rinse.
 - b. Conversion phosphate coating applied at 140 degrees F. for 3 to 5 minutes.
 - c. D.I. water rinse.
 - d. Application on non-chromate, chrome sealer amorphous chromium phosphate that meets or exceeds ASTM D1730, Type B, Method 5.
 - e. D.I. water rinse, and dry in place.
3. Coating Application:
 - a. Electrostatic application of super TGIC system powder with a minimum dry film thickness of 3.5 to 5.5 mils cured coating.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine construction to ensure that aluminum support angles are in place to receive anchors, to verify that locations of concealed reinforcements have been clearly marked for Installer. Locate reinforcements and mark locations if not already done.

3.02 INSTALLATION, GENERAL

- A. Fit exposed connections together to form tight, hairline joints.
- B. Perform cutting, drilling, and fitting required for installing railings. Set railings accurately in location, alignment, and elevation; measured from established lines and levels and free of rack.
 1. Do not weld, cut, or abrade surfaces of railing components that have been coated or finished after fabrication and that are intended for field connection by mechanical or other means without further cutting or fitting.
 2. Set posts plumb within a tolerance of 1/16 inch in 3 feet (2 mm in 1 m).
- C. Corrosion Protection: Coat concealed surfaces of aluminum that will be in contact with wood, or dissimilar metals, with a heavy coat of bituminous paint.
- D. Adjust railings before anchoring to ensure matching alignment at abutting joints.
- E. Fastening: Use anchorage devices and fasteners for securing railings and for properly transferring loads to adjoining support structure.

3.03 RAILING CONNECTIONS

- A. Welded Connections: Use fully welded joints for permanently connecting railing components. Comply with requirements for welded connections in "Fabrication" Article whether welding is performed in the shop or in the field.
- B. Expansion / Slip Movement Joints: Install expansion joints at locations indicated but not farther apart than required to accommodate thermal movement. Provide slip-joint internal sleeve extending 2 inches (50 mm) beyond joint on either side, fasten internal sleeve securely to one side, and locate joint within 6 inches (150 mm) of post.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

3.04 ATTACHING RAILINGS

- A. Anchor railing ends at decks with round flanges anchored to deck construction and welded to railing ends .
- B. Anchor railing ends to metal surfaces with flanges through-bolted to metal surfaces and flanged Escutcheons welded to railing ends .

3.05 ADJUSTING AND CLEANING

- A. Clean aluminum by washing thoroughly with clean water and soap and rinsing with clean water.

3.06 PROTECTION

- A. Protect finishes of railings from damage during construction period with temporary protective coverings approved by railing manufacturer. Remove protective coverings at time of Substantial Completion.

END OF SECTION

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

**SECTION 061000
ROUGH CARPENTRY**

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. Section Includes:
 - 1. Treated Wood Members.
 - 2. Fasteners.
 - 3. Structural Hold Downs, Connectors and Framing Accessories.
 - 4. Wood blocking, cants, and nailers.

1.03 REFERENCES:

- A. AWWA - (American Wood Preservers Association) C1 - All Timber Products Preservative Treatment by Pressure Process.
- B. APA - American Plywood Association.
- C. AITC - American Institute of Timber Construction.
- D. US Department of Commerce (DOC):
 - 1. DOC PS 1 - Performance Standard for Structural Plywood.
 - 2. DOC PS 2 - Performance Standard for Wood-Based Structural Panels.
- E. International Code Council (ICC):
 - 1. ICC IBC - International Building Code

1.04 DEFINITIONS

- A. Exposed Framing: Framing not concealed by other construction.
- B. Dimension Lumber: Lumber of 2 inches nominal or greater but less than 5 inches nominal in least dimension.
- C. Timber: Lumber of 5 inches nominal or greater in least dimension.
- D. Lumber grading agencies, and the abbreviations used to reference them, include the following:
 - 1. NeLMA: Northeastern Lumber Manufacturers' Association.
 - 2. NLGA: National Lumber Grades Authority.
 - 3. SPIB: The Southern Pine Inspection Bureau.
 - 4. WCLIB: West Coast Lumber Inspection Bureau.
 - 5. WWPAA: Western Wood Products Association.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

1.05 ACTION SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.
 - 1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.
 - 2. Include data for fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Include physical properties of treated materials based on testing by a qualified independent testing agency.
 - 3. For fire-retardant treatments, include physical properties of treated lumber both before and after exposure to elevated temperatures, based on testing by a qualified independent testing agency according to ASTM D 5664.
 - 4. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.
 - 5. Include copies of warranties from chemical treatment manufacturers for each type of treatment.

1.06 INFORMATIONAL SUBMITTALS

- A. Material Certificates: For dimension lumber specified to comply with minimum allowable unit stresses. Indicate species and grade selected for each use and design values approved by the ALSC Board of Review.
- B. Evaluation Reports: For the following, from ICC-ES:
 - 1. Wood-preservative-treated wood.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Handle, Transport and Store Plywood Panels in accordance with the APA Storage and Handling recommendations.
- B. Stack lumber flat with spacers beneath and between each bundle to provide air circulation. Protect lumber from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.
- C. Stack panels flat with a minimum of three, full panel width, 4 inch by 4 inch spacers per eight foot panel length beneath and between each bundle to provide air circulation. Protect sheathing from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.01 WOOD PRODUCTS, GENERAL

- A. Certified Wood: Materials shall be produced from wood obtained from forests certified by an FSC-accredited certification body to comply with FSC STD-01-001, "FSC Principles and Criteria for Forest Stewardship" for the following:
 - 1. Miscellaneous lumber.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- B. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
 - 1. Factory mark each piece of lumber with grade stamp of grading agency.
 - 2. For exposed lumber indicated to receive a stained or natural finish, mark grade stamp on end or back of each piece or omit grade stamp and provide certificates of grade compliance issued by grading agency.
 - 3. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry lumber.
 - 4. Provide dressed lumber, S4S, unless otherwise indicated.
- C. Maximum Moisture Content of Lumber: 15 percent for 2-inch nominal thickness or less, 19 percent for more than 2-inch nominal thickness 15 percent for 2-inch nominal thickness or less, no limit for more than 2-inch nominal thickness unless otherwise indicated.

2.02 WOOD-PRESERVATIVE-TREATED LUMBER

- A. Preservative Treatment by Pressure Process: AWP A U1; Use Category UC2 for interior construction not in contact with the ground, Use Category UC4A for exterior construction not in contact with the ground, and Use Category UC4B for items in contact with the ground.
 - 1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium. Do not use inorganic boron (SBX) for sill plates.
 - 2. For exposed items indicated to receive a stained or natural finish, use chemical formulations that do not require incising, contain colorants, bleed through, or otherwise adversely affect finishes.
- B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or that does not comply with requirements for untreated material.
- C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.
 - 1. For exposed lumber indicated to receive a stained or natural finish, mark end or back of each piece or omit marking and provide certificates of treatment compliance issued by inspection agency.
- D. Application: Treat items indicated on Drawings, and the following:
 - 1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
 - 2. Wood sills, sleepers, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete.
 - 3. Wood framing and furring attached directly to the interior of below-grade exterior masonry or concrete walls.
 - 4. Wood framing members that are less than 18 inches (460 mm) above the ground in crawlspaces or unexcavated areas.
 - 5. Wood floor plates that are installed over concrete slabs-on-grade.

2.03 MISCELLANEOUS LUMBER

- A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

1. Blocking.
 2. Nailers.
 3. Grounds.
- B. For items of dimension lumber size, provide Construction or No. 2 grade lumber and any of the following species:
1. Hem-fir (north); NLGA.
 2. Mixed southern pine; SPIB.
 3. Hem-fir; WCLIB or WWPA.
 4. Spruce-pine-fir (south); NeLMA, WCLIB, or WWPA.
- C. For concealed boards, provide lumber with 15 percent maximum moisture content and any of the following species and grades:
1. Spruce-pine-fir (south) or spruce-pine-fir; Construction or No. 2 Common grade; NeLMA, NLGA, WCLIB, or WWPA.
 2. Eastern softwoods; No. 2 Common grade; NeLMA.
- D. For blocking not used for attachment of other construction, Utility, Stud, or No. 3 grade lumber of any species may be used provided that it is cut and selected to eliminate defects that will interfere with its attachment and purpose.
- E. For blocking and nailers used for attachment of other construction, select and cut lumber to eliminate knots and other defects that will interfere with attachment of other work.
- F. For furring strips for installing plywood or hardboard paneling, select boards with no knots capable of producing bent-over nails and damage to paneling.

2.04 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.
1. Where rough carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A153/A153M or Type 304 stainless steel.
- B. Power-Driven Fasteners: NES NER-272.
- C. Wood Screws: ASME B16.1.
- D. Lag Bolts: ASME B18.2.1.
- E. Bolts: Steel bolts complying with ASTM A307, Grade A; with ASTM A563 hex nuts and, where indicated, flat washers.
- F. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with capability to sustain, without failure, a load equal to six times the load imposed when installed in unit masonry assemblies and equal to four times the load imposed when installed in concrete as determined by testing per ASTM E488/E488M conducted by a qualified independent testing and inspecting agency.
1. Material: Stainless steel with bolts and nuts complying with ASTM F593 and ASTM F594, Alloy Group 1 or 2.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

PART 3 - EXECUTION

3.01 PREPARATION OF SURFACES

- A. Surfaces to receive new wood members shall be free of all dirt, debris, and loose materials. Exposed surfaces shall be mechanically scraped if necessary, to remove projections.
- B. Surfaces shall have no free water present in any form (rain, dew, frost, snow or ice).
- C. Contractor is responsible to inspect all exposed surfaces to see that conditions are satisfactory for installation of new work.

3.02 INSTALLATION, GENERAL

- A. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry to other construction; scribe and cope as needed for accurate fit. Locate furring, nailers, blocking, grounds, and similar supports to comply with requirements for attaching other construction.
- B. Make provisions for erection loads, and for sufficient temporary bracing to maintain structure safe, plumb and in true alignment until completion of erection and installation of permanent bracing.
- C. Place horizontal members flat, crown side up.
- D. Coordinate installation of adjacent construction.
- E. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.
- F. Comply with AWPA M4 for applying field treatment to cut surfaces of preservative-treated lumber.
- G. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
 - 1. NES NER-272 for power-driven fasteners.
 - 2. Table 2304.10.1, "Fastening Schedule," in ICC's International Building Code.
- H. Warped wood members shall not be used unless they can be fastened adequately to permanently hold them in their required alignment.
- I. For exposed work, arrange fasteners in straight rows parallel with edges of members, with fasteners evenly spaced, and with adjacent rows staggered.
 - 1. Comply with approved fastener patterns where applicable. Before fastening, mark fastener locations, using a template made of sheet metal, plastic, or cardboard.
 - 2. Use finishing nails unless otherwise indicated. Countersink nail heads and fill holes with wood filler.
 - 3. Use common nails unless otherwise indicated. Drive nails snug but do not countersink nail heads.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

3.03 WOOD GROUND, BLOCKING, AND NAILER INSTALLATION

- A. Install where indicated and where required for screeding or attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.
- B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces unless otherwise indicated.
- C. Where wood-preservative-treated lumber is installed adjacent to metal decking, install continuous flexible flashing separator between wood and metal decking.
- D. Provide permanent grounds of dressed, pressure-preservative-treated, key-beveled lumber not less than 1-1/2 inches wide and of thickness required to bring face of ground to exact thickness of finish material. Remove temporary grounds when no longer required.

3.04 PROTECTION

- A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

END OF SECTION

SECTION 070150
PREPARATION FOR RE-ROOFING

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Remove existing roofing system in its entirety including cap sheet and all plies, base flashings, sheet metal, wood blocking, skylights and curbs, and insulation down to existing deck. Preparation of roof deck to receive new roofing system. Sweep or clean all debris off the deck.
- B. All Roofing manufacturer requirements including, but not necessarily limited to, pertinent portions of their specifications and general requirements and recommendations apply to the work of this section as fully as though repeated herein.

1.02 ENVIRONMENTAL REQUIREMENTS

- A. Do not remove existing roofing system or damaged decking when weather conditions threaten the integrity of the building contents or intended continued occupancy. Maintain continued temporary protection prior to installation of the new roofing system.

1.03 PROTECTION

- A. It shall be the Contractor's responsibility to respond immediately to correction of roof leakage during construction. A four (4) hour time limit shall be given from the time of notification of emergency conditions. In the event of water penetration during rain or a storm, the Contractor shall provide for repair or protection of the building contents and interior. If the Contractor does not respond or cannot be contacted, the Owner will affect repairs or emergency action and the Contractor shall be back charged for all expenses and damages, if any.
- B. Protect the building and the contents of the building from all risks resulting from the work. Contractor shall be sufficiently prepared to expediently install a temporary membrane to protect areas of incomplete roofing in the event of rain.
- C. Contractor must take every precaution to prevent interior leakage, materials from falling into the interior, or other such occurrences.
- D. Do not load or permit any part of structure to be loaded with a weight that will endanger its safety or cause damage. Confine equipment, storage of materials and debris and the operations and movements of workers within any limits as indicated or as directed by the Owner.

1.04 SCHEDULING

- A. Schedule work to coincide with commencement of installation of new roofing system.

1.05 QUALITY ASSURANCE

- A. Comply with local, state, and federal regulations, safety standards and codes. Use the strictest document when a conflict arises.
- B. Whenever specification items found herein are less stringent than Manufacturers' requirements, Manufacturers' requirements shall be followed, and the Architect/Engineer shall be notified before proceeding.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- C. The responsibility for proper installation of all components of the roofing system lies with the Contractor. The Contractor shall inform the Architect/Engineer of any conditions detrimental to the quality of construction or long-term performance of the roofing system and shall not proceed with the work until the conditions are corrected.
- D. The Contractor selected for this work must be approved by the primary materials Manufacturer or approved equal and can provide the specified Manufacturer's guarantee.
- E. Applicator Qualifications: Company specializing in modified bituminous roof application, with minimum of 5 years documented experience certified by roofing system manufacturer.

1.06 REQUIRED MEETINGS

- A. Comply with governing EPA notification regulations before beginning membrane roofing removal. Comply with hauling and disposal regulatory requirements.
- B. Pre-installation Conference: Hold a pre-installation approximately two weeks before scheduled commencement of re-roofing installation and associated work. Required attendance includes the installer of each component of related work, Architect/Engineer, Owner, and roofing manufacturer's representative.
 - 1. Agenda:
 - a. Tour, inspect and discuss condition of substrate, roof drains, curbs, penetrations, and other preparatory work performed by other trades.
 - b. Review roofing system requirements (Drawings, Specifications, and other Contract Documents).
 - c. Review required submittals, both completed and yet to be completed.
 - d. Review and finalize construction schedule related to roofing work and verify availability of materials, installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 - e. Review requirements for Manufacturer's Roofing Quality Control Inspector inspections, other inspections, testing, certifying, and material usage accounting procedures.
 - f. Review weather and forecasted weather conditions, and procedures for coping with unfavorable conditions, including possibility of temporary roofing.
 - g. Review safety precautions relating to roofing installation.
 - h. Review regulatory requirements.
 - i. Review procedures for protection of building, building components, and completed roof system.
 - j. Proposed installation procedures and any additional items related to the total roof system.
 - k. Review notification procedures for weather or non-working days.
 - 2. Inspections:
 - a. Inspections shall be conducted by a dedicated technical representative by the manufacturer. Sales and Marketing personnel do not qualify. Inspection reports shall be submitted by the roofing contractor to the Architect.
 - b. Upon completion of all specified work items, a roof inspection shall be performed with the following in attendance: Manufacturers Technical Representative, Contractor, Architect/Engineer, and any applicable Subcontractors. Any discrepancies or incomplete work shall be documented by technical representative in a "roofing punch list" which is to be submitted to the Architect/Engineer for distribution to the Contractor.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

1.07 PROJECT CONDITIONS

- A. Owner will occupy the building immediately below roofing areas. Conduct Work so Owner's operations will not be disrupted.
- B. Coordinate with Owner to place protective dust or water leakage covers over sensitive equipment or furnishings, and to shut down equipment or systems required.
- C. Protect building to be re-roofed, adjacent walls, walkways, site, and landscape areas from damage or soiling from re-roofing operations. Maintain access to existing exits and walkways.
- D. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed the same day.
- E. Proceed with roofing work when existing and forecasted weather conditions permit work to be performed in accordance with manufacturer's recommendations and warranty requirements.

1.08 WARRANTY

- A. To ensure acceptance of manufacturer's warranty, preparation for re-roofing shall be in accordance with and meet the manufacturer's recommendations. Do not proceed with work until all unsatisfactory conditions have been corrected.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Temporary protection: Sheet Polyethylene. Provide weights or fasteners to retain sheeting in position.
- B. Base sheet: ASTM D-4601 Type II, nonperforated, asphalt impregnated and coated glass-fiber sheet. Provide weights or fasteners to retain sheeting in position.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Coordinate with Owner to shut down air intake equipment in the vicinity of the Work. Cover air intake louvers before proceeding with re-roofing work that could affect indoor air quality or activate smoke detectors in the ductwork.
- B. During removal operations, have sufficient and suitable materials on-site to facilitate rapid installation of temporary protection in the event of unexpected rain.
- C. Maintain roof drains in functioning condition to ensure roof drainage at end of each workday. Prevent debris from entering or blocking roof drains and conductors. Use roof-drain plugs specifically designed for this purpose. Remove roof-drain plugs at end of each workday, when no work is taking place, or when rain is forecast.
 - 1. If roof drains will be temporarily blocked or unserviceable due to roofing system removal or partial installation of new membrane roofing system, provide alternative drainage method to remove water and eliminate ponding. Do not permit water to enter into or under existing membrane roofing system components that are to remain.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- D. Verify that rooftop utilities and service piping have been shut off before commencing Work.
- E. Verify that openings, curbs, pipes, conduit, sleeves, ducts, and other items which penetrate the roof are set solidly, and that cant strips, nailing strips, and reglets are set in place.

3.02 ROOF TEAR-OFF

- A. Notify Architect/Engineer each day of extent of roof tear-off proposed.
- B. Remove loose aggregate from aggregate-surfaced built-up bituminous roofing with a power broom.
- C. Roof Tear-Off: Remove existing roofing membranes, flashing, roof perimeter edge capping, wood blocking, wall flashing and any other membrane roofing system components down to the deck. All tear-off materials shall be removed from the roof on a daily basis and disposed of in accordance with applicable codes and ordinances. Contractor shall not remove more in one day than can be completely covered the same day.
 - 1. Bitumen and felts that are firmly bonded to decks shall be removed without damaging existing deck. Also remove unadhered bitumen and felts and wet felts.
 - 2. Remove fasteners from deck by hand.
 - 3. All membrane flashing shall be cut out and stripped from all walls, curbs, etc. Surfaces shall then be cleaned, repaired, or otherwise conditioned to conform to the requirements for new construction.

3.03 DECK PREPARATION

- A. The deck shall be smooth, clean, dry, free of debris, and be sufficiently rigid to support the roofers and their mechanical equipment without deflection that will strain or rupture any of the roofing components. The repair of damaged roof deck shall be performed prior to system installation.
- B. If broken or loose fasteners that secure deck panels to one another or to structure are observed, or if deck appears or feels inadequately attached, immediately notify Architect/Engineer. Do not proceed with installation until directed by Architect/Engineer.
- C. Examine existing roof deck surface to receive new roof system for unevenness, irregularities and deflection that would affect quality and execution of work. If deck surface is not suitable for receiving new roofing, or if structural integrity of deck is suspect, immediately notify Architect/Engineer.
- D. Areas of existing roof deck that are damaged or deteriorated shall be inspected by Architect/Engineer and roofing manufacturer's representative. Repair areas as directed in accordance with manufacturer's instructions.

3.04 ROOF RE-COVER PREPARATION

- A. Remove mechanically attached roofing membrane fasteners and other substrate irregularities that inhibit new roofing system from conforming to substrate.
- B. Clean substrate of contaminants such as dirt, debris, oil, and grease.
- C. Power vacuum the existing substrate.

PREPARATION FOR
RE-ROOFING
070150- 4

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- D. Verify that existing substrate is dry before proceeding with installation. Spot check substrate with an electrical capacitance moisture-detection meter.
- E. Install four-inch by four-inch perlite cant strips at the juncture of all vertical surfaces and roof where expansion joints are not being installed. Where 4" cant strips will not fit, use the largest practical size. Cant strips shall be set with adhesive over the secured insulation.
- F. Existing rooftop equipment shall be temporarily raised as needed to accommodate proper installation of new roofing and flashing materials. Re-securement of units through horizontal metal flashing surfaces shall utilize 1/4" solid neoprene gaskets. Raise and Re-securement through vertical surfaces shall utilize appropriate screws through steel/neoprene washers placed at max. 12 inches on center or 2 per side minimum.
- G. Fill all honeycombing, imperfections, holes, and spaces in deck surface with latex filler approved by the manufacturer thoroughly clean, fill, and reseal all exposed joints, honeycombing, imperfections, fastener holes, spaces, penetrations in deck surface and around perimeter to result in a watertight seal. Use Sonneborne TP60 and a latex filler approved by the manufacturer and submitted to architect for approval.

3.05 EXISTING FLASHINGS

- A. All existing metal counter flashing at masonry walls shall be cut back and removed for installation of new metal counter flashing and new base flashing work. Contractor shall remove and replace counter flashing damaged by construction activities at no cost to the Owner.
- B. Remove existing base flashings around parapets, curbs, walls, and penetrations. Clean substrates of contaminants such as asphalt, sheet materials, dirt, and debris.
- C. Do not damage metal counter flashings that are to remain. Replace metal counter flashings damaged during removal with counter flashings of same metal, weight, thickness, and finish specified in Section 076200 Metal Flashing and Trim.
- D. Inspect parapets, curbs, walls, and penetrations sheathing for deterioration and damage. If parapet sheathing has deteriorated immediately notify Architect/Engineer and repair to meet manufacturer's specifications.

3.06 FIELD QUALITY CONTROL

- A. Perform field inspection and testing as required under the provisions of Section 014500. Correct defects or irregularities discovered during field inspection.
- B. Require attendance of roofing and insulation materials manufacturers' representatives at site during installation of the roofing system.

3.07 CLEANING

- A. The entire roof surface shall be swept free of all dust, dirt, grime, debris, or other foreign material. The deck shall be cleaned and otherwise conditioned to conform to the requirements for a new deck of the same type. Conduct daily NRCA deck dryness test. Report findings daily to Architect/Engineer.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- B. Remove bitumen adhesive drippings from all walls, windows, floors, ladders and finished surfaces.
- C. In areas where finished surfaces are soiled by tar or any other source of soiling caused by work of this section, consult manufacturer of surfaces for cleaning advice and conform to their instructions.
- D. Repair or replace defaced or disfigured finishes caused by work of this section.

3.08 INSPECTION

- A. At completion of preparation for roofing installation and associated work, meet with the Architect/Engineer, installer, installer of associated work, Owner, roofing system manufacturer's representative and any other representatives directly concerned with performance of roofing system.
- B. Walk roof surface areas of the building, inspect perimeter building edges as well as flashing of roof penetrations, walls, curbs and other equipment. List all items requiring correction or completion and furnish copy of list to each party attending.
- C. Repair or replace deteriorated or defective work found at time of inspection as required to produce an installation which is free of damage and deterioration and according to warranty requirements. Contractor will be responsible for ensuring that the deck surface is clean, firm, smooth dry, properly secured against movement, and acceptable to the Owner, the Architect/Engineer, and to himself, prior to application of roofing materials.
- D. Notify the Architect/Engineer upon completion of corrections. Following the inspection, provide written notice of acceptance of the preparation from the roofing system manufacturer.
- E. Commencement of roof application over any section will denote acceptability by Contractor of any section's readiness to receive roofing and he will be responsible for any corrective work, which may be occasioned by his having started over an unsatisfactory surface.

3.09 TEMPORARY PROTECTION

- A. Provide temporary protective sheeting over uncovered deck surfaces. Turn sheeting up and over parapets and curbing. Retain sheeting in position with weights or temporary fasteners.
- B. Provide for surface drainage from sheeting to existing drainage facilities. Do not permit traffic over unprotected deck surface.

END OF SECTION

SECTION 075216

STYRENE-BUTADIENE-STYRENE (SBS) MODIFIED BITUMINOUS MEMBRANE ROOFING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. Section Includes:
 - 1. Styrene-butadiene-styrene (SBS)-modified bituminous membrane roofing system and accessories.
 - 2. Temporary Roof Ply Sheet.
 - 3. Roof Insulation.
 - 4. Fastening Systems.
 - 5. Metal roof edge.
 - 6. Metal Flashings.
 - 7. Liquid Flashing System
 - 8. Metal Roof Drain Replacement

1.03 DEFINITIONS

- A. Roofing Terminology: Definitions in ASTM D1079 and glossary of NRCA's "The NRCA Roofing and Waterproofing Manual" apply to work of this Section.
- B. LTTR: Long Term Thermal Resistance as per ASTM C1303 and CAN-ULC S770.

1.04 PREINSTALLATION MEETINGS

- A. Preinstallation Roofing Conference: Conduct conference at Project site.
 - 1. Meet with Owner, Architect, Owner's insurer if applicable, testing and inspecting agency representative, roofing Installer, roofing system manufacturer's representative, deck Installer, and installers whose work interfaces with or affects roofing, including installers of roof accessories and roof-mounted equipment.
 - 2. Review methods and procedures related to roofing installation, including manufacturer's written instructions.
 - 3. Review and finalize construction schedule, and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 - 4. Review the use and staging of hoisting equipment required for the project including safety, OSHA regulations pertaining to operation and use of this equipment.
 - 5. Review Contractor's (and their Subcontractor's) responsibility to comply with OSHA regulations, requirements for provision and implementation of safety equipment and regulations. Additionally, Contractor shall keep on-site at all times a minimum of three complete additional safety units (i.e.: harnesses, rigging gear, hardhats, safety vests, etc.) for use by site visitors requiring access to the work.
 - 6. Examine deck substrate conditions and finishes for compliance with requirements, including flatness and fastening.
 - 7. Review structural loading limitations of roof deck during and after roofing.

STYRENE-BUTADIENE-STYRENE
(SBS) MODIFIED
BITUMINOUS MEMBRANE
ROOFING
075216- 1

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

8. Review the location of any fresh-air intakes for the building with the building owner which may have to be covered or re-directed to maintain intakes during roofing operations.
9. Review base flashings, special roofing details, roof drainage, roof penetrations; raising and/or replacement of equipment curbs, disconnection and re-connection of mechanical roof mounted equipment; and condition of other construction that affects roofing system.
10. Review governing regulations and requirements for insurance and certificates if applicable.
11. Review temporary protection requirements including but not limited to safety lines, roof barriers, walkway protections as required by OSHA during and after roofing installations.
12. Review roof installation observations during construction; notifications and repair procedures after roofing installation with the manufacturer's field representative.

1.05 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 1. Provide membrane manufacturer's printed data sufficient to show that all components of the roofing system, including insulation, fasteners, edge conditions, comply with the specified requirements and with the roofing manufacturer's requirements and recommendations for the system type specified; include data for each product used in conjunction with the roofing membranes.
- B. Shop Drawings: For roofing system. Include plans, elevations, sections, details, and attachments to other work, including:
 1. Base flashings and membrane terminations.
 2. Tapered insulation, including slopes.
 3. Crickets, saddles, and tapered edge strips, including slopes.
- C. Specimen (Sample) Warranty: Submit for approval accompanying Product Data submissions.
- D. Installer Qualifications Letter: Provide a letter from the roofing manufacturer attesting that the roofing contractor meets the manufacturer's qualifications for the roofing system specified.
- E. Submit evidence that the manufacturer's Pre-Installation Notice requirements, if any, have been accepted and approved by the manufacturer.

1.06 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer manufacturer and testing agency.
- B. Product Test Reports: For components of membrane roofing system, for tests performed by manufacturer and witnessed by a qualified testing agency.
- C. Research/Evaluation Reports: For components of membrane roofing system, from ICC-ES.

1.07 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For roofing system to include in maintenance manuals.
- B. Executed Manufacturer's Warranty for this specific project scope, signed by a current representative of the approved Roofing Manufacturer.

STYRENE-BUTADIENE-STYRENE
(SBS) MODIFIED
BITUMINOUS MEMBRANE
ROOFING
075216- 2

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

1.08 QUALITY ASSURANCE

- A. **Manufacturer Qualifications:** A qualified manufacturer that produces a product that is UL listed FM Global approved Class A for membrane roofing system identical to that specified (including mopping asphalt or cold adhesive) for this Project.
- B. **Primary roofing products,** including each type of sheet, all manufactured in the United States, shall be supplied by a single manufacturer which has been successfully producing the specified types of products for not less than 10 years. Secondary or accessory products shall be acceptable to the manufacturer of the primary roofing products.
- C. **Installer Qualifications:** A qualified firm that is approved, authorized, or licensed by roofing system manufacturer to install manufacturer's product and that is eligible to receive manufacturer's special warranty.
- D. **Contract shall have a minimum of (5) Five years experience** in successfully installing the same or similar roofing materials and be certified in writing by the roofing materials manufacturer to install the roofing system specified.
- E. **Local Regulations:** Conform to regulations of public agencies, including any specific requirements of the AHJ.
- F. **Manufacturer's Representative:** Ensure that the primary roofing materials manufacturer provides direct trained company personnel to attend necessary project meetings, perform periodic weekly inspections or more frequently as required by the operations and conduct a final inspection and report upon completion of the the project.

1.09 DELIVERY, STORAGE, AND HANDLING

- A. **Deliver roofing materials to Project site** in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, approval or listing agency markings, and directions for storing and mixing with other components.
- B. **Store roll materials on ends.** Store materials left overnight pallets.
- C. **Store liquid materials in their original undamaged containers** in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight. Cover materials with a breathable cover such as canvas. Sort materials so as not to overload the deck materials or building structure.
 - 1. **Discard and legally dispose of liquid material** that cannot be applied within its stated shelf life.
 - 2. **Remove any damaged materials from the site.** Contractor shall replace damaged materials with new materials at Contractor's expense.
- D. **Protect roof insulation materials** from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.
- E. **Handle and store roofing materials,** and place equipment in a manner to avoid permanent deflection of deck.

STYRENE-BUTADIENE-STYRENE
E (SBS) MODIFIED
BITUMINOUS MEMBRANE
ROOFING
075216- 3

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

1.10 FIELD CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.
- B. Provide a minimum of 5 days notice to the Owner and manufacturer prior to commencing any work and apprise said parties of expected work schedule on a daily basis.
- C. Safety: Ensure that every member of the roofing crew are in compliance and have been trained in accordance with fire and safety regulations of OSHA, NRCA and other industry and local jurisdictional groups.

1.11 PROTECTION REQUIREMENTS

- A. Membrane Protection: Provide protection against staining and mechanical damage for newly applied roofing and adjacent surfaces throughout the project.
- B. Limited Access: Prevent access by the public to materials, tools and equipment throughout the course of the project.
- C. Debris Removal: Remove all construction and demolition debris on a daily basis and dispose of legally in an off-site disposal location. Clean the surrounding site of all debris generated by roofing activities on a daily basis, to the Owner's satisfaction.

1.12 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of roofing system that fail in materials or workmanship within specified warranty period.
 - 1. Special warranty includes membrane roofing, base flashings, roof insulation, fasteners, cover boards, substrate board, roofing accessories, roof edge and coping metal systems and other components of the total roofing system.
 - 2. Warranty Period: 30 years from date of Substantial Completion.
 - 3. The warranty shall be a term type, without deductibles or limitations on the coverage amount (No Dollar Limit).
 - 4. Scope of Warranty shall include but not be limited to:
 - a. Ordinary wear and tear of the elements.
 - b. Manufacturing defects in any part of the total roofing system.
 - c. Defective Workmanship in the installation of the roofing materials.
 - d. Damage caused by winds up to and including 120 mph.
 - 5. Metal Roof Edge, Flashing and Coping materials: Provide 20-year warranty for painted finish covering color fade, chalking and film integrity.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:

STYRENE-BUTADIENE-STYRENE
(SBS) MODIFIED
BITUMINOUS MEMBRANE
ROOFING
075216- 4

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

1. Johns Manville
 2. Or Approved Equal
- B. Source Limitations: Obtain components including roof insulation fasteners metal edge, flashing and coping materials, recovery board, vapor barrier (temporary roof) for the total roofing system from same manufacturer as membrane roofing or manufacturer approved by membrane roofing manufacturer.

2.02 PERFORMANCE REQUIREMENTS

- A. General Performance: Installed roofing and base flashings shall withstand specified uplift pressures, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Roofing and base flashings shall remain watertight.
1. Accelerated Weathering: Roofing system shall withstand 2000 hours of exposure when tested according to ASTM G 152, ASTM G 154, or ASTM G155.
 2. Impact Resistance: Roofing system shall resist impact damage when tested according to ASTM D 3746 or ASTM D 4272.
- B. Material Compatibility: Roofing materials shall be compatible with one another and adjacent materials under conditions of service and application required, as demonstrated by roofing manufacturer based on testing and field experience.
- C. Roofing System Design: Tested by a qualified testing agency to resist the following uplift pressures:
1. Uniform Wind Uplift Load Capacity
 - a. Installed roof system shall withstand negative (uplift) design wind loading pressures complying with the following criteria:
 - 1) Design Code: ASCE 7, Method 2 for Components and Cladding.
 - 2) Category: IV
 - 3) Building with an Importance Factor of: 1.50
 - 4) Wind Speed: 125 mph.
 - 5) Exposure Category: D.
 - 6) Design Roof Height: varies Refer to construction documents.
 - 7) Minimum Building Width: varies. Refer to construction documents.
 - 8) Roof Pitch: 0.125 inch per foot (minimum).
 - 9) Roof Area Design Uplift Pressures:
 - (a) Corner Uplift Pressure: 76.8 lbf/sq. ft. .
 - (b) Perimeter Uplift Pressure: 51 lbf/sq. ft..
 - (c) Field-of-Roof Uplift Pressure: 30.4 lbf/sq. ft..
- D. FM Global Listing: Roofing, base flashings, and component materials shall comply with requirements in FM Global 4450 or FM 4470 as part of a roofing system, and shall be listed in FM Global's "RoofNav" for Class 1 or noncombustible construction, as applicable. Identify materials with FM Global markings.
1. Provide assembly complying with Factory Mutual Corporation (FM) Roof Assembly Classification, FM DS 1-28 and FM DS 1-29 and meeting the following:
 - a. Fire/Windstorm Classification: Class 1A-120.
- E. Energy Star Listing: Roofing system shall be listed on the DOE's ENERGY STAR "Roof Products Qualified Product List" for low-slope roof products.

STYRENE-BUTADIENE-STYRENE
(SBS) MODIFIED
BITUMINOUS MEMBRANE
ROOFING
075216- 5

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- F. Exterior Fire-Test Exposure: ASTM E108 or UL 790, Class A; for application and roof slopes indicated; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
- G. Fire-Resistance Ratings: Comply with fire-resistance-rated assembly designs indicated. Identify products with appropriate markings of applicable testing agency.
- H. Drainage: Provide a roof system with positive drainage where all standing water dissipates within 48 hours after precipitation ends.
- I. Roofing System membranes containing recycled or bio-based materials shall be third party certified through UL Environment.

2.03 SBS MODIFIED BITUMEN MATERIALS

- A. Cap Sheet: Ceramic-Coated Roofing Granules with factory applied cool roof coating, reinforced with fiber glass/polyester composite reinforcement, complying with ASTM D6162, Type I, Grade G, with the following additional characteristics:
 - 1. Formulated for hot asphalt and cold adhesive application.
 - 2. Nominal Thickness: 150mil (3.8mm)
 - 3. Roll Weight: 39 3/8"
 - 4. Acceptable Product: Dynakap FR T1 CR by Johns Manville
- B. Interply Base Sheet: SBS polymer-modified bitumen sheet, complying with ASTM D6163/D6163M, Type I, Grade S, with glass fiber reinforcing fabric, formulated for hot asphalt and cold adhesive application to substrate and cap sheet, with the following additional characteristics:
 - 1. Nominal Thickness: 91mil (2.3mm)
 - 2. Sheet Width: 39 3/8"
 - 3. Acceptable Product: Dynabase by Johns Manville
- C. Base Sheet: Same as interply base sheet.
- D. Flashings: Same materials and configuration as roofing membrane.
- E. Roof Walkway Pads: Mineral-granule-surfaced, reinforced modified asphalt composition, slip-resisting pads, manufactured as a traffic pad for foot traffic provided by roofing system manufacturer, with a pad size of 32 inch x 32 inch.
 - 1. Acceptable Product: Dynatred plus roof walkway or approved equal
- F. Cold Adhesive: Multi-Purpose MBR Cold Adhesive by Johns Manville or as recommended by manufacturer.

2.04 VAPOR RETARDER MATERIALS

- A. Asphalt Felt: Asphalt impregnated, polyethylene reinforced self adhering roofing sheet, complying with ASTM D2178/D2178M, Type IV or VI.
 - 1. Acceptable Product: JM Vapor Barrier SA by Johns Manville or approved equal.
- B. Adhesive: As recommended by roofing membrane manufacturer.

STYRENE-BUTADIENE-STYRENE
(SBS) MODIFIED
BITUMINOUS MEMBRANE
ROOFING
075216- 6

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

2.05 ROOF INSULATION AND COVER BOARDS

- A. Polyisocyanurate Board Insulation: Closed cell polyisocyanurate foam with black glass reinforced mat laminated to faces, complying with ASTM C1289 Type II Class 1, with the following additional characteristics:
 - 1. Acceptable Product: Flat and Tapered ENRGY 3 by Johns Manville or approved equal
 - 2. Thickness: As indicated on Contract Drawings.
 - 3. Size: 48 inches (1220 mm) by 96 inches (2440 mm), nominal.
 - a. Exception: Insulation to be attached using adhesive or asphalt may be no larger than 48 inches (1220 mm) by 48 inches (1220 mm), nominal.
 - 4. Compressive Strength: 20 psi (138 kPa) when tested in accordance with ASTM C1289.
 - 5. Minimum LTTR-value shall be 30 for the entire roof surface area.
 - 6. Ozone Depletion Potential: Zero; made without CFC or HCFC blowing agents.
 - 7. Recycled Content: 19 percent post-consumer and 5 percent pre-consumer (post-industrial), average.
 - 8. Crickets: 1/4 inch per foot
- B. High-Density Perlite-Based Cover Board: high density expanded perlite with reinforcing cellulosic fibers complying with ASTM C 778, Type 2 with a polymerized asphalt emulsion coating, with the following characteristics:
 - 1. Approved product: Duraboard by Johns Manville or approved equal.
 - 2. Size: 48 inches (1220mm) by 48 inches (1220mm), nominal.
 - 3. Thickness: 1/2 inch (12mm)
 - 4. Thermal Value: 1.3
 - 5. Compressive Strength: 35 psi, when tested in accordance with ASTM C 165
 - 6. Flame Spread: 35, when tested in accordance with ASTM E 84
 - 7. Smoke Developed: 10, when tested in accordance with ASTM E 84
- C. Adhesive for Insulation Attachment: Type as required by roof membrane manufacturer for roofing system and warranty to be provided; use only adhesives furnished by roof membrane manufacturer.
- D. Provide preformed saddles, crickets, tapered edge strips, and other insulation shapes where indicated for sloping to drain. Fabricate to slopes providing drainage to roof drain locations in conjunction with the minimum required roof pitch of 1/4 inch per foot.
- E. Install boards no thicker than 1.5 inches. Provide multiple layers to achieve required R-Value and tapered configurations to achieve drainage slopes. Minimum board thickness shall be 1 inch as needed at drain locations.

2.06 FLUID APPLIED FLASHING MEMBRANE ASSEMBLY

- A. Resin for all Flashing Applications: A multi-component, flexible, polymethylmethacrylate (PMMA) based resin combined with a thixotropic agent for use in combination with fleece fabric to form a monolithic, reinforced flashing membrane.
 - 1. Reinforced Fluid Applied PMMA Flashing System:
 - a. Resin for Flashing Applications: a multi-component, flexible, polymethylmethacrylate (PMMA) based resin combined with a thixotropic agent for use in combination with fleece fabric to form a monolithic, reinforced flashing membrane.
 - 1) JM PermaFlash System

STYRENE-BUTADIENE-STYRENE
(SBS) MODIFIED
BITUMINOUS MEMBRANE
ROOFING
075216- 7

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

2) Or approved equal.

2.07 AUXILIARY ROOFING MATERIALS

- A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with roofing membrane.
- B. Asphalt Primer: ASTM D 41. Product: JM Asphalt Primer or approved equal.
- C. Cold-Applied Adhesive: Roofing system manufacturer's asphalt-based, two-component, asbestos-free, cold-applied adhesive specially formulated for compatibility and use with membrane applications.
 - 1. JM MBR Bonding Adhesive or approved equal.
- D. Cold-Applied Flashing Adhesive: Roofing system manufacturer's asphalt-based, two-component, asbestos-free, trowel-grade, cold-applied adhesive specially formulated for compatibility and use with flashing applications.
 - 1. JM MBR Flashing Cement or approved equal
- E. Mastic Sealant: Polyisobutylene, plain or modified bitumen; non hardening, nonmigrating, nonskinning, and nondrying. As required by manufacturer.
- F. Expansion Joints If Applicable: Provide factory fabricated weatherproof, exterior covers for expansion joint openings consisting of flexible rubber membrane, supported by a closed cell foam to form flexible bellows, with two metal flanges, adhesively and mechanically combined to the bellows by a patented bifurcation process. Provide product manufactured and marketed by single-source membrane supplier that is included in the No Dollar Limit guarantee.
 - 1. Expand-O-Flash or approved equal.
- G. Caulking / Sealants: A single component, high performance, elastomeric sealant conforming to ASTM D 232 or ASTM C920.
 - 1. Tremseal by TREMCO
 - 2. Sonolastic NP 1 by Sonneborn Building Products
 - 3. Black Jack No. 1010 by Gibson-Homans
- H. PMMA Primers:
 - 1. PMMA Primer for Concrete/Masonry/Wood/ Plywood substrates:
 - a. JM PMMA Primer
 - b. Or approved equal.
 - 2. Primer for Asphaltic Substrates: A two component, fast curing, PMMA based primer for use over Asphaltic materials.
 - a. JM PMMA Primer
 - b. Or approved equal.
- I. Metal Flashing Sheet: Metal flashing sheet is specified in Division 07 Section "Sheet Metal Flashing and Trim."
- J. Roofing Granules: Ceramic-coated roofing granules matching specified cap sheet, provided by roofing system manufacturer.

STYRENE-BUTADIENE-STYRENE
(SBS) MODIFIED
BITUMINOUS MEMBRANE
ROOFING
075216- 8

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- K. Sheet Flashing: Manufacturer's sheet flashing of same material, type, reinforcement, thickness, and color as sheet membrane. Basis of Design: JM .060 TPO
- L. Sheet Flashing: Manufacturer's unreinforced sheet flashing of same material as sheet membrane. Basis of Design: JM TPO Detail Membrane
- M. Slip Sheet: Manufacturer's recommended slip sheet, of type required for application.
- N. Metal Termination Bars: Manufacturer's standard predrilled stainless-steel or aluminum bars, with anchors. Basis of Design: JM Termination Systems
- O. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM 4470, designed for fastening roofing components to substrate; tested by manufacturer for required pullout strength, and acceptable to roofing system manufacturer.
- P. Miscellaneous Accessories: Provide pourable sealers, preformed cone and vent sheet flashings, preformed inside and outside corner sheet flashings, T-joint covers, termination reglets, cover strips, and other accessories. Basis of Design: JM TPO Pourable Sealer A & B, JM TPO Pipe Boots, JM TPO Universal Corners, JM TPO Edge Sealant, JM TPO T-Joint Patch, JM TPO Membrane Cleaner, JM TPO Membrane Primer, JM TPO Sealing Mastic, JM TPO Cover Tape, JM TPO Detail Membrane, JM TPO Peel & Stick 10" RPS, JM TPO Peel & Stick 6" RTS, JM TPO-Coated Metal and JM Single Ply Caulk.
- Q. Miscellaneous Accessories: Provide those recommended by roofing system manufacturer.

2.08 WALL AND CURB SUBSTRATE BOARD

- A. Closed cell Polyisocyanurate foam board. ASTM C 1289, Type II, Class 4, Grades 1, 2, and 3. , 1/4 inch thick. Product:
 - 1. Invinsa FR or approved equal

2.09 INSULATION ACCESSORIES

- A. General: Roof insulation accessories recommended by insulation manufacturer for intended use and compatible with membrane roofing.
- B. Provide factory preformed tapered edge strips, and other insulation shapes where indicated for sloping to drain. Fabricate to slopes indicated. Product:
 - 1. Tapered Fesco Edge Strip or approved equal
- C. Urethane Adhesive: Manufacturer's two component urethane adhesive formulated to adhere insulation to substrate. Product:
 - 1. JM Two-Part Urethane Insulation Adhesive or approved equal
- D. Insulation Cant Strips: ASTM C 728, perlite insulation board. Product:
 - 1. FesCant Plus or approved equal
- E. Wood Nailer Strips: Comply with requirements in Division 06 Section "Rough Carpentry"

STYRENE-BUTADIENE-STYRENE
(SBS) MODIFIED
BITUMINOUS MEMBRANE
ROOFING
075216- 9

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

2.10 METAL ROOF DRAIN REPLACEMENTS

- A. Roof drain replacement shall be Johns Manville Hercules RetroFit Drains or approved equal in sizes to match existing; Include drain pans, clamping rings and strainers. Protect drains during remainder of construction period to avoid clogging with dirt debris and to prevent damage from traffic or construction work.
- B. Set 30" by 30", 4 lbs lead flashing sheet in a bed of MBR Flashing Cement on completed roofing membrane. Cover metal flashing with roofing membrane cap-sheet stripping and extend a minimum of 4" beyond edge of metal flashing onto field of roofing membrane. Clamp roofing membrane, metal flashing and stripping into RetroFit and Overflow roof drain clamping rings.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements and other conditions affecting performance of the Work:
 - 1. Verify that all existing roof demolition work is complete including but not limited to: Roof membrane, insulation, base flashings, metal flashings, skylights, walkways, miscellaneous blocking, drain assemblies, damaged Tectum roof substrates to be replaced.
 - 2. Verify that roof openings and penetrations are in place, curbs are set and braced, and roof-drain bodies are securely clamped in place.
 - 3. Verify that wood cants, blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations and that nailers match thicknesses of insulation.
 - 4. Verify that deck is securely fastened with no projecting fasteners and with no adjacent units in excess of 1/16 inch out of plane relative to adjoining deck.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 PREPARATION

- A. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing installation according to roofing system manufacturer's written instructions. Remove sharp projections.
- B. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction. Remove roof-drain plugs when no work is taking place or when rain is forecast.
- C. Install new roof deck replacement materials to replace damaged roof deck encountered during demolition.
- D. Install Base Sheet over entire area being re-roofed, lapping sides and ends four (4) inches. Using approved fasteners, nail each sheet nine (9) inches on center through laps and stagger nail the remainder of the sheet in two (2) rows on twelve (12) inch centers.
- E. Insulation: Install insulation panels with end joints offset; edges of the panels shall be in moderate contact without forcing applied in strict accordance with the insulation manufacturer's

STYRENE-BUTADIENE-STYRENE
(SBS) MODIFIED
BITUMINOUS MEMBRANE
ROOFING
075216- 10

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

requirements and the following instructions. Insulation shall be installed in two layers with staggered joints.

1. Multi-Layer Insulation: Install insulation panels in an application of the specified insulation adhesive in strict accordance with the requirements of the insulation manufacturer. Insulation panels installed in adhesive shall have a maximum panel size of 4 feet by 4 feet.

3.03 INSTALLATION, GENERAL

- A. Comply with roofing system manufacturer's written instructions.
- B. Substrate-Joint Penetrations: Prevent roofing asphalt and adhesives from penetrating substrate joints, entering building, or damaging roofing system components or adjacent building construction.

3.04 VAPOR BARRIER INSTALLATION

- A. Before installing insulation install vapor retarder directly over the deck.
- B. Install modified bitumen base sheet using the appropriate deck fasteners and insulation plates. Apply a second layer of modified bitumen base sheet in solid mopping of asphalt. Apply a glaze coat of asphalt over the base sheet.
- C. Install polyethylene sheet with all joints, edges, and penetrations taped.
- D. Ensure that all penetrations and edge conditions are sealed to prevent moisture and air drive into the roofing system.

3.05 INSULATION INSTALLATION

- A. Install one lapped base-sheet course and cold apply to substrate according to roofing system manufacturer's written instructions.
- B. Install tapered insulation under area of roofing to conform to slopes indicated.
- C. Install insulation with long joints of insulation in a continuous straight line, with end joints staggered between rows, abutting edges and ends between boards. Fill gaps exceeding 1/4 inch with insulation.
 1. Cut and fit insulation within 1/4 inch of nailers, projections, and penetrations.
- D. Trim surface of insulation where necessary at roof drains so completed surface is flush and does not restrict flow of water.
- E. Install tapered edge strips at perimeter edges of roof that do not terminate at vertical surfaces.
- F. Install cover boards over insulation with long joints in continuous straight lines with end joints staggered between rows. Offset joints of insulation below a minimum of 6 inches in each direction. Loosely butt cover boards together and fasten to roof deck. Tape joints if required by roofing system manufacturer.
 1. Fasten cover boards according to requirements in FM Globals "RoofNav" for specified Windstorm Resistance Classification.
 2. Fasten cover boards to resist uplift pressure at corners, perimeter, and field of roof.

STYRENE-BUTADIENE-STYRENE
(SBS) MODIFIED
BITUMINOUS MEMBRANE
ROOFING
075216- 11

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

3. Apply hot roofing asphalt to underside, and immediately bond cover board to substrate.

3.06 ROOFING INSTALLATION, GENERAL

- A. Install roofing system according to roofing system manufacturer's written instructions and applicable recommendations in ARMA/NRCA's "Quality Control Guidelines for the Application of Polymer Modified Bitumen Roofing" and as follows:
 1. Deck Type: I (insulated).
 2. Adhering Method: L (cold-applied adhesive).
 3. Base Sheet: Two
 4. Number of SBS-Modified Asphalt Sheets: One
 5. Surfacing Type: M (mineral-granule-surfaced cap sheet).
- B. Start installation of roofing in presence of manufacturer's technical personnel.
- C. Where roof slope exceeds 1/2 inch per 12 inches, install roofing membrane sheets parallel with slope.
- D. Coordinate installation of roofing system so insulation and other components of the roofing system not permanently exposed are not subjected to precipitation or left uncovered at the end of the workday or when rain is forecast.
 1. Provide tie-offs at end of each day's work to cover exposed roofing sheets and insulation with a course of coated felt set in roofing cement or hot roofing asphalt, with joints and edges sealed.
 2. Complete terminations and base flashings, and provide temporary seals to prevent water from entering completed sections of roofing system.
 3. Remove and discard temporary seals before beginning work on adjoining roofing.

3.07 BASE-SHEET INSTALLATION

- A. Loosely lay one course of sheathing paper, lapping edges and ends a minimum of 3 inches and 6 inches, respectively.

3.08 SBS-MODIFIED BITUMINOUS MEMBRANE INSTALLATION

- A. Install modified bituminous roofing sheet and cap sheet according to roofing manufacturer's written instructions, starting at low point of roofing system. Extend roofing membrane sheets over and terminate beyond cants, installing as follows:
 1. Align and unroll roofing sheets and allow them to relax for minimum time period required by manufacturer.
 2. Torch apply to substrate for a complete heat weld as recommended by the manufacturer.
- B. Laps: Accurately align roofing sheets, without stretching, and maintain uniform 3 inch side and 6 inch end laps unless recommended otherwise by the manufacturer. Stagger end laps a minimum of 3 feet. Completely bond and seal laps, leaving no voids.
- C. Repair tears and voids in laps and lapped seams not completely sealed. Granule Surfaced Sheets: In areas that form the substrate for heat fusing, such as laps, flashings and patches, embed the granules prior to fusing subsequent sheets. Apply additional granules to all exposed surfaces that have none or cover with additional piece of granule surfaced material.

STYRENE-BUTADIENE-STYRENE
(SBS) MODIFIED
BITUMINOUS MEMBRANE
ROOFING
075216- 12

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- D. Install roofing sheets so side and end laps shed water.
- E. At the end of day's work, or when precipitation is imminent, construct a water cut-off at all open edges. Cut -offs must be completely removed prior to the resumption of roofing activities.

3.09 FLASHING AND STRIPPING INSTALLATION

- A. Install base flashing over cant strips and other sloped and vertical surfaces, at roof edges, and at penetrations through roof, and secure to substrates according to roofing system manufacturer's written instructions and as follows:
 - 1. Prime substrates with asphalt primer if required by roofing system manufacturer.
 - 2. Backer-Sheet Application: Adhere backer sheet to substrate in cold-applied adhesive.
- B. Extend base flashing up walls or parapets a minimum of 8 inches above roofing membrane and 4 inches onto field of roofing membrane.
- C. Mechanically fasten top of base flashing securely at terminations and perimeter of roofing.
 - 1. Seal top termination of base flashing.
- D. Install roofing cap-sheet stripping where metal flanges and edgings are set on roofing according to roofing system manufacturer's written instructions.
- E. Roof Drains: Set 30-by-30-inch metal flashing pan in bed of adhesive on completed roofing membrane. Install specified pre-manufactured tapered insulation with facer to provide slopes to drain locations in accordance with the manufacturer's installation instructions. Cover metal flashing with roofing cap-sheet stripping, and extend a minimum of 6 inches beyond edge of metal flashing onto field of roofing membrane. Install sealant to drain bowl where clamping ring seats below the membrane. Clamp roofing membrane, metal flashing, and stripping into roof-drain clamping ring, tighten bolts to achieve constant compression..
 - 1. Install stripping according to roofing system manufacturer's written instructions.
- F. Caulk all exposed finish ply edges at gravel stops, waste stacks, pitch pans, vent stacks, etc. with a smooth continuous bead of approved sealant.

3.10 WALKWAY INSTALLATION

- A. Walkway Pads: Install walkway pads using units of size indicated or, if not indicated, of manufacturer's standard size, according to walkway pad manufacturer's written instructions.
 - 1. Set walkway pads in cold-applied adhesive.
 - 2. Allow Walkway pads to relax until flat. Adhere the pads using the specified plastic cement. Apply the specified cement in thickness, spacing and pattern in accordance with walkway manufacturer. Walk-in each sheet after application to ensure proper adhesion. Provide a minimum of two inches between sheets to allow for proper drainage.

3.11 FIELD QUALITY CONTROL

- A. Test Cuts: Remove test specimens to evaluate problems observed during quality-assurance inspections of roofing membrane as follows:
 - 1. Determine approximate quantities of components within roofing membrane according to ASTM D 3617.

STYRENE-BUTADIENE-STYRENE
(SBS) MODIFIED
BITUMINOUS MEMBRANE
ROOFING
075216- 13

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

2. Examine test specimens for interply voids according to ASTM D 3617 and to comply with criteria established in Appendix 3 of ARMA/NRCA's "Quality Control Guidelines for the Application of Polymer Modified Bitumen Roofing."
 3. Repair areas where test cuts were made according to roofing system manufacturer's written instructions.
- B. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion.
1. Notify Architect and Owner 48 hours in advance of date and time of inspection.
 2. Hold a meeting at the completion of the project attended by all parties in attendance at the pre-construction job conference. A punch list of items required for completion shall be compiled by the Contractor and the manufacturer's authorized field representative. Complete, sign and forward the punch list form to the Manufacturer's headquarters with a copy to the Architect.
 3. Drain verification: At final inspection of all roofing work, verify that all drains are functioning properly and that roof drain strainers are secure and in place.
- C. Roofing system will be considered defective if it does not pass tests and inspections.
1. Additional testing and inspecting, at Contractor's expense, will be performed to determine if replaced or additional work complies with specified requirements.
- D. Issuance of the Warranty: Complete all post installation procedures and meet the manufacturer's final endorsement for issuance of the specified warranty.

3.12 PROTECTING AND CLEANING

- A. Protect roofing system from damage and wear during remainder of construction period. When remaining construction does not affect or endanger roofing, inspect roofing for deterioration and damage, describing its nature and extent in a written report, with copies to Architect and Owner.
- B. Correct deficiencies in or remove roofing system that does not comply with requirements, repair substrates, and repair or reinstall roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
- C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.
- D. Repair or replace building components and finished surfaces damaged or defaced due to the work of this section; comply with the recommendations of the manufacturers of the component materials and surfaces.
- E. Clean site of any and all construction debris pertaining to the execution of the work

END OF SECTION

STYRENE-BUTADIENE-STYRENE
E (SBS) MODIFIED
BITUMINOUS MEMBRANE
ROOFING
075216- 14

SECTION 076200
SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. Section Includes:
 - 1. Copings and splice plates.
 - 2. Fascia systems.
 - 3. Drip edges.
 - 4. Base and Counter flashing.
 - 5. Through-wall flashing.
 - 6. Expansion Joints

1.03 COORDINATION

- A. Coordinate sheet metal flashing and trim layout and seams with sizes and locations of penetrations to be flashed, and joints and seams in adjacent materials.
- B. Coordinate sheet metal flashing and trim installation with adjoining roofing and wall materials, joints, and seams to provide leakproof, secure, and noncorrosive installation.

1.04 REFERENCES:

- A. ASTM B209 - Specification for Aluminum Sheet
- B. ASTM B32 - Standard Specification for Solder Metal
- C. ASTM B370 - Standard Specification for Copper Sheet and Strip for Building Construction.
- D. SMACNA (ASMM) - Architectural Sheet Metal Manual

1.05 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each manufactured product and accessory.
- B. Shop Drawings: For sheet metal flashing and trim.
 - 1. Detail fabrication and installation layouts, details. Distinguish between shop- and field-assembled work.
 - 2. Include identification of material, thickness, weight, and finish for each item and location in Project.
 - 3. Include details for forming, including profiles, shapes, seams, and dimensions.
 - 4. Include details for joining, supporting, and securing, including layout and spacing of fasteners, cleats, clips, and other attachments. Include pattern of seams.
 - 5. Include details of termination points and assemblies.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

6. Include details of expansion joints and expansion-joint covers, including showing direction of expansion and contraction from fixed points.
7. Include details of roof-penetration flashing.
8. Include details of edge conditions, including eaves, ridges, valleys, rakes, crickets, and counterflashings as applicable.
9. Include details of special conditions.
10. Include details of through wall scuppers including section details, dimensions of scupper openings and height above finished roof surface, edge sealing details, interface and sealing with roof membrane system, counterflashing and exposed exterior fascia conditions.
11. Include details of connections to adjoining work.

C. Samples for Verification: For each type of exposed finish.

1.06 INFORMATIONAL SUBMITTALS

- A. Product Certificates: For each type of coping, scupper, roof edge and flashing required to complete the roofing system. All sheet metal shall be SPRI ES-1 tested and FM approved for this project.

1.07 QUALITY ASSURANCE

- A. Fabricator Qualifications: Employs skilled workers who custom fabricate sheet metal flashing and trim similar to that required for this Project and whose products have a record of successful in-service performance.
1. For copings and roof edge flashings that are SPRI ES-1 tested and FM Approvals approved, shop shall be listed as able to fabricate required details as tested and approved.
- B. Perform work in accordance with SMACNA (ASMM), CDA A4050, and approved manufacturer's requirements and standard details, except as otherwise indicated.

1.08 DELIVERY, STORAGE, AND HANDLING

- A. Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, denting, or other surface damage. Store sheet metal flashing and trim materials away from uncured concrete and masonry.
- B. Protect strippable protective covering on sheet metal flashing and trim from exposure to sunlight and high humidity, except to extent necessary for period of sheet metal flashing and trim installation.

1.09 WARRANTY

- A. Special Warranty on Finishes: Manufacturer agrees to repair finish or replace sheet metal flashing and trim that shows evidence of deterioration of factory-applied finishes within specified warranty period.
1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:
 - a. Color fading more than 5 Hunter units when tested according to ASTM D2244.
 - b. Chalking in excess of a No. 8 rating when tested according to ASTM D4214.
 - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
 2. Finish Warranty Period: 20 years from date of Substantial Completion.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- B. Metal Copings, roof edges, counterflashing, and other components incorporated or in contact with the Roofing System shall be pre-approved by and made integral to the 30-year Total Roofing System warranty specified in Division 07. Shop drawings and components shall be reviewed and approved by the Roofing manufacturer prior to submittal to the architect for approval. Submit a letter signed by a current representative of the manufacturer on Roofing manufacturer letterhead, attesting to this approval and warranty acceptability. Submit this certification letter as part of the Shop Drawing submittals for this section.

PART 2 - PRODUCTS

2.01 PERFORMANCE REQUIREMENTS

- A. General: Sheet metal flashing and trim assemblies shall withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim shall not rattle, leak, or loosen, and shall remain watertight.
- B. Sheet Metal Standard for Flashing and Trim: Comply with NRCA's "The NRCA Roofing Manual" SMACNA's "Architectural Sheet Metal Manual" requirements for dimensions and profiles shown unless more stringent requirements are indicated or required by the approved roofing manufacturer responsible for providing the Total System Warranty for the roof system.
- C. Sheet Metal Standard for Copper: Comply with CDA's "Copper in Architecture Handbook." Conform to dimensions and profiles shown unless more stringent requirements are indicated.
- D. FM Approvals Listing: Manufacture and install copings, roof edge flashings that are listed in FM Approvals' "RoofNav" and approved for windstorm classification, Class 1-180 Identify materials with name of fabricator and design approved by FM Approvals.
- E. SPRI Wind Design Standard: Manufacture and install Metal Copings, Gravel Stops, Scuppers, Roof edges, Counterflashing, and other components of roof metal work tested according to SPRI ES-1 and capable of resisting the required design pressure.
- F. Recycled Content of Copper-Sheet Flashing and Trim: Postconsumer recycled content plus one-half of preconsumer recycled content not less than 40 percent.
- G. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes to prevent buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
 - 1. Temperature Change: 120 deg F, ambient; 180 deg F, material

2.02 FASCIA SYSTEM

- A. Fascia System: Manufacturer's factory fabricated fascia consisting of a base piece and a snap-on cover. Provide product manufactured and marketed by single-source membrane supplier that is included in the No Dollar Limit guarantee.
 - 1. OMG Roofing Drip Edge; Decorative metal fascia with continuous extruded aluminum bar to terminate roofing at perimeter. Provide watertight system with no exposed fasteners
 - a. Product
 - 1) OMG Roofing Drip Edge Fascia
 - b. Typical Performance Characteristics

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- 1) FM 1-120 approved.
- 2) Provide meeting or exceeding requirements of ES-1 and IBC.
- 3) Provide extruded bar locks membrane.
- 4) Provide injection molded EPDM anchor bar thermal expansion splices.
- 5) Provide a fascia that freely thermally cycles on extruded bar.
- c. Typical Physical Properties
 - 1) Provide fascia metal gauge: .040" thick formed aluminum.
 - 2) Provide fascia: standard 12'-0" (3.65 m) lengths x max. 12" face height. If over 12" high is required provide Fascia Extender (non-standard height fascia) overlap 1 1/2" minimum as per manufacturer, verify in field.
 - 3) Provide extruded bar: Continuous 6063-T6 alloy aluminum in 12'-0" (3.65 m) standard lengths with re-punched slotted holes and all bar miters welded.
 - 4) Provide fasteners: #9 x 2" stainless steel with drivers.
 - 5) Provide exterior fascia finishes: (as indicated on drawing detail) natural mill finish, Kynar 500 from manufacturer's standard colors, custom color Kynar 500, or clear or color anodized.
- d. Accessories
 - 1) Provide miters (inside and outside corners)
 - 2) Employ welded base assembly to maintain watertight integrity.
 - 3) Provide matching brick wall cap, extenders, or other special fabrications as detailed.

2.03 SHEET METALS

- A. General: Protect mechanical and other finishes on exposed surfaces from damage by applying strippable, temporary protective film before shipping.
- B. Aluminum Sheet: ASTM B209, alloy as standard with manufacturer for finish required, with temper as required to suit forming operations and performance required; with smooth, flat surface.
 1. Thickness: 0.040 inch minimum or as indicated on the drawings.
 2. Exposed Coil-Coated Finish:
 - a. Two-Coat Fluoropolymer: AAMA 2605. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
 - b. Modified Silicone Polyester Coating: Pigmented Organic Coating System, AAMA 2603; baked enamel finish system.
 3. Color: as selected by the Architect from the manufacturer's full range of color offerings.
 4. Concealed Finish: Pretreat with manufacturer's standard white or light-colored acrylic or polyester backer finish, consisting of prime coat and wash coat with minimum total dry film thickness of 0.5 mil.
- C. Stainless Steel: ASTM A666, Type 304, soft temper, 28 gage thick; smooth No. 4 finish.

2.04 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, protective coatings, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and as recommended by manufacturer of primary sheet metal or manufactured item unless otherwise indicated.

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Daniel P. Thomas MRF

Contract No.: 23-519

- B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal or manufactured item.
 - 1. General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.
 - a. Exposed Fasteners: Heads matching color of sheet metal using plastic caps or factory-applied coating. Provide metal-backed EPDM or PVC sealing washers under heads of exposed fasteners bearing on weather side of metal.
 - b. Blind Fasteners: High-strength aluminum or stainless-steel rivets suitable for metal being fastened.
 - 2. Fasteners for Copper Sheet: Copper, hardware bronze or passivated Series 300 stainless steel.
 - 3. Fasteners for Aluminum Sheet: Aluminum or Series 300 stainless steel.
- C. Solder:
 - 1. For Copper: ASTM B32, with maximum lead content of 0.2 percent.
- D. Sealant Tape: Pressure-sensitive, 100 percent solids, polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1/2 inch wide and 1/8 inch thick.
- E. Elastomeric Sealant: ASTM C920, elastomeric polyurethane silicone polymer sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.
- F. Butyl Sealant: ASTM C1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for hooked-type expansion joints with limited movement.

2.05 FABRICATION, GENERAL

- A. General: Custom fabricate sheet metal flashing and trim to comply with details shown and recommendations in cited sheet metal standard that apply to design, dimensions, geometry, metal thickness, and other characteristics of item required. Fabricate sheet metal flashing and trim in shop to greatest extent possible.
 - 1. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
 - 2. Obtain field measurements for accurate fit before shop fabrication.
 - 3. Form sheet metal flashing and trim to fit substrates without excessive oil canning, buckling, and tool marks; true to line, levels, and slopes; and with exposed edges folded back to form hems.
 - 4. Conceal fasteners and expansion provisions where possible. Do not use exposed fasteners on faces exposed to view.
- B. Fabrication Tolerances: Fabricate sheet metal flashing and trim that is capable of installation to a tolerance of 1/4 inch in 20 feet on slope and location lines indicated on Drawings and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.
- C. Expansion Provisions: Form metal for thermal expansion of exposed flashing and trim.
 - 1. Form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with butyl sealant concealed within joints.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- D. Sealant Joints: Where movable, nonexpansion-type joints are required, form metal to provide for proper installation of elastomeric sealant according to cited sheet metal standard.
- E. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, non-corrosive metal.
- F. Fabricate cleats and attachment devices of sizes as recommended by cited sheet metal standard and by FM Global Property Loss Prevention Data Sheet 1-49 for application, but not less than thickness of metal being secured.
- G. Seams: Fabricate non-moving seams with flat-lock seams. Tin edges to be seamed, form seams, and solder.

2.06 COPINGS

- A. Copings: Manufactured coping system consisting of formed-metal coping cap in section lengths not exceeding 12 feet, concealed anchorage; corner units, end cap units, and concealed splice plates with same finish as coping caps.
- B. When utilized in conjunction with Low slope roof applications, all metals must be purchased through the manufacturer providing the Total System Warranty for the project and be included in the Total System warranty.
- C. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
 - 1. Hickman Company, W. P.
 - 2. Merchant & Evans, Inc
 - 3. Metal-Era, Inc.
 - 4. MM Systems Corporation.
 - 5. Perimeter Systems; a division of Southern Aluminum Finishing Company, Inc.
 - 6. Petersen Aluminum Corporation.
 - 7. Coping-Cap Material: aluminum, 0.063 inch thick.
 - a. Finish: Three-coat fluoropolymer.
 - b. Color: As selected by Architect from manufacturer's full range.
 - 8. Corners: Factory mitered and continuously welded.
 - 9. Coping-Cap Attachment Method: Snap-on, fabricated from coping-cap material.
 - 10. Snap-on-Coping Anchor Plates: Concealed, galvanized-steel sheet, 12 inches wide, with integral cleats.

2.07 MISCELLANEOUS FLASHINGS - COORDINATED SHEET METAL FABRICATIONS

- A. Equipment Support Flashing: Fabricate from the following materials:
 - 1. Stainless Steel: 0.018 (26 gauge) thick.
 - 2. Aluminum Sheet: 0.040 inch thick. Finish color as selected by the Architect.

2.08 GENERAL FINISH REQUIREMENTS

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Protect mechanical and painted finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- C. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, substrate, and other conditions affecting performance of the Work.
 - 1. Verify compliance with requirements for installation tolerances of substrates.
 - 2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
 - 3. Verify that air- or water-resistant barriers have been installed over sheathing or backing substrate to prevent air infiltration or water penetration.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 UNDERLAYMENT INSTALLATION

- A. Self-Adhering Sheet Underlayment: Install self-adhering sheet underlayment, wrinkle free. Prime substrate if recommended by underlayment manufacturer. Comply with temperature restrictions of underlayment manufacturer for installation; use primer for installing underlayment at low temperatures. Apply in shingle fashion to shed water, with end laps of not less than 6 inches staggered 24 inches between courses. Overlap side edges not less than 3-1/2 inches. Roll laps and edges with roller. Cover underlayment within 14 days.
- B. Apply slip sheet, wrinkle free, over underlayment before installing sheet metal flashing and trim.

3.03 INSTALLATION, GENERAL

- A. General: Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement. Use fasteners, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
 - 1. Install sheet metal flashing and trim true to line, levels, and slopes. Provide uniform, neat seams with minimum exposure of solder, welds, and sealant.
 - 2. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
 - 3. Space cleats not more than 12 inches apart. Attach each cleat with at least two fasteners. Bend tabs over fasteners.
 - 4. Install exposed sheet metal flashing and trim with limited oil canning, and free of buckling and tool marks.
 - 5. Torch cutting of sheet metal flashing and trim is not permitted.
 - 6. Do not use graphite pencils to mark metal surfaces.
- B. Metal Protection: Where dissimilar metals contact each other, or where metal contacts pressure-treated wood or other corrosive substrates, protect against galvanic action or corrosion by painting contact surfaces with bituminous coating or by other permanent separation as recommended by sheet metal manufacturer or cited sheet metal standard.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

1. Coat concealed side of sheet metal flashing and trim with bituminous coating where flashing and trim contact wood, ferrous metal, or cementitious construction.
 2. Underlayment: Where installing sheet metal flashing and trim directly on cementitious or wood substrates, install underlayment and cover with slip sheet.
- C. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at maximum of 10 feet with no joints within 24 inches of corner or intersection.
- D. Fasteners: Use fastener sizes that penetrate wood blocking or sheathing not less than 1-1/4 inches (32 mm) for nails and not less than 3/4 inch (19 mm) for wood screws.
- E. Seal joints as required for watertight construction.
1. Use sealant-filled joints unless otherwise indicated. Embed hooked flanges of joint members not less than 1 inch into sealant. Form joints to completely conceal sealant. When ambient temperature at time of installation is between 40 and 70 deg F, set joint members for 50 percent movement each way. Adjust setting proportionately for installation at higher ambient temperatures. Do not install sealant-type joints at temperatures below 40 deg F.
 2. Prepare joints and apply sealants to comply with requirements in Section 079200 - JOINT SEALANTS.
- F. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter. Pre-tin edges of sheets with solder to width of 1-1/2 inches; however, reduce pre-tinning where pre-tinned surface would show in completed Work.
1. Do not solder aluminum sheet.
 2. Do not use torches for soldering.
 3. Heat surfaces to receive solder, and flow solder into joint. Fill joint completely. Completely remove flux and spatter from exposed surfaces.
 4. Stainless-Steel Soldering: Tin edges of uncoated sheets, using solder for stainless steel and acid flux. Promptly remove acid flux residue from metal after tinning and soldering. Comply with solder manufacturer's recommended methods for cleaning and neutralization.

3.04 ROOF FLASHING INSTALLATION

- A. General: Install sheet metal flashing and trim to comply with performance requirements, sheet metal manufacturer's written installation instructions, and cited sheet metal standard. Provide concealed fasteners where possible, and set units true to line, levels, and slopes. Install work with laps, joints, and seams that are permanently watertight and weather resistant.
- B. Roof Edge Flashing: Anchor to resist uplift and outward forces according to recommendations in FM Global Property Loss Prevention Data Sheet 1-49 for FM Approvals' listing for required windstorm classification.
- C. Copings: Anchor to resist uplift and outward forces according to recommendations in FM Global Property Loss Prevention Data Sheet 1-49 for specified FM Approvals' listing for required windstorm classification.
- D. Pipe or Post Counterflashing: Install counterflashing umbrella with close-fitting collar with top edge flared for elastomeric sealant, extending minimum of 4 inches over base flashing. Install stainless-steel draw band and tighten.
- E. Counterflashing: Coordinate installation of counterflashing with installation of base flashing. Insert counterflashing in reglets or receivers and fit tightly to base flashing. Extend

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

counterflashing 4 inches over base flashing. Lap counterflashing joints minimum of 4 inches. Secure in waterproof manner by means of snap-in installation and sealant or lead wedges and sealant unless otherwise indicated.

- F. Roof-Penetration Flashing: Coordinate installation of roof-penetration flashing with installation of roofing and other items penetrating roof. Seal with elastomeric sealant and clamp flashing to pipes that penetrate roof.

3.05 MISCELLANEOUS FLASHING INSTALLATION

- A. Equipment Support Flashing: Coordinate installation of equipment support flashing with installation of roofing and equipment. Weld or seal flashing with elastomeric sealant to equipment support member.

3.06 ERECTION TOLERANCES

- A. Installation Tolerances: Shim and align sheet metal flashing and trim within installed tolerance of 1/4 inch in 20 feet on slope and location lines indicated on Drawings and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.

3.07 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean and neutralize flux materials. Clean off excess solder.
- C. Clean off excess sealants.
- D. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions. On completion of sheet metal flashing and trim installation, remove unused materials and clean finished surfaces as recommended by sheet metal flashing and trim manufacturer. Maintain sheet metal flashing and trim in clean condition during construction.
- E. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION

SECTION 077200
ROOF ACCESSORIES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. Section Includes:
 - 1. Roof curbs.
 - 2. Equipment supports.
 - 3. Roof hatches.
 - 4. Preformed flashing sleeves.
 - 5. Retrofit Roof Drains.

1.03 PERFORMANCE REQUIREMENTS

- A. General Performance: Roof accessories shall withstand exposure to weather and resist thermally induced movement without failure, rattling, leaking, or fastener disengagement due to defective manufacture, fabrication, installation, or other defects in construction.

1.04 ACTION SUBMITTALS

- A. Product Data: For each type of roof accessory indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
- B. Shop Drawings: For roof accessories. Include plans, elevations, keyed details, and attachments to other work. Indicate dimensions, loadings, and special conditions. Distinguish between plant- and field-assembled work.

1.05 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Roof plans, drawn to scale, and coordinating penetrations and roof-mounted items. Show the following:
 - 1. Size and location of roof accessories specified in this Section.
 - 2. Method of attaching roof accessories to roof or building structure.
 - 3. Other roof-mounted items including mechanical and electrical equipment, ductwork, piping, and conduit.
 - 4. Required clearances.
- B. Warranty: Sample of special warranty.

1.06 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For roof accessories to include in operation and maintenance manuals.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

1.07 COORDINATION

- A. Coordinate layout and installation of roof accessories with roofing membrane and base flashing and interfacing and adjoining construction to provide a leakproof, weathertight, secure, and noncorrosive installation.
- B. Coordinate dimensions with rough-in information or Shop Drawings of equipment to be supported.

1.08 WARRANTY

- A. Special Warranty on Painted Finishes: Manufacturer's standard form in which manufacturer agrees to repair finishes or replace roof accessories that show evidence of deterioration of factory-applied finishes within specified warranty period.
 - 1. Fluoropolymer Finish: Deterioration includes, but is not limited to, the following:
 - a. Color fading more than 5 Hunter units when tested according to ASTM D2244.
 - b. Chalking in excess of a No. 8 rating when tested according to ASTM D4214.
 - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
 - 2. Finish Warranty Period: 20 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.01 METAL MATERIALS

- A. Aluminum Sheet: ASTM B209, 0.040 inch thickness or as indicated, manufacturer's standard alloy for finish required, with temper to suit forming operations and performance required.
 - 1. Mill Finish: As manufactured.
 - 2. Factory Prime Coating: Where field painting is indicated, apply pretreatment and white or light-colored, factory-applied, baked-on epoxy primer coat, with a minimum dry film thickness of 0.2 mil.
 - 3. Baked-Enamel or Powder-Coat Finish: AAMA 2603 except with a minimum dry film thickness of 1.5 mils. Comply with coating manufacturer's written instructions for cleaning, conversion coating, and applying and baking finish.
 - 4. Concealed Finish: Pretreat with manufacturer's standard white or light-colored acrylic or polyester-backer finish consisting of prime coat and wash coat, with a minimum total dry film thickness of 0.5 mil.
- B. Stainless-Steel Sheet and Shapes: ASTM A240/A240M or ASTM A666, Type 304.
- C. Galvanized-Steel Tube: ASTM A500/A500M, round tube, hot-dip galvanized according to ASTM A123/A123M.

2.02 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, protective coatings, sealants, and other miscellaneous items required by manufacturer for a complete installation.
- B. Polyisocyanurate Board Insulation: ASTM C1289, thickness as indicated.
- C. Bituminous Coating: Cold-applied asphalt emulsion complying with ASTM D1187/D1187M.
- D. Underlayment:

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

1. Felt: ASTM D 226, Type II (No. 30), asphalt-saturated organic felt, non-perforated.
 2. Polyethylene Sheet: 6-mil thick polyethylene sheet complying with ASTM D4397.
 3. Slip Sheet: Building paper, 3-lb/100 sq. ft. minimum, rosin sized.
- E. Fasteners: Roof accessory manufacturer's recommended fasteners suitable for application and metals being fastened. Match finish of exposed fasteners with finish of material being fastened. Provide nonremovable fastener heads to exterior exposed fasteners. Furnish the following unless otherwise indicated:
1. Fasteners for Zinc-Coated or Aluminum-Zinc Alloy-Coated Steel: Series 300 stainless steel or hot-dip zinc-coated steel according to ASTM A153/A153M or ASTM F 2329.
 2. Fasteners for Aluminum Sheet: Aluminum or Series 300 stainless steel.
 3. Fasteners for Copper Sheet: Copper, hardware bronze, or passivated Series 300 stainless steel.
 4. Fasteners for Stainless-Steel Sheet: Series 300 stainless steel.
- F. Gaskets: Manufacturer's standard tubular or fingered design of neoprene, EPDM, PVC, or silicone or a flat design of foam rubber, sponge neoprene, or cork.
- G. Elastomeric Sealant: ASTM C920, elastomeric polyurethane polymer sealant as recommended by roof accessory manufacturer for installation indicated; low modulus; of type, grade, class, and use classifications required to seal joints and remain watertight.
- H. Butyl Sealant: ASTM C1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for expansion joints with limited movement.
- I. Asphalt Roofing Cement: ASTM D4586/D4586M, asbestos free, of consistency required for application.

2.03 ROOF CURBS

- A. Roof Curbs: Internally reinforced roof-curb units capable of supporting superimposed live and dead loads, including equipment loads and other construction indicated on Drawings; with welded or mechanically fastened and sealed corner joints, stepped integral metal cant raised the thickness of roof insulation, and integrally formed deck-mounting flange at perimeter bottom.
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 2. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
 - a. Thybar Corporation
 - b. Greenheck Fan Corporation
 - c. Pate Company (The)
- B. Size: Coordinate dimensions with roughing-in information or Shop Drawings of equipment to be supported.
- C. Material: Aluminum sheet, 0.090 inch thick.
1. Finish: Mill.
- D. Construction:
1. Liner: Same material as curb, of manufacturer's standard thickness and finish.
 2. Fabricate curbs to minimum height of 18 inches unless otherwise indicated.
 3. Top Surface: Level around perimeter with roof slope accommodated by sloping the deck-mounting flange.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

2.04 EQUIPMENT SUPPORTS

- A. Equipment Supports: Internally reinforced metal equipment supports capable of supporting superimposed live and dead loads, including equipment loads and other construction indicated on Drawings; with welded or mechanically fastened and sealed corner joints, integral metal cant, and integrally formed deck-mounting flange at perimeter bottom.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 2. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
 - a. Thybar Corporation
 - b. Greenheck Fan Corporation
 - c. Milcor Inc.; Commercial Products Group of Hart & Cooley, Inc
 - d. Pate Company (The)
- B. Size: Coordinate dimensions with roughing-in information or Shop Drawings of equipment to be supported.
- C. Loads: Coordinate and verify load requirements with approved manufacturer's Product Data for each piece of equipment requiring support.
- D. Material: Aluminum sheet, 0.090 inch thick.
 - 1. Finish: Factory prime coating Baked enamel or powder coat .
 - 2. Color: As selected by Architect from manufacturer's full range.
- E. Construction:
 - 1. Liner: Same material as equipment support, of manufacturer's standard thickness and finish.
 - 2. Fabricate equipment supports to minimum height of 18 inches unless otherwise indicated.
 - 3. Sloping Roofs: Where roof slope exceeds 1:48, fabricate each support with height to accommodate roof slope so that tops of supports are level with each other. Equip supports with water diverters or crickets on sides that obstruct water flow.
 - 4. Security Grille: Provide where indicated.

2.05 SMOKE VENT HATCHES

- A. Smoke Vents: Thermally broken metal smoke vent hatch units with lids and insulated double-walled curbs, welded and sealed corner joints, continuous lid-to-curb counterflashing and weathertight perimeter gasketing, stepped integral metal cant raised the thickness of roof insulation, and integrally formed deck-mounting flange at perimeter bottom.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 2. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
 - a. Babcock-Davis - Single-Door and Double Door SafeMAX Smoke Vent, Model: BSVS, (Basis-of-Design).
 - b. Bilco Company (The).
 - c. or Architect approved equal.
- B. Type and Size: Single-leaf and Double-leaf lids, size as indicated on drawings.
- C. Loads: Minimum 40-lbf/sq. ft. external live load and 25-lbf/sq. ft. internal uplift load.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- D. Vent Material: Aluminum sheet metal, 11 gauge.
 - 1. Finish: Aluminum mill finish.
- E. Construction:
 - 1. Curb and Cover Insulation: Polyisocyanurate board, 1" thick with an R-value of 6 with an 18 gauge aluminum liner.
 - 2. Cover: 11 gauge formed-metal aluminum with interior liner of same finish as outer metal lid. Cover shall have a heavy extruded EPDM rubber gasket bonded to the cover interior providing a continuous seal with the top of the curb.
 - 3. Curb Liner: Manufacturer's standard, of same material and finish as metal curb. The curb shall be single-walled with counterflashed mounting flanges provided for securing to the roof deck. The curb shall be equipped with an integral 11 gauge aluminum cap flashing with fully welded corners and stamped tab clip flashing system for securing roof membrane.
 - 4. On ribbed or fluted metal roofs, form flange at perimeter bottom to conform to roof profile.
 - 5. Fabricate curbs to a minimum height of 12 inches above the top surface of roofing membranes unless otherwise indicated.
 - 6. Sloping Roofs: Where slope or roof deck exceeds 1:48, fabricate curb with perimeter curb height that is tapered to accommodate roof slope so that top surfaces of perimeter curb are level. Equip smoke vent hatch with water diverter or cricket on side that obstructs water flow.
 - 7. Lifting Mechanism: Compression spring operators enclosed in telescopic tubes controlling the operation of the Cover throughout the entire movement of the cover. Tubes shall be located to prevent accumulation of moisture, dirt and debris. The lower tube shall interlock with a flanged support shoe welded to the curb assembly.
- F. Hardware: Zinc-plated steel rotary latch, manually operable with interior and exterior pull cables, automatic operation with fusible link set to standard 165 degrees-F, and pintle-type hinge system.
 - 1. The latch strike(s) shall be a stamped component bolted to the curb assembly.
 - 2. The cover shall automatically lock in the open position with a rigid hold open arm .
 - 3. Gas spring tubes shall be an anti-corrosive composite material and all other hardware shall be Type 316 stainless steel.
 - 4. Cover hardware shall be bolted into the heavy gauge channel reinforcing welded to the underside of the cover and concealed within the insulation space.
- G. Safety Railing System: Smoke vent hatch manufacturer's standard system including rails, clamps, fasteners, safety barrier at railing opening, and accessories required for a complete installation; attached to roof hatch and complying with 29 CFR 1910.28 and 1910.29 requirements and authorities having jurisdiction.
 - 1. Height: 42 inches above finished roof deck.
 - 2. Posts and Rails: aluminum Schedule 40 pipe, A53 Grade B, 1-1/4 inches in diameter.
 - 3. Maximum Opening Size: System constructed to prevent passage of a sphere 21 inches in diameter.
 - 4. Post and Rail tops and ends: Weather resistant, closed or plugged with prefabricated end fittings.
 - 5. Fabricate joints exposed to weather to be watertight.
 - 6. Fasteners: Manufacturer's standard mounting brackets and hardware.
 - 7. Finish: Safety yellow powder coat.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- H. Fall Protection Screen: Roof-hatch manufacturer's standard accessory; attached to roof hatch and complying with 29 CFR 1926.502(c) requirements and authorities having jurisdiction.
 - 1. Screen spacing: 4-inches x 4-inches.
 - 2. Material: Galvanized steel screen netting, 3/16-inch diameter fully welded sections.

2.06 PREFORMED FLASHING SLEEVES

- A. Exhaust Vent Flashing: Double-walled metal flashing sleeve or boot, insulation filled, with integral deck flange, 12 inches (300 mm) high, with removable metal hood and slotted metal collar.
 - 1. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
 - a. Custom Solution Roof and Metal Products
 - b. Milcor Inc.; Commercial Products Group of Hart & Cooley, Inc.
 - 2. Metal: Aluminum sheet, 0.063 inch (1.60 mm) thick.
 - 3. Diameter: As indicated.
 - 4. Finish: Manufacturer's standard.
- B. Vent Stack Flashing: Metal flashing sleeve, uninsulated, with integral deck flange.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 2. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
 - a. Custom Solution Roof and Metal Products
 - b. Milcor Inc.; Commercial Products Group of Hart & Cooley, Inc.
 - 3. Metal: Aluminum sheet, 0.063 inch (1.60 mm) thick.
 - 4. Height: 13 inches (330 mm).
 - 5. Diameter: As indicated.
 - 6. Finish: As selected by the Architect from the manufacturer's full line of finishes.

2.07 RETROFIT ROOF DRAINS

- A. Retrofit Roof Drains: ANSI/SPRI RD-1 approved retrofit roof drain assemblies shall be SpeedTite Drain "drop-in ready" type with built-in Vortex Breaker technology for improved flow performance; 11 gauge (.125 inch), one piece aluminum body; 17-inch flange; heavy cast aluminum strainer dome and clamping ring; 10-inch length stem with SpeedTite Mechanical seal. Provide Model No. SPT3A (3 inch) or SPT4A (4 inch) sizes as required by field conditions.
 - 1. Manufacturer: OMG Roofing Products, (800) 633-3800 or approved equal.
 - 2. Install drains in strict compliance with manufacturer's specifications and instructions.
 - 3. Modify stem and connected piping as required for a watertight installation adequate to drain the roof areas indicated.
 - 4. Provide new stainless steel clamping bolts for drain connections to existing drain bodies as required by field conditions.
 - 5. Provide cleaning of factory oils using a wash primer as recommended by the manufacturer to promote adhesion of roof materials to the drain flanges.
- B. O-Ring Retrofit Roof Drains: Drains specifically designed for smaller or larger I.D. piping situations. ANSI/SPRI RD-1 approved retrofit roof drain assemblies shall be O-Ring RetroDrain type; 16 gauge (.064 inch), one piece aluminum body with 2 rubber O-rings; 17 ½-inch flange; heavy cast aluminum SuperDome strainer and clamping ring; 12-inch length stem with 2 rubber O-ring seals. Provide Model No. ALDCR2A (2 inch) size or as required by field conditions.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

1. Manufacturer: OMG Roofing Products, (800) 633-3800 or approved equal.
2. Install drains in strict compliance with manufacturer's specifications and instructions.
3. Modify stem and connected piping as required for a watertight installation adequate to drain the roof areas indicated.
4. Provide new stainless steel clamping bolts for drain connections to existing drain bodies as required by field conditions.
5. Provide cleaning of factory oils using a wash primer as recommended by the manufacturer to promote adhesion of roof materials to the drain flanges.

2.08 GENERAL FINISH REQUIREMENTS

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, to verify actual locations, dimensions, and other conditions affecting performance of the Work.
- B. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
- C. Verify dimensions of roof openings for roof accessories.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 INSTALLATION

- A. General: Install roof accessories according to manufacturer's written instructions.
 1. Install roof accessories level, plumb, true to line and elevation, and without warping, jogs in alignment, excessive oil canning, buckling, or tool marks.
 2. Anchor roof accessories securely in place so they are capable of resisting indicated loads.
 3. Use fasteners, separators, sealants, and other miscellaneous items as required to complete installation of roof accessories and fit them to substrates.
 4. Install roof accessories to resist exposure to weather without failing, rattling, leaking, or loosening of fasteners and seals.
- B. Metal Protection: Protect metals against galvanic action by separating dissimilar metals from contact with each other or with corrosive substrates by painting contact surfaces with bituminous coating or by other permanent separation as recommended by manufacturer.
 1. Coat concealed side of stainless-steel roof accessories with bituminous coating where in contact with wood, ferrous metal, or cementitious construction.
 2. Underlayment: Where installing roof accessories directly on cementitious or wood substrates, install a course of felt underlayment and cover with a slip sheet, or install a course of polyethylene sheet.
 3. Bed flanges in thick coat of roofing cement where required by manufacturers of roof accessories for waterproof performance.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- C. Roof Curb Installation: Install each roof curb so top surface is level.
- D. Equipment Support Installation: Install equipment supports so top surfaces are level with each other.
- E. Smoke Vent Hatch Installation:
 - 1. Install roof hatch so top surface of hatch curb is level.
 - 2. Verify that roof hatch operates properly. Clean, lubricate, and adjust operating mechanism and hardware.
 - 3. Install smoke vents, with integral safety railing system and fall protection screen attached to interior side of equipment curb, within existing roof openings.
- F. Preformed Flashing-Sleeve Installation: Secure flashing sleeve to roof membrane according to flashing-sleeve manufacturer's written instructions.
- G. Seal joints with butyl sealant as required by roof accessory manufacturer.

3.03 REPAIR AND CLEANING

- A. Clean exposed surfaces according to manufacturer's written instructions.
- B. Clean off excess sealants.
- C. Replace roof accessories that have been damaged or that cannot be successfully repaired by finish touchup or similar minor repair procedures.

END OF SECTION

SECTION 078413
PENETRATION FIRESTOPPING

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Provide through penetration firestopping. The work of this section shall include, but not be limited to, the following:
 - 1. Provide firestopping at all openings in floors and fire rated walls and partitions to prevent the passage of fire, smoke or toxic gases and to maintain required fire ratings.
 - 2. Provide firestopping at all electrical, plumbing and electrical duct and pipe penetrations in floors, and fire-rated walls and partitions, to prevent the passage of fire, smoke or toxic gases.

1.02 QUALITY ASSURANCE

- A. Qualifications: The work of this section shall be performed by a qualified and experienced installer, acceptable to the Architect/Engineer. The term "installer", as used herein shall mean a firm of established reputation; which has been trained by the manufacturer in the proper installation of fire safing material and which is regularly engaged in, and maintains a regular force of workers skilled in the installation of fire safing material of the type specified.

1.03 REFERENCES

- A. Codes and Regulations: Comply with applicable regulations of governmental authorities having jurisdiction.
- B. ASTM E119, Method for Fire Tests of Building Construction and Materials.
- C. ASTM E814, Fire Tests of Through Penetration.
- D. U.L. 1479, Standards for Fire Tests of Through Penetration Firestops.
- E. Factory Mutual Systems.

1.04 SUBMITTALS

- A. Shop Drawings: Shop drawings shall indicate the locations and types of the various fire safing material to be used throughout the building, and material and methods of installation of damming for the various floor, wall and ceiling construction. Details of damming shall be large scale and shall indicate material and methods of installation.
- B. Product Data: Submit manufacturer's technical data and installation instructions.
- C. Test Reports: Submit copies of test reports, by an independent testing laboratory, indicating that the fire safing material complies with the specified requirements.

1.05 FIELD QUALITY CONTROL

- A. Section 014500 - Quality Control: field inspection and testing.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- B. Tests for thickness and density of applied material will be performed by an independent testing agency. Where test results are unsatisfactory in sample areas, additional tests in other areas may be made. Such further testing, if required, shall be by the same testing agency but shall be paid for by the installer.
- C. Independent Testing Agency will:
 - 1. Inspect the installed firestopping after application and curing for integrity, prior to its concealment.
 - 2. Ensure that actual thicknesses, densities, and bond strengths meet requirements for specified ratings.
 - 3. Re-inspect the installed firestopping for integrity of fire protection, after installation of subsequent work.
 - 4. Provide written certification to the Architect, indicating installation meets or exceeds requirements of contract documents.

1.06 WARRANTY

- A. Provide standard manufacturer's warranty on material composition and resistance to breakdown.

PART 2 - PRODUCTS

2.01 FIRE RESISTANT SILICONE FOAM

- A. Acceptable materials are DOW CORNING Silicone RTV Foam, Chase-Foam CTCPR-855 by CHASE TECHNOLOGY CORP., Pensil RTV 851 by GENERAL ELECTRIC, or approved equal.
- B. Foam sealant shall conform to the required fire rating in accordance with the requirements of ASTM E119, with a flamespread rating of 15 in accordance with ASTM E84. Foam sealant shall also conform to UL Standard 1479: "Standards for Fire Tests of Through Penetration Firestops".
- C. The foam sealant shall provide a fire resistance equal to the construction into which it is installed; in accordance with "Through Penetration Firestop Systems (XHEZ)" in the Underwriters Laboratories "Building Materials Directory".
- D. Dams: Provide dams as recommended by the manufacturer, as required for proper installation and for required fire rating.

2.02 MINERAL FIBER FIRE SAFING INSULATION

- A. Provide insulation as manufactured by USG INTERIORS, INC. Product "Thermafiber Safing", CAFCO INDUSTRIES LTD., FIBREX INC. or approved equal. Density shall be 4 pcf with thickness to suit condition.
- B. Provide 20 gauge minimum metal plate where required for fire safing support to comply with fire ratings.
- C. Do not use fibrous safing insulation unless it is in conjunction with a compatible smoke seal as specified herein.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

2.03 MINERAL WOOL

- A. Loose mineral wool, rated noncombustible when tested according to ASTM E136, free of asbestos and glass fiber, and suitable for stuffing into metal deck flutes to an in place density of 6 to 12 pcf.

2.04 FIRESTOPPING SEALANT

- A. Provide a silicone firestop sealant classified for both flame and temperature ratings under ASTM E814.
- B. Acceptable materials are USG INTERIORS "Smoke Seal Compound", DOW CORNING "Firestop Sealant", BIO FIRESHIELD "Biotherm", 3M "Fire-Barrier Caulk", GENERAL ELECTRIC "RTV 7403" or approved equal.

2.05 FIRESTOPPING MORTAR

- A. Provide Portland cement/fly ash mortar with an air dried density of 50 to 55 pounds per cu.ft. Mortar shall be classified for both flame and temperature ratings under ASTM E814.
- B. Acceptable materials are BIO FIRESHIELD "Novasit K-10" or approved equal.

2.06 PREFORMED PIPE SEALS

- A. Provide preformed intumescent collars classified for both flame and temperature under ASTM E814.
- B. Acceptable materials are BIO FIRESHIELD "Firestop Collars", 3M "Wrap/Strip FS 195" or approved equal.

2.07 ACCESSORIES

- A. Provide anchorage assemblies complying with U.L. designs and other components and accessories as needed.

PART 3 - EXECUTION

3.01 DELIVERY AND STORAGE

- A. Deliver material and products in unopened packages and containers, clearly indicating name of manufacturer and U.L. labeling. Store and handle in strict compliance with manufacturer's instructions and recommendations. Protect from damage. Protect material from freezing or overheating in accordance with manufacturer's instructions.

3.02 INSPECTION

- A. Examine all surfaces to which the firestopping materials are to be applied, and notify the Architect/Engineer in writing of any conditions detrimental to the proper and expeditious installation of the work. Starting of work within an area shall be construed as acceptance of the conditions of that area.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- B. Thoroughly clean all surfaces to receive firestopping material to eliminate mill scale, dirt, grime, oil, grease, dust, loose rust or paint, and all other foreign material.
- C. Cleaning shall be accomplished just prior to application of firestopping material.

3.03 INSTALLATION (GENERAL)

- A. Material and equipment shall be as approved by the manufacturer. Application procedures shall be in strict accordance with the manufacturer's directions and specifications. Only experienced, skilled mechanics approved by the material manufacturer shall be allowed to place the material.
- B. Provide firestopping material at thicknesses as required to provide indicated ratings. Where not otherwise indicated, comply with U.L. standard designs. In multiple layer work, offset joints by at least 6 inches.
- C. Anchor firestopping using manufacturer's recommended system and in compliance with U.L. standard designs.
- D. Install firestopping without gaps and voids of any kind. Do not use damaged materials. Remove and replace nonfitting or disturbed work.

3.04 MINERAL SAFING INSULATION

- A. Use mineral safing insulation at top of fire-rated partitions at underside of metal deck to provide complete fire-rated seal.
- B. Mineral safing insulation must be used in conjunction with a sealant or foam firestop to ensure a continuous smoke seal.

3.05 FIRESTOPPING SEALANT

- A. Use firestopping sealant at narrow joints at fire-rated floor and wall penetrations, and at penetrations subject to vibration or movement. Typical penetrations requiring sealant are plumbing and HVAC piping, electric conduit and ductwork.
- B. Where openings are large enough, use mineral safing insulation in thicknesses required to dam the joint, and apply 1/2 inch minimum depth of sealant, or as required to achieve the rated assembly.

3.06 FOAM-IN-PLACE FIRESTOPPING

- A. Apply foam-in-place firestopping material in depths required to meet the fire ratings indicated or required by U.L. standards. Provide clips or other approved means to contain the foam-in-place material which will enable the foam to solidly fill the areas intended. Mixing and application shall be in strict accordance with the manufacturer's written instructions.
- B. Foam firestopping may be used in lieu of sealant or mortar material at the Contractor's option, provided details conform to manufacturer's recommendations for maintaining the integrity of the assembly in question.

3.07 FIRESTOPPING MORTAR

- A. Mortar may be used to firestop all large, nonmoving openings in fire-rated assemblies, including multiple openings in floor slabs.
- B. Mix mortar with clean water in accordance with the manufacturer's printed instructions. Wet all surfaces with water prior to application of mortar. Apply by hand or pump and vibrate in penetrations to prevent voids from forming.
- C. Do not apply mortar if ambient or substrate temperature is below 35°F during the 24 hour period before application.

3.08 PREFORMED PIPE SEALS

- A. Use preformed pipe seals for firestopping nonmetallic pipes or conduit penetrating rated assemblies. Preformed collars may be surface mounted or embedded in firestop mortar as space permits to seal PVC or ABS pipe penetrations. Size selection and installation shall be in strict accordance with manufacturer's written instructions.

3.09 FIELD QUALITY CONTROL

- A. Coordinate installation of firestopping work with other work to minimize cutting and removal of installed firestopping. As work of other trades is completed, review firestopping work and repair or replace work which has been damaged or removed. Inspections will be performed to verify compliance with requirements.

3.10 CLEANING AND PROTECTION

- A. Upon completion of the work, remove all unused materials from the site. Clean floors, walls and other adjacent surfaces that are stained, marred or otherwise damaged by this work. Leave all work and the adjacent areas in a clean condition.
- B. Protect all completed work from damage, by methods recommended by the manufacturer of installed material.

3.11 SYSTEMS AND APPLICATION SCHEDULE

A.	CONSTRUCTION CONDITION	UL DESIGNATION
B.	Metal Pipe or Conduit	220, 221, 223
1.	Through Round Opening	316, 400, 425
C.	Insulated Metal Pipe	301, 310, 402, 403
1.	Through Round Opening	
D.	Metal Pipes or Conduits	399
1.	Through Large Openings	
E.	Cables Through Opening	222, 224, 307, 425
F.	Nonmetallic (Plastic) Pipe	300
1.	or Conduit through Opening	

MRF Roof, HVAC & Electrical Upgrades**Daniel P. Thomas MRF**

Contract No.: 23-519

G.	Metal Pipe or Conduit	425
	1. Through Gypsum Board Wall	
H.	Nonmetallic (Plastic) Pipe	226, 227, 228, 312
	1. or Conduit Through Gypsum	
	2. Board Wall	
I.	Cables Through Gypsum	425
	1. Board Wall	
J.	Mixed Penetrating Items	218, 219
K.	1. Ductwork Insulated	301
	1. Through Gypsum Board Wall in	227, 313
	2. Sleeve Opening	
L.	1. Ductwork	218, 219
	1. 2 Hr Gypsum Wall	312

3.12 PROVIDE ADDITIONAL UL DESIGNATION AS REQUIRED TO ACHIEVE FIRESTOPPING RATINGS EQUAL TO OR GREATER THAN ASSEMBLY PENETRATION.

END OF SECTION

SECTION 079200
JOINT SEALANTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. Section Includes:
 - 1. Silicone joint sealants.
 - 2. Urethane joint sealants.

1.03 PRECONSTRUCTION TESTING

- A. Preconstruction Compatibility and Adhesion Testing: Submit to joint-sealant manufacturers, for testing indicated below, samples of materials that will contact or affect joint sealants.
 - 1. Use ASTM C1087 to determine whether priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealants to joint substrates.
 - 2. Samples for Verification: For each type of sealant submit a color sample board and one sample joint, 1/2" wide by 6" long including joint substrates, shims, joint-sealant backings, secondary seals, and miscellaneous materials.
 - 3. Schedule sufficient time for testing and analyzing results to prevent delaying the Work.
 - 4. For materials failing tests, obtain joint-sealant manufacturer's written instructions for corrective measures including use of specially formulated primers.
 - 5. Testing will not be required if joint-sealant manufacturers submit joint preparation data that are based on previous testing, not older than 24 months, of sealant products for adhesion to, and compatibility with, joint substrates and other materials matching those submitted.

1.04 ACTION SUBMITTALS

- A. Product Data: For each joint-sealant product indicated.
- B. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.
- C. Joint-Sealant Schedule: Include the following information:
 - 1. Joint-sealant application, joint location, and designation.
 - 2. Joint-sealant manufacturer and product name.
 - 3. Joint-sealant formulation.
 - 4. Joint-sealant color.

1.05 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified Installer and testing agency.
- B. Product Certificates: For each kind of joint sealant and accessory, from manufacturer.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- C. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, indicating that sealants comply with requirements.
- D. Preconstruction Compatibility and Adhesion Test Reports: From sealant manufacturer, indicating the following:
 - 1. Materials forming joint substrates and joint-sealant backings have been tested for compatibility and adhesion with joint sealants.
 - 2. Interpretation of test results and written recommendations for primers and substrate preparation needed for adhesion.
- E. Warranties: Sample of special warranties.

1.06 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project with a minimum of three-years experience in the installation of the work of this section.
- B. Source Limitations: Obtain each kind of joint sealant from single source from single manufacturer.
- C. Product Testing: Test joint sealants using a qualified testing agency.
 - 1. Testing Agency Qualifications: An independent testing agency qualified according to ASTM C1021 to conduct the testing indicated.
 - 2. Test according to SWRI's Sealant Validation Program for compliance with requirements specified by reference to ASTM C920 for adhesion and cohesion under cyclic movement, adhesion-in-peel, and indentation hardness.

1.07 PROJECT CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:
 - 1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 degrees F.
 - 2. When joint substrates are wet.
 - 3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
 - 4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

1.08 WARRANTY

- A. Special Installer's Warranty: Manufacturer's standard form in which Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
 - 1. Warranty Period: Two years from date of Substantial Completion.
- B. Special Manufacturer's Warranty: Manufacturer's standard form in which joint-sealant manufacturer agrees to furnish joint sealants to repair or replace those that do not comply with performance and other requirements specified in this Section within specified warranty period.
 - 1. Warranty Period: Two years from date of Substantial Completion.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- C. Special warranties specified in this article exclude deterioration or failure of joint sealants from the following:
 - 1. Movement of the structure caused by structural settlement or errors attributable to design or construction resulting in stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.
 - 2. Disintegration of joint substrates from natural causes exceeding design specifications.
 - 3. Mechanical damage caused by individuals, tools, or other outside agents.
 - 4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

PART 2 - PRODUCTS

2.01 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.
- B. VOC Content of Interior Sealants: Sealants and sealant primers used inside the weatherproofing system shall comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24):
 - 1. Architectural Sealants: 250 g/L.
 - 2. Sealant Primers for Nonporous Substrates: 250 g/L.
 - 3. Sealant Primers for Porous Substrates: 775 g/L.
- C. Liquid-Applied Joint Sealants: Comply with ASTM C920 and other requirements indicated for each liquid-applied joint sealant specified, including those referencing ASTM C920 classifications for type, grade, class, and uses related to exposure and joint substrates.
 - 1. Suitability for Immersion in Liquids. Where sealants are indicated for Use I for joints that will be continuously immersed in liquids, provide products that have undergone testing according to ASTM C 1247. Liquid used for testing sealants is deionized water, unless otherwise indicated.
- D. Stain-Test-Response Characteristics: Where sealants are specified to be non-staining to porous substrates, provide products that have undergone testing according to ASTM C1248 and have not stained porous joint substrates indicated for Project.
- E. Suitability for Contact with Food: Where sealants are indicated for joints that will come in repeated contact with food, provide products that comply with 21 CFR 177.2600.
- F. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full color range.

2.02 SILICONE JOINT SEALANTS

- A. Single-Component, Non-sag, Neutral-Curing Silicone Joint Sealant: ASTM C920, Type S, Grade NS, Class 100/50, for Use NT.
 - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Dow Corning Corporation; 790.
 - b. Pecora Corporation; 301 NS
 - c. Sika Corporation, Construction Products Division; SikaSil-C990.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- d. Tremco Incorporated; Spectrem 1.
- B. Single-Component, Non-sag, Traffic-Grade, Neutral-Curing Silicone Joint Sealant: ASTM C920, Type S, Grade NS, Class 100/50, for Use T.
 - 1. Products: Subject to compliance with requirements, provide the following:
 - a. Pecora Corporation; 311 NS.
 - b. Tremco Incorporated; Spectrem 800.
- C. Single-Component, Pourable, Traffic-Grade, Neutral-Curing Silicone Joint Sealant: ASTM C920, Type S, Grade P, Class 100/50, for Use T.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Dow Corning Corporation; 890-SL.
 - b. Pecora Corporation; 310 SL.
 - c. Tremco Incorporated; Spectrem 900 SL.
- D. Mildew-Resistant, Single-Component, Nonsag, Neutral-Curing Silicone Joint Sealant: ASTM C920, Type S, Grade NS, Class 25, for Use NT.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Tremco Incorporated; Tremsil 200.
 - b. Pecora Corporation; 898.
 - c. Or Approved Equal.

2.03 URETHANE JOINT SEALANTS

- A. Single-Component, Non-sag, Urethane Joint Sealant: ASTM C920, Type S, Grade NS, Class 100/50, for Use NT.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Sika Corporation, Construction Products Division; Sikaflex - 15LM.
 - b. Tremco Incorporated; Dymonic 100.
 - c. Or approved Equal.
- B. Single-Component, Nonsag, Traffic-Grade, Urethane Joint Sealant: ASTM C920. Type S, Grade NS, Class 25, for Use T.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. BASF Building Systems; Sonolastic NP1 .
 - b. Sika Corporation, Construction Products Division; Sikaflex - 1a.
 - c. Tremco Incorporated; Vulkem 116, Dymonic FC.
- C. Single-Component, Pourable, Traffic-Grade, Urethane Joint Sealant: ASTM C920, Type S, Grade P, Class 25, for Use T.
 - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. BASF Building Systems; Sonolastic SL 1.
 - b. Pecora Corporation; Urexpan NR-201.
 - c. Sherwin-Williams Company, Loxon SL1 Self-Leveling.
 - d. Sika Corporation. Construction Products Division; Sikaflex - 1CSL.
 - e. Tremco Incorporated; Vulkem 45.
- D. Immersible Multicomponent, Nonsag, Traffic-Grade, Urethane Joint Sealant: ASTM C920, Type M, Grade NS, Class 25, for Uses T and I.
 - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- a. BASF Building Systems; Sonolastic NP 2.
- b. Pecora Corporation; Dynatred.
- c. Tremco Incorporated; THC 901.

2.04 JOINT SEALANT BACKING

- A. General: Provide sealant backings of material that are non-staining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Cylindrical Sealant Backings: ASTM C1330, Type C (closed-cell material with a surface skin) Type B (bicellular material with a surface skin) or any of the preceding types, as approved in writing by joint-sealant manufacturer for joint application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
- C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

2.05 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Non-staining, non-absorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
 - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
 - 2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:

- a. Concrete.
 - b. Masonry.
 - c. Unglazed surfaces of ceramic tile.
3. Remove laitance and form-release agents from concrete.
 4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
 - a. Metal.
 - b. Glass.
- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.03 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 1. Do not leave gaps between ends of sealant backings.
 2. Do not stretch, twist, puncture, or tear sealant backings.
 3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
 1. Place sealants so they directly contact and fully wet joint substrates.
 2. Completely fill recesses in each joint configuration.
 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

1. Remove excess sealant from surfaces adjacent to joints.
2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
3. Provide concave joint profile per Figure 8A in ASTM C1193, unless otherwise indicated.
4. Provide flush joint profile where indicated per Figure 8B in ASTM C1193.
5. Provide recessed joint configuration of recess depth and at locations indicated per Figure 8C in ASTM C1193.
 - a. Use masking tape to protect surfaces adjacent to recessed tooled joints.

3.04 FIELD QUALITY CONTROL

- A. Field-Adhesion Testing: Field test joint-sealant adhesion to joint substrates as follows:
 1. Extent of Testing: Test completed and cured sealant joints as follows:
 - a. Perform 1 test for each 500 feet of joint length thereafter or 1 test per each floor per elevation.
 2. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C1193 or Method A, Tail Procedure, in ASTM C1521.
 - a. For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.
 3. Inspect tested joints and report on the following:
 - a. Whether sealants filled joint cavities and are free of voids.
 - b. Whether sealant dimensions and configurations comply with specified requirements.
 - c. Whether sealants in joints connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. Compare these results to determine if adhesion passes sealant manufacturer's field-adhesion hand-pull test criteria.
 4. Record test results in a field-adhesion-test log. Include dates when sealants were installed, names of persons who installed sealants, test dates, test locations, whether joints were primed, adhesion results and percent elongations, sealant fill, sealant configuration, and sealant dimensions.
 5. Repair sealants pulled from test area by applying new sealants following same procedures used originally to seal joints. Ensure that original sealant surfaces are clean and that new sealant contacts original sealant.
- B. Evaluation of Field-Adhesion Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

3.05 CLEANING

- A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.06 PROTECTION

- A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection,

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

3.07 JOINT-SEALANT SCHEDULE

- A. Joint-Sealant Application: Exterior joints in horizontal traffic surfaces subject to water immersion.
 - 1. Joint Locations:
 - a. Joints in pedestrian plazas.
 - 2. Urethane Joint Sealant: Immersible, multicomponent, non-sag, traffic grade.
 - 3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.
- B. Joint-Sealant Application: Exterior joints in vertical surfaces and horizontal non-traffic surfaces.
 - 1. Joint Locations:
 - a. Joints between metal panels.
 - b. Joints between different materials listed above.
 - 2. Silicone Joint Sealant: Single component, non-sag, neutral curing, Class 100/50.
 - 3. Urethane Joint Sealant: Single component, non-sag, Class 100/50.
 - 4. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

3.08 SEALANT INSTALLATION LOG

- A. A tabular log of all sealant installations on the project shall be kept and submitted with the O & M manuals at the completion of the project.
- B. Tabular log shall have columns for:
 - 1. Sealant type
 - 2. Sealant installation location
 - 3. Temperature during installation
 - 4. Date of Installation
 - 5. Manufacturer
 - 6. Sealant color installed.

END OF SECTION

SECTION 099123
INTERIOR PAINTING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. SUMMARY
 - 1. Section includes surface preparation and the application of paint systems on interior substrates.
 - a. Concrete.
 - b. Concrete Masonry Units.
 - c. Steel.
 - d. Galvanized metal.
 - e. Gypsum board.
 - f. Wood.
 - g. Aluminum.
 - h. Stucco
 - i. Clay Masonry
- C. DEFINITIONS
 - 1. Gloss Level 1: Not more than 5 units at 60 degrees and 10 units at 85 degrees, according to ASTM D523.
 - 2. Gloss Level 2: Not more than 10 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D523.
 - 3. Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D523.
 - 4. Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D523.
 - 5. Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D523.
 - 6. Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D523.
 - 7. Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D523.
- D. ACTION SUBMITTALS
 - 1. Product Data: For each type of product. Include preparation requirements and application instructions.
 - a. Samples for Initial Selection: For each type of topcoat product.
 - 1) Product List: For each product indicated, include the following:
 - (a) Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
 - (b) Printout of current "MPI Approved Products List" for each product category specified in Part 2, with the proposed product highlighted.
 - (c) VOC content.
- E. CLOSEOUT SUBMITTALS
 - 1. Coating Maintenance Manual: Upon conclusion of the project, the Contractor or paint manufacturer/supplier 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

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

where each product/color/finish was used, product data pages, Material Safety Data Sheets, care and cleaning instructions, touch-up procedures, and color samples of each color and finish used.

F. MAINTENANCE MATERIAL SUBMITTALS

1. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - a. Paint: 5 percent, but not less than 1 gal. of each material and color applied.

G. QUALITY ASSURANCE

1. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
 - a. Architect will select one surface to represent surfaces and conditions for application of each paint system specified in Part 3.
 - 1) Vertical and Horizontal Surfaces: Provide samples of at least 100 sq. ft..
 - (a) Other Items: Architect will designate items or areas required.
 - 2) Final approval of color selections will be based on mockups.
 - (a) If preliminary color selections are not approved, apply additional mockups of additional colors selected by Architect at no added cost to Owner.
 - 3) Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
 - (a) Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

H. DELIVERY, STORAGE, AND HANDLING

1. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F (7 deg C).
 - a. Maintain containers in clean condition, free of foreign materials and residue.
 - 1) Remove rags and waste from storage areas daily.
2. Delivery and Handling: Deliver products to Project site in an undamaged condition in manufacturer's original sealed containers, complete with labels and instructions for handling, storing, unpacking, protecting, and installing. Packaging shall bear the manufacturer's label with the following information:
 - a. Product name and type (description).
 - 1) Batch date.
 - 2) Color number.
 - 3) VOC content.
 - 4) Environmental handling requirements.
 - 5) Surface preparation requirements.
 - 6) Application instructions.

I. FIELD CONDITIONS

1. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F .
 - a. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.
 - b. Lead Paint: It is not expected that lead paint will be encountered in the Work.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
1. Sherwin-Williams Company.
 2. Benjamin Moore & Co.
 3. PPG Architectural Finishes, Inc.

2.02 PAINT, GENERAL

- A. MPI Standards: Provide products that comply with MPI standards indicated and that are listed in its "MPI Approved Products List."
- B. Material Compatibility:
1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
 2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- C. VOC Content: Products shall comply with VOC limits of authorities having jurisdiction and, for interior paints and coatings applied at Project site, the following VOC limits, exclusive of colorants added to a tint base, when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- | | |
|--|----------|
| 1. Flat Paints and Coatings: | 50 g/L. |
| 2. Non-Flat Paints and Coatings: | 100 g/L. |
| 3. Non-Flat High Gloss | 150 g/L. |
| 4. Dry-Fog Coatings: | 150 g/L. |
| 5. Primers, Sealers, and Undercoaters: | 100 g/L. |
| 6. Quick Dry Enamel | 150 g/L. |
| 7. Anti-corrosive and Antirust Paints Applied to Ferrous Metals: | 250 g/L. |
| 8. Zinc-Rich Industrial Maintenance Primers: | 250 g/L. |
| 9. Industrial Maintenance High Temperature | 420 g/L. |
| 10. Floor Coatings: | 100 g/L. |
| 11. Stains | 250 g/L. |
| 12. Varnish | 275 g/L. |
| 13. Waterproofing Sealer - Wood | 275 g/L. |
| 14. Waterproofing Sealer - Concrete | 100 g/L. |
- D. Colors: As selected by Architect from manufacturer's full range.
1. 30 percent of surface area will be painted with deep tones.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

primers. Where acceptability of substrate conditions is in question, apply samples and perform in-situ testing to verify compatibility, adhesion, and film integrity of new paint application.

1. Report in writing conditions that may affect application, appearance or performance of paint.
- B. Substrate Conditions:
1. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
 - a. Concrete: 12 percent.
 - b. Masonry (Clay and CMU): 12 percent.
 - c. Wood: 15 percent.
 - d. Gypsum Board: 12 percent.
 2. Gypsum Board Substrates: Verify that finishing compound is sanded smooth.
- C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- D. Proceed with coating application only after unsatisfactory conditions have been corrected.
1. Application of coating indicates acceptance of surfaces and conditions.

3.02 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Manual" applicable to substrates indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection, if any.
- C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.
- D. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.
1. Concrete Floors: Remove oil, dust, grease, dirt and other foreign materials. Comply with SSPC-SP 13/NACE 6 or ICRI 03732.
- E. Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces or mortar joints exceed that permitted in manufacturer's written instructions.
1. SSPC-SP 3, "Power Tool Cleaning."
- F. Steel Substrates: Remove rust, loose mill scale, and shop primer, if any. Clean using methods recommended in writing by paint manufacturer but not less than the following:
1. SSPC-SP 2, "Hand Tool Cleaning."
 2. SSPC-SP 3, "Power Tool Cleaning."
 3. SSPC-SP 7/NACE No. 4, "Brush-off Blast Cleaning."
 4. SSPC-SP 11, "Power Tool Cleaning to Bare Metal."

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- G. Shop-Primed Steel Substrates: Clean field welds, bolted connections and abraded areas of shop paint and paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop primed surfaces.
- H. Galvanized Metal Surfaces: Remove grease and oil residue from galvanized sheet metal fabricated from coil stock by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.
- I. Aluminum Substrates: Remove loose surface oxidation.
- J. Wood Substrates:
 - 1. Scrape and clean knots and apply coat of knot sealer before applying primer.
 - 2. Sand surfaces that will be exposed to view and dust off.
 - 3. Prime edges, ends, faces, undersides and backsides of wood.
 - 4. after priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.
- K. Cotton or Canvas Insulation Covering Substrates: Remove dust, dirt and other foreign material that might impair the bond of paints to substrates.

3.03 APPLICATION

- A. Apply paints according to manufacturer's written instructions and to recommendations in "MPI Manual."
 - 1. Use applicators and techniques suited for paint and substrate indicated.
 - 2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
 - 3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
 - 4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
 - 5. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.
- B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.
- E. Painting Fire Suppression, Plumbing, HVAC, Electrical, Communication, and Electronic Safety and Security Work:
 - 1. Unless otherwise specified or noted, paint all "unfinished" conduits, piping, hangers, ductwork and other mechanical and electrical equipment with color and texture to match adjacent surfaces, in the following areas:
 - a. where exposed-to-view in all exterior and interior areas.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- b. in all interior high humidity interior areas.
 - c. in all boiler room, mechanical and electrical rooms.
 2. In unfinished areas leave exposed conduits, piping, hangers, ductwork and other mechanical and electrical equipment in original finish and touch up scratches and marks.
 3. Touch up scratches and marks on factory painted finishes and equipment with paint as supplied by manufacturer of equipment.
 4. Do not paint over nameplates.
 5. Paint the inside of all ductwork where visible behind louvers, grilles and diffusers for a minimum of 18" or beyond sight line, whichever is greater, with primer and one coat of matt black (non-reflecting) paint.
 6. Paint the inside of light valances gloss white.
 7. Paint disconnect switches for fire alarm system and exit light systems in red enamel.
 8. Paint red or band all fire protection piping and sprinkler lines in accordance with mechanical specification requirements and the AHJ. Keep sprinkler heads free of paint.
 9. Paint yellow or band all natural gas piping in accordance with mechanical specification requirements and the AHJ.
 10. Backprime and paint face and edges of plywood service panels for telephone and electrical equipment before installation to match adjacent wall surface. Leave equipment in original finish except for touch-up as required, and paint conduits, mounting accessories and other unfinished items.
 - a. Uninsulated plastic piping.
 - b. Pipe hangers and supports.
 - c. Metal conduit.
 - d. Plastic conduit.
 - e. Tanks that do not have factory-applied final finishes.
 - f. Duct, equipment, and pipe insulation having cotton or canvas insulation covering or other paintable jacket material. Coordinate the installation of required piping labels with the installing contractor in order to schedule painting prior to application of labels.
 11. Paint the following work where exposed in occupied spaces:
 - a. Equipment, including panelboards.
 - b. Uninsulated metal piping.
 - c. Uninsulated plastic piping.
 - d. Pipe hangers and supports.
 - e. Metal conduit.
 - f. Plastic conduit.
 - g. Duct, equipment, and pipe insulation having cotton or canvas insulation covering or other paintable jacket material.
 - h. Other items as directed by Architect.
 12. Paint portions of internal surfaces of metal ducts, without liner, behind air inlets and outlets that are visible from occupied spaces.

3.04 FIELD QUALITY CONTROL

- A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.
 1. Contractor shall touch up and restore painted surfaces damaged by testing.
 2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written recommendations.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

3.05 PROTECTION

- A. Protect all exterior surfaces and areas, including landscaping, walks, drives, all adjacent building surfaces (including glass, aluminum surfaces, etc.) and equipment and any labels and signage from painting operations and damage by drop cloths, shields, masking, templates, or other suitable protective means and make good any damage caused by failure to provide such protection.
- B. Protect all interior surfaces and areas, including glass, aluminum surfaces, etc. and equipment and any labels and signage from painting operations and damage by drop cloths, shields, masking, templates, or other suitable protective means and make good any damage caused by failure to provide such protection.
- C. Erect barriers or screens and post signs to warn of or limit or direct traffic away or around work area as required.

3.06 CLEANING

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site. Keep work area free from an unnecessary accumulation of tools, equipment, surplus materials and debris.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Remove combustible rubbish materials and empty paint cans each day and safely dispose of same in accordance with requirements of authorities having jurisdiction.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.07 INTERIOR PAINTING SCHEDULE

- A. Concrete and Clay Masonry Substrates, Non-traffic Surfaces:
 - 1. Institutional Low-Odor/VOC Latex System: (MPI INT 3.1M).
 - a. Prime Coat:
 - 1) Prime Coat: Primer sealer, interior, institutional low odor/VOC, MPI #149. Sherwin-Williams - ProMar 200 Zero - Interior Latex Primer - B28W02600/B28WQ2600 (E3)
 - 2) Prime Coat: MPI # 3X-Green Sherwin-Williams PREPRITE® PROBLOCK® Interior/Exterior Latex Primer/Sealer B51-600 Series (E3)
 - b. Intermediate Coat: Light industrial coating, interior, water based, matching topcoat (MPI INT 3.1L).
 - c. Topcoat: Latex, interior, institutional low odor/VOC, (Gloss Level 3), MPI #151 Sherwin-Williams Pre-Catalyzed Water Based Epoxy – Eggshell – K45-1150 Series (E3)
 - 2. Microbicial Latex Finish System (Low VOC): With topcoat EPA registered No. 64695-1.
 - a. Prime Coat: Primer sealer, latex, interior
 - 1) S-W Loxon Concrete & Masonry Primer Sealer, A24W8300, at 8.0 mils (0.203 mm) wet, 3.2 mils (0.081 mm) dry.
 - b. First Coat: Microbicial Latex, interior, matching topcoat.
 - c. Topcoat: Microbicial Latex, interior, eggshell:

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- 1) S-W Paint Shield Interior Latex Eg-Shel Microbical Paint, D12W51, at 4.0 mils (0.102 mm) wet, 1.8 mils (0.046 mm) dry, per coat. Brush and roll application only.
 - 2) S-W SuperPaint with Sanitizing Technology, Eg-Shel, A87W0001, at 4.0 mils wet, 1.7 mils, per coat. Brush and roll application only.
 - 3) S-W SuperPaint with Air Purifying Technology, Satin, A87W00061, at 4.0 mils wet, 1.7 mils, per coat. Brush and roll application only.
- B. Concrete Substrates, Traffic Surfaces:
1. Latex Floor Enamel System: (MPI INT 3.2A)
 - a. Prime Coat: Floor paint, latex, slip-resistant, matching topcoat.
 - b. Topcoat: Floor paint, latex slip-resistant, low gloss (maximum Gloss Level 3), MPI #60: Sherwin-Williams - ArmorSeal Tread-Plex, B90 Series at 1.5 to 2.0 mils dry per coat.
 2. Clear Acrylic System, Gloss Finish: (MPI INT 3.2F)
 - a. First Coat: MPI #99 - Sherwin-Williams - H&C Concrete Sealer Wet Look Water Base, at 100 to 200 sq. ft. per gal (2.4 to 4.9 sq. m per l).
 - b. Second Coat: MPI #99 - Sherwin-Williams - H&C Concrete Sealer Wet Look Water Base, at 100 to 200 sq. ft. per gal (2.4 to 4.9 sq. m per l).
 3. Concrete Stain System (Water-based): (MPI INT 3.2E)
 - a. First Coat: Sherwin-Williams - H&C Concrete Stain Solid Color Water Based at 50 to 300 sq. ft. per gal.
 - b. Second coat: Sherwin-Williams - H&C Concrete Stain Solid Color Water Based at 50 to 300 sq. ft. per gal.
 4. Concrete Substrates, Non-Slip - High Performance Traffic Surfaces: (MPI INT 3.2L)
 - a. Pigmented Polyurethane over Epoxy Slip-Resistant Deck Coating System:
 - 1) Prime Coat: Epoxy, gloss, (Gloss Level 6), MPI #212: S-W Armorseal 1000 HS, B67W2001 Series, at 2.5 to 4.0 mils dry, per coat.
 - 2) Intermediate: Polyurethane, gloss matching topcoat.
 - 3) Topcoat: Polyurethane, two-component, pigmented, gloss, (Gloss Level 6), MPI #211 S-W Armorseal HS Polyurethane, B65W220 Series, at 2.0 to 3.0 mils dry, per coat, with manufacturer's recommended slip-resistant aggregate.
- C. CMU Substrates
1. Microbical Latex Finish System: With topcoat EPA registered No. 64695-1.
 - a. Block Filler: One or two coats as required:] Block filler, latex, interior/exterior:
 - 1) S-W Loxon Block Surfacers, A24W200, at 10.0 mils (0.254 mm) wet, 8.0 mils (0.203 mm) dry, per coat.
 - b. First Coat: Microbical Latex, interior, matching topcoat.
 - c. Topcoat: Microbical Latex, interior, eggshell:
 - 1) S-W Paint Shield Interior Latex Eg-Shel Microbical Paint, D12W51, at 4.0 mils (0.102 mm) wet, 1.8 mils (0.046 mm) dry, per coat. Brush and roll application only.
 - 2) S-W SuperPaint with Sanitizing Technology, Eg-Shel, A87W0001, at 4.0 mils wet, 1.7 mils, per coat. Brush and roll application only.
 - 3) S-W SuperPaint with Air Purifying Technology, Satin, A87W00061, at 4.0 mils wet, 1.7 mils, per coat. Brush and roll application only.
 2. High-Performance Epoxy Paint System: (MPI INT 4.2E)
 - a. Block Filler: Block filler, epoxy, MPI #4 S-W Pro Industrial Heavy Duty Block Filler, B42W00150 at 16 to 21 mils dry, per coat.
 - b. Intermediate Coat: Epoxy, high-build, low gloss, MPI #108: S-W Macropoxy 646 Fast Cure Epoxy, B58 Series, at 5 to 10 mils dry, per coat.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- c. Topcoat: Polyurethane, two-component, pigmented, gloss Gloss Level 5, MPI #174: Sherwin Williams Hi-Solids Polyurethane 250 Aliphatic Polyurethane, B65J-350 Series, at 3.0 to 5.0 mils dry, per coat.
 - 3. Water-Based Light Industrial Coating System: (MPI INT 4.2K)
 - a. Block Filler: Block filler, latex, interior/ exterior, MPI #4 X-Green: S-W Preprite Block Filler, B25W25 at 100 to 200 s.f. per gal.
 - b. Intermediate Coat: Light industrial coating, interior, water-based, matching Topcoat.
 - c. Topcoat:
 - 1) Topcoat: Light Industrial coating, interior, water-based, eggshell, (Gloss Level 3), MPI #151: S-W Pro-Industrial Pre-Catalyzed Water Based Epoxy, K45-151 Series at 1.5 mils per coat dry.
 - 2) Topcoat: Light Industrial coating, interior, water-based, eggshell, (Gloss Level 5), MPI #153: S-W Pro-Industrial Pre-Catalyzed Water Based Epoxy, K46-151 Series at 1.5 mils per coat dry.
 - 4. Latex System: (MPI INT 4.2A)
 - a. Block Filler: Latex Block Filler, MPI #4 X-Green: Sherwin-Williams - Prep-Rite Block Filler, B 25W25, at 100 to 200 sq. ft.. per gal.
 - b. Intermediate coat: Latex interior, matching topcoat.
 - c. Topcoat:
 - 1) Topcoat: Latex, interior flat (Gloss Level 1), MPI #53 X-Green / #143 X-Green): S-W Pro Mar 200 Zero VOC Latex Flat, B30-2600 Series applied to achieve 1.6 mils dry per coat.
 - 2) Topcoat: Latex, interior flat (Gloss Level 2), MPI #44 X-Green / #144 X-Green): S-W Pro Mar 200 Zero VOC Latex Low Sheen Enamel, B24-2600 Series applied to achieve 1.6 mils dry per coat.
 - 3) Topcoat: Latex, interior eggshell (Gloss Level 3), MPI #52 X-Green / #145 X-Green): S-W Pro Mar 200 Zero VOC Latex Eg-Shel, B20-2600 Series applied to achieve 1.7 mils dry per coat.
 - 4) Topcoat: Latex, interior semi-gloss (Gloss Level 4), MPI #43 X-Green: S-W Pro Mar 200 Zero VOC Latex Eg-Shel, B31-2600 Series applied to achieve 1.6 mils dry per coat.
 - 5) Topcoat: Latex, interior gloss (Gloss Level 5, MPI #54: S-W Pro Mar 200 Zero VOC Latex Gloss, B11-2200 Series applied to achieve 1.5 mils dry per coat.
- D. Metal Substrates:
- 1. Latex System: (MPI INT 5.1Q)
 - a. Prime Coat: Primer, rust-inhibitive, water-based, MPI #107: S-W Pro-Industrial Pro-Cryl Universal Primer, B66-310 Series at 2.0 to 4.0 mils dry.
 - b. Intermediate Coat: Water-based acrylic interior, matching Topcoat.
 - c. Topcoat:
 - 1) Topcoat: Pro Industrial™ Waterbased Alkyd Urethane Enamel, Semi-Gloss, B53W02151 to achieve 1.6 mils dry per coat.
 - 2) Topcoat: Pro Industrial™ Waterbased Alkyd Urethane Enamel, Gloss, B53W01051 to achieve 1.6 mils dry per coat.
 - 2. Water-Based Dry-Fall System: (MPI INT 5.1C)
 - a. Two Top Coats: Dry-fall latex, flat, MPI #118: S-W Pro Industrial Waterborne Acrylic Dryfall Flat, B42-80 Series, at 6.0 mils wet, 1.7 mils dry per coat.
 - b. Topcoat:
 - 1) Two Top Coats: Dry-fall latex, eggshell, MPI #131/155: S-W Pro Industrial Waterborne Acrylic DryFall Eg-Shel, B42-2 Series, at 6.0 mils wet, 1.9 mils dry per coat.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- 2) Two Top Coats: Dry-fall latex, semi-gloss, MPI #226: S-W Pro Industrial Waterborne Acrylic DryFall Semi-Gloss, B42-80 Series, at 5.8 mils wet, 2.3 mils dry per coat.
3. Pigmented Polyurethane over Epoxy System:
 - a. Prime Coat: Epoxy, high-build, low gloss, MPI #108: S-W Macropoxy 646 Fast Cure Epoxy, B58 Series, at 5 to 10 mils dry, per coat.
 - b. Intermediate Coat: Polyurethane, two-component, pigmented, matching topcoat.
 - c. Topcoat: Polyurethane, two-component, pigmented, semi-gloss, (Gloss Level 5), MPI #174: S-W Hi-Solids Polyurethane 250 Aliphatic Polyurethane, B65J-350 Series, at 3.0 to 5.0 mils dry, per coat.
4. Epoxy-Modified Latex System: (MPI INT 5.1K)
 - a. Prime Coat: Primer, rust-inhibitive, water based, MPI #107: S-W Pro-Cryl Universal Primer, B66-310 Series, at 2.0 to 4.0 mils dry, per coat.
 - b. Intermediate Coat: Epoxy-modified latex, interior, gloss matching topcoat.
 - c. Topcoat:
 - 1) Topcoat: Epoxy-modified latex, interior, eggshell, (Gloss Level 3), MPI #254/MPI #254X-Green: S-W Pro Industrial Water based Catalyzed Epoxy Eggshell, B73-300 Series, at 2.0 to 4.0 mils dry, per coat.
 - 2) Topcoat: Epoxy-modified latex, interior, gloss, (Gloss Level 6), MPI #115/MPI #115X-Green: S-W Pro Industrial Water based Catalyzed Epoxy Gloss, B73-300 Series, at 2.0 to 4.0 mils dry, per coat.
5. Acrylic/Alkyd System:
 - a. Prime Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-310 Series, at 5.0 to 10.0 mils wet, 2.0 to 4.0 mils dry.
 - b. Intermediate Coat: Water-based acrylic-alkyd, interior, matching topcoat.
 - c. Topcoat:
 - 1) Topcoat: Pro Industrial™ Waterbased Alkyd Urethane Enamel, Semi-Gloss, B53W02151 to achieve 1.6 mils dry per coat.
 - 2) Topcoat: Pro Industrial™ Waterbased Alkyd Urethane Enamel, Gloss, B53W01051 to achieve 1.6 mils dry per coat.
- E. Galvanized-Metal Substrates:
 1. Pigmented Polyurethane System: (MPI INT 5.4C)
 - a. Prime Coat: Primer, vinyl wash: Sherwin-Williams - DTM Wash Primer, B71Y1, at 0.7 to 1.3 mils dry, per coat.
 - b. Intermediate Coat: Polyurethane, two-component, pigmented, matching topcoat.
 - c. Topcoat: Hi-Solids Polyurethane 250 Aliphatic Polyurethane, B65J-350 Series, at 3.0 to 5.0 mils dry, per coat
- F. Aluminum (Not Anodized or Otherwise Coated) Substrates:
 1. Pigmented Polyurethane System:
 - a. Prime Coat: Primer, vinyl wash: Sherwin-Williams - DTM Wash Primer, B71Y1, at 0.7 to 1.3 mils dry, per coat.
 - b. Intermediate Coat: Polyurethane, two-component, pigmented, matching topcoat.
 - c. Topcoat: Hi-Solids Polyurethane 250 Aliphatic Polyurethane, B65J-350 Series, at 3.0 to 5.0 mils dry, per coat.
- G. Wood Substrates:
 1. Microbicidal Latex Finish System: With topcoat EPA registered No. 64695-1.
 - a. Prime Coat: Primer, latex, interior, anti-microbial:
 - 1) S-W PrepRite ProBlock Interior/Exterior Latex Primer/Sealer, at 4.0 mils (0.102 mm) wet, 1.5 mils (0.038 mm) dry.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- b. First Coat: Microbicial Latex, interior, matching topcoat.
 - c. Topcoat: Microbicial Latex, interior, eggshell:
 - 1) S-W SuperPaint with Sanitizing Technology, Eg-Shel, A87W0001, at 4.0 mils wet, 1.7 mils, per coat. Brush and roll application only.
 - 2) S-W SuperPaint with Air Purifying Technology, Satin, A87W00061, at 4.0 mils wet, 1.7 mils, per coat. Brush and roll application only.
 - 2. Water-Based Light Industrial Coating System:
 - a. Prime Coat: Primer sealer, latex, interior, MPI #39: S-W PrepRite ProBlock Primer Sealer, B51-620 Series, at 4.0 mils wet, 1.4 mils dry (E3)
 - b. Intermediate Coat: Light industrial coating, interior, water based, matching topcoat.
 - c. Topcoat:
 - 1) Topcoat: Pro Industrial™ Waterbased Alkyd Urethane Enamel, Semi-Gloss, B53W02151 to achieve 1.6 mils dry per coat.
 - 2) Topcoat: Pro Industrial™ Waterbased Alkyd Urethane Enamel, Gloss, B53W01051 to achieve 1.6 mils dry per coat.
 - 3. Stain & Varnish
 - a. Stain: MPI #90: Sherwin Williams - Wood Classics 250 - A49-800 Series (E3)
 - b. Intermediate Coat: Sherwin Williams - Classics Waterborne Polyurethane Varnish - Satin - 4.0 mils wet, 1.0 mils dry.
 - c. Topcoat: Sherwin Williams - Classics Waterborne Polyurethane Varnish - Satin - 4.0 mils wet, 1.0 mils dry.
- H. Gypsum Board Substrates:
- 1. Microbicial Latex Finish System: With topcoat EPA registered No. 64695-1.
 - a. Prime Coat: Primer, latex, interior:
 - 1) S-W ProMar 200 Zero VOC Latex Primer, B28W2600, at 4.0 mils (0.102 mm) wet, 1.0 mils (0.025 mm) dry.
 - b. First Coat: Microbicial Latex, interior, matching topcoat.
 - c. Topcoat: Microbicial Latex, interior, eggshell:
 - 1) S-W SuperPaint with Sanitizing Technology, Eg-Shel, A87W0001, at 4.0 mils wet, 1.7 mils, per coat. Brush and roll application only.
 - 2) S-W SuperPaint with Air Purifying Technology, Satin, A87W00061, at 4.0 mils wet, 1.7 mils, per coat. Brush and roll application only.
 - 3) S-W Scuff Tuff, Eg-Shel, S24-50 Series, at 4.0 mils wet, 1.2 mils dry.
 - 2. Latex System: (INT 9.2A)
 - a. Prime Coat: Primer, latex, interior, MPI #149 X-Green: S-W Pro Mar 200 Zero VOC Latex Primer, B28W2600, at 4.0 mils wet, 1.5 mils dry.
 - b. Intermediate Coat: Latex, interior, matching topcoat.
 - c. Topcoat:
 - 1) Topcoat: Latex, interior, flat (Gloss Level 1), MPI #53 X-Green/#143 X-Green: S-W Pro Mar 200 Zero VOC Latex Flat, B30-2600 Series, at 4.0 mils wet, 1.6 mils dry, per coat.
 - 2) Topcoat: Latex, interior, low sheen, (Gloss Level 2), MPI #44 X-Green/#144 X-Green: S-W ProMar 200 Zero VOC Latex Low Sheen Enamel, B24-2600 Series, at 4.0 mils wet, 1.6 mils dry, per coat.
 - 3) Topcoat: Latex, interior, eggshell, (Gloss Level 3), MPI #52 X-Green/#145 X-Green: S-W ProMar 200 Zero VOC Latex Eg-Shel, B20-2600 Series, at 4.0 mils wet, 1.7 mils dry, per coat.
 - 4) Topcoat: Latex, interior, semi-gloss, (Gloss Level 4), MPI #43 X-Green: S-W ProMar 200 Zero VOC Latex Semi-Gloss, B31-2600 Series, at 4.0 mils wet, 1.6 mils dry, per coat.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- 5) Topcoat: Latex, interior, gloss, (Gloss Level 5), MPI #54: S-W ProMar 200 Latex Gloss, B11-2200 Series, at 4.0 mils wet, 1.5 mils dry, per coat.
3. Institutional Low-Odor/VOC Latex System: (MPI INT 9.2M)
 - a. Prime Coat: Primer sealer, interior, institutional low odor/VOC, MPI #149. Sherwin-Williams - ProMar 200 Zero - Interior Latex Primer B28W02600/B28WQ2600 (E3)
 - b. Intermediate Coat: Latex, interior, institutional low odor/VOC, matching topcoat.
 - c. Topcoat:
 - 1) Topcoat: Latex, interior, institutional low odor/VOC, flat (Gloss Level 1), MPI #143: Sherwin-Williams SuperPaint Air Purifying, Interior Acrylic Flat, A86W00061 (E3) , at 4.0 mils wet, 1.6 mils dry, per coat.
4. High-Performance Architectural Latex System: (INT 9.2B)
 - a. Prime Coat: Primer sealer, latex, interior, MPI #50. Sherwin-Williams - ProMar 200 Zero - Interior Latex Primer B28W02600/B28WQ2600 (E3)
 - b. Intermediate Coat: Latex, interior, institutional low odor/VOC, matching topcoat.
 - c. Topcoat: Latex, interior, high performance architectural, (Gloss Level 3), MPI #139: Sherwin-Williams ProMar 200 HP Zero VOC, Interior Acrylic Eg-Shel, B20W01951 (E3) , at 4.0 mils wet, 1.6 mils dry, per coat.
5. Water-Based Light Industrial Coating System:
 - a. Prime Coat: Primer sealer, latex, interior, MPI #50 X-Green: S-W ProMar 200 Zero VOC Latex Primer, B28W2600, at 4.0 mils wet, 1.5 mils dry.
 - b. Intermediate Coat: Light industrial coating, interior, water based, matching topcoat.
 - c. Topcoat:
 - 1) Topcoat: Light industrial coating, interior, water based, eggshell, (Gloss Level 3), MPI #151: S-W Pro Industrial Pre-Catalyzed Water based Epoxy, K45-151 Series, at 4.0 mils wet, 1.5 mils dry, per coat.
 - 2) Topcoat: Light industrial coating, interior, water based, semi-gloss, (Gloss Level 5), MPI #153: S-W Pro Industrial Pre-Catalyzed Water based Epoxy, K46-151 Series, at 4.0 mils wet, 1.5 mils dry, per coat.
6. Epoxy-Modified Latex System: (MPI INT 9.2F)
 - a. Prime Coat: Primer sealer, latex, interior, MPI #50: S-W Pro Mar 200 Zero VOC Interior Latex Primer, B28 Series, at 1.0 mils dry, per coat.
 - b. Intermediate Coat: Epoxy-modified latex, interior, matching topcoat.
 - c. Topcoat:
 - 1) Topcoat: Epoxy-modified latex, interior, eggshell, (Gloss Level 3), MPI #115/#115X-Green: S-W Pro Industrial Water based Catalyzed Epoxy Eggshell, B73-360 Series, at 2.0 to 4.0 mils dry, per coat.
 - 2) Topcoat: Epoxy-modified latex, interior, gloss, (Gloss Level 6), MPI #115/#115X-Green: S-W Pro Industrial Water based Catalyzed Epoxy Gloss, B73-300 Series, at 2.0 to 4.0 mils dry, per coat

END OF SECTION

SECTION 224400
PLUMBING SPECIALTIES

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Roof Drains.

1.02 REFERENCES

- A. ASME A112.21.2 - Roof Drains.

1.03 SUBMITTALS FOR REVIEW

- A. Section 013300 - Submittal Procedures: Procedures for submittals.
- B. Product Data: Provide component sizes, rough-in requirements, service sizes, and finishes.
- C. Shop Drawings: Indicate dimensions, weights, and placement of openings and holes.

1.04 SUBMITTALS FOR INFORMATION

- A. Section 013300 - Submittal Procedures: Procedures for submittals.
- B. Manufacturer's Instructions: Indicate Manufacturer's Installation Instructions: Indicate assembly and support requirements.

1.05 SUBMITTALS AT PROJECT CLOSEOUT

- A. Section 017800 - Closeout Submittals: Procedures for submittals.
- B. Project Record Documents: Record actual locations of equipment, cleanouts, water hammer arrestors and specialties.
- C. Maintenance Data: Include installation instructions, spare parts lists, exploded assembly views.

1.06 DELIVERY, STORAGE, AND PROTECTION

- A. Accept specialties on site in original factory packaging. Inspect for damage.

PART 2 - PRODUCTS

2.01 ROOF DRAINS & AREAWAY DRAIN

- A. Round Roof Drain
 - 1. Manufacturer: Zurn Model Z100-DR with Top-Set Drain Riser and sump pan as per manufacturer.
 - a. Fifteen (15) inch diameter roof drain, with adjustable extension, Dura-Coated cast iron body with combination flashing clamp/gravel guard and low silhouette cast iron dome.

MRF Roof, HVAC & Electrical Upgrades
Daniel P. Thomas MRF
Contract No.: 23-519

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Install in accordance with manufacturer's instructions.

END OF SECTION

**SECTION 230010
GENERAL MECHANICAL REQUIREMENTS**

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. This section describes the general requirements for all mechanical items and systems required by the Contract Documents.
- B. Comply with all Contract Requirements, General Conditions, Supplementary Conditions and Division 1 Sections applying to or affecting the Work of Division 23.
- C. Unless specifically dimensioned, the Work shown on the Drawings is in diagrammatic form only to show general arrangement.
- D. Include, in the Work, all accessories and appurtenances, necessary and integral, for the intended operation of any system, component or device, as such systems, components and devices are specified.
- E. Do not install pipe or conduit through ductwork.
- F. If the pipe or duct size shown on the Drawings does not match the connection size of the equipment that it is connected to, provide the necessary transition pieces at the piece of equipment.
- G. Do not use or allow to be used asbestos or asbestos-containing materials on this project. Be rigorous in assuring that all materials, equipment, systems and components thereof do not contain asbestos. Any deviations from this requirement shall be remedied at the Contractor's expense without regard to prior submittal approvals.

1.02 RELATED DOCUMENTS

- A. The General Conditions and General Requirements Division 1 apply to the Work of this Section.

1.03 REFERENCE STANDARDS

- A. Compliance with the following codes and standards shall be required:
 - 1. Codes, Rules and Regulations of the State of New York
 - 2. USAS USA Standards Institute (Formerly ASA)
 - 3. AMCA Air Moving and Conditioning Association
 - 4. ADC Air Diffusion Council
 - 5. NEMA National Electrical Manufacturers Association
 - 6. FM Factory Mutual
 - 7. NFPA National Fire Protection Association
 - 8. ASTM American Society for Testing Materials
 - 9. UL Underwriters Laboratories, Inc.
 - 10. NEC National Electrical Code
 - 11. ASME American Society of Mechanical Engineers
 - 12. ANSI American National Standards Institute
 - 13. OSHA Occupational Safety and Health Act
 - 14. BSA Board of Standards and Appeals
 - 15. MEA Materials and Equipment Acceptance

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

16.	DEC	New York State Department of Environmental Conservation - 6 NYCRR Part 613 Handling and Storage of Petroleum
17.	ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers.
18.	AWWA	American Water Works Association
19.	MSS	Manufacturer's Standardization Society of the Valve and Fitting Industry
20.	ARI	American Refrigeration Institute
21.	SMACNA	Sheet Metal and Air Conditioning Contractor's National Association
22.	TEMA	Tubular Exchanger Manufacturers Association
23.	F.S. or FED	Spec. Federal Specification
24.	ASA	Acoustical Society of America
25.	NACE	National Association of Corrosion Engineers
26.	ASSE	American Society of Sanitary Engineers
27.	NYS Building Code	
28.	NYS Fire Code	
29.	NYS Existing Building Code	
30.	NYS Fuel Gas Code	
31.	NYS Plumbing Code	
32.	NYS Energy Conservation Code	
33.	NYS Mechanical Code	
34.	New York State Industrial Code Rules	
35.	IRI	Industrial Risk Insurers
36.	AGA	American Gas Association
37.	AABC	American Air Balance Council
38.	NEBB	National Environmental Balancing Bureau
39.	AWS	American Welding Society

1.04 DEFINITIONS

- A. "Provide" means furnish and install, complete the specified material, equipment or other items and perform all required labor to make a finished installation.
- B. "Furnish and install" has the same meaning as given above for "Provide."
- C. Refer to General Conditions for other definitions.

1.05 ABBREVIATIONS

- A. Reference by abbreviation may be made in the Specifications and the Drawings in accordance with the following list:
 - 1. HVAC Heating, Ventilating and Air Conditioning
 - 2. CM Construction Manager
 - 3. AC Air Conditioning
 - 4. H & V Heating and Ventilating
 - 5. AWG American Wire Gauge
 - 6. BWG Birmingham Wire Gauge
 - 7. USS United States Standard
 - 8. B & S Brown & Sharpe
 - 9. OS & Y Outside Screw and Yoke
 - 10. IBBM Iron Body Brass Mounted
 - 11. WSP Working Steam Pressure

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- | | | |
|-----|------|---|
| 12. | PSIG | Pounds per Square Inch Gauge |
| 13. | PRV | Pressure Reducing Valve |
| 14. | GPM | Gallons per Minute |
| 15. | MBH | Thousand BTU per hour |
| 16. | BTU | British Thermal Units |
| 17. | WG | Water Gage |
| 18. | LB | Pound (Also shown as: #) |
| 19. | ASME | American Society of Mechanical Engineers |
| 20. | ASTM | American Society for Testing Materials |
| 21. | ABMA | American Boiler Manufacturers Association |
| 22. | ASA | American Standards Associates |
| 23. | MER | Mechanical Equipment Room |
- See Drawings for additional abbreviations

1.06 REVIEW OF CONTRACT DOCUMENTS AND SITE

- A. Give written notice with the submission of bid to the Architect/Engineer of any materials or apparatus believed inadequate or unsuitable, in violation of laws, ordinances, rules or regulations of Authorities having jurisdiction, and any necessary items of work omitted. In the absence of such written notice it is mutually agreed that the Contractor has included the cost of all required items in his proposal for a complete project.
- B. Contractors shall acknowledge that they have examined the Plans, Specifications and Site, and that from his own investigations he has satisfied himself as to the nature and location of the Work; the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials; availability of labor, utilities, roads and uncertainties of weather; the composition and condition of the ground; the characters quality and quantity of subsurface materials to be encountered; the character of equipment and facilities needed preliminary to and during the execution of the Work; all federal, state, county, township and municipal laws, ordinances and regulations particularly those relating to employment of labor, rates of wages, and construction methods; and all other matters which can in any way affect the Work or the cost thereof under this Contract. Any failure by the Contractor to acquaint himself with the available information concerning these conditions will not relieve him from the responsibility for successfully performing the Work.
- C. Owner assumes no responsibility for any understanding or representation made during or prior to the negotiation and execution of this Contract unless such understanding or representations are expressly stated in the Contract and the Contract expressly provides that the responsibility, therefore, is assumed by the Owner.

1.07 MEASUREMENTS

- A. Base all measurements, both horizontal and vertical from established bench marks. Make all Work agree with these established lines and levels. Verify all measurements at site; and check the correctness of same as related to the Work.

1.08 LABOR AND MATERIALS

- A. Provide all materials and apparatus required for the Work of new and first-class quality. Furnish, deliver, arrange, erect, connect and finish all materials and equipment in every detail, so selected and arranged as to fit properly into the building spaces.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- B. Remove all materials delivered, or work erected, which does not comply with Drawings or Specifications, and replace with proper materials, or correct such work as directed, at no additional cost to the Owner.

1.09 COVERING OF WORK

- A. Do not cover up or hide from view any duct, piping, fitting, or other work of any kind before it has been examined or approved by the Architect/Engineer and/or other authority having jurisdiction over the same. Remove and correct immediately any unacceptable or imperfect work or unauthorized or disapproved materials discovered immediately after being disapproved.

1.10 PROTECTION

- A. Protect the Work and material of all trades from damage and replace all damaged material with new.
- B. Protect work and equipment until the Work is finally inspected, tested, and accepted; protect the Work against theft, injury or damage; and carefully store material and equipment received on site which is not immediately installed; close open ends of work with temporary covers or plugs during construction to prevent entry of foreign material.
- C. Preserve all public and private property, along and adjacent to the Work, and use every precaution necessary to prevent damage or injury thereto. Use suitable precautions to prevent damage to pipes, conduits and other underground structures or utilities, and carefully protect from disturbance or damage all property marks until an authorized agent has witnessed or otherwise referenced their location, and do not remove them until directed.

1.11 CUTTING AND PATCHING

- A. Provide all cutting and rough patching required for the Work. Perform all finish patching.
- B. Furnish and locate all sleeves and inserts required before the floors and walls are built, pay the cost of cutting and patching required for pipes where sleeves and inserts were not installed in time, or where incorrectly located. Provide all drilling required for the installation of hangers.
- C. Punch or drill all holes cut through concrete slabs or arches from the underside. Do not cut structural members without the approval of the Architect/Engineer. Perform all cutting in a manner directed by the Architect/Engineer.
- D. Do not do any cutting that may impair strength of building construction. Do not drill any holes, except for small screws, in beams or other structural members without obtaining prior approval. All Work shall be done in a neat manner by mechanics skilled in their trades and as approved.

1.12 SUBMITTALS

- A. Submit for review, shop drawings for all materials and equipment furnished and installed under this Contract. Submissions shall include but not be limited to:
 - 1. Ductwork layout drawings, air devices and accessories
 - 2. Piping and equipment layout drawings.
 - 3. Piping materials, valves, hangers, supports and accessories
 - 4. Automatic temperature control equipment, diagrams and control sequences
 - 5. Equipment, fixtures, and appurtenances

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

6. Insulation
 7. Rigging Plan - Include the name of the rigging company; a layout drawing that details the crane with its outriggers extended outward. Provide dimensions showing how rigging operations will affect the road and parking lines being used, the type of crane and its specification including crane arm height, lift capacity, crane reach.
- B. Reports
1. Compliance with listings and approvals for equipment and for fire ratings.
 2. Acceptance certificates from inspecting agencies.
 3. Complete printed and illustrated operating instructions in report format.
 4. Manufacturer's performance tests of equipment.
 5. Field pipe and duct testing reports.
 6. Field operating test results for equipment.
 7. Performance report on the balancing of air and water systems.
 8. Performance reports for vibration isolation equipment.
 9. Manufacturer's reports on motorized equipment alignment and installation.
- C. Specific references to any article, device, product or material, fixture or item of equipment by name, make or catalog number shall be interpreted as establishing a basis of cost and a standard of quality. All devices shall be of the make and type listed by Special Agencies, such as the Underwriters' Laboratories, and where required, approved by the Fire Department.

1.13 SPACE ALLOTMENTS AND SUBSTITUTIONS

- A. The space allotments and equipment layouts on the Drawings are based on the manufacturer's model indicated or scheduled as the "Basis of Design". Ensure that any equipment that is submitted other than the "Basis of Design" will fit in the space allotment and will provide the necessary maintenance clearances as recommended by the manufacturer. If maintenance clearances are not met, pay for any changes such that maintenance clearances will be met.
- B. Bear all costs associated with re-layout of the equipment, changes to piping/ductwork, and other changes as required if approved equipment other than the "Basis of Design" equipment is purchased. This shall also include any structural steel modifications and structural steel design changes. Submit, at no cost to the Owner, a steel design stamped by a structural engineer licensed in the state in which the Work is to be performed for structural modifications that must be made resulting from the use of equipment other than the "Basis of Design" or not specified.

1.14 PAINTING

- A. Prime paint all bare supplemental steel, supports and hangers required for the installation of Division 23 Work in accordance with "Painting" Specification Section. Touch up welds of galvanized surfaces with galvanizing primer.

1.15 MATERIAL SAFETY DATA SHEETS

- A. Submit material safety data sheets (MSDS) for all chemicals, hydraulic fluids, seal oils, lubricating oils, glycols and any other hazardous materials used in the performance of the Work, in accordance with the US Department of Labor, Occupational Safety and Health Administration (OSHA) hazard communication and right-to-know requirements stipulated in 29 CFR 1910.1200 (g).

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

1.16 MOTORS AND STARTERS

- A. Provide new NEMA Standard electric motors, sized and designed to operate at full load and full speed continuously without causing noise, vibration, and temperature rise in excess of their rating. Provide motors with a service factor of at least 1.15.
- B. Equip motors for belt driven equipment with rails with adjusting screws for belt tension adjustment. Weather protect motors exposed to the weather.
- C. Install high efficiency electric motors for air handling units, relief fans, and exhaust fans.
- D. Provide all motors for use with Variable Frequency Drives with "high efficiency inverter duty" insulation class "F" with class "B" temperature rise and that conform to or exceed the International Energy Conservation Code or the Federal EP Act of 1992 requirements for efficiency.
- E. Provide stainless steel nameplates, permanently attached to the motor, and having the following information as a minimum:
 - 1. Manufacturer
 - 2. Type
 - 3. Model
 - 4. Horsepower
 - 5. Service Factor
 - 6. RPM
 - 7. Voltage/Phase/Frequency
 - 8. Enclosure Type
 - 9. Frame Size
 - 10. Full-Load Current
 - 11. UL Label (where applicable)
 - 12. Lead Connection Diagram
 - 13. Bearing Data
 - 14. Efficiency at Full Load.
- F. Provide motors whose sound power levels do not exceed that recommended in NEMA MG 1-12.49.
- G. Provide motors with drive shafts long enough to extend completely through belt sheaves when sheaves are properly aligned and balanced.
- H. Protect motor starters on equipment located outdoors in weatherproof NEMA 4X enclosures.
- I. Provide weatherproof NEMA 4X disconnect switches when located outdoors.
- J. Motor Characteristics:
 - 1. 120V/1/60 Hz, 208V/1/60 Hz or 240V/1/60 Hz: Capacitor start, open drip-proof type, ball bearing, rated 40 C. continuous rise.
 - 2. 208V/3/60 Hz, 240V/3/60 Hz or 460/3/60 Hz: NEMA B, normal starting torque, single speed, squirrel-cage type, open drip-proof, rated 40 C continuous rise, with ball bearings rated for B-10 life of 100,000 hours and fitted with grease fittings and relief ports. Provide motors with aluminum end brackets with steel inserts in bearing cavities.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

1.17 ACOUSTICAL PERFORMANCE OF EQUIPMENT AND SYSTEMS

- A. Install the Work in such a manner that noise levels from operation of motor driven equipment, whether airborne or structure-borne, and noise levels created by or within air handling equipment and air distribution and control media, do not exceed sound pressure levels determined by the noise criteria curves published in the ASHRAE guide.
- B. Acoustical Tests
 - 1. Owner may direct the Contractor to conduct sound tests for those areas he deems too noisy.
 - 2. If NC level exceeds the requirements of the Contract Documents due to improper installation or operation of mechanical systems, make changes or repairs to bring noise levels to within required levels.
 - 3. Retest until specified criteria have been met.

1.18 OPERATING AND MAINTENANCE INSTRUCTIONS

- A. Instructions and Demonstration for Owner's Personnel
 - 1. Provide operating and maintenance instruction to the Owner when project is completed and all HVAC equipment serving the building is ready to be turned over to the Owner.
 - 2. Turn over the HVAC equipment to the Owner only after the final testing and proper balancing of HVAC systems.
 - 3. Instruct the Owner's personnel in the use, operation and maintenance of all equipment of each system.
 - 4. The above instruction requirements are in addition to that specified for specific equipment or systems. Conform to specified requirements if more stringent or longer instruction is specified for specific equipment or systems.

1.19 CODES, RULES, PERMITS & FEES

- A. Give all necessary notices, obtain all permits and pay all government sales taxes, fees, and other costs, in connection with the Work. Unless indicated otherwise, fees for all utility connections, extensions, and tap fees for water, storm, sewer, gas, telephone, and electricity will be paid directly to utility companies and/or agencies by the Owner. File all necessary plans, prepare all documents and obtain all necessary approvals of all governmental departments having jurisdiction; obtain all required certificates of inspection for the Work and deliver same to the Owner's Representative before request for acceptance and final payment for the Work.
- B. Conform to the requirements of the NFPA, NEC, FM, UL and any other local or State codes which may govern.

1.20 RECORD DRAWINGS

- A. During the progress of the Work, make a record set of drawings of all changes by which the actual installation differs from the Drawings.
- B. Create all record drawings in AutoCAD version 2013 or later in .dwg format. Upon completion of the Work, submit to the Architect/Engineer for approval three complete sets of hard copies of the record drawings, of the same size as the Drawings for approval. Upon approval by the Architect/Engineer furnish the Owner a CD copy of the record drawings along with one hard copy for his records.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

3.01 CLEANING AND ADJUSTING

- A. Cleaning
 - 1. Blow out, clean and flush each system of piping and equipment, to thoroughly clean the systems.
 - 2. Clean all materials and equipment; leave in condition ready to operate and ready to receive final finishes where required.
 - 3. Clean the operating equipment and systems to be dust free inside and out.
 - 4. Clean concealed and unoccupied areas such as plenums, pipe and duct spaces and equipment rooms to be free of rubbish and dust.
- B. Adjusting
 - 1. Adjust and align equipment interconnected with couplings or belts.
 - 2. Adjust valves of all types and operating equipment of all types to provide proper operation.
 - 3. Clean all strainers after system cleaning and flushing and again before system startup.
- C. Lubrication
 - 1. Lubricate equipment as recommended by the manufacturer, during temporary construction use.
 - 2. Provide complete lubrication just prior to acceptance.
- D. Permanent Equipment Operating During Construction
 - 1. Use only in same service as the permanent applications.
 - 2. Use disposable filters during temporary operation.
 - 3. Replace expendable media, including belts used for temporary operation and similar materials just prior to acceptance of the Work.
 - 4. Repack packing in equipment operated during construction just prior to system acceptance, using materials and methods specified by the equipment manufacturer.
- E. Retouch or repaint equipment furnished with factory finish as required to provide same appearance as new.
- F. Tools
 - 1. Provide one set of specialized or non-standard maintenance tools and devices required for servicing the installed equipment.

3.02 EQUIPMENT BASES, PLATFORMS AND SUPPORTS

- A. Provide supporting platforms, steel supports, anchor bolts, inserts, etc., for all equipment and apparatus provided.
- B. Obtain prior approval for installation method of structural steel required to frame into building structural members for the proper support of equipment, conduit, etc. Welding will be permitted only when approved by the Architect/Engineer.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- C. Submit shop drawings of supports to the Architect/Engineer for approval before fabricating or constructing.
- D. Provide leveling channels, anchor bolts, complete with nuts and washers, for all apparatus and equipment secured to concrete pads and further supply exact information and dimensions for the location of these leveling channels, anchor bolts, inserts, concrete bases and pads.
- E. Where supports are on concrete construction, take care not to weaken concrete or penetrate waterproofing.

3.03 ACCESSIBILITY

- A. Install valves, dampers and other items requiring access conveniently and accessibly located with reference to the finished building.

3.04 USE OF EQUIPMENT

- A. The use of any equipment, or any part thereof, even with the Owner's consent, is not an indication of acceptance of the Work on the part of the Owner, nor shall it be construed to obligate the Owner in any way to accept improper work or defective materials.

3.05 MODIFICATIONS OF EXISTING WORK

- A. Coordinate the Work with all other contractors and provide necessary dimensions for all openings. Provide all cuts and openings which are necessary for the Work for passage of piping and ductwork
- B. Upon completion, remove all temporary piping and equipment, shoring, scaffolds, etc., and leave all areas clean and free from material and debris resulting from the Work performed under this Section. Provide rough patching in areas required.

3.06 EQUIPMENT INSTALLATION

- A. Locate and set equipment anchor bolts, dowels and aligning devices for equipment requiring them.
- B. Level and shim the equipment; coordinate and oversee the grouting work.
- C. Perform field assembly, installation and alignment of equipment under direct supervision provided by the manufacturer or with inspections, adjustments and approval by the manufacturer.
- D. Alignment and Lubrication Certification for Motor Driven Apparatus
 - 1. After permanent installation has been made and connections have been completed, but before the equipment is continuously operated, have a qualified representative of the equipment manufacturer inspect the installation and report in writing on the manufacturer's letterhead on the following:
 - a. Whether shaft, bearing, seal, coupling, and belt drive alignment and doweling is within the manufacturer's required tolerances so that the equipment will remain aligned in the normal service intended by the Contract Documents and that no strain or distortion will occur in normal service.
 - b. That all parts of the apparatus are properly lubricated for operation.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- c. That the installation is in accordance with manufacturer's instructions.
- d. That suitable maintenance and operating instructions have been provided for the Owner's use.
- e. Make any corrections to items that are required or recommended based on the manufacturer's inspection and have the equipment re-inspected.

E. Belt Drives

- 1. V-belt drives - a driving and driven sheave grooved for belts of trapezoidal cross-section. Construct belts of fabric and rubber so designed so as not to touch the bottom of the grooves, the power being transmitted by the contact between the belts and V-shaped groove sides. Design drives for a minimum of 150 percent of motor horsepower. Provide companion type driven sheaves.
- 2. Select drives to provide for 12-1/2 percent variation in speed, plus or minus, from specified speed. Provide all motors with adjustable sheaves except where indicated otherwise in the Specifications or on the Drawings.
- 3. Install all fans with adjustable pitch sheaves on their drive motors. Select sheaves to provide air quantities under specified conditions. Put air systems into operation, and determine as a result of the completed air balance the actual size of sheaves required to produce specified air quantities on installed systems. The adjustable pitch sheaves shall then be replaced with the proper size fixed sheaves. Remove adjustable pitch sheaves from premises. Provide fixed motor sheaves manufactured by Wood's.
- 4. Where indicated on the Drawings or specified, provide spare motor, bearings, and belts.

F. Machinery Guards

- 1. Protect motor drives by guards furnished by the equipment manufacturer or in accordance with the Sheet Metal and Air Conditioning Contractors National Association's Low Pressure Duct Manual. Provide guards of all types approved as acceptable under OSHA Standards.

G. Equipment Start-up

- 1. Require each equipment manufacturer to provide qualified personnel to inspect and approve equipment and installation and to supervise the start-up of the equipment and to supervise the operating tests of the equipment.
- 2. If a minimum number of hours for start-up and instruction are not stated with the equipment specifications, these shall be 2 full 8-hour working days as a minimum.
- 3. Advise Owner of start-up at least 72 hours in advance.

3.07 CLOSEOUT PROCEDURES

A. Punchlist:

- 1. Contractor shall submit written notice of substantial completion prior to requesting punchlist inspection.
- 2. Contractor shall submit all air and hydronic test balance reports a minimum of 5 days prior to requesting punchlist inspection. The reports shall be complete for all subject equipment. If any reports are missing or incomplete, contractor shall identify those items and provide a schedule of balancing completion and excepted report submission.
- 3. If contractor requests a punchlist inspection and engineer finds incomplete work within the work claimed to be substantially complete, the engineer will inform the contractor and may (at engineer's discretion) terminate the inspection prior to reviewing all work. The Contractor will be responsible for re-imbursing engineer for subsequent punchlist activities.
- 4. Upon receipt of engineer's punchlist inspection report, the contractor shall respond to each comment with an acknowledgement or disagreement and written explanation of disagreement.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

5. The contractor may respond with acknowledgement by providing photo of corrective action, or at the engineer's discretion and upon contractor's written confirmation that all punchlist items have been addressed, may request a final punchlist inspection.
- B. General Operating and Maintenance Instructions: Arrange for each installer of operating equipment and other work that requires regular or continuing maintenance, to meet at the site with the Owner's personnel to provide necessary basic instructions in the proper operation and maintenance of the entire Work. Where installers are not expert in the required procedures, include instruction by the manufacturer's representatives.
- C. Where applicable, provide instruction and training, including application of special coatings systems, at manufacturer's recommendation.
- D. Provide a detailed review of the following items:
 1. Maintenance manuals
 2. Record documents and catalog cuts for each piece of equipment.
 3. Spare parts and materials
 4. Tools
 5. Lubricants
 6. Fuels
 7. Identification systems
 8. Control sequences
 9. Hazards
 10. Cleaning
- E. Warranties, bonds, maintenance agreements, and similar continuing commitments.
- F. Demonstrate the following procedures:
 1. Start-up
 2. Shut-down
 3. Emergency operations
 4. Noise and vibration adjustments
 5. Safety procedures
 6. Economy and efficiency adjustments
 7. Effective energy utilization.
- G. Prepare instruction periods to consist of approximately 50% classroom instruction and 50% "hands-on" instruction. Provide minimum instruction periods as follows:

Systems or Equipment	Training Time (Hours)
Roof Top Units	8 hrs.
Condensor Units	8 hrs.
Air Handlers	8 hrs.
DDC Control System	24 hrs.
All other equipment	4 hrs. (each)

Note: Consult individual equipment specification sections for additional training requirements.

- H. Prepare a written agenda for each session and submit for review and approval. Include date, location, purpose, specific scope, proposed attendance and session duration.

MRF Roof, HVAC & Electrical Upgrades
Daniel P. Thomas MRF
Contract No.: 23-519

- I. Record training sessions in digital format, format as selected by the Owner. Turn over digital files to the Owner after training has been completed.

END OF SECTION

SECTION 230015
MECHANICAL DEMOLITION

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. This Section describes the draining, disconnecting, dismantling, demolition, removal, relocation, rerouting and reconnection of existing mechanical facilities, in a neat and workmanlike manner, of mechanical systems, materials and accessories as required, as shown on the Drawings and specified herein, to accomplish alteration, restoration and to accommodate the Work.

1.02 RELATED WORK

- A. General Mechanical Requirements - Section 230010

1.03 REFERENCES

- A. BOCA Building Code
- B. NFPA Fire Code
- C. ANSI A10.6 - Safety Requirements for Demolition
- D. National Association of Demolition Contractors (NADC) - Demolition Safety Manual
- E. NFPA 51B - Cutting and Welding Processes
- F. NFPA 70 - National Electrical Code
- G. NFPA 241 - Safeguarding Building Construction and Demolition Operations
- H. OSHA 29 CRF 1910 - Occupational Safety and Health Standards
- I. US EPA - Clean Air Act Amendment of 1990.

1.04 SUBMITTALS

- A. Demolition Schedule
- B. Fire Watch Procedures
- C. Inspection Report of Underground Piping Systems
- D. Welding/Burning Permit - Obtain a welding/burning permit from the local Fire Official prior to the start of any welding or burning in accordance with the local Fire Code or as required by the Owner.

1.05 QUALITY ASSURANCE

- A. Only employ workers skilled in the specific trades involved for cutting, patching and removal.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- B. Job Conditions: Prior to start of the Work, make an inspection accompanied by the Architect/Engineer to determine physical condition of adjacent construction that is to remain.

1.06 SPECIAL PRECAUTIONS

- A. Do not torch cut ductwork.
- B. Torch cutting of other mechanical equipment will be permitted only with the specific written approval of the Architect/Engineer.
- C. Include "Fire Watch" procedures as required by the Fire Code and/or Owner's Fire Insurance Carrier for any cutting work that may produce sparks. Submit fire watch procedures for approval.
- D. Perform draining operations so that damage to existing building components does not occur.

PART 2 - PRODUCTS

2.01 GENERAL

- A. Adequately sized rubbish containers for the proper and safe disposal of all debris.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Construct temporary partitions enclosing respective work prior to any demolition work. Erect temporary fencing and signage around demolished materials.
- B. Protect existing materials and equipment which are not to be demolished.
- C. Prevent movement of structure; provide required bracing and shoring.
- D. Do not begin the work until the time schedules and manner of operations have been approved by the Architect/Engineer and Owner. Include all interruptions of existing services in schedules submitted for approval by the Architect/Engineer and Owner.

3.02 GENERAL

- A. Provide alteration and demolition of mechanical facilities as required by the Drawings and Specifications. The Drawings are diagrammatic and do not show the exact location of all existing mechanical work. Where existing equipment is to remain in service during construction, provide rerouting and reconnection of mechanical services as required to maintain continuous service.
- B. Review all equipment with the Architect/Engineer and Owner prior to disposal. Completely remove existing ductwork, piping, conduit and similar items to be abandoned that are not embedded in walls or floor slabs unless otherwise shown on the Drawings. Cap open ends at all walls and floors.
- C. Remove, store and protect all equipment or materials designated to be turned over to the Owner. Coordinate exact location of storage with the Owner.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- D. Temporarily cap ends of ductwork, piping and sanitary vent piping to avoid entry of dirt, debris, or discharge of foul odors and gases.
- E. Where existing louvers or ductwork penetrations are to remain, blank-off the opening on the inside with galvanized sheet metal on both sides of 2-inch thick, 6 pcf density rigid fiberglass board insulation. Paint side attached to the opening with weather resistant flat black paint.
- F. Do not close or obstruct egress width to exits.
- G. Do not disable or disrupt building fire or life safety systems without five (5) days prior written notice to the Architect/Engineer and Owner.
- H. Conform to procedures applicable when discovering hazardous or contaminated materials.
- I. Conduct demolition to minimize interference with adjacent building structures or Owner's operations.
- J. Cease operations immediately if structure appears to be in danger or hazardous materials are encountered. Notify Architect/Engineer. Do not resume operations until directed.
- K. Demolish in an orderly and careful manner. Do not cut or remove more than is necessary to accommodate the new construction or alteration.
- L. Remove demolished materials from site daily. Do not burn or bury materials on site. Dispose of all material at an approved disposal facility.
- M. Protect finished surfaces at all times and repair or replace, if damaged, to match existing construction to the satisfaction of the Architect/Engineer.

3.03 PIPING REMOVAL

- A. Cut off all welded piping square at the locations indicated on the Drawings. No cutting is required where the demolition ends at a flanged valve or equipment. Close off all openings of any remaining valves, piping or fittings with weld caps or blind flanges to prevent debris from entering the existing system.
- B. Disconnect all threaded piping at the location indicated on the Drawings. Close off all openings of remaining valves, piping, fittings and equipment with pipe plugs or pipe caps as required to prevent debris from entering the existing systems.
- C. Remove all pipe hangers, supports, miscellaneous steel and anchors with the piping.

3.04 PROTECTION FROM FREEZING

- A. It is intended that the building remain protected from damage due to freezing temperatures. To that end, keep in place and in operation existing equipment and systems used for heating until scheduling permits shutdown.
- B. Where the removal of equipment, etc. will leave an area unprotected from freezing, notify the Owner and Architect/Engineer at least 72 hours in advance prior to removal so appropriate steps can be taken by the Owner to protect the area. Provide temporary heating equipment sufficient to prevent freezing.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- C. It is the Contractor's responsibility to ensure that piping systems that are being worked on are completely drained from water prior to the start of demolition. If water is not drained and the water freezes it is the Contractor's responsibility to replace piping and repair all damages caused by water leakage at his own expense.

3.05 DISCONNECTION AND INTERRUPTION OF MECHANICAL SERVICES

- A. When portions of an existing piping system or ductwork system are removed, and this removal causes loss of operation to another piece of equipment due to open or disconnected piping or ductwork, cap piping or ductwork or provide temporary piping or ductwork system to retain operation of the system.

3.06 MECHANICAL EQUIPMENT REMOVAL

- A. Remove all mechanical equipment as shown on the Drawings. Remove all electrical work, including wiring between equipment, and wiring to power source or point of origin.
- B. Where equipment is supported by steel and/or structural supports, remove these supports.

3.07 REFRIGERANT REMOVAL

- A. Recover and dispose of all existing refrigerant charges in accordance with EPA regulations. Comply with all regulations applicable to the release of chlorofluorocarbon refrigerants to the atmosphere.

3.08 DUCTWORK REMOVAL

- A. Disconnect all ductwork which must be removed, at the closest joint and support the remaining ductwork.
- B. Prepare all remaining ductwork joints at the point of disconnection to receive new ducts or blank-off panels.
- C. Remove all ductwork supports and miscellaneous steel with ductwork to be demolished.

3.09 INSULATION REMOVAL

- A. Remove insulation, together with all piping, fittings, valves and equipment designated for demolition.

3.10 CONTROL WIRING REMOVAL

- A. Disconnect and remove all control wiring and tubing, including conduit, for the Automatic Temperature Control (ATC) System associated with equipment and systems to be removed.

END OF SECTION

**SECTION 230135
HVAC SYSTEM CLEANING**

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. This section describes the tools, procedures and performance required for cleaning of the existing HVAC system.
- B. NADCA Standards: The HVAC system cleaning contractor shall perform the services specified here in accordance with the current published standards of the National Air Duct Cleaners Association (NADCA).
 - 1. All terms in this specification shall have their meaning defined as stated in the NADCA Standards.
 - 2. NADCA Standards shall be followed with no modifications or deviations being allowed.
- C. Scope: This section defines the minimum requirements necessary to render HVAC components clean, and to verify the cleanliness through inspection and/or testing in accordance with items specified herein and applicable NADCA Standards.
- D. The Contractor shall be responsible for the removal of visible surface contaminants and deposits from within the HVAC system in strict accordance with these specifications.
- E. The HVAC system includes any interior surface of the facility's air distribution system for conditioned spaces and/or occupied zones. This includes the entire heating, air-conditioning and ventilation system from the points where the air enters the system to the points where the air is discharged from the system. The return air grilles, return air ducts, and outdoor air ducts, to the air handling unit (AHU), the interior surfaces of the AHU, mixing box, coil compartment, condensate drain pans, humidifiers and dehumidifiers, supply air ducts, fans, fan housing, fan blades, air wash systems, spray eliminators, turning vanes, filters, filter housings, reheat coils, and supply diffusers are all considered part of the HVAC system. The HVAC system may also include other components such as dedicated exhaust and ventilation components and make-up air systems.

1.02 QUALITY ASSURANCE

- A. Contractors' personnel shall have OSHA Certification for OSHA 40-hour HAZWOPER, OSHA Lockout Tagout Procedures and OSHA Permit required, Confined Space Entry. Certifications shall be included with bid, in order for the bid to be considered.
- B. Contractor shall have at least two (2) years experience in air duct cleaning. Three (3) commercial references, including contract name and telephone number shall be submitted with bid, in order for the bid to be considered.
- C. Membership: The HVAC system cleaning contractor shall be a certified member of the National Air Duct Cleaners Association (NADCA), or shall maintain membership in a nationally recognized non-profit industry organization dedicated to the cleaning of HVAC systems.
- D. Certification: The HVAC system cleaning contractor shall have a minimum of one (1) Air System Cleaning Specialist (ASCS) certified by NADCA on a full time basis, or shall have staff certified by a nationally recognized certification program and organization dedicated to the cleaning of HVAC systems.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- E. Supervisor Qualifications: A person certified as an ASCS by NADCA, or maintaining an equivalent certification by a nationally recognized program and organization, shall be responsible for the total work herein specified.
- F. Experience: The HVAC system cleaning contractor shall submit records of experience in the field of HVAC system cleaning as requested by the Owner. Bids shall only be considered from firms which are regularly engaged in HVAC system maintenance with an emphasis on HVAC system cleaning and decontamination.
- G. Equipment, Materials and Labor: The HVAC system cleaning contractor shall possess and furnish all necessary equipment, materials and labor to adequately perform the specified services.
 - 1. The contractor shall assure that its employees have received safety equipment training, medical surveillance programs, individual health protection measures, and manufacturer's product and material safety data sheets (MSDS) as required for the work by the U.S. Occupational Safety and Health Administration, and as described by this specification. For work performed in countries outside of the U.S.A., contractors shall comply with applicable national safety codes and standards.
 - 2. The contractor shall maintain a copy of all current MSDS documentation and safety certifications at the site at all times, as well as comply with all other site documentation requirements of applicable OSHA programs and this specification.
 - 3. Contractor shall submit to the Owner and Engineer/ Architect, all Material Safety Data Sheets (MSDS) for all chemical products proposed to be used in the cleaning process.
- H. Licensing: The HVAC system cleaning contractor shall provide proof of maintaining the proper license(s), if any, as required to do work in this state. Contractor shall comply with all Federal, state and local rules, regulations, and licensing requirements.

1.03 REFERENCES

- A. National Air Duct Cleaners Association (NADCA): "Assessment, Cleaning & Restoration of HVAC Systems (ACR 2005)," 2004.
- B. National Air Duct Cleaners Association (NADCA): "Understanding Microbial Contamination in HVAC Systems," 1996.
- C. National Air Duct Cleaners Association (NADCA): "Introduction to HVAC System Cleaning Services," 2004.
- D. National Air Duct Cleaners Association (NADCA): Standard 05 "Requirements for the Installation of Service Openings in HVAC Systems," 2004.
- E. Underwriters' Laboratories (UL): UL Standard 181.
- F. American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE): Standard 62-89, "Ventilation for Acceptable Indoor Air Quality".
- G. Environmental Protection Agency (EPA): "Building Air Quality," December 1991.
- H. Sheet Metal and Air Conditioning Contractors' National Association (SMACNA): "HVAC Duct Construction Standards - Metal and Flexible," 1985.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- I. North American Insulation Manufacturers Association (NAIMA): "Cleaning Fibrous Glass Insulated Air Duct Systems," 1993.

1.04 LABORATORY SERVICES

- A. Contractor shall provide testing and analysis of contaminants such as Legionella, asbestos, microbials or any other hazardous airborne particulates using the (Air Conveyance System) as a pollutant pathway should such testing be deemed necessary. Swipe samples of the ACS shall be used to determine what contaminants are present. Laboratory results shall be included as part of the prepared Mechanical Hygiene Report.

1.05 SCOPE OF WORK - EXISTING AIR CONVEYANCE SYSTEM CLEANING

- A. The entire air distribution system in the building shall be cleaned as per this specification this shall include all supply, return and exhaust ductwork, reheat coils and all air outlets and inlets.
- B. Existing Air Duct Cleaning
 - 1. Access points shall be strategically placed throughout the supply and return duct systems, as required. SMACNA approved insulated access doors shall be used upon closure to prevent heat loss/gain, and to facilitate inspection.
 - 2. Interior surfaces of the ductwork, dampers, turning vanes, shall be cleaned by using HEPA filtered vacuums, rotary brush and air whip dislodging systems, and contact cleaning as required.
- C. Sanitizing Existing Ductwork:
 - 1. Upon completion of cleaning, sanitizing shall be performed throughout the entire air conveyance system. This process shall eliminate mold, bacteria, odors and viruses, plus retard their growth.

1.06 NOTIFICATION

- A. The Contractor shall notify the Owner that prior to commencing of the cleaning work, the Owner shall remove the smoke detectors and other safety devices from the ductwork.

1.07 HEALTH AND SAFETY REQUIREMENTS

- A. Safety Standards: Cleaning contractors shall comply with applicable federal, state, and local requirements for protecting the safety of the contractor's employees, building occupants, and the environment. In particular, all applicable standards of the Occupational Safety and Health Administration (OSHA) shall be followed when working in accordance with this specification.
- B. Occupant Safety: No processes or materials shall be employed in such a manner that they will introduce additional hazards into occupied spaces.
- C. Disposal of Debris: All Debris removed from the HVAC System shall be disposed of in accordance with applicable federal, state and local requirements.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

PART 2 - PRODUCTS

2.01 GENERAL

- A. Contractor shall provide all necessary material and tools to provide access doors in the ductwork to reach the areas around dampers and turning vanes, bends, coils, smoke detectors, etc.

2.02 ACCESS DOORS

- A. Sandwich access door shall be as manufactured by:
 - 1. DUCTMATE INDUSTRIES, INC.
 - 2. Approved Equal.
- B. Composition and material
 - 1. The sandwich access door shall consist of three layers of precision stamped hot-dipped galvanized steel.
 - 2. The inside door shall combine two layers of metal which be shall spot welded together along the rim, encapsulating high density fiberglass insulation - UL classified FHC25/50.
 - 3. The inside surface of the access door shall be smooth to minimize friction.
 - 4. Gasket: Closed cell neoprene gasket shall be UL94HF1 listed with a service temperature range of (ASTM D746) -20°F to 200°F. The gasket shall be permanently bonded to the inside of the door to eliminate leakage.
 - 5. Springs: Zinc plated conical springs shall be installed over the bolts, between the inner and outer door, to facilitate opening.
 - 6. Knobs: Knobs shall have threaded metal inserts to eliminate thread stripping. Knobs shall be easily turned by hand without wrenches. UL94HB listed.
 - 7. Bolts: Zinc plated carriage bolts shall be clinched and sealed to the inner door.
 - 8. Template: Self-adhesive cut-around template shall be provided for the exact size of cut opening required.
 - 9. Technical Data: Each door shall be tested to 20" WG with no leakage noted.
 - 10. Guarantees: The Sandwich Access Door shall be guaranteed against defective material.

2.03 TOOLS AND EQUIPMENT

- A. Contractor, shall utilize HEPA filters and vacuums meeting the following minimum requirements:
 - 1. Vacuum: CFM minimum - 6,000
 - 2. HEPA filter: 99.97% collection efficiency for particulates 0.3 microns or greater

2.04 SANITIZING

- A. Upon completion of cleaning, sanitizing will be performed throughout the entire air conveyance system. Sanitizer will be fogged into ACS using a portable fogging system. Envirocon or other EPA Registered sanitizer will be used.

PART 3 - EXECUTION

3.01 INSPECTION/PREPARATION

- A. HVAC System Component Inspections: Prior to the commencement of any cleaning work, the HVAC system cleaning contractor shall perform a visual inspection of the HVAC system to determine appropriate methods, tools, and equipment required to satisfactorily complete this

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

project. The cleanliness inspection should include air handling units and representative areas of the HVAC system components and ductwork. In HVAC systems that include multiple air handling units, a representative sample of the units should be inspected.

- B. The cleanliness inspection shall be conducted without negatively impacting the indoor environment through excessive disruption of settled dust, microbial amplification or other debris. In cases where contamination is suspected, and/or in sensitive environments where even small amounts of contaminant may be of concern, implement environmental engineering control measures.
- C. Damaged system components found during the inspection shall be documented and brought to the attention of the Owner.
- D. Site Evaluation and Preparations: Contractor shall conduct a site evaluation, and establish a specific, coordinated plan which details how each area of the building will be protected during the various phases of the project.
- E. Protect all furniture and flooring in the work area using clean protective coverings. Perform cleanup of these areas by use of HEPA filtered vacuums, to avoid recontamination of occupied space.
- F. Contractor prior to his work shall check if the smoke detectors were removed from the ductwork.
- G. Insulation: Identify areas of internally lined air conveyance systems that are deteriorated and negatively impacting air quality. Notify the Owner of these conditions so that he may correct them.
- H. Inspector Qualifications: Qualified personnel should perform the HVAC cleanliness inspection to determine the need for cleaning. At a minimum, such personnel should have an understanding of HVAC system design, and experience in utilizing accepted indoor environmental sampling practices, current industry HVAC cleaning procedures, and applicable industry standards.

3.02 GENERAL DUCT CLEANING REQUIREMENTS

- A. Install filter material over all terminal diffusers to protect surrounding areas during cleaning operation. Remove all filter material from diffusers after cleaning is complete.
- B. Wherever grilles and/or diffusers are removable, they shall be removed, vacuum cleaned, washed, dried, and then replaced. Welded or fixed grilles shall be cleaned in place.
- C. Interior surfaces of the ductwork, dampers, turning vanes, VAV boxes, and reheat coils shall be cleaned by using HEPA filtered vacuums, rotary brush and air whip dislodging systems, and contact cleaning as required. All removable diffusers shall be removed for cleaning, while others shall be done in place.
- D. All internally lined ductwork and flex duct shall be cleaned using soft nylon brushes for dislodging, to avoid damage to fibrous insulation.
- E. Containment: Debris removed during cleaning shall be collected and precautions shall be taken to ensure that debris is not otherwise dispersed outside the HVAC system during the cleaning process.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- F. **Particulate Collection:** Where the Particulate Collection Equipment is exhausting inside the building, HEPA filtration with 99.97% collection efficiency for 0.3-micron size (or greater) particles shall be used. When the Particulate Collection Equipment is exhausting outside the building, Mechanical Cleaning operations shall be undertaken only with Particulate Collection Equipment in place, including adequate filtration to contain debris removed from the HVAC system. When the Particulate Collection Equipment is exhausting outside the building, precautions shall be taken to locate the equipment down wind and away from all air intakes and other points of entry into the building.
- G. **Controlling Odors:** Measures shall be employed to control odors and/or mist vapors during the cleaning process.
- H. **Component Cleaning:** Cleaning methods shall be employed such that all HVAC system components must be Visibly Clean as defined in applicable standards (see NADCA Standards). Upon completion, all components must be returned to those settings recorded just prior to cleaning operations.
- I. **Air-Volume Control Devices:** Dampers and any air-directional mechanical devices inside the HVAC system shall have their position marked prior to cleaning and, upon completion, must be restored to their marked position.
- J. **Service Openings:** The contractor shall utilize service openings, as required for proper cleaning, at various points of the HVAC system for physical and mechanical entry, and inspection.
 - 1. Contractor shall utilize the existing service openings already installed in the HVAC system where possible.
 - 2. Other openings shall be created where needed and they shall be created so they can be sealed in accordance with industry codes and standards.
 - 3. Closures shall not significantly hinder, restrict, or alter the airflow within the system.
- K. **Closures shall be properly insulated to prevent heat loss/gain or condensation on surfaces within the system.**
 - 1. Openings shall not compromise the structural integrity of the system.
 - 2. Construction techniques used in the creation of openings shall conform to requirements of applicable building and fire codes, and applicable NFPA, SMACNA and NADCA Standards.
 - 3. Cutting service openings into flexible duct is not permitted. Flexible duct shall be disconnected at the ends as needed for proper cleaning and inspection.
 - 4. Rigid fiber glass duct systems shall be resealed in accordance with NAIMA recommended practices. Only closure techniques that comply with UL Standard 181 or UL Standard 181a are suitable for fiber glass duct system closures.
 - 5. All service openings capable of being re-opened for future inspection or remediation shall be clearly marked and shall have their location reported to the Owner in project report documents.
- L. **Ceiling sections (tile):** The contractor may remove and reinstall ceiling sections to gain access to HVAC systems during the cleaning process.
- M. **Air distribution devices (registers, grilles & diffusers):** The contractor shall clean all air distribution devices.
- N. **Duct Systems.** Contractor shall:

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

1. Create service openings in the system as necessary in order to accommodate cleaning of otherwise inaccessible areas.
2. Mechanically clean all duct systems to remove all visible contaminants, such that the systems are capable of passing Cleaning Verification Tests (see NADCA Standards).

3.03 DUCT CLEANING METHODOLOGY

- A. Source Removal Cleaning Methods: The HVAC system shall be cleaned using Source Removal mechanical cleaning methods designed to extract contaminants from within the HVAC system and safely remove contaminants from the facility. It is the contractor's responsibility to select Source Removal methods that will render the HVAC system Visibly Clean and capable of passing cleaning verification methods (See applicable NADCA Standards) and other specified tests, in accordance with all general requirements. No cleaning method, or combination of methods, shall be used which could potentially damage components of the HVAC system or negatively alter the integrity of the system.
1. All methods used shall incorporate the use of vacuum collection devices that are operated continuously during cleaning. A vacuum device shall be connected to the downstream end of the section being cleaned through a predetermined opening. The vacuum collection device shall be of sufficient power to render all areas being cleaned under negative pressure, such that containment of debris and the protection of the indoor environment are assured.
 2. All vacuum devices exhausting air inside the building shall be equipped with HEPA filters (minimum efficiency), including hand-held vacuums and wet-vacuums.
 3. All vacuum devices exhausting air outside the facility shall be equipped with Particulate Collection including adequate filtration to contain Debris removed from the HVAC system. Such devices shall exhaust in a manner that will not allow contaminants to re-enter the facility. Release of debris outdoors must not violate any outdoor environmental standards, codes or regulations.
 4. All methods require mechanical agitation devices to dislodge debris adhered to interior HVAC system surfaces, such that debris may be safely conveyed to vacuum collection devices. Acceptable methods will include those, which will not potentially damage the integrity of the ductwork, nor damage porous surface materials such as liners inside the ductwork or system components.
- B. Methods of Cleaning Fibrous Glass Insulated Components
1. Fibrous glass thermal or acoustical insulation elements present in any equipment or ductwork shall be thoroughly cleaned with HEPA vacuuming equipment, while the HVAC system is under constant negative pressure, and not permitted to get wet in accordance with applicable NADCA and NAIMA standards and recommendations.
 2. Cleaning methods used shall not cause damage to fibrous glass components and will render the system capable of passing Cleaning Verification Tests (see NADCA Standards).
- C. Damaged Fibrous Glass Material
1. Evidence of damage: If there is any evidence of damage, deterioration, delaminating, friable material, mold or fungus growth, or moisture such that fibrous glass materials cannot be restored by cleaning or resurfacing with an acceptable insulation repair coating, they shall be identified for replacement.
 2. Replacement: When requested or specified, Contractor must be capable of remediating exposed damaged insulation in air handlers and/or ductwork requiring replacement.
 3. Replacement material: In the event fiber glass materials must be replaced, all materials shall conform to applicable industry codes and standards, including those of UL and SMACNA.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

D. Antimicrobial Agents and Coatings

1. Antimicrobial agents shall only be applied if active fungal growth is reasonably suspected, or where unacceptable levels of fungal contamination have been verified through testing.
2. Application of any antimicrobial agents used to control the growth of fungal or bacteriological contaminants shall be performed after the removal of surface deposits and debris.
3. When used, antimicrobial treatments and coatings shall be applied in strict accordance with the manufacturer's written recommendations and EPA registration listing.
4. Antimicrobial coatings shall be applied according to the manufacturer's written instructions. Coatings shall be sprayed directly onto interior ductwork surfaces, rather than "fogged" downstream onto surfaces.

3.04 CLEANLINESS VERIFICATION

- A. General: Verification of HVAC System cleanliness will be determined after mechanical cleaning and before the application of any treatment or introduction of any treatment-related substance to the HVAC system, including biocidal agents and coatings.
- B. Visual Inspection: The HVAC system shall be inspected visually to ensure that no visible contaminants are present.
 1. If no contaminants are evident through visual inspection, the HVAC system shall be considered clean; however, the Owner reserves the right to further verify system cleanliness through Surface Comparison Testing or the NADCA vacuum test specified in the NADCA standards.
 2. If visible contaminants are evident through visual inspection, those portions of the system where contaminants are visible shall be re-cleaned and subjected to re-inspection for cleanliness.
 3. NADCA vacuum test analysis shall be performed by a qualified third party experienced in testing of this nature.

3.05 HVAC SYSTEM REPORT

- A. At the conclusion of the project, the Contractor shall provide a bound report to the Owner indicating the following:
- B. Success of the cleaning project, as verified through visual inspection (before and after photographs) and gravimetric analysis.
- C. Areas of the system found to be damaged and/or in need of repair

3.06 PROTECTION/ CLEANUP OF PROPERTY

- A. Protect all furniture, wood flooring, and equipment in the work area using clean protective coverings. Cleanup of these areas shall be performed by use of the HEPA filtered vacuums, to avoid recontamination of occupied space. The contractor shall perform clean up and remove the protective coverings on a daily basis.

3.07 REPAIRING OF DAMAGED DUCTWORK, ACCESSORIES AND THERMAL INSULATION

- A. Contractor shall repair all damages resulted by his work to the ductwork, thermal insulation and vapor barrier.

END OF SECTION

MRF Roof, HVAC & Electrical Upgrades
Daniel P. Thomas MRF
Contract No.: 23-519

**SECTION 230529
PIPE HANGERS AND SUPPORTS**

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. The Work covered under this Section consists of the furnishing of all necessary labor, supervision, materials, equipment, and services to completely execute the pipe hanger and supports as described in this Specification. Size hangers and supports to fit the outside diameter of the piping.

1.02 REFERENCES

- A. ASTM B633 - Specification for Electrodeposited Coatings of Zinc on Iron and Steel
- B. ASTM A123 - Specification for Zinc (Hot-Galvanized) Coatings on Products Fabricated from Rolled, Pressed, and Forged Steel Shapes, Plates, Bars, and Strip
- C. ASTM A653 - Specification for Steel Sheet, Zinc-Coated by the Hot-Dip Process
- D. ASTM A1011 - Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy and High-Strength Low-Alloy with Improved Formability (Formerly ASTM A570)
- E. MSS SP58 - Manufacturers Standardization Society: Pipe Hangers and Supports- Materials, Design, and Manufacture
- F. MSS SP89 - Pipe Hangers and Supports - Fabrication and Installation Practices

1.03 QUALITY ASSURANCE

- A. Provide hangers and supports used in fire protection piping systems listed and labeled by Underwriters Laboratories.
- B. Steel pipe hangers and supports shall have the manufacturer's name, part number, and applicable size stamped in the part itself for identification.
- C. Design and manufacture hangers and supports in conformance with MSS SP 58.

1.04 SUBMITTALS

- A. Submit product data on all hanger and support devices, including shields and attachment methods. Include as a minimum as part of product data materials, finishes, approvals, load ratings, and dimensional information.
- B. Submit Pipe Hanger and Support Application Schedule.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Manufacturer: Subject to compliance with these specifications, provide pipe hanger and support systems manufactured by:
 - 1. Cooper B-Line, Inc.
 - 2. Carpenter and Patterson
 - 3. Grinnell

2.02 PIPE HANGERS AND SUPPORTS

- A. Hangers
 - 1. Uninsulated pipes 2 inch and smaller:
 - a. Adjustable steel swivel ring (band type) hanger, B-Line B3170.
 - b. Adjustable steel swivel J-hanger, B-Line B3690.
 - c. Malleable iron ring hanger, B-Line B3198R or hinged ring hanger, B3198H.
 - d. Malleable iron split-ring hanger with eye socket, B-Line B3173 with B3222.
 - e. Adjustable steel clevis hanger, B-Line B3104 or B3100.
 - 2. Uninsulated pipes 2-1/2 inch and larger:
 - a. Adjustable steel clevis hanger, B-Line B3100.
 - b. Pipe roll with sockets, B-Line B3114.
 - c. Adjustable steel yoke pipe roll, B-Line B3110.
 - 3. Insulated pipe- Hot or steam piping:
 - a. 2 inch and smaller pipes: use adjustable steel clevis with galvanized sheet metal shield. B-Line B3100 with B3151 series.
 - b. 2-1/2 inch and larger pipes
 - 1) Adjustable steel yoke pipe roll with pipe covering protection saddle. B-Line B3110 with B3160-B3165 series.
 - 2) Pipe roll with sockets with pipe covering protection saddle, B-Line B3114 with B3160-B3165 series.
 - 4. Insulated pipe- Cold or chilled water piping:
 - a. 5 inch and smaller pipes: use adjustable steel clevis with galvanized sheet metal shield. B-Line B3100 with B3151 series.
 - b. 6 inch and larger pipes:
 - 1) Pipe roll with sockets with pipe covering protection saddle, B-Line B3114 with B3160-B3165 series.
 - 2) Adjustable steel yoke pipe roll with pipe covering protection saddle. B-Line B3110 with B3160-B3165 series.
- B. Pipe Clamps
 - 1. When flexibility in the hanger assembly is required due to horizontal movement, use pipe clamps with weldless eye nuts, B-Line B3140 or B3142 with B3200. For insulated lines use double bolted pipe clamps, B-Line B3144 or B3146 with B3200.
- C. Multiple or Trapeze Hanger
 - 1. Construct trapeze hangers from 12 gauge roll formed ASTM A1011 SS Grade 33 structural steel channel, 1-5/8 inch by 1-5/8 inch minimum, B-Line B22 strut or stronger as required.
 - 2. Mount pipes to trapeze with 2 piece pipe straps sized for outside diameter of pipe, B-Line B2000 Series.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

3. For pipes subjected to axial movement:
 - a. Strut mounted roller support, B-Line B3126. Use pipe protection shield or saddles on insulated lines.
 - b. Strut mounted pipe guide, B-Line B2417.
- D. Wall Supports
 1. Pipes 4 inch and smaller:
 - a. Carbon steel hook, B-Line B3191.
 - b. Carbon steel J-hanger, B-Line B3690.
 2. Pipes larger than 4 inch:
 - a. Welded strut bracket and pipe straps, B-Line B3064 and B2000 series.
 - b. Welded steel brackets, B-Line B3066 or B3067, with roller chair or adjustable steel yoke pipe roll. B-Line B3120 or B3110. Use pipe protection shield or saddles on insulated lines.
- E. Floor Supports
 1. Hot piping under 6 inch and all cold piping:
 - a. Carbon steel adjustable pipe saddle and nipple attached to steel base stand sized for pipe elevation. B-Line B3093 and B3088T or B3090 and B3088. Screw or weld pipe saddle to appropriate base stand.
 2. Hot piping 6 inch and larger:
 - a. Adjustable Roller stand with base plate, B-Line B3117SL
 - b. Adjustable roller support and steel support sized for elevation, B-Line B3124
- F. Vertical Supports
 1. Steel riser clamp sized to fit outside diameter of pipe, B-Line B3373.
 2. Copper Tubing Supports
 - a. Size hangers to fit copper tubing outside diameters.
 - 1) Adjustable steel swivel ring (band type) hanger, B-Line B3170CT.
 - 2) Malleable iron ring hanger, B-Line B3198RCT or hinged ring hanger B3198HCT.
 - 3) Malleable iron split-ring hanger with eye socket, B-Line B3173CT with B3222.
 - 4) Adjustable steel clevis hanger, B-Line B3104CT.
 - b. For supporting vertical runs use epoxy painted or plastic coated riser clamps, B-Line B3373CT or B3373CTC.
 - c. For supporting copper tube to strut use epoxy painted pipe straps sized for copper tubing, B-Line B2000 series, or plastic inserted vibration isolation clamps, B-Line BVT series.
- G. Pipe Supports Between Anchors and Pipe Expansion Loops
 1. Provide supports between pipe anchors designed to cause minimal resistance to piping movement. Provide roller hanger supports or slide plates between anchors.
 2. Provide supports near the L bends of pipe thermal expansion loops. No more than 12 inches from either side of the horizontal elbow.

2.03 UPPER ATTACHMENTS

- A. Beam Clamps
 1. Use beam clamps where piping is to be suspended from building steel. Select clamp type on the basis of load to be supported, and load configuration.
 2. Use center loaded beam clamps where specified. For steel clamps provide B-Line B3050, or B3055. For malleable iron or forged steel beam clamps with cross bolt provide B-Line B3054 or B3291-B3297 Series as required to fit beams.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

2.04 ACCESSORIES

- A. Hanger Rods shall be threaded both ends or continuous threaded rods of circular cross section. Use adjusting locknuts at upper attachments and hangers. No wire, chain, or perforated straps are allowed.
- B. Provide shields that are 180 degree galvanized sheet metal, 12 inch minimum length, 18 gauge minimum thickness, designed to match outside diameter of the insulated pipe, B-Line B3151.
- C. Pipe protection saddles shall be formed from carbon steel, 1/8 inch minimum thickness, sized for insulation thickness. Saddles for pipe sizes greater than 12 inch shall have a center support rib.

2.05 FINISHES

- A. Indoor Finishes
 - 1. Coat hangers and clamps for support of bare copper piping with copper colored epoxy paint, B-Line Dura-Copper®. Use additional PVC coating of the epoxy painted hanger where necessary.
 - 2. Zinc plate hangers for other than bare copper pipe in accordance with ASTM B633 OR provide an electro-deposited green epoxy finish, B-Line Dura-Green®.
 - 3. Provide pre-galvanized strut channels in accordance with ASTM A653 SS Grade 33 G90 or provide an electro-deposited green epoxy finish, B-Line Dura-Green®.
- B. Outdoor and Corrosive Area Finishes
 - 1. Hot dip galvanize hangers and struts located outdoors after fabrication in accordance with ASTM A123. Provide all hanger hardware as hot dip galvanized or stainless steel. Zinc plated hardware is not acceptable for outdoor or corrosive use.
 - 2. Provide hangers and strut manufactured of type 304 stainless steel with stainless steel hardware where located in corrosive areas.

PART 3 - EXECUTION

3.01 PIPE HANGERS AND SUPPORTS

- A. Adequately support pipe by pipe hanger and supports specified in PART 2 PRODUCTS. Allow for forces imposed by expansion joints, satisfy structural requirements and maintain proper clearances with respect to adjacent piping, equipment and structures. Size hangers for insulated pipes sized to accommodate insulation thickness.
- B. Keep the different types of hangers to a minimum and provide hangers that are neat, without complicated bolting and with the number of parts of each hanger and its anchor kept to a minimum.
- C. Make accurate weight balance calculations to determine the required supporting forces at each hanger or support location and the pipe weight load at each equipment connection.
- D. Provide pipe hangers capable of supporting the pipe in all conditions of operation selected to allow free expansion and contraction of the piping, and prevent excessive stress resulting from transferred weight being induced into the pipe or connected equipment.
- E. Painted or shop prime all hangers and supports that are not galvanized.

- F. Support horizontal steel piping in accordance with MSS SP-58 and NYS 2020 Mechanical Code, excerpts of which follow below:

NOMINAL PIPE SIZE (INCHES)	ROD DIAMETER (INCHES)	MAXIMUM SPACING (FEET)
1/2 to 1-1/4	3/8	7
1-1/2	3/8	9
2	3/8	10
2-1/2	1/2	11
3	1/2	12
3-1/2	1/2	12
4	5/8	12
5	5/8	12
6	3/4	12
8	3/4	12
10	7/8	12
12	7/8	12
14	1	12
16	1	12

- G. Provide means of preventing dissimilar metal contact such as plastic coated hangers, copper colored epoxy paint, or non adhesive isolation tape- B-Line Iso-pipe. Galvanized felt isolators sized for copper tubing may also be used, B-Line B3195CT.
- H. Install hangers to provide a minimum of 1/2 inch space between finished covering and adjacent work.
- I. Place a hanger within 12 inches of each horizontal elbow.
- J. Support vertical piping independently of connected horizontal piping. Support vertical pipes at every floor. Wherever possible, locate riser clamps directly below pipe couplings or shear lugs.
- K. Where several pipes can be installed in parallel and at the same elevation, provide trapeze hangers as specified in section 2.02 C. Space trapeze hangers according to the smallest pipe size, or install intermediate supports according to schedules in this Section.
- L. Do not support piping from other pipes, ductwork or other equipment that is not building structure.
- M. Where horizontal piping movements are greater than ½ inch, or where the hanger rod angularity from the vertical is greater than four degrees from the cold to hot position of the pipe, offset the hanger pipe and structural attachments in such a manner that the rod is vertical in the hot position.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- N. In any part of the building which is steel-framed, attach hangers to the building structural steel beams. Where hangers do not correspond with the building structural steel beams, provide supplemental steel members continuously welded or bolted to the building structural steel beams. Provide two (2) coats of primer on the supplemental steel. In any parts of the building which is a concrete structure, attach hangers to the concrete structure by installing anchors into the concrete.

END OF SECTION

SECTION 230533
PIPING FREEZE PROTECTION SYSTEM

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section includes a UL Listed, CSA Certified and FM Approved heat tracing system for freeze protection of aboveground water lines consisting of self-regulating heating cable, connection kits and electronic controller.

1.02 RELATED SECTIONS

- A. Section 230700 - Pipe Insulation

1.03 SYSTEM DESCRIPTION

- A. System for freeze protection of aboveground water lines with Proportional Ambient Sensing Control (PASC), monitoring, integrated ground-fault circuit protection and Building Management System (BMS) communication capabilities.

1.04 SUBMITTALS

- A. Product Data
 - 1. Heating cable data sheet
 - 2. UL, CSA, FM approval certificates for freeze protection for aboveground water lines
 - 3. Pipe freeze protection design guide
 - 4. System installation and operation manual
 - 5. System installation details
 - 6. Connection kits and accessories data sheet
 - 7. Controller data sheet
 - 8. Controller wiring diagram

1.05 QUALITY ASSURANCE

- A. Manufacturer's Qualifications
 - 1. Manufacturer to show minimum of thirty (30) years experience in manufacturing electric self-regulating heating cables.
 - 2. Manufacturer will be ISO-9001 registered.
 - 3. Manufacturer to provide products consistent with IEEE 515.1 and CSA 22.2 No 130-03 requirements.
- B. Installer Qualifications
 - 1. System installer shall have complete understanding of product and product literature from manufacturer or authorized representative prior to installation. Electrical connections shall be performed by a licensed electrician.
- C. Regulatory Requirements and Approvals
 - 1. The system (heating cable, connection kits, and controller) shall be UL Listed, CSA Certified and FM Approved for freeze protection of aboveground water lines.

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Daniel P. Thomas MRF

Contract No.: 23-519

- D. Electrical Components, Devices, and Accessories: Listed and labelled as defined in NFPA 70, Article 100, by a Nationally Recognized Testing Laboratory (NRTL), and marked for intended use.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. General Requirements: Deliver, store and handle products to prevent their deterioration or damage due to moisture, temperature changes, contaminates or other causes.
- B. Delivery and Acceptance Requirements: Deliver products to site in original, unopened containers or packages with intact and legible manufacturer's labels identifying the following:
 - 1. Product and Manufacturer
 - 2. Length/Quantity
 - 3. Lot Number
 - 4. Installation and Operation Manual
 - 5. MSDS (if applicable)
- C. Storage and Handling Requirements
 - 1. Store the heating cable in a clean, dry location with a temperature range 0°F (-18°C) to 140°F (60°C).
 - 2. Protect the heating cable from mechanical damage.

1.07 WARRANTY

- A. Extended Warranty
 - 1. Manufacturer shall provide ten (10) year warranty for all heating cables and components. Provide one (1) year warranty for all heat trace controllers.
 - 2. Contractor shall submit to owner results of installation tests required by the manufacturer.

PART 2 - PRODUCTS

2.01 MANUFACTURERS AND PRODUCTS

- A. Contract Documents are based on manufacturer and products named below to establish a standard of quality.
- B. Basis of Design
 - 1. Basis of Design Product Selections
 - a. Manufacturer
 - 1) Manufacturers shall have more than thirty (30) years experience with manufacture & installation self-regulating heating cables.
 - 2) Manufacturer shall provide UL, CSA, FM approval certificates for freeze protection of aboveground water lines.
 - 3) Manufacturer shall be Thermon or approved equal.
 - b. Pipe Freeze Protection System
 - 1) FLX self-regulating heating cable

2.02 PRODUCTS, GENERAL

- A. Single Source Responsibility: Furnish heat tracing system for the freeze protection of aboveground water lines from a single manufacturer.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- B. The system (heating cable, connection kits, and controller) shall be UL Listed, CSA Certified and FM Approved for freeze protection of aboveground water lines. No parts of the system may be substituted or exchanged.

2.03 PRODUCTS

A. Self-Regulating Heating Cable

1. Heating cable shall be Thermon FLX self-regulating heating cable.
 - a. Model Numbers
 - 1) 3-FLX-1
2. The heating cable shall consist of a continuous core of conductive polymer that is radiation cross-linked, extruded between two (2) 16 AWG nickel-plated copper bus wires that varies its power output in response to pipe temperature changes.
3. The heating cable shall have a modified polyolefin inner jacket and a tinned-copper braid to provide a ground path and enhance the cables ruggedness.
4. The heating cable shall have a polyolefin (-CR) outer jacket.
5. The heating cable shall have a self-regulating factor of at least 90 percent for 5/8XL or at least 70 percent for 12XL. The self-regulating factor is defined as the percent reduction of the heating cable power output going from a 40°F pipe temperature to 150°F pipe temperature.
6. The heating cable shall operate on line voltages of 208 volts without the use of transformers.
7. The heating cable shall be UL part of a UL Listed, CSA Certified and FM Approved system.
8. The outer jacket of the heating cable shall have the following markings:
 - a. Heating cable model number
 - b. Agency listings
 - c. Meter mark
 - d. Lot/Batch ID

B. Heating Cable Connection Kits

1. Manufacturer shall provide power connection, splice/tee and end seal kits compatible with selected heating cable.
2. Installation shall not require the installing contractor to cut into the heating-cable core to expose the bus wires.
3. Connection kits shall be rated NEMA 4X to prevent water ingress and corrosion. All components shall be UV stabilized.
4. Connection kits shall be UL Listed and CSA Certified.

C. Heating Cable Installation Accessories

1. Labels - Provide warning labels every 10 feet on exterior of insulation, opposite sides of pipe. (PTM Catalog Number: ETL)

D. Digital Temperature Controller with built-in Ground-Fault Protection Device (GFPD)

1. Single Circuit Local Digital Electronic Controller
 - a. Local digital electronic controller shall be DigiTrace ECW-GF.
 - b. Heating cable manufacturer shall provide a local digital electronic controller with built-in GFPD compatible with selected heating cable.
 - c. Digital electronic controller shall support thermistor type temperature sensor and be provided with a 25-foot thermistor.

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Daniel P. Thomas MRF

Contract No.: 23-519

- d. Enclosure type shall be NEMA 4X fiberglass reinforced plastic (FRP) designed to be wall mounted.
- e. Controller shall have an integrated GFPD (30 mA fixed).
- f. Control system shall be configured for line-sensing mode set at 40°F.
- g. Controller shall operate with a supply voltage of 120 V.
- h. Controller shall have a window and a digital display with status LEDs to show the measured temperature, setpoint temperature, and alarm conditions (temperature sensor failure, high or low temperature, and ground-fault) if detected.
- i. Controller shall have a dry contact relay for alarm annunciation back to the BMS.

E. Thermal Pipe Insulation

- 1. Pipes must be thermally insulated in accordance with the design guide requirements.
- 2. Thermal insulation must be a type that is flame retardant (closed-cell or fiberglass) with waterproof covering

2.04 SYSTEM LISTING

- A. The system (heating cable, connection kits, and controller) shall be UL Listed, CSA Certified and FM Approved for freeze protection of aboveground water lines.
- B. The freeze protection system shall have a design, installation and operating manual specific to aboveground water lines.

PART 3 - EXECUTION

3.01 INSTALLERS

- A. Acceptable Installers
 - 1. Subject to compliance with requirements of Contract Documents, installer shall be familiar with installing heat-trace cable and equipment.

3.02 INSTALLATION

- A. Comply with manufacturer's recommendations in the Installation and Operation Manual.
- B. Apply the heating cable linearly on the pipe after piping has successfully completed any pressure tests. Secure the heating cable to piping with fiberglass tape.
- C. Install electric heating cable according to the drawings and the manufacturer's instructions. The installer shall be responsible for providing a complete functional system, installed in accordance with applicable national and local requirements.
- D. Position the heating-cable on the lower section of the piping to protect it from damage.
- E. Provide the following minimum amount of additional footage of heating cable for the following heat sinks. Wrap heat sinks with heating cable as per the manufacturer's recommendations.

ITEM	FEET PER ITEM
Gate Valve	4.3
Butterfly Valve	2.0
Ball Valve	2.6
Glove Valve	3.9

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Contract No.: 23-519

Flanges	2.0 x pipe diameter (in feet)
Pipe Supports	3.0 x pipe diameter (in feet)

- F. Apply "Electric Traced" labels to the outside of the thermal insulation.
- G. Do not mount ambient thermostats where they will be exposed to direct sunlight. If it is unavoidable, provide sunshields.
- H. Apply heat tracing where shown on drawings and all places where pipe freezing may occur.
- I. Grounding of controller shall be equipment according to Division 26.
- J. Connection of all electrical wiring shall be according to Division 26.

3.03 FIELD QUALITY CONTROL

- A. Start-up of system shall be performed by factory technician or factory representative per the owner's requirements.
- B. Field Testing and Inspections
 - 1. The system shall be commissioned in accordance to the Installation and Operation manual.
 - 2. The heating cable circuit integrity shall be tested using a 2500 Vdc megohmmeter at the following intervals below. Minimum acceptable insulation resistance shall be 1000 megohms or greater.
 - a. Before installing the heating cable
 - b. After heating cable has been installed onto the pipe
 - c. After installing connection kits
 - d. After the thermal insulation is installed onto the pipe
 - e. Prior to initial start-up (commissioning)
 - f. As part of the regular system maintenance
 - 3. The technician shall verify that the C910-485 control parameters are set to the application requirements.
 - 4. All commissioning results will be recorded and presented to the owner.

3.04 MAINTENANCE

- A. Maintenance Service
 - 1. Comply with manufacturer's recommendations in Installation and Operation Manual.

END OF SECTION

SECTION 230555
MECHANICAL SYSTEM IDENTIFICATION

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. This Section describes the marking and identification materials for identifying mechanical equipment, ductwork and piping systems.
- B. Mark and identify all mechanical equipment, ductwork and piping systems described herein, and as shown and specified in the Contract Documents.

1.02 REFERENCES

- A. ANSI A13.1 - Scheme for the Identification of Piping Systems.
- B. Z53.1 - Safety Color Code for Marking Physical Hazards.
- C. OSHA 29 CFR 1910 - Subpart J, General Environmental Controls

1.03 SUBMITTALS

- A. Identification Scheme - Submit scheme of identification codes.
- B. Steam Trap Schedule - Submit steam trap schedules listing proposed steam trap number, location, type, sizes and service.
- C. Valve Schedules - Submit valve chart and schedule, including valve tag number, location, function, and valve manufacturer's name and model number.
- D. Samples - Submit samples of tags, attachments, labeled and identified.
- E. Equipment Schedules - Submit mechanical equipment schedules, listing proposed equipment numbers, and their location and function.
- F. Product Data: Provide manufacturers catalog literature for each product required.

PART 2 - PRODUCTS

2.01 APPROVED MANUFACTURERS

- A. Seton
- B. Bunting
- C. W.H. Brady Company

2.02 VALVE TAGS

- A. Provide valve tags for all valves installed for this project. Valve tags shall be constructed of brass with stamped letters and service designation tag size minimum 1-1/2 inches (38 mm) diameter with smooth edges, brass S hook.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- B. Valve tags shall be permanently stamped and marked with a service designation, normal valve position, and an identifying number as large as possible. Each valve shall have a separate and distinct number coordinated with the service designations shown on the Drawings and the Owners existing valve numbering system. Coordinate with the Architect/Engineer and Owner before finalizing the valve tag numbering system.

2.03 PIPE MARKERS

- A. All accessible piping installed indoors for this project, insulated and uninsulated shall be identified with wraparound pipe markers. Pipe markers shall be factory fabricated, flexible, semi-rigid plastic, preformed to fit around pipe or pipe covering. "Accessible" piping shall include exposed piping, and piping located above lay-in ceilings. Markers shall include system name, flow arrow, and color code and pipe diameter.
- B. All piping installed outdoors for this project, insulated and uninsulated, shall be identified with wraparound pipe markers. Pipe markers shall be factory fabricated, flexible, semi-rigid plastic, preformed to fit around pipe or pipe covering. The marker shall be printed with weather-resistant ink.
- C. Where pipes are too small or not readily accessible for application of pipe markers, a brass identification tag at least 1 ½ inches in diameter, with depressed ½ inch high black letters and numerals, shall be securely fastened at locations specified for pipe markers.
- D. See pipe marker schedule for size requirements of pipe markers.

2.04 MECHANICAL EQUIPMENT MARKERS

- A. Identify all mechanical equipment, bare or insulated, installed in the rooms or on the roof, by means of lettered and numbered nameplate (not stenciled) identifying the equipment and service. Refer to the Drawings for equipment identifications. Nameplates shall be aluminum with permanent 1 ½ inch high white letters on a black background, mechanically affixed and installed in a readily visible location on the equipment. Coordinate the final equipment designation with the Owner.
- B. In addition to markers, all mechanical equipment shall be furnished with the manufacturer's identification plate showing the name of equipment, manufacturer's name and address, date of purchase, model number and performance data.

2.05 DUCT WORK IDENTIFICATION

- A. Provide full air distribution system identification at each side of a wall penetration, in a mechanical room, at all changes in direction and at no more than 50 foot intervals. Provide arrows identifying direction of flow.
- B. Fire damper or Smoke damper access points shall be permanently identified on the exterior by a label having letters not less than 0.5 inch in height reading: SMOKE DAMPER or FIRE DAMPER.
- C. Identification shall be preprinted labels.
- D. Letter Size: 1-1/2 inches in height.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Apply piping system markers and valve tags in the following locations:
 - 1. Adjacent to each valve and fitting.
 - 2. At each branch location and riser take-off
 - 3. At each side of a pipe passage through floors, walls, ceiling and partitions.
 - 4. At each pipe passage to and from underground areas.
 - 5. Every 20 feet on all horizontal and vertical pipe runs.
- B. Provide arrow markers showing direction of flow incorporated into or adjacent to each piping system marker. Use double-headed arrows if flow is in both directions.
- C. Apply all piping system markers where view is unobstructed; markers and legends shall be clearly visible from operating positions.
- D. Apply all tags and piping system markers in accordance with the manufacturer's instructions. Do not attach tags to valve handle such that the normal or emergency operation of the valve will be hindered.

3.02 VALVE CHART

- A. Provide valve and steam trap chart identifying each valve's and steam trap's number, size of valve and service.
- B. Frame the chart and locate the schedule in the Mechanical Equipment Room. (Aluminum Frame with plastic window).
- C. Provide a compact disc that has the valve and steam trap chart schedule in a spreadsheet format. The spreadsheet software to be used for the schedule shall be identified by the Owner.

3.03 LAY IN CEILING TILES AND ACCESS DOORS

- A. Provide a lettered and numbered nameplate for each access door indicating the mechanical equipment that the door provides access too.
- B. Where VAV boxes, hot water reheat coils, or other mechanical devices are installed above a lay-in ceiling tile system, provide and install color coded thumb tabs to mark the location of the equipment above the ceiling.

3.04 SCHEDULES

- A. Pipe Marker Letter Size Schedule:

Outside diameter of insulation or pipe Inches	Letter height Inches	Color field Inches
3/4 to 1-1/4	1/2	8
1-1/2 to 2	3/4	8
2-1/2 to 6	1 - 1/4	12
8 to 10	2 - 1/2	24

MECHANICAL SYSTEM
IDENTIFICATION
230555- 3

MRF Roof, HVAC & Electrical Upgrades
Daniel P. Thomas MRF
Contract No.: 23-519

Over 10

3 - 1/2

24

END OF SECTION

SECTION 230594.12
BALANCING OF AIR SYSTEMS

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. This section specifies requirements for testing, adjusting, and balancing of all air distribution systems, including the equipment and devices associated with each system.
- B. The work includes setting speed and flow, adjusting equipment and devices installed for systems, recording data, conducting tests, preparing and submitting reports, and recommending modifications to the mechanical installations specified in other Sections of the Specifications.

1.02 RELATED WORK

- A. Drawings and general provisions of the Contract, including General Conditions, any Supplemental Conditions and Division 1 Specification Sections, govern the work of this section.

1.03 SUBMITTALS

- A. Submit proof that the testing, adjusting and balancing agency meets the requirements of Section 1.04 "Quality Assurance", and all other specified requirements.
- B. Prior to performing the work, submit sample blank forms of the test reports that will be submitted by the entity performing work of this Section, indicating all data and parameters included.
- C. Submit certified test reports, signed by the authorized representative of the testing and balancing agency. Certify the reports to be proof that the systems have been tested, adjusted and balanced in accordance with the selected reference standards (NEBB or AABC); are an accurate representation of how the systems have been installed; are a true representation of how the systems are operating at completion of the testing, adjusting and balancing procedures; and are an accurate record of all final quantities measured, to establish normal operating values of the systems. Submittal of test report shall be in the following format:
 - 1. Draft Report: Upon completion of testing, adjusting and balancing procedures, prepare draft reports on the approved forms. Draft report may be handwritten, but must be complete, factual, accurate and legible. Organize and format draft reports in the same manner specified herein for the final reports. Submit two complete sets of draft reports. Only one complete set of draft reports will be returned.
 - 2. Final Report: Upon verification and approval of draft reports, prepare final reports, type written and organized and formatted as described herein. Submit two complete sets of final reports.
 - a. Report Format: Submit reports using the standard forms prepared by the referenced standard for each respective item and system to be tested, adjusted and balanced. Include schematic systems diagrams. Enclose the report contents in a 3-ring binder. Divide the contents into the below listed divisions, separating them by divider tabs with titles descriptive of the contents:
 - 1) General Information and Summary.
 - 2) Air Systems.
 - b. Report Contents: Provide the following minimum information, forms and data:

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Daniel P. Thomas MRF

Contract No.: 23-519

- 1) General Information and Summary: Identify the testing, adjusting and balancing Agency, Contractor, Owner, Architect/Engineer, and Project on the inside cover sheet. Include addresses, and contact names and telephone numbers. Include a certification sheet containing the seal and name, address, telephone number and signature of the Agency's responsible certified Test and Balance Engineer. Include in this division a listing of the instrumentation used for the procedures, along with the proof of calibrations.
- 2) Include in the remainder of the reports the appropriate forms containing, as a minimum, the information indicated on the standard report forms prepared by AABC or NEBB, for each item of equipment and system. Prepare a schematic diagram for each item of equipment and system, to accompany each respective report form.
- c. Calibration Reports: Submit proof that all required instrumentation has been calibrated to tolerances specified in the referenced standards within a period not exceeding six months prior to conducting the test procedures.
- d. Existing Systems: Where existing systems are to be added to or modified include in the report results of operational tests taken prior to modifications including but not limited to existing fan curves, pressure readings and flow measurements. Include in the report copies of the equipment and motor nameplate data along with equipment performance curves indicating operating points prior to any modifications and, where existing equipment is retained, operating points after system balance. Where terminals are adjusted or modified include terminal performance curves/data and final readings.

1.04 QUALITY ASSURANCE

- A. Test, adjust and balance systems and equipment by using competent mechanics regularly employed by a testing, adjusting and balancing Subcontractor whose primary business is the testing, adjusting and balancing of building mechanical systems. The testing, adjusting and balancing Subcontractor shall be a business established for a minimum of 10 years.
- B. The testing, adjusting, and balancing Subcontractor shall be certified by the Associated Air Balance Council (AABC) or the National Environmental Balancing Bureau (NEBB).
- C. Instrumentation type, quantity, and accuracy shall be as described in AABC's "National Standards for Field Measurement and Instrumentation, or Total System Balance, or NEBB's "Procedural Standards for Testing, Adjusting, and Balancing of Environmental Systems."
- D. All instrumentation shall be calibrated at least every 6 months or more frequently if required by the instrument manufacturer.

1.05 PERFORMANCE REQUIREMENTS

- A. Comply with all applicable Federal, State and Local laws, ordinances, regulations and codes, and the latest industry standards including, but not limited to the entities listed below for procedures, measurements, instruments and test reports for testing, adjusting and balancing work:
 1. American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE)
 2. Sheet Metal and Air Conditioning Contractors National Association (SMACNA)
 3. National Environmental Balancing Bureau (NEBB)
 4. Associated Air Balance Council (AABC)

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- B. Set the air delivery or intake of each diffuser, grille and register to be as designed or within five percent of the air flow rates shown on the Drawings.
- C. Set the fan air flow rate and static pressure rise across the fan to be within 10 percent above the design value at design speed.

1.06 JOB CONDITIONS

- A. Require the testing and balancing specialist to review his work with the respective manufacturers of the equipment and devices involved, and coordinate and schedule all work.
- B. Furnish and install balancing dampers, pressure taps, gauges, and other components as required for a properly balanced system, whether or not specified herein or shown on the Drawings, all at no additional cost to the Owner. Make all adjustment or replacement parts recommended by the testing and balancing specialist in strict accordance with the respective equipment manufacturer's recommendations.
- C. Coordinate with the control manufacturer's representative to set the adjustment of the automatically operated dampers to operate as required.

1.07 GENERAL

- A. The Owner will occupy the building during the entire testing, adjusting, and balancing period. Cooperate with the Owner during testing, adjusting, and balancing operations to minimize conflicts with the Owner's operations.
- B. Complete all tests specified herein to the satisfaction of the Architect/Engineer before final acceptance.
- C. The Architect/Engineer, or his representative, is the sole judge of the acceptability of the tests. The Architect/Engineer may direct the performance of any such additional tests, as he deems necessary in order to determine the acceptability of the systems, equipment, material and workmanship. No additional payment will be made for any test required by the Architect/Engineer.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Obtain design drawings and specifications and become thoroughly acquainted with the design intent.
- B. Obtain copies of approved shop drawings of all air handling equipment, air outlets (supply, return and exhaust), and the temperature control diagrams, including intended sequence of operations.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- C. Existing Systems: Where existing systems are to be added to or modified perform operational tests prior to modifications including but not limited to existing fan curves, pressure readings and flow measurements.
 - 1. Obtain copies of the equipment and motor nameplate data along with equipment performance curves indicating operating points prior to any modifications. Where terminal units are to be adjusted or modified obtain performance data for these units.
- D. Examine installed work and conditions under which testing is to be done to ensure that work has been completed, cleaned, and is operable. Do not proceed with testing, adjusting and balancing until unsatisfactory conditions have been corrected in a manner approved by the testing and balancing specialist.
- E. Examine the air systems to see that they are free from obstructions. Determine that all dampers and registers are open, moving equipment is lubricated, clean filters are installed, and automatic controls are functioning; and perform other inspections and maintenance activities necessary for proper operation of the systems.
- F. Where existing systems are to be modified or added to ensure that all filters are clean and any operational problems that will prevent system balance have been brought to the attention of the Owner and repaired.

3.02 TESTING, ADJUSTING AND BALANCING

- A. Notify the Owner 48 hours in advance of starting any tests. Do not perform any tests until acknowledgment of notification and approval has been received from the Owner.
- B. Provide all necessary instruments and personnel for the tests. If, in the opinion of the Architect/Engineer, the results of such tests show that the Work has not complied with the requirements of the Contract Documents, make all additions or changes necessary to put the system in proper working condition and pay all expenses for all subsequent tests which are necessary to determine whether the Work is satisfactory. Any additional work or subsequent tests shall be carried out at the convenience of the Architect/Engineer.
- C. Test all packaged equipment in strict accordance with the equipment manufacturer's requirements.
- D. Perform any and all other tests that may be required by the local municipality or other governing body, board or agency having jurisdiction.
- E. Perform testing, adjusting, and balancing after leakage and pressure tests on air distribution systems have been satisfactorily completed.
- F. Actuate all safety devices in a manner that clearly demonstrates their workability and operation.
- G. Cut insulation and ductwork for installation of test probes to the minimum extent necessary to allow adequate performance of test procedure.
- H. Perform tests and compile test data for all air systems.
- I. Include a schematic diagram locating the air inlets, outlets, fans, equipment, dampers and regulating devices for air systems.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- J. All instruments used shall be provided by the entity performing the Work of this Section, and shall be accurately calibrated and maintained in good working order.
- K. Air Systems
- L. Perform the testing, adjusting and balancing of air systems in accordance with the detailed procedures outlined in the referenced standards; including but not be limited to the following:
 - 1. Test, record and adjust fan rpm to design requirements.
 - 2. Test and record motor full load amperes.
 - 3. Make a pitot tube traverse of main supply ducts and obtain design flow rate at fans.
 - 4. Test and record system static pressure, velocity pressure and total pressure.
 - 5. Test and adjust system for design supply, transfer and return air flow rate.
 - 6. Test and adjust system for minimum and maximum design flow rates of outside air.
 - 7. Test and record return air temperatures.
 - 8. Test and record coil and fan leaving air temperatures.
 - 9. Adjust all main supply, return, relief, and exhaust air ducts to proper design flow rate.
 - 10. Adjust all zones to proper design flow rate for supply, return, transfer, relief and exhaust air.
 - 11. Test and adjust each diffuser, grille and register.
 - 12. Identify each grille, diffuser and register as to location and area on the schematic diagram.
 - 13. Identify and list in the final report size, type and manufacturer of diffusers, grilles and registers and all tested equipment. Use manufacturer's data on all equipment to make required calculations for testing, adjusting and balancing. Include design required velocity and test resultant velocity, required flow rate and test resultant flow rate after adjustment as part of readings and tests of diffusers, grilles and registers.
 - 14. Adjust all diffusers, grilles and registers to minimize drafts in all areas.
 - 15. Permanently mark all dampers after air balance is complete so that they can be restored to their correct position, if disturbed later.
 - 16. Seal openings in ductwork for pitot tube insertion with snap-in plugs after air balance is complete.

END OF SECTION

SECTION 230700
PIPE INSULATION

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. This section describes the insulation, jackets and accessories for piping as scheduled in Part 3 of this Section.

1.02 RELATED REQUIREMENTS

- A. Section 079200 - Joint Sealants
- B. Section 232000 - Pipe, Valves, and Fittings
- C. Section 232300 - Refrigerant Piping

1.03 REFERENCES

- A. National Fire Protection Association (NFPA):
 - 1. NFPA 255 - Surface Burning Characteristics of Building Materials.
- B. Greenguard
- C. 2020 International Energy Conservation Code
- D. 2020 International Mechanical Code
- E. Underwriters Laboratories, Inc. (UL):
 - 1. UL 723 - Standard for Test for Surface Burning Characteristics of Building Materials.
- F. American Society for Testing and Materials (ASTM):
 - 1. ASTM A666 - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar.
 - 2. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
 - 3. ASTM C177 - Standard Test Method for Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Guarded-Hot-Plate Apparatus.
 - 4. ASTM C195 - Standard Specification for Mineral Fiber Thermal Insulating Cement.
 - 5. ASTM C335 - Standard Test Method for Steady-State Heat Transfer Properties of Horizontal Pipe Insulation.
 - 6. ASTM C449 - Standard Specification for Mineral Fiber Hydraulic-Setting Thermal Insulating and Finishing Cement.
 - 7. ASTM C518 - Standard Test Method for Steady-State Heat Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus.
 - 8. ASTM C533 - Standard Specification for Calcium Silicate Block and Pipe Thermal Insulation.
 - 9. ASTM C534 - Standard Specification for Preformed Flexible Elastomeric Cellular Thermal Insulation in Sheet and Tubular Form.
 - 10. ASTM C547 - Standard Specification for Mineral Fiber Preformed Pipe Insulation.
 - 11. ASTM C 552 - Standard Specification for Cellular Glass Thermal Insulation
 - 12. ASTM C553 - Standard Specification for Mineral Fiber Blanket Thermal Insulation for Commercial and Industrial Applications.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

13. ASTM C578 - Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation.
14. ASTM C585 - Standard Practice for Inner and Outer Diameters of Rigid Thermal Insulation for Nominal Sizes of Pipe and Tubing.
15. ASTM C 591 - Standard Specification for Unfaced Preformed Rigid Cellular Polyisocyanurate Thermal Insulation.
16. ASTM C 610 - Standard Specification for Molded Expanded Perlite Block and Pipe Thermal Insulation.
17. ASTM C795 - Standard Specification for Thermal Insulation for Use in Contact with Austenitic Stainless Steel.
18. ASTM C921 - Standard Practice for Determining the Properties of Jacketing Materials for Thermal Insulation.
19. ASTM C1136 - Standard Specification for Flexible, Low Permeance Vapor Retarders for Thermal Insulation
20. ASTM D1056 - Standard Specification for Flexible Cellular Materials - Sponge or Expanded Rubber.
21. ASTM D2842 - Standard Test Method for Water Absorption of Rigid Cellular Plastics.
22. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
23. ASTM E96 - Standard Test Method for Water Vapor Transmission of Materials.

1.04 DEFINITIONS

- A. Greenguard: Greenguard Environmental Institute
- B. IAQ: Indoor Air Quality
- C. EPA: Environmental Protection AgencyA
- D. WHO: World Health Organization
- E. ASJ: All Service Jacket
- F. SSL: Self-Sealing Lap
- G. FSK: Foil-Scrim-Kraft; jacketing
- H. PSK: Poly-Scrim-Kraft; jacketing
- I. PVC: Polyvinyl Chloride
- J. FRP: Fiberglass Reinforced Plastic
- K. Cold Service Piping/ Surfaces: Pipes or surfaces where the normal operating temperature is 60 degrees F or lower.
- L. Hot Service Piping/ Surfaces: Pipes or surfaces where the normal operating temperature is 105 degrees F or higher.

1.05 SUBMITTALS

- A. Product data: Provide product description, thermal characteristics, list of materials and thickness for each service, and locations.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- B. Manufacturer's Instructions: Indicate installation procedures that ensure acceptable workmanship and installation standards will be achieved.

1.06 QUALITY ASSURANCE

- A. Qualifications:
 - 1. Manufacturer: Company specializing in manufacturing products specified with minimum 3 years documented experience.
 - 2. Installer: Company specializing in performing the Work of this Section with minimum 3 years documented experience.
- B. Materials:
 - 1. Flame spread/smoke developed rating of 25/50 or less in accordance with ASTM E84, NFPA 255 and UL 723.
 - 2. Insulation for duct, pipe and equipment for above grade exposed to weather outside building shall be certified as being self-extinguishing for 1" thickness in less than 53 seconds when tested in accordance with ASTM D1692.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Accept materials on site, labeled with manufacturer's identification, product density, and thickness.
- B. Follow manufacturer's recommended storage and handling practices.

1.08 ENVIRONMENTAL REQUIREMENTS

- A. Maintain ambient conditions required by manufacturers of each product (tapes, adhesives, mastics, cements, insulation, etc.).
- B. Maintain temperature before, during, and after installation for a minimum of 24 hours.
- C. Supply fiberglass products that assure excellent IAQ (Indoor Air Quality) performance through Greenguard Certification.
- D. Mold: Carefully inspect any insulation that has been exposed to water. If it shows any sign of mold growth remove it from the Site. If the material is wet but shows no sign of mold, dry rapidly and thoroughly. If it shows signs of facing degradation from wetting remove it from the Site.

PART 2 - PRODUCTS

2.01 FIBER GLASS INSULATION

- A. Approved Manufacturers:
 - 1. Knauf Insulation
 - 2. Johns Manville Corporation
 - 3. Owens Corning Corporation
 - 4. CertainTeed Corporation
- B. Fiber glass insulation meeting ASTM C547, ASTM C585, and ASTM C795; rigid molded, noncombustible.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- C. Factory applied vapor barrier jacket: ASJ/SSL conforming to ASTM C1136 Type I and ASTM E96, secured with self-sealing longitudinal laps and butt strips.

2.02 ELASTOMERIC INSULATION

- A. Approved Manufacturers:
 - 1. Armacell LLC
 - 2. K-Flex USA, Inc.
- B. Flexible, tubular (Type 1) or sheet/roll form (Type 2) closed-cell elastomeric insulation complying with ASTM C534 << Grade 2 - High Temperature (to 350°F) >>; use molded tubular material wherever possible.

2.03 ELASTOMERIC INSULATION ACCESSORIES

- A. Adhesives:
 - 1. Air dried, waterproof vapor barrier contact adhesive, compatible with insulation for joining of seams and butt joints.
- B. Finishes:
 - 1. Provide a weather and UV resistant protective finish for outdoor applications in accordance with the manufacturer's recommendations.

2.04 CELLULAR GLASS INSULATION

- A. Approved Manufacturers:
 - 1. Pittsburgh Corning Corporation
- B. Cellular glass insulation meeting ASTM C552, Type II.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify that all piping is tested and approved prior to insulation installation.
- B. Verify that all surfaces are clean, dry and without foreign material before applying insulation materials.

3.02 INSTALLATION (GENERAL)

- A. Install all materials using skilled labor regularly engaged in this type of work. Install all materials in strict accordance with manufacturer's recommendations, building codes, and industry standards.
- B. Locate insulation and cover seams in the least visible location. Extend all surface finishes in such a manner as to protect all raw edges, ends and surfaces of insulation.
- C. On cold surfaces where a vapor retarder must be maintained, apply insulation with a continuous, unbroken moisture and vapor seal. Insulate and vapor seal all hangers, supports, anchors, or other projections secured to cold surfaces to prevent condensation.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- D. Insulated pipes conveying fluids below ambient temperature; insulate entire system including fittings, valves, unions, flanges, strainers, flexible connections, pump bodies, and expansion joints.
- E. For hot piping conveying fluids <<140°F>> or less, do not insulate flanges and unions at equipment, but bevel and seal ends of insulation.
- F. For hot piping conveying fluids over <<140°F>>, insulate flanges and unions at equipment.
- G. Maintain continuous pipe insulation through walls, ceiling or floor openings, or sleeves except where firestop or firesafing materials are required.
- H. Install insulation neatly, accurately and without voids, in accordance with manufacturer's instructions and NIAC National Commercial and Industrial Insulation Standards.
- I. Insulate fittings, valves and flanges using premolded covers with precut insulation inserts.
- J. Insulate piping using insulation of type and thickness scheduled in this Section.
- K. Install metal shields between hangers or supports and the piping insulation. Install rigid insulation inserts as required between the pipe and the insulation shields. Fabricate inserts to be of equal thickness to the adjacent insulation and vapor seal as required. Insulation inserts shall be no less than the following lengths:

1½" to 2½" IPS	10" long
3" to 6" IPS	12" long
8" to 10" IPS	16" long
12" and over IPS	22" long

- L. Pipe exposed in Mechanical Equipment Rooms or Finished Spaces (less than 10 feet above finished floor) to be finished with PVC jacket and fitting covers, aluminum jacket, or stainless steel jacket.
- M. Buried Piping: Provide factory fabricated assembly with inner all-purpose service jacket with self-sealing lap, and asphalt impregnated open mesh glass fabric, with one mil thick aluminum foil sandwiched between three layers of bituminous compound; outer surface faced with polyester film.
- N. Heat Traced Piping: Insulate fittings, joints, and valves with insulation of like material, thickness, and finish as adjoining pipe. Size large enough to enclose pipe and heat tracer. Cover with <<aluminum; stainless steel>> jacket with seams located on bottom side of horizontal piping. Coordinate insulation installation with heat-tracing installation and testing. Insulate piping after tracing or heat distribution tape has been installed and tested for continuity.

3.03 INSTALLATION (FIBER GLASS)

- A. Provide a continuous vapor retarder on piping operating below ambient temperatures. Seal all joints, seams and fittings.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- B. Firmly butt and secure ends with appropriate butt-strip material. On high-temperature piping, double layering with staggered joints when recommended by the insulation manufacturer. When double layering, the inner layer should not be jacketed.
- C. Insulated pipes conveying fluids below ambient temperature:
 - 1. Provide vapor barrier jackets, factory-applied or field-applied; secure with self-sealing longitudinal laps and butt strips with pressure sensitive adhesive. Secure with outward clinch expanding staples and vapor barrier mastic.
 - 2. Insulate fittings, joints, and valves with molded insulation of like material and thickness as adjacent pipe. Finish with glass cloth and vapor barrier adhesive or PVC fitting covers.
- D. Insulated pipes conveying fluids above ambient temperature:
 - 1. Provide standard jackets, with or without vapor barrier, factory-applied or field-applied. Secure with self-sealing longitudinal laps and butt strips with pressure sensitive adhesive. Secure with outward clinch expanding staples.
 - 2. Insulate fittings, joints, and valves with insulation of like material and thickness as adjacent pipe. Finish with glass cloth and vapor barrier adhesive or PVC fitting covers.
- E. Exterior Applications:
 - 1. Jacket piping and fittings exposed to the elements using aluminum or stainless steel jackets with a factory applied moisture barrier. Hold firmly in place with a friction type Z lock or a minimum 2" overlap joint. Seal all joints completely along the longitudinal seam and install so as to shed water. Seal all circumferential joints by use of preformed butt strips; minimum 2" wide or a minimum 2" overlap. Overlap butt strips to the adjacent jacketing a minimum 1/2-inch and completely weather seal. Install a 6" to 10" unsealed slide joint every 25 to 30 lineal feet to allow for the thermal expansion of the pipe and jacketing. In addition, apply a thin bead of silicone grease in the overlap to prevent water migration while allowing the joint to slide. Install an unsealed slide joint where distance between fittings exceeds 8 lineal feet.
 - 2. Provide vapor barrier jacket. Insulate fittings, joints, and valves with insulation of like material and thickness as adjoining pipe, and finish with glass mesh reinforced vapor barrier cement. Cover with <<aluminum; stainless steel>> jacket with seams located on bottom side of horizontal piping.
- F. Cold Piping Insulation:
 - 1. On below freezing applications and in high abuse areas protect the ASJ jacket with a PVC vapor retarding outer jacket. Seal exposed ends of the insulation with a vapor retarder mastic installed per the manufacturer's recommendations. Apply vapor seals at butt joints at every fourth pipe section joint and at each fitting to isolate any water incursion.
 - 2. On chilled water systems operating in conditions of: RH of 90% and above, follow the same guidelines as described above for below freezing applications.

3.04 INSTALLATION (ELASTOMERIC)

- A. Piping:
 - 1. Install pipe insulation by slitting tubular sections and applying onto piping or tubing. Alternately, slide unslit sections over the open ends of piping or tubing. Adhere and seal all seams and butt joints using adhesive.
 - 2. Push insulation onto the pipe, never pull. Stretching of insulation may result in open seams and joints.
 - 3. Tape the ends of the tubing before slipping the insulation over the new pipes to prevent dust from entering the pipe.

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Daniel P. Thomas MRF

Contract No.: 23-519

4. Clean cut all edges. Do not leave rough or jagged edges of the insulation. Use proper tools such as sharp non-serrated knives.
 5. On cold piping, adhere insulation directly to the piping at the high end of the run using a two-inch strip of adhesive on the inner diameter of the insulation and on the pipe. Coat all exposed end cuts of the insulation with adhesive. Adhere all penetrations through the insulation and termination to the substrate to prevent condensation migration.
 6. Use sheet insulation on all pipes larger than 6-inch diameter. Do not stretch insulation around the pipe. On pipes larger than 12-inch diameter, adhere insulation directly to the pipe on the lower 1/3 of the pipe. On pipes greater than 24-inch diameter, completely adhere insulation.
 7. Stagger seams when applying multiple layers of insulation.
- B. Valves, Flanges and Fittings:
1. Insulate all fittings with the same insulation thickness as the adjacent piping. Adhere all seams and mitered joints with adhesive. Sleeve screwed fittings and adhere with a minimum 1" overlap onto the adjacent insulation.
 2. Insulate valves, flanges, strainers, and Victaulic couplings using donuts covered with sheet or oversized tubular insulation.
- C. Hangers:
1. Support piping system using high density inserts with sufficient compressive strength. Apply elastomeric foam insulation with the same or greater thickness than the pipe insulation to pipe supports. Seal all joints with adhesive.
 2. Standard and split hangers - Insulate piping supported by ring hangers with the same insulation thickness as the adjacent pipe. Seal all seams and butt joints with adhesive. Sleeve ring hangers using oversized tubular insulation. On cold piping, extend insulation up the hanger rod a distance equal to four times the insulation thickness. Insulation tape may be used to a thickness equal to the adjacent insulation thickness.
 3. Clevis hangers or other pipe support systems - Install saddles under all insulated lines at unistrut clamps, clevis hangers, or locations where insulation may be compressed due to the weight of the pipe. Insert and adhere wooden dowels or blocks of a thickness equal to the insulation to the insulation between the pipe and the saddle.
 4. Pre-insulated pipe hangers can be used to prevent compression of insulation at standard split, clevis hangers or other pipe support systems. Adhere a pair of non-skid pads to the clamps to minimize the movement. In addition, to prevent loosening of the clamps, use an antivibratory fastener, such as a nylon-locking nut.
- D. Exterior Applications:
1. Paint all outdoor exposed piping with two coats of UV resistant finish. Prior to applying the finish, wipe the insulation with denatured alcohol. Do not tint the finish.
 2. Locate seams for all outdoor exposed piping on the lower half of the pipe.

3.05 PIPING INSULATION MATERIAL SCHEDULE

SYSTEM OR SERVICE	LOCATION	INSULATION TYPE	JACKET
HEATING HOT WATER	INSIDE	FIBER GLASS	ALL SERVICE JACKET
HEATING HOT WATER	INSIDE	FIBER GLASS	ALL SERVICE JACKET
HEATING HOT WATER	OUTSIDE	FIBER GLASS	ALUMINUM JACKET
HEATING HOT WATER	OUTSIDE	FIBER GLASS	ALUMINUM JACKET
HVAC REFRIGERANT LINES	INSIDE	ELASTOMERIC	
HVAC REFRIGERANT LINES	OUTSIDE	ELASTOMERIC	EXTERIOR COATING

3.06 MINIMUM PIPING INSULATION THICKNESS (IN.)

FLUID OPERATING TEMP RANGE (°F)	SYSTEMS IN TEMP RANGE	INSUALATION CONDUCTIVITY		NOMINAL PIPE OR TUBE SIZE (IN.)				
		CONDUCTIVITY BTU*IN./ (H*SQ. FT.*°F)	MEAN RATING TEMP (°F)	<1	1 TO < 1-1/2	1-1/2 TO < 4	4 TO < 8	=8
> 350		0.32-0.34	250	4.5	5.0	5.0	5.0	5.0
251-350		0.29-0.32	200	3.0	4.0	4.5	4.5	4.5
201-250		0.27-0.30	150	2.5	2.5	2.5	3.0	3.0
141-200		0.25-0.29	125	1.5	1.5	2.0	2.0	2.0
105-140		0.21-0.28	100	1.0	1.0	1.5	1.5	1.5
40-60		0.21-0.27	75	0.5	0.5	1.0	1.0	1.0
< 40		0.20-0.26	50	0.5	1.0	1.0	1.0	1.5

END OF SECTION

SECTION 230719
DUCTWORK INSULATION

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. This section describes the insulation, jackets and insulating accessories for sheet metal ductwork as scheduled in Part 3 of this Section and as shown on the Drawings.

1.02 REFERENCES

- A. National Fire Protection Association (NFPA):
 - 1. NFPA 255 - Surface Burning Characteristics of Building Materials.
- B. Greenguard
- C. 2020 International Energy Conservation Code
- D. Sheet Metal and Air Conditioning Contractors National Association (SMACNA):
- E. SMACNA - HVAC Duct Construction Standards - Metal and Flexible.
- F. Underwriters Laboratories, Inc. (UL):
 - 1. UL 723 - Surface Burning Characteristics of Building Materials.
- G. American Society for Testing and Materials (ASTM):
 - 1. ASTM B209 - Aluminum and Aluminum-Alloy Sheet and Plate.
 - 2. ASTM C177 - Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Guarded-Hot-Plate Apparatus.
 - 3. ASTM C518 - Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus.
 - 4. ASTM C553 - Mineral Fiber Blanket and Felt Insulation.
 - 5. ASTM C612 - Specification for Mineral Fiber Block and Board Thermal Insulation.
 - 6. ASTM C795 - Standard Specification for Thermal Insulation for Use in Contact with Austenitic Stainless Steel
 - 7. ASTM C921 - Properties of Jacketing Materials for Thermal Insulation.
 - 8. ASTM C1136 - Standard Specification for Flexible, Low Permeance Vapor Retarders for Thermal Insulation
 - 9. ASTM D1056 - Flexible Cellular Materials - Sponge or Expanded Rubber.
 - 10. ASTM E84 - Surface Burning Characteristics of Building Materials.
 - 11. ASTM E96 - Water Vapor Transmission of Materials.

1.03 DEFINITIONS

- A. Greenguard: Greenguard Environmental Institute
- B. IAQ: Indoor Air Quality
- C. EPA: Environmental Protection Agency
- D. WHO: World Health Organization

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- E. ASJ: All Service Jacket
- F. SSL: Self-Sealing Lap
- G. FSK: Foil-Scrim-Kraft; jacketing
- H. PSK: Poly-Scrim-Kraft; jacketing
- I. PVC: Polyvinyl Chloride
- J. FRP: Fiberglass Reinforced Plastic
- K. Cold Piping/Ductwork/Surfaces: Pipes or surfaces where the normal operating temperature is 60 degrees F or lower.

1.04 SUBMITTALS

- A. Product data: To include product description, manufacturer's installation instructions, types and recommended thicknesses for each application, and location of materials.
- B. Provide samples and mock-ups of systems as required.

1.05 ENVIRONMENTAL REQUIREMENTS

- A. Maintain ambient conditions required by manufacturers of tapes, adhesives, mastics, cements, and insulation materials.
- B. Follow manufacturer's recommended handling practices.
- C. Supply fiberglass products that assure excellent IAQ (Indoor Air Quality) performance through Greenguard Certification.
- D. Mold: Carefully inspect any insulation that has been exposed to water. If it shows any sign of mold growth remove it from the Site. If the material is wet but shows no sign of mold, dry rapidly and thoroughly. If it shows signs of facing degradation from wetting remove it from the Site. Discard air handling insulation used in the air stream if exposed to water.

1.06 QUALITY ASSURANCE

- A. Qualifications:
 - 1. Manufacturer: Company specializing in manufacturing Products specified with minimum 3 years documented experience.
 - 2. Installer: Company specializing in performing the Work of this Section with minimum 3 years documented experience.
- B. Materials:
 - 1. Flame spread/smoke developed rating of 25/50 or less in accordance with ASTM E84, NFPA 255 and UL 723.
 - 2. Certify insulation for duct, pipe and equipment for above grade exposed to weather outside building as being self-extinguishing for 1" thickness in less than 53 seconds when tested in accordance with ASTM D1692.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

PART 2 - PRODUCTS

2.01 FIBERGLASS DUCT WRAP

- A. Flexible Fiber Glass Blanket meeting ASTM C 553 Types I, II and III, and ASTM C 1290; Greenguard compliant.
- B. Factory Applied Vapor Retarder Jacket: FSK or PSK conforming to ASTM C 1136 Type II.
- C. Maximum service temperature of 250° F (Faced) or 350° F (Unfaced).
- D. Density:
 - 1. Concealed areas: Minimum 0.75 PCF.
 - 2. Exposed areas: Minimum 1.0 PCF.
- E. Approved Products:
 - 1. Friendly Feel Duct Wrap by Knauf

2.02 FIBERGLASS RIGID BOARD

- A. Rigid Fiber Glass Board insulation meeting ASTM C 612 Type IA and IB.
- B. Mean temperature by ASTM C 177 and a maximum service temperature of 450° F.
- C. Factory Applied Vapor Retarder Jacket: ASJ conforming to ASTM C 1136 Type I, or FSK or PSK conforming to ASTM C 1136 Type II.
- D. Density:
 - 1. Concealed areas: Minimum 3 PCF
 - 2. Exposed areas: Minimum 6 PCF
- E. Approved Products:
 - 1. Insulation Board by Knauf

2.03 INTERNAL DUCT LINING

- A. Conforming to ASTM C 1071 Type 1 and NFPA 90A & 90B.
- B. Noise Reduction Coefficient (NRC): ASTM C 423 Type A Mounting, 0.40 or higher for ½" product, 0.60 or higher for 1" product.
- C. Rated for a maximum air velocity of 6000 Feet per minute.
- D. Approved Products:
 - 1. Textile Duct Liner with Hydroshield® Technology by Knauf.

2.04 FIBERGLASS INSULATION ACCESSORIES

- A. Aluminum Jacket - 0.016-inch (0.406 mm) thick in smooth, corrugated, or embossed finish with factory applied moisture barrier. Overlap 2-inch (50 mm) minimum.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- B. Laminated Self-Adhesive Water and Weather Seals - apply per manufacturers' recommendations.
- C. Tapes - Vapor barrier type, self-sealing, non-corrosive, fire-retardant. Approved Manufacturer: Compac Corporation
- D. Adhesives - Approved Manufacturer: Foster
- E. Mastic - Approved Manufacturer: Foster
- F. Vapor Barrier Coating - Approved Manufacturer: Foster

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify that all ductwork is tested and approved prior to insulation installation.
- B. Verify that all surfaces are clean, dry and without foreign material before applying insulation materials.

3.02 DUCTWORK REQUIRING INSULATION

- A. Insulate Ductwork as specified in the DUCTWORK INSULATION SCHEDULE.
 - 1. Insulate any additional ductwork or plenums indicated to be insulated on the Drawings.

3.03 INSTALLATION (GENERAL)

- A. Install all materials using skilled labor regularly engaged in this type of work. Install all materials in strict accordance with manufacturer's recommendations, building codes, and industry standards.
- B. Locate insulation and cover seams in the least visible location. Extend all surface finishes in such a manner as to protect all raw edges, ends and surfaces of insulation.
- C. On cold surfaces where a vapor retarder must be maintained, apply insulation with a continuous, unbroken moisture and vapor seal. Insulate and vapor seal all hangers, supports, anchors, or other projections secured to cold surfaces to prevent condensation.
- D. Install insulation neatly, accurately and without voids, in accordance with manufacturer's instructions and NIAC National Commercial and Industrial Insulation Standards.
- E. Install ductwork hanger supports on the outside of the insulation. Where vertical ducts are supported to the building structure, insulate the ductwork supports to prevent condensation.
- F. Insulate ductwork using insulation of the type and thickness scheduled at the end of this Section.
- G. If specified insulation board thickness does not cover ductwork standing seams and reinforcing angles, insulate them by adhering a grooved strip of fiberglass board with a thickness at least 1 ½ inches greater than the height of the seam or angle covered over the standing seam or angle.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

3.04 FIBERGLASS INTERNAL DUCT LINING

- A. Apply Duct Lining in strict accordance with the latest edition of SMACNA's "HVAC Duct Construction Standard Metal & Flexible" and NAIMA's "Fibrous Glass Duct Liner Standard".
- B. Select length of mechanical fasteners in accordance with the manufacturer's recommendation as listed on each product. Install mechanical fasteners perpendicular to the duct surface, and such that the pin does not compress the liner more than 1/8" relative to the nominal thickness of the insulation.
- C. Adhesive shall conform to ASTM C 916. Apply adhesive to the sheet metal with a 90% minimum coverage. Coat all exposed edges of the duct liner with the same adhesive. Repair all rips and tears using an adhesive that conforms to ASTM C 916.
- D. Cover all internal duct areas with duct liner. Firmly butt transverse joints with no gaps and coat with adhesive. Overlap and compress longitudinal corner joints.
- E. When air velocities are 4000 to 6000 FPM, apply metal nosing to all upstream transverse edges to additionally secure the insulation.

3.05 FIBERGLASS WRAP INSULATION

- A. Apply external duct wrap per insulation schedule even where internally lined.
- B. Install Duct Wrap to obtain specified R-value using a maximum compression of 25%.
- C. Firmly butt all joints.
- D. Overlap the longitudinal seam of the vapor retarder a minimum of 2 inches.
- E. Where vapor retarder performance is required, repair all penetrations and damage to the facing using pressure-sensitive foil tape or mastic prior to system startup.
- F. Use pressure-sensitive foil tapes a minimum 3 inches wide and apply by moving pressure using a squeegee or other appropriate sealing tool.
- G. Additionally secure Duct Wrap to the bottom of rectangular ductwork over 24 inches wide using mechanical fasteners on 18-inch centers. Do not over-compress insulation during installation.
- H. Overlap unfaced Duct Wrap a minimum of 2 inches and fasten using 4-inch to 6-inch nails or skewers spaced 4 inches apart, or secured with a wire/banding system. Do not damage the Duct Wrap.

3.06 FIBERGLASS BOARD INSULATION

- A. Fit insulation by scoring, cutting and mitering to fit the contour of the ductwork.
- B. Attach insulation to ductwork in thickness scheduled by brushing adhesive uniformly on all sides of ductwork covering 100 percent of ductwork surface. Press insulation into place, making complete contact with adhesive. Butt edges of insulation board tightly together without gaps.

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Contract No.: 23-519

- C. Additionally, hold insulation in place by impaling on pins welded to all four sides of the ductwork. Locate and weld pins a minimum 12 inch on center with a minimum of 2 rows per side of duct and no less than 3 inches from the edges of the ductwork. Secure insulation to pins with 1 inch diameter hold-down washers. As an alternate to welded pins, provide "Gripnail" mechanical surface fasteners by Gripnail Corporation using pneumatic hammer designed for this work.
- D. Seal all joints, seams, breaks, and punctures in facing with adhesive and cover with 3 inch wide sealing tape. Flash supports with vapor barrier coating.
- E. For rectangular ducts and plenums exposed to weather, pitch ductwork or insulation board minimum $\frac{1}{4}$ inch per foot to prevent rainwater from accumulating on top of duct or plenum. Cover insulation board with Sheet Waterproofing Membrane.

3.07 DUCTWORK INSULATION SCHEDULE**A. Fiber Glass Insulation Schedule:**

Ductwork System	Type	Minimum R-Value
Supply Ducts and Plenums, Concealed	Fiberglass Duct Wrap	6
Return Ducts and Plenums, Concealed	Fiberglass Duct Wrap	6
Supply and Return Ducts and Plenums, Exposed in the Space Served	Uninsulated	NA
Supply and Return Ducts and Plenums, Exposed Other Than in the Space Served	Fiberglass Rigid Board	6
Ductwork 20 Feet Upstream and Downstream of Air Handling Units and Supply and Return Fans, Located Indoors	Fiberglass Internal Duct Lining	Note 1
General Exhaust Ducts Except as Noted	Uninsulated	NA

NOTE 1 - Ductwork to be provided with 1-inch internal lining in addition to externally applied insulation in accordance with the table above.

END OF SECTION

SECTION 230800
COMMISSIONING OF MECHANICAL SYSTEMS

PART 1 - GENERAL

1.01 COMMISSIONING CONTRACT

- A. The Owner will employ an independent Commissioning Authority (CA). The mechanical contractor shall support all commissioning efforts as defined here-in and as required by the CA, in reference specifications or as otherwise required under standard care of the type of project and it's delivery.

1.02 DESCRIPTION

- A. General provisions and other mechanical systems are specified in other Sections of Division 23.
- B. Commissioning is an ongoing process and shall be performed throughout construction. Commissioning requires the participation of Division 23 to ensure that all systems are operating in a manner consistent with the Contract Documents. Division 23 shall be familiar with the commissioning plan issued by the Commissioning Authority (CA) as it applies to the work of Division 23 and shall execute all commissioning responsibilities assigned to them in the Contract Documents.
- C. Commissioning shall conclude with the completion of all required deferred testing, training and system documentation as specified and required to ensure the proper operation of the mechanical equipment and systems provided by this Division.
- D. This Section covers mechanical systems commissioning, as required to demonstrate that the equipment and systems of Division 23 are ready for safe and satisfactory operation, as defined by project documents. Commissioning shall include, but shall not be limited to, identification of piping and equipment, cleaning, lubrication, start-up, check-out, and testing, adjusting, and balancing of systems, preparation of equipment and systems documentation and of maintenance and operation manuals, Owner training, and preparation of record drawings.

1.03 QUALITY ASSURANCE

- A. The mechanical contractor shall identify a mechanical commissioning supervisor. The mechanical commissioning supervisor should have a minimum of ten years experience in mechanical contracting. The mechanical commissioning supervisor shall become familiar with the design intent and the requirements of the commissioning process as defined in this Section. The mechanical commissioning supervisor shall attend all commissioning meetings and coordinate the commissioning schedule as outlined by the CA. The mechanical commissioning supervisor shall assist the CA in coordinating and executing the required commissioning activities.

1.04 MECHANICAL CONTRACTOR RESPONSIBILITIES

- A. Include and itemize the cost of commissioning in the contract price with an estimated breakdown of hours for meeting and functional testing requirements.
- B. The mechanical commissioning supervisor shall be responsible for scheduling, supervising, and coordinating the startup, testing and commissioning activities as specified herein with the CA.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

Specific requirements of the mechanical contractor and associated subcontractors are identified in this Section and in other Sections of this Division.

- C. The CA shall conduct independent verification of installation, pre-functional, start-up and functional testing as required here-in.
- D. Mechanical commissioning shall take place in three phases. Commissioning requirements for each phase are as follows:
 - 1. Construction Phase
 - a. The Contractor shall attend a Commissioning Scoping meeting and additional commissioning meetings as required throughout the commissioning process. These commissioning meetings will be monthly during early construction and may increase in frequency to weekly during the start-up, pre-functional and functional testing phases. The Contractor shall assure that all subcontractors who have commissioning responsibilities attend the Commissioning Scoping meeting and other commissioning meetings, as appropriate, during the construction process.
 - b. The Contractor shall report, in writing, to the CA at least as often as commissioning meetings are scheduled concerning the status of his activities as they affect the commissioning process, the status of each discrepancy identified, the pre-functional and functional testing process, explanations of any disagreements with the identified deficiencies, and proposed resolution and schedule.
 - c. The Contractor shall provide the CA with normal cut sheets and shop drawing submittals of equipment that is to be commissioned.
 - d. The Contractor shall provide documentation to the CA for development of pre-functional and functional performance testing procedures, prior to normal O&M manual submittals. This documentation shall include detailed manufacturer installation, start-up, operating, troubleshooting and maintenance procedures; full details of any owner-contracted tests; fan and pump curves; full factory testing reports, if any; and full warranty information, including all responsibilities of the Owner to keep the warranty in force clearly identified. In addition, the installation, start-up and checkout materials that are actually shipped inside the equipment and the actual field checkout sheet forms to be used by the factory or field technicians shall be submitted to the CA. The CA may request further documentation necessary for the development of functional performance testing and the commissioning process. This data request may be made prior to normal submittals.
 - e. The Contractor shall develop and submit to CA, for review prior to equipment or system startup, a complete startup and initial checkout plan using manufacturer's start-up procedures.
 - f. The Contractor shall review and complete the CA's pre-functional check-sheets and sign-off on the appropriate areas when the Contractor and sub-contractors are complete. The pre-functional test sheets will be developed by the CA. The CA may conduct their own pre-functional testing check in parallel with the Contractors or verify the contractors completed pre-functional forms after submission.
 - g. The Contractor shall provide a copy of the O&M manuals and submittals of commissioned equipment, through normal channels, to the CA for review.
 - h. The Contractor shall assist in clarifying the proposed operation and control of commissioned equipment in areas where the specifications, control drawings or equipment documentation is not sufficient for writing detailed testing procedures.
 - i. The CA shall prepare the specific functional test procedures as specified herein. The Contractors shall review the CA's proposed functional performance test procedures to ensure feasibility, safety and equipment protection and provide necessary written alarm limits to be used during the tests.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- j. Contractor shall prepare a preliminary schedule for Division 23 commissioning activities, to include pipe and duct system testing, flushing and cleaning, equipment start-up, and TAB start and completion, for use by the CA and shall update the schedule as appropriate. CA will assist in providing expected time durations for Cx activities.
- k. The Contractor shall update the commissioning activities and notify any delays in the progress meetings. Contractor shall notify the CA during the commissioning meetings when commissioning activities not yet performed or not yet scheduled will delay construction. Mechanical equipment start-up shall not be initiated until the complete sign-off of the pre-functional check-sheets as developed by the CA as specified in other Sections of Division 23.
- l. The Contractor shall provide startup testing for all HVAC equipment, including the building automation control system and shall execute the mechanical-related portions of the pre-functional checklists for all commissioned equipment during the startup and initial checkout process. The CA shall conduct an independent start-up once the Contractor is complete with their requirements.
- m. The Contractor shall perform and clearly document all completed start-up and system operational checkout procedures, providing a copy to the CA.
- n. The Contractor shall correct current A/E punch list and CA deficiency items before functional performance testing can begin. Air and water TAB shall be completed with discrepancies and problems remedied before functional testing of the respective air or water related systems.
- o. The CA shall generate the functional testing procedure and record to the mechanical contractor. The mechanical contractor shall review and provide support to the functional testing process. Contractor shall operate boilers, pumps, etc., and systems in accordance with the CA requirements, open and close disconnects and switch normal and emergency power requirements as directed by the CA and the functional testing procedures.
- p. The Contractor shall report in writing to the CA at least as often as commissioning meetings are being scheduled concerning the status of each outstanding discrepancy identified during commissioning, pre-functional and functional performance testing. Report shall include description of the identified discrepancy, explanations of any disagreements, and proposals and schedule for correction of the discrepancy.
 - 1) Acceptance Phase. The Contractor shall assist and cooperate with the CA in the commissioning process by:
 - (a) Putting all HVAC equipment and systems into operation and continuing the operation during each working day of the test and balance and commissioning effort, as required.
 - (b) For a given area, have all required pre-functional checklists, calibrations, startup and selected functional tests of the mechanical system and associated controls completed and approved by the CA prior to beginning the test and balance process.
 - (c) Provide a qualified technician to operate the controls as required to assist the TAB contractor in performing TAB, or provide sufficient training for TAB to operate the system without assistance.
 - (d) Provide a TAB representative to assist the CA on conducting a random 10% check of the air and water distribution requirements.
 - (e) Including cost of sheaves and belts that may be required to obtain required equipment performance, as measured by the test and balance effort.
 - (f) Providing test holes in ducts and plenums where directed by TAB to allow air measurements and air balancing. Providing an approved plug.
 - (g) Providing temperature and pressure taps according to the Construction Documents for TAB and commissioning testing.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- (h) Installing a P/T plug at each water sensor that is an input point to the Control System.
 - (i) Providing skilled technicians to execute starting and operation of equipment.
 - (j) The CA will conduct functional performance testing. The Contractor may be required to have a skilled technician present during functional testing, although it is suggested that one be available to make adjustments or assist in problem-solving.
 - (k) The CA will require full and part load performance verifications as well as seasonal and simulated testing requirements. The Contractor shall be prepared to operate different components of various systems (example, DX and hot water systems to generate loading strategies) during the functional testing.
 - (l) Correct deficiencies (differences between specified and observed performance) as interpreted by the CA and A/E.
 - (m) Prepare O&M manuals according to the Contractor Documents, including clarifying and updating the original sequence of operation to as-built conditions.
 - (n) Maintain on site redline as built drawings and produce final "As-built" drawings for all project drawings and contractor-generated coordination drawings. List and clearly identify on the as-built drawings the locations of all airflow stations and sensor installations that are not equipment mounted.
 - (o) Provide specified training of the Owner's operating personnel in accordance with the CA's overview and outline.
 - (p) Coordinate with equipment manufacturers to determine specific requirements to maintain the validity of the warranty.
 - (q) Provide updated diagrammatical logic for all TAB adjustments to the system.
- 2) Warranty Period. During the warranty period, the Contractor shall:
- (a) Be available during seasonal or deferred functional performance testing conducted by the CA, according to the specifications.
 - (b) Correct deficiencies and make necessary adjustments to O&M manuals and as-built drawings for applicable issues identified in any seasonal testing.

1.05 TAB CONTRACTOR RESPONSIBILITIES

- A. Six weeks prior to the starting of the T&B, submit to the CA, the qualifications of the site technician(s) for the project, including three (3) names of contractors and facility managers of recent projects on which the personnel were in charge. The Owner and CA will approve the site technician for this job.
- B. Three months prior to the start of the TAB, submit a TAB plan and approach for each system. The plan shall be reviewed by the TAB and the CA for review and approval. The submitted plan shall include:
 - 1. Certification that the TAB contractor has reviewed the construction documents and the systems with the design engineers and Contractors to sufficiently understand the design intent for each system.
 - 2. An explanation of the intended use of the building control system.
 - 3. All field check-out sheets and logs to be used that lists each piece of equipment to be tested adjusted and balanced with the data cells to be gathered for each.
 - 4. Final test report forms to be used during this process:

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- a. Detailed step by step procedures for TAB work for each system and issue: terminal flow calibration; diffuser proportioning; branch and submain proportioning; total flow calculations; and rechecking diversity issues.
- b. List all air flow, water flow, sound level, system capacity and efficiency measurements to be performed and a description of each of the test procedures, parameters and formulas to be used.
- c. Details of how total flow will be determined (Air: sum of terminal flows via BMS calibrated readings or via hood, pitot tube or flow stations). Details of how total water flow will be determined (Water: pump curves, circuit setters, flow station, ultrasonic, etc.).
- d. The identification and types of measurement instruments to be used and their most recent calibration date.
- e. Specific procedures that will ensure that both air and watersides will be operating at there lowest possible pressure at the point where the system will operate.
- f. Confirmation that the TAB contractor understands the outside air ventilation criteria under all conditions and how this will be measured during normal, economizer and unoccupied conditions.
- g. Details of how building static, room static and exhaust fan capacity will be checked.
- h. Proposed selection points for traverse measurement locations on the as-built documents. Review the placement of the HVAC measurement devices for proper straight runs and accuracy.
- i. Submit a plan for testing and checking the fume hood system exhaust requirements.
- j. Plan for formal progress reports including scope and frequency.
- k. Plan for formal deficiency reports including scope and frequency.
 - 1) TAB contractor shall attend commissioning meetings as directed by the CA and the general contractor.
 - 2) TAB contractor shall communicate in writing to the controls contractor and the CA all setpoint and parameter changes made or problems and discrepancies identified during the TAB process that would affect the control loop system set-up and operation.
 - 3) Submit written report of discrepancies, deficit or uncompleted work by others, contract interpretation requests and list of completed tests to the CA at least once per week.
 - 4) After the TAB plan is accepted and two-weeks prior to TAB work, the contractor shall conduct a pre-balancing conference. Prior to the pre-balancing conference, the TAB contractor shall inspect the system readiness for testing and balancing. The TAB contractor shall prepare a list of deficiencies and uncompleted work that will affect the TAB process. This list shall be submitted to the CA and the general contractor.
 - 5) The TAB contractor shall review the projected schedule and provide, in writing, to the CA and CM any delays in the schedule and what items will require completion prior to the TAB work.
 - 6) The CA agent shall conduct independent verification of 10% of air and water end-devices for acceptance after the TAB contractor states in writing that they are complete with Testing & Balancing. The TAB contractor shall provide a mechanic to assist the CA in this verification and shall include this in the scope and price of the Work.
 - 7) The TAB agent shall submit the TAB report to the CA for his review and comment. All data contained shall be re-verified in the field by the CA. A minimum of ten percent of the airflow readings shall be verified by the CA using his own equipment. All selection points shall be random. Total airflow shall be verified on all mains in the supply and the exhaust ducts.

1.06 CONTROL CONTRACTOR RESPONSIBILITIES

- A. Include and itemize the cost of commissioning in the contract price with an estimated breakdown of hours for meeting and functional testing requirements.
- B. The controls commissioning supervisor shall be responsible for scheduling, supervising, and coordinating the startup, testing and commissioning activities as specified herein with the CA. Specific requirements of the controls contractor and associated subcontractors are identified in this Section and in other Sections of this Division.
- C. The CA shall conduct independent verification of installation, pre-functional, start-up and functional testing as required here-in.
- D. Controls commissioning shall take place in three phases. Commissioning requirements for each phase are as follows:
 - 1. Construction Phase
 - a. Contractor shall attend a Commissioning Scope meeting and additional commissioning meetings as required throughout the commissioning process. These commissioning meetings will be monthly during early construction and increase in frequency to weekly during the start-up, pre-functional and functional testing phases. Contractor shall assure that all subcontractors who have commissioning responsibilities attend the Commissioning Scope meeting and other commissioning meetings, as appropriate, during the construction process.
 - b. Contractor shall report, in writing, to the CA at least as often as commissioning meetings are scheduled concerning the status of his activities as they affect the commissioning process, the status of each discrepancy identified, the pre-functional and functional testing process, explanations of any disagreements with the identified deficiencies, and proposed resolution and schedule.
 - c. Contractor shall provide the CA with normal cut sheets and shop drawing submittals of equipment that is to be commissioned.
 - d. Contractor shall provide documentation to the CA for development of pre-functional and functional performance testing procedures, prior to normal O&M manual submittals. This documentation shall include detailed manufacturer installation, start-up, operating, troubleshooting and maintenance procedures; full details of any owner-contracted tests; points listing; full factory testing reports, if any; and full warranty information, including all responsibilities of the Owner to keep the warranty in force clearly identified. In addition, the installation, start-up and checkout materials that are actually shipped inside the equipment and the actual field checkout sheet forms to be used by the factory or field technicians shall be submitted to the CA. The CA may request further documentation necessary for the development of functional performance testing and the commissioning process. This data request may be made prior to normal submittals.
 - e. The Contractor shall develop and submit to CA, for review prior to equipment or system startup, a complete startup and initial checkout plan using manufacturer's start-up procedures.
 - f. The Contractor shall review and complete the CA's pre-functional check-sheets and sign-off on the appropriate areas when the Contractor and sub-contractors are complete. The pre-functional test sheets will be developed by the CA. The CA may conduct their own pre-functional testing check in parallel with the Contractors or verify the contractors completed pre-functional forms after submission.
 - g. Contractor shall provide a copy of the O&M manuals and submittals of commissioned equipment, through normal channels, to the CA for review.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- h. Contractor shall assist in clarifying the proposed operation and control of commissioned equipment in areas where the specifications, control drawings or equipment documentation is not sufficient for writing detailed testing procedures.
- i. CA shall prepare for the specific functional test procedures as specified herein. The Contractors shall review the CA's proposed functional performance test procedures to ensure feasibility, safety and equipment protection and provide necessary written alarm limits to be used during the tests.
- j. Controls contractor shall prepare a preliminary schedule for their commissioning activities, to include wiring, instrument installation, calibration, point-to-point verification, sequence of operation testing and emergency operating procedural testing for use by the CA and shall update the schedule as appropriate. The Contractor shall update the commissioning activities and notify any delays in the progress meetings. Contractor shall notify the CA during the commissioning meetings when commissioning activities not yet performed or not yet scheduled will delay construction.
- k. Controls instrument and equipment start-up shall not be initiated until the complete sign-off of the pre-functional check-sheets as developed by the CA as specified in other Sections of Division 23.
- l. Contractor shall provide startup testing for all HVAC equipment, including the building automation control system and shall execute the mechanical/controls-related portions of the pre-functional checklists for all commissioned equipment during the startup and initial checkout process. The CA shall conduct an independent start-up once the Contractor is complete with their requirements.
- m. Contractor shall perform and clearly document all completed startup and system operational checkout procedures, providing a copy to the CA.
- n. Contractor shall correct current A/E punch list and CA deficiency items before functional performance testing can begin. Point-to-point verification shall be completed with discrepancies and problems remedied before functional testing of the respective controls related systems.
- o. The CA shall generate the functional testing procedure and record to the controls contractor. The controls contractor shall review and provide support to the functional testing process. Contractor shall aid in operating boilers, pumps, etc., and systems in accordance with the CA requirements, turn on and off normal and emergency power requirements as directed by the CA and the functional testing procedures.
- p. Contractor shall report, in writing, to the CA at least as often as commissioning meetings are being scheduled concerning the status of each outstanding discrepancy identified during commissioning, pre-functional and functional performance testing. Report shall include description of the identified discrepancy, explanations of any disagreements, and proposals and schedule for correction of the discrepancy.
 - 1) Acceptance Phase. Contractor shall assist and cooperate with the CA in the commissioning process by:
 - (a) Putting all HVAC equipment and systems into operation and continuing the operation during each working day of the test and balance and commissioning effort, as required.
 - (b) For a given area, have all required, pre-functional checklists, calibrations, startup and selected functional tests of the mechanical system and associated controls completed and approved by the CA prior to beginning the test and balance process.
 - (c) Provide a qualified technician to operate the controls as required to assist the TAB contractor in performing TAB, or provide sufficient training for TAB to operate the system without assistance.
 - (d) Provide a controls representative to assist the CA on conducting a random 10% check of the air and water distribution requirements.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- (e) Providing skilled technicians to execute starting and operation of equipment.
 - (f) The CA will conduct functional performance testing. The Contractor may be required to have a skilled technician present during functional testing, although it is suggested that one be available to make adjustments or assist in problem-solving.
 - (g) The CA will require full and part load performance verifications as well as seasonal and simulated testing requirements. The Contractor shall be prepared to operate different components of various systems (example, chilled water and hot water systems to generate loading strategies) during the functional testing.
 - (h) Correct deficiencies (differences between specified and observed performance) as interpreted by the CA and A/E.
 - (i) Prepare O&M manuals according to the Contractor Documents, including clarifying and updating the original sequence of operation to as-built conditions.
 - (j) Maintain on site redline as built drawings and produce final "As-built" drawings for all project drawings and contractor-generated coordination drawings. List and clearly identify on the as-built drawings the locations of all airflow stations and sensor installations that are not equipment mounted.
 - (k) Provide specified training of the Owner's operating personnel in accordance with the CA's overview and outline.
 - (l) Coordinate with equipment manufacturers to determine specific requirements to maintain the validity of the warranty.
 - (m) Provide a detailed marked up drawings of all the instruments and their installed location (P&ID) for instruments and components.
- 2) Warranty Period. During the warranty period, the Contractor shall:
- (a) Be available during seasonal or deferred functional performance testing conducted by the CA, according to the specifications.
 - (b) Correct deficiencies and make necessary adjustments to O&M manuals and as-built drawings for applicable issues identified in any seasonal testing.

PART 2 - PRODUCTS

2.01 SYSTEMS TO BE COMMISSIONED

A. The following are systems to be commissioned:

- 1. Outdoor Air Handling Units
- 2. Exhaust Fans (EF-1,2,3,4,5,6,7)
- 3. Rooftop Units
- 4. Rooftop Condensers

2.02 2.2. TEST EQUIPMENT

- A. All standard testing equipment required to the mechanical portion startup, initial checkout shall be provided by the Contractor responsible for the equipment or system being tested. This includes TAB and controls verification.
- B. The CA shall perform their own system verification and performance check-out. The CA shall provide their own calibrated equipment as required for this testing.
- C. All testing equipment associated with functional performance verification and point-to-point required by the CA shall be the responsibility of the CA. All testing equipment associated with

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

the control's contractor point-to-point verification shall be the responsibility of the control's contractor.

- D. Special equipment, tools and instruments (only available from vendor or specific to a piece of equipment) required for the functional testing of that equipment, according to the requirements of the contract documents and the functional test procedures shall be provided to the CA by the installing contractor and shall become the property of the Owner at project completion as indicated in the specification.
- E. Proprietary test equipment and software required by any manufacturer for programming and/or start-up, whether specified or not, shall be provided by the manufacturer of the equipment. Manufacturer shall provide test equipment, demonstrate its use and assist in the commissioning process as needed. Proprietary test equipment (and software) shall become the property of the Owner upon successful completion of the commissioning process as required in the specifications.

PART 3 - EXECUTION

3.01 SUBMITTALS

- A. Division 23 shall provide submittal documentation relative to commissioning as required in this Section Part 1.

3.02 3.2 STARTUP PLAN AND PREFUNCTIONAL TESTING

- A. The mechanical contractor and associated subcontractors shall be responsible for the installation of complete systems and sub-systems, fully functional, meeting the design objectives of the Contract Documents. Contractor shall follow the approved start-up, initial checkout, and pre-functional testing procedures. The commissioning procedures and functional testing do not relieve or lessen this responsibility or shift that responsibility to the CA or Owner.
- B. Pre-functional testing as directed and performed by the contractor shall be required for each piece of equipment to ensure that the equipment and systems are properly installed and ready for operation, so that functional performance testing to may proceed without delays. Sampling strategies shall not be used for pre-functional testing. The pre-functional testing for all equipment and subsystems of a given system shall be successfully completed and documented prior to functional performance testing of the system. The mechanical contractor and sub-contractors shall sign off on the CA's pre-functional test sheets that they are complete and the system is ready. The CA will verify and conduct their own independent verification and start-up in parallel to the Contractor's verification. Any deficiencies identified during this process shall be noted and reviewed by the Contractors. Start-up and functional testing shall not proceed until all the deficiencies are corrected and verified by the CA.
- C. The following procedures shall apply to all equipment and systems to be commissioned.
 - 1. Start-up and Initial Checkout Plan. The contractor shall develop the detailed start-up and pre-functional testing plans for all equipment to be reviewed by the CA. The primary role of the CA in this process shall be to review the installation for construction completeness and ensure that all components have been installed as per the design documents. Only when pre-functional testing is complete and signed off by all Contractors, shall the Contractor start-up the equipment. Equipment and systems to be commissioned are identified in this Section Part 2.
 - 2. The start-up and initial checkout plan shall consist of the following as a minimum:

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- a. The manufacturer's standard written start-up and checkout procedures copied from the installation manuals and manufacturer's normally used field checkout sheets. The plan shall include checklists and procedures with specific boxes or lines for recording and documenting the checking and inspections of each procedure and a summary statement with a signature block at the end of the plan.
- b. First-run checklist for equipment, to include:
 - 1) Equipment properly set.
 - 2) Alignment of shafts and couplings.
 - 3) Adjustment of vibration isolators.
 - 4) Piping and equipment properly connected.
 - 5) Completion of initial lubrication procedures.
 - 6) Clean filters in place, as appropriate.
 - 7) Wiring properly connected.
 - 8) Electrical overload relays appropriate for load.
 - 9) Electrical accessories properly installed and adjusted.
 - 10) Controls, safeties, and time switches properly calibrated and set-up.
 - 11) Verification of direction of motor rotation after final electrical connections by jogging motor.
 - 12) Measurements of ampere draw of electric motors and comparison with nameplate rating and with overload heater ratings.
 - 13) The Contractor shall submit the start-up reports to the CA for review.
- D. The CA shall review and approve the procedures and the format for documenting them, noting any procedures that need to be added.
- E. Two weeks prior or startup, the Contractor shall schedule start-up and checkout with the Owner and CA. The execution of the start-up and checkout shall be directed and performed by the Contractor, in accordance with manufacturer's published procedures and with the approved procedures. The CA may be present for the Contractor's required startup and checkout of all systems and equipment to be commissioned.
- F. Sensor Calibration. Calibration of all sensors shall be included as part of the pre-functional testing and listed on the appropriate test checklists and reports, according to the specified procedures and accuracies for the devices and systems being tested.
- G. All contractor responsible start-up, checkout forms shall be completed and submitted to the CA for review.

3.03 FUNCTIONAL PERFORMANCE TESTS

- A. Functional Performance Verification (FPV) is the dynamic testing of systems (rather than just individual components) under full, part and seasonal requirements. Systems are tested under various loads and control sequences, such as low cooling and heating loads, component failures, unoccupied modes, fire alarm, etc. The systems are run through all the control sequences of operation and components are verified to be responding as the design intent and documents. FPV shall include; testing all sequences of operations, verification of system capacity, generating simulated signals to simulate sensor values, conducting simulated conditions to tests all loads and verify system performance during all conditions of operation and verifying design intent. In addition, each system shall be tested through all modes of operation (seasonal, occupied, unoccupied, warm-up, cool-down, part and full load). Proper responses such as power failures, freeze conditions, low-oil pressures, equipment failures, etc. shall also be tested. The CA develops the functional test sheets and procedures in sequential written form, coordinates the testing, conducts the testing and documents the testing. Each contractor

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

is required is supply personnel to assist during the functional performance testing where applicable.

- B. No system, equipment or component thereof shall be tested until the Contractor and the CM has certified, in writing, that the system, equipment and / or components are complete, have been tested, adjusted and balanced and are ready for validating and performance testing. FPV is scheduled by the CA after the pre-functional testing requirements are complete and signed-off by the CM and the CA. FPV will not be conducted until a written notice of completion by the CM confirming that the system is ready for FPV. The air balancing and water balancing must be complete and the controls must be debugged prior to the performance verification.
- C. Functional testing shall be conducted by the CA. Functional testing may not proceed until the systems have been properly installed, started-up and all deficiencies have been corrected.
- D. Functional testing is intended to begin upon completion of a system. Functional testing may proceed prior to the completion of systems or sub-systems at the discretion of the CA and CM. Beginning system testing before full completion shall not relieve the Contractor from fully completing the system, including all pre-functional checklists.
- E. The Contractor shall provide personnel to operate the systems while functional performance testing is commencing. This shall include but not be limited to; starting and stopping of systems, opening and closing valves to create false loads on the system (with the capabilities of the existing system) and allowing the CA to manipulate the building automation systems to modulate the system requirements.
- F. The Contractor shall review the commissioning functional performance testing procedure supplied by the CA. After functional testing commences, the Contractor and the CA shall sign the functional test record and provide the owner and the CM a copy to review. All deficiencies either corrected in the field or outstanding shall be documented on the functional test forms for review by all parties.
- G. All functional testing must be completed and approved by the CA and the owner before the project will be considered substantially complete.

3.04 DEFERRED TESTING

- A. Deferred Testing. The Contractor shall be available to assist in seasonal testing (Summer, Winter and Intermediate), tests delayed until weather or other conditions until building construction is completed, required building occupancy or loading, or other conditions are suitable for the demonstration of equipment or system's performance, as specified. These deferred tests shall be conducted in the same manner as the seasonal tests as soon as possible. Deferred testing shall be executed, documented and deficiencies corrected as specified herein for functional performance testing. Any adjustments or corrections to the O&M manuals and "As built" documents required by the results of the testing shall be made before the seasonal testing process is considered complete.

3.05 TESTING DOCUMENTATION, NON-CONFORMANCE AND APPROVALS

- A. The CA shall clearly list any outstanding items of the initial start-up and pre-functional procedures that were not completed successfully. The testing form and any outstanding deficiencies shall be provided to the CM/Owner within two days of test completion. The CA shall review the Contractor's startup testing reports and shall submit either a non-compliance report or an approval form to the Contractor. The CA shall work with the Contractor and others

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

as necessary, to correct and retest deficiencies or uncompleted items. The Contractor shall correct all areas that are deficient or incomplete in the checklists and tests in a timely manner, and shall notify the CA as soon as outstanding items have been corrected and resubmit an updated start-up report with a Statement of Correction on the original non-compliance report. When all requirements are satisfactorily completed, the CA shall recommend approval of the startup and pre-functional testing of each system and schedule the functional testing of the equipment or system.

- B. As functional performance testing progresses and a deficiency is identified, the CA shall discuss the issue with the executing contractor and the commissioning team.
1. When there is no dispute of the deficiency and the Contractor accepts responsibility for correcting it, the CA shall document the deficiency and the Contractor's response and intentions and the testing shall proceed, if possible. Corrections of minor deficiencies identified may be made by the Contractor during the functional performance testing, at the discretion of the CA. Every effort shall be made or expedite the testing process and minimize unnecessary delays, while not compromising the integrity of the commissioning effort.
 2. When the identified deficiency is corrected, the Contractor shall sign the statement of correction at the bottom of the non-compliance form, certifying that the equipment is ready to be retested, and return the form to the CA. The CA shall schedule the retest of the equipment or system involved.
 3. If there is a dispute about an identified deficiency, the CA shall document the deficiency and the Contractor's response, and provide a copy to the Contractor. Every attempt shall be made to resolve the dispute at the lowest management level possible. When the dispute resolution has been decided, the appropriate party corrects the deficiency, signs the statement of correction on the non-compliance form and returns the form to the CA. The CA shall schedule the retest of the equipment or system involved. Final interpretive authority shall be the A/E. Final acceptance authority shall be the Owner.
- C. During the functional performance testing of multiple units of similar equipment, the CA will test all of the installed equipment and components identified. If, under such a testing procedure, three or more identical pieces of equipment (size along does not constitute difference) fail to perform to the requirements of the Contract Documents (mechanically or substantively) due to manufacturing or installation defects not allowing it to meet its submitted performance spec, all identical units may be considered unacceptable by the CA. In such a case, the Contractor shall provide the CA with the following:
1. Within one week of notification from the CA, the Contractor or manufacturer's representative shall examine all other identical units making a record of the findings. The findings shall be provided to the CA within two weeks of the original notice.
 2. Within two weeks of the original notification, the Contractor shall provide the CA and the A/E a signed and dated, written explanation of the problem, cause of failures, etc., and proposed solution, including full equipment submittals for corrective or replacement equipment, if appropriate. The proposed solution shall not be for less than the specification requirements of the original installation.
 3. When approved, two examples of the proposed solution shall be installed by the Contractor and the CA shall schedule and conduct functional testing of the proposed solution. Upon completion of the functional testing of the proposed solution, the CA shall recommend the acceptance or disapproval of the proposed solution to the Owner.
 4. Upon acceptance of the proposed solution by the Owner, the Contractor shall replace or repair all identical items, at their expenses and extend the warranty accordingly, if the original equipment warranty had begun. The replacement/repair work shall proceed with reasonable speed beginning within one week of approval of the proposed solution.
 5. Cost of Retesting

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Daniel P. Thomas MRF

Contract No.: 23-519

- a. The cost for CA and/or Owner personnel to conduct the retesting of a functional performance testing requirements necessitated because a specific pre-functional or start-up test item, reported to have been successfully completed, but found to be incomplete or faulty, shall be the responsibility of the Contractor.
- b. For a deficiency identified during the functional testing, not related to any pre-functional checklist or start-up fault, the CA and Owner shall direct the retesting of the equipment once at "no charge" for their time. However, all costs for any subsequent retesting shall be the responsibility of the Contractor.
- c. Items left incomplete, which later cause deficiencies or delays during functional testing may result in back-charges to the responsible party.

3.06 OPERATION AND MAINTENANCE (O&M) MANUALS

- A. The following O&M manual requirements do not replace O&M manual documentation requirements elsewhere in these specifications.
- B. Division 23 shall compile and prepare documentation for all equipment and systems covered in Division 23 and deliver this documentation to the CM for inclusion in the O&M manuals, according to this section and other applicable section, prior to the training of owner personnel.
- C. The CA shall receive a copy of the O&M manuals for review.
- D. Operation and maintenance documentation, in hardback 3-ring loose-leaf binders except full size drawings and diskettes, shall cover all mechanical systems. Documentation shall include the following: operations and maintenance documentation directory; emergency information; operating manual; emergency information; maintenance manual; test reports; and construction documents.
- E. The operation and maintenance documentation package shall be submitted as one comprehensive package to the Owner and CA before systems start-up and commissioning, and shall be updated, revised and completed during, and at completion of, commissioning.

3.07 TRAINING OF OWNER PERSONNEL

- A. The mechanical commissioning supervisor shall be responsible for training coordination and scheduling of required training and for ensuring that all required training is completed. The CA shall oversee the content and adequacy of the training of Owner personnel.
- B. Prepare and submit a syllabus describing an overview of the program, describing how the program will be conducted, when and where meetings are to be held, names and company affiliations of lecturers, description of contents and outline for each lecture, and recommended reference material and outside reading. Obtain direction from the Owner on which operating personnel shall be instructed in each system. Proposed training schedules, materials, and lesson plans shall be submitted to the CA for review of the content and adequacy of the training of Owner personnel for commissioned equipment or systems.
- C. Mechanical Contractor. The mechanical contractor shall have the following training responsibilities:
 1. Provide the CA with training plan one week before the planned training.
 2. Provide designated Owner personnel with comprehensive orientation and training in the understanding of the systems and the operation and maintenance of each piece of equipment.

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Daniel P. Thomas MRF

Contract No.: 23-519

3. Training shall normally start with classroom sessions followed by hands-on training on each piece of equipment.
4. During any demonstration, should the system fail to perform in accordance with the requirements of the O&M manual or sequence of operations, the system will be repaired or adjusted as necessary and the demonstration repeated.
5. The appropriate trade or manufacturer's representative shall provide the instructions on each major piece of equipment. This person may be the start-up technician for the piece of equipment, the installing contractor or manufacturer's representative. Practical building operating expertise, as well as in-depth knowledge of all modes of operation of the specific piece of equipment, is required. More than one party may be required to execute the training.
6. The controls contractor shall attend sessions other than the controls training, for each type of equipment controlled by the BAS, to discuss the interaction of the BAS as it relates to the equipment being discussed.
7. The training sessions shall follow the outline in the Table of Contents of the operation and maintenance manual and illustrate whenever possible the use of the O&M manuals for reference.

3.08 WRITTEN WORK PRODUCTS

- A. Written work products of Contractors shall consist of the start-up and initial checkout plan and the filled out start-up, initial checkout and pre-functional checklists.

END OF SECTION

**SECTION 230991
INSTRUMENTATION AND CONTROL INTEGRATION**

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. The work specified as part of this Section consists of the integration of equipment controls supplied as part of manufactured items, materials and equipment required by the Drawings and under Divisions 23 and 26 to achieve operational and coordinated Sequences of Operation as Specified. Work shall include management of the system start up and operational check out, coordination of functions of controllers supplied as part of equipment packages, sizing of control valves and damper operators for dampers, interconnection of systems, provision and installation of all accessory devices required for complete system operation including dampers, control valves and actuators not provided as part of equipment, coordination of start up and testing and demonstration of the operation of Sequences of Operation to the Owner and his representatives.

1.02 RELATED SECTIONS

- A. The General Conditions of the Contract, Supplementary Conditions, and General Requirements are a part of these Specifications and shall be used in conjunction with this Section as a part of the Contract Documents. Consult them for further instructions pertaining to this work. The Contractor is bound by the provisions of Division 00 and Division 01.
- B. The following Sections constitute related work:
 - 1. Section 230010 - General Mechanical Requirements
 - 2. Equipment and Systems specified under Division 23
 - 3. Division 26

1.03 QUALITY ASSURANCE

- A. System Installer Qualifications
 - 1. The Integrator shall have a minimum of five years experience in the integration of systems of a similar nature to those of this Project.
 - 2. The Integrator shall have an office within 50 miles of the project site and provide 24-hour response in the event of a customer call.
- B. Codes and Standards: Meet requirements of all applicable standards and codes, except when more detailed or stringent requirements are indicated by the Contract Documents, including requirements of this Section.
 - 1. Underwriters Laboratories: Products shall be UL-916-PAZX listed.
 - 2. National Electrical Code - NFPA 70.
- C. All products used in this installation shall be new, currently under manufacture, and shall have been applied in similar installations for a minimum of 2 years. This installation shall not be used as a test site for any new products unless explicitly approved by the Owner's representative in writing prior to bid date. Spare parts shall be available for at least 5 years after completion of this Contract.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

1.04 SUBMITTALS

- A. Submit at the time of bid the name and qualifications of the firm that will be responsible for the Integration function along with the qualifications of the specific personnel proposed. The Owner and Architect/Engineer may choose to interview the personnel proposed for the project.
- B. Contractor shall provide shop drawings and manufacturer's standard specification data sheets on all materials and hardware to be provided. No work may begin on any segment of this project until the Architect/Engineer and Owner have reviewed submittals for conformity with the Drawings and Specifications. All shop drawings shall be provided to the Owner electronically as .dwg or .dxf file formats.
- C. Submit a written sequence of operation for each system indicating which functions are to be controlled by controls provided as part of manufactured equipment and which functions will be under control of devices provided as part of this Section.
- D. Submit interconnecting wiring diagrams for all systems. These diagrams may rely on diagrams for controls of manufactured equipment provided that the interface points are clearly identified and copies of the manufactured item's control diagrams are submitted for information as part of the submittal package.
- E. Submit any additional information or data which is deemed necessary to determine compliance with these specifications or which is deemed valuable in documenting the system to be installed.
- F. Submit the following within 30 days of contract award:
 - 1. A work plan and schedule for the start up and check out of all systems including time requirements and resources required from all Sub-Contractors involved.
 - 2. A complete list of equipment to be used indicating quantity, manufacturer and model number.
 - 3. A schedule of all control valves including the valve size, model number (including pattern and connections), flow, CV, pressure rating, and location.
 - 4. A schedule of all control dampers. This shall include the damper size, pressure drop, manufacturer and model number.
 - 5. Provide manufacturers cut sheets for major system components. When manufacturer's cut sheets apply to a product series rather than a specific product, the data specifically applicable to the project shall be highlighted or clearly indicated by other means. Each submitted piece of literature and drawings shall clearly reference the specification and/or drawing that the submittal is being submitted to cover.
 - 6. The submittals required under this Section shall be considered as For Information Only. Review by the Architect/Engineer shall not relieve the Contractor from the responsibility of providing fully operational systems.

1.05 WARRANTY

- A. Warrant all work as follows:
 - 1. Labor & materials for control system specified shall be warranted free from defects for a period of twelve (12) months after final completion acceptance by the Owner. Control System failures during the warranty period shall be adjusted, repaired, or replaced at no charge or reduction in service to the Owner. The Contractor shall respond to the Owner's request for warranty service within 24 hours during customary business hours.

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Daniel P. Thomas MRF

Contract No.: 23-519

2. At the end of the final start-up/testing, if equipment and systems are operating in a manner satisfactory to the Owner and Architect/Engineer, the Owner shall sign certificates certifying that the control system's operation has been tested and accepted in accordance with the terms of this Specification. The date of Owner's acceptance shall be the start of warranty.

PART 2 - PRODUCTS

2.01 STANDARD OF QUALITY AND PERFORMANCE

- A. Products specified are not intended to form a complete scope of supply. They are intended to set a level of quality for items that the Contractor may need to supply to implement a complete Sequence of Operation. Products of a comparable quality and performance may be submitted for approval by the Architect/Engineer.

2.02 MOTORIZED DAMPERS

- A. Dampers shall be modulating double-acting opposed blade or parallel blade dampers as required, designed and tested in accordance with AMCA 500. Obtain and verify the location, size and pressure rating of each damper prior to fabrication and delivery. Verify the layout of equipment and ductwork before dampers are fabricated. Pressure drop shall not exceed 0.03 inches water gauge static pressure at 1000 fpm in the fully-open position, and shall be rated for at least 2000 fpm average velocity. Damper shut-off pressure rating shall exceed the fan maximum total head-pressure.
- B. Dampers shall be constructed of extruded aluminum or at least No. 16 gauge galvanized steel, with each blade being not more than 8 inches; wide damper frame channel shall be at least 5 inches deep. Each blade end shall have a 3/8 inch stainless steel or plated steel shaft rotating in self-lubricating bearings mounted in a damper channel frame. Blades mounted vertically shall be supported by thrust bearings. Control shaft shall be at least 1/2 inch diameter.
- C. Flat-steel damper blades shall be made rigid by folding the edges. Blades shall have interlocking edges and shall be provided with EPDM or neoprene compressible seals at point of contact. Foam seals are not acceptable. Provide compression-type stainless steel jamb seals continuously along blade edges.
- D. Each damper shall be assembled in the manufacturer's shop as a complete unit. Dampers, when closed, shall be guaranteed by the manufacturer not to leak in excess of 20 cfm per square foot at 4 inches w.g. static pressure. Provide dampers with operators having sufficient power to limit leakage to the rate specified.
- E. Damper seals shall be suitable for an operating range of minus 20 degrees F (or 20 degrees F below the heating outside design temperature, whichever is lower) at the lower end to 200 degrees F at the upper end.
- F. A complete damper assembly shall have blades no longer than 48 inches and no higher than 48 inches. Where greater length or height is required, the assembly shall be made of a combination of sections. Dampers shall be sized for the required air velocity and pressure classification.
- G. Approved Manufacturers Arrow Damper & Louver or approved equal.

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Daniel P. Thomas MRF

Contract No.: 23-519

2.03 ELECTRONIC DAMPER/VALVE ACTUATORS

- A. The actuator shall have electronic overload or digital rotation sensing circuitry to prevent damage to the actuator throughout the rotation of the actuator.
- B. For power-failure/safety applications, an internal mechanical, spring return mechanism shall be built into the actuator housing.
 - 1. Damper actuators shall fail normally open or closed as described on the Drawings or as follows:
 - a. Outdoor Air Intake - normally closed.
 - b. Air Exhaust - normally closed.
 - c. Other applications - as required by the Sequence of Operation.
- C. All rotary spring return actuators shall be capable of both clockwise and counter clockwise spring return operation.
- D. Proportional actuators shall accept a 0-10 VDC or 0-20 ma control signal and provide a 2-10 VDC or 4-20 ma operating range.
- E. All 24 VAC/DC actuators shall operate on Class 2 wiring and shall not require more than 10 VA for AC or more than 8 W for DC applications. Actuators operating on 120 VAC or 230 VAC shall not required more than 11 VA.
- F. All non-spring return actuators shall have an external manual gear release to allow manual positioning of the damper when the actuator is not powered. Spring return actuators with more than 60 in-lb. torque capacity shall have a manual crank for this purpose.
- G. Actuators shall be provided with a conduit fitting and a minimum 1 meter electrical cable and shall be pre-wired to eliminate the necessity of opening the actuator housing to make electrical connections.
- H. All modulating actuators shall have an external, built-in switch to allow the reversing of direction of rotation
- I. Actuators shall be Underwriters Laboratories Standard 873 listed.
- J. Actuators shall be designed for a minimum of 60,000 full stroke cycles at the actuator's rated torque.
- K. Provide a single damper actuator when dampers are less than 4 feet in width. Otherwise provide two damper actuators (one on each side of the ductwork).

2.04 CONTROL VALVES

- A. Control valves shall be two-way or three-way type for two-position or modulating service as required.
- B. Close-off (differential) Pressure Rating: Valve actuator and trim shall be furnished to provide the following minimum close-off pressure ratings:
 - 1. Water Valves:
 - a. Two-way: 150% of total system (pump) head.

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Daniel P. Thomas MRF

Contract No.: 23-519

- b. Three-way: 300% of pressure differential between ports A and B at design flow or 100% of total system (pump) head.
- C. Valve Failure Position:
 - 1. Valves shall fail normally open or closed as indicated on the Drawings or as follows:
 - a. Heating coils in air handlers - normally open.
 - b. Other applications - as scheduled or as required by Sequence of Operation.
 - 2. Zone valves shall be sized to meet the control application and they shall maintain their last position in the event of a power failure.
- D. Water Valves:
 - 1. Body and trim materials shall be as specified in "Pipe, Valve & Fittings" specification. Equal percentage ports for modulating service.
 - 2. Sizing Criteria:
 - a. Three-way Modulating Service: Pressure drop equal to twice the pressure drop through the coil exchanger (load), [5] psi maximum.
 - b. Contractor shall verify sizing criteria with manufacturer.

2.05 TEMPERATURE SENSORS

- A. Temperature sensors shall be Resistance Temperature Device (RTD) or Thermistor.
- B. Duct sensors shall be rigid or averaging as required. Averaging sensors shall be a minimum of 5 feet in length.
- C. Immersion sensors shall be provided with a separable stainless steel well. Pressure rating of well is to be consistent with the system pressure in which it is to be installed.
- D. Space sensors shall be equipped with set-point adjustment, override switch, display, and communication port.
- E. Provide matched temperature sensors for differential temperature measurement. Differential accuracy shall be within 0.2 degrees F.
- F. The space temperature, setpoint, and override confirmation shall be annunciated by a digital display for each zone sensor. The setpoint shall be selectable utilizing buttons.

2.06 HUMIDITY SENSORS

- A. Room Humidity sensors shall have an accuracy of $\pm 1\%$ 25°C from 10% to 80% RH with One-point adjustment calibration. The operating temperature range shall be -10° to 150°F max.
- B. Duct sensors shall have a sensing range of 20% to 80% with accuracy of $\pm 1\%$ R.H. Duct sensors shall be provided with a sampling chamber.
- C. Outdoor air humidity sensors shall have a sensing range of 20% to 95% R.H. and shall be suitable for ambient conditions of -40 degrees F to 170 degrees F.
- D. Humidity sensor's drift shall not exceed 1% of full scale per year.

2.07 STATIC PRESSURE SENSORS

- A. Sensor shall have linear output signal. Zero and span shall be field-adjustable.

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Daniel P. Thomas MRF

Contract No.: 23-519

- B. Sensor sensing elements shall withstand continuous operating conditions plus or minus 50% greater than calibrated span without damage.
- C. Water pressure sensor shall have stainless steel diaphragm construction, proof pressure of 150 psi minimum. Sensor shall be complete with 4-20 ma output, required mounting brackets, and block and bleed valves. Mount in location accessible for service.
- D. Water differential pressure sensor shall have stainless steel diaphragm construction, proof pressure of 150 psi minimum. Over-range limit (DP) and maximum static pressure shall be 3,000 psi. Transmitter shall be complete with 4-20 ma output, required mounting brackets, and five-valve manifold. Mount in a location accessible for service.

2.08 LOW LIMIT THERMOSTATS

- A. Safety low limit thermostats shall be vapor pressure type with an element 20 ft minimum length. Element shall respond to the lowest temperature sensed by any one foot section.

2.09 FLOW SWITCHES

- A. Flow-proving switches shall be either paddle or differential pressure type, as shown on the Drawings or as specified.
- B. Paddle type switches (water service only) shall be UL listed, SPDT snap-acting with pilot duty rating (125 VA minimum). Adjustable sensitivity with NEMA 1 Type enclosure unless otherwise specified:
- C. Differential pressure type switches (air or water service) shall be UL listed, SPDT snap-acting, pilot duty rated (125 VA minimum), NEMA 1 Type enclosure, with scale range and differential suitable for intended application, or as specified.
- D. Current sensing relays may be used for flow sensing or terminal devices.

2.10 RELAYS

- A. Control relays shall be UL listed plug-in type with dust cover. Contact rating, configuration, and coil voltage suitable for application.
- B. Time delay relays shall be UL listed solid-state plug-in type with adjustable time delay. Delay shall be adjustable plus or minus 200% (minimum) from set-point shown on plans. Contact rating, configuration, and coil voltage suitable for application. Provide NEMA 1 Type enclosure when not installed in local control panel.

2.11 TRANSFORMERS AND POWER SUPPLIES

- A. Control transformers shall be UL listed, Class 2 current-limiting type, or shall be furnished with over-current protection in both primary and secondary circuits for Class 2 service.
- B. Unit output shall match the required output current and voltage requirements. Current output shall allow for a 50% safety factor. Output ripple shall be 3.0 mV maximum Peak-to-Peak. Regulation shall be 0.10% line and load combined, with 50 microsecond response time for 50% load changes. Unit shall have built-in over-voltage protection.

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Daniel P. Thomas MRF

Contract No.: 23-519

C. Unit shall operate between 0 degrees C and 50 degrees C.

D. Unit shall be UL recognized.

2.12 CURRENT SWITCHES

A. Current-operated switches shall be self-powered, solid state with adjustable trip current. The switches shall be selected to match the current of the application and output requirements of the control system.

2.13 LOCAL CONTROL PANELS

A. All indoor control cabinets shall be fully enclosed NEMA 1 or NEMA 4 rating as required. Provide cabinet with hinged door, key-lock latch, and removable sub-panels. A single key shall be common to all field panels and sub-panels.

B. Interconnections between internal and face-mounted devices pre-wired with color-coded stranded conductors neatly installed in plastic troughs and/or tie-wrapped. Terminals for field connections shall be UL listed for 600-volt service, individually identified per control/interlock drawings, with adequate clearance for field wiring. Control terminations for field connection shall be individually identified per control drawings.

C. Provide on/off power switch with over-current protection and main air gauge for control power sources to each local panel.

2.14 AIR FLOW MEASURING STATIONS

A. Air flow measuring stations shall be multi-point, multi-axis flow ring or cross sensor. Single point or flow bar sensors are not acceptable. The airflow measurement station shall measure from 15 percent to 100 percent of unit nominal airflow. The air flow measuring station shall adjust for temperature variations and shall provide a 2 to 10 Vdc signal that corresponds to actual airflow for controlling and documenting airflow. The accuracy of the airflow measurement station shall be +/- 5 percent.

B. Air flow measuring stations shall be provided by the air handler manufacturer or the VAV box manufacturer. See air handler or VAV box specification section for more details.

PART 3 - EXECUTION

3.01 GENERAL WORKMANSHIP

A. Install equipment, piping, wiring/conduit parallel to building lines (i.e. horizontal, vertical, and parallel to walls) wherever possible.

B. Provide sufficient slack and flexible connections to allow for vibration of piping and equipment.

C. Install all equipment in readily accessible location as defined by Chapter 1 Article 100 part A of the NEC. Control panels shall be attached to structural walls unless mounted in equipment enclosure specifically designed for that purpose. Panels shall be mounted to allow for unobstructed access for service.

D. Verify integrity of all wiring to ensure continuity and freedom from shorts and grounds.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- E. All equipment, installation, and wiring shall comply with acceptable industry specifications and standards for performance, reliability, and compatibility and be executed in strict adherence to local codes and standard practices.

3.02 WIRING

- A. All control and interlock wiring shall comply with the national and local electrical codes and Division 26 of these Specifications. Where the requirements of this Section differ with those in Division 26, the requirements of this Section shall take precedence.
- B. Do not install Class 2 wiring in conduit containing Class 1 wiring. Do not use boxes and panels containing high voltage for low voltage wiring except for the purpose of interfacing the two (e.g. relays and transformers).
- C. Control wiring located in a plenum space that is not installed in a conduit shall be plenum rated.
- D. All wire-to-device connections shall be made at a terminal block or terminal strip. All wire-to-wire connections shall be at a terminal blocks, or with a crimped connector. All wiring within enclosures shall be neatly bundled and anchored to permit access and prevent restriction to devices and terminals.
- E. Maximum allowable voltage for control wiring shall be 120V. Provide and install step down transformers.
- F. All wiring shall be installed as continuous lengths, where possible. Any required splices shall be made only within an approved junction box or other approved protective device.
- G. Maintain fire rating at all penetrations in accordance with other Sections of this Specification and local codes.
- H. Size of conduit and size and type of wire shall be the design responsibility of the Contractor, in keeping with the manufacturer's recommendations and the NEC.
- I. Locate control and status relays in designated enclosures only. These relays may also be located within packaged equipment control panel enclosures. These relays shall not be located within Class 1 starter enclosures.
- J. Follow manufacturer's installation recommendations for all communication and network cabling. Network or communication cabling shall be run separately from other wiring.
- K. Adhere to Division 26 requirements for installation of raceway.
- L. Maintain an updated (as-built) wiring diagram with terminations identified at the job site.
- M. Flexible metal conduits and liquid-tight, flexible metal conduits shall not exceed 3feet in length and shall be supported at each end. Flexible metal conduit less than 1/2" electrical trade size shall not be used. In areas exposed to moisture liquid tight, flexible metal conduits shall be used.

3.03 INSTALLATION OF SENSORS

- A. Install sensors in accordance with the manufacturer's recommendations.

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Daniel P. Thomas MRF

Contract No.: 23-519

- B. Mount sensors rigidly and adequate for the environment within which the sensor operates.
- C. Room temperature sensors shall be installed on concealed junction boxes properly supported by the wall framing.
- D. All wires attached to sensors shall be air sealed in their conduits or in the wall to stop air transmitted from other areas affecting sensor readings.
- E. Install duct static pressure tap with tube end facing directly down-stream of air flow.
- F. Sensors used in mixing plenums, and hot and cold decks shall be of the averaging type. Averaging sensors shall be installed in a serpentine manner horizontally across duct. Each bend shall be supported with a capillary clip.
- G. All pipe mounted temperature sensors shall be installed in wells. Install all liquid temperature sensors with heat conducting fluid in thermal wells.
- H. Wiring for space sensors shall be concealed in building walls. EMT conduit is acceptable within mechanical and service rooms.
- I. Install outdoor air temperature sensors on north wall complete with sun shield at designated location.

3.04 FLOW SWITCH INSTALLATION

- A. Install using a thread-o-let in steel pipe. In copper pipe use C x C x F Tee, no pipe extensions or substitutions allowed.
- B. Mount a minimum of 5 pipe diameters upstream and 5 pipe diameters downstream or 2 feet whichever ever is greater, from fittings and other obstructions.
- C. Install in accordance with manufacturers' instructions.
- D. Assure correct flow direction and alignment.
- E. Mount in horizontal piping - flow switch on top of the pipe.

3.05 ACTUATOR INSTALLATION

- A. Mount and link control damper actuators per manufacturer's instructions.
- B. To compress seals when spring return actuators are used on normally closed dampers, power actuator to approximately 5 degrees open position, manually close the damper, and then tighten the linkage.
- C. Check operation of damper/actuator combination to confirm that actuator modulates damper smoothly throughout stroke to both open and closed positions.
- D. Valves - Actuators shall be mounted on valves with adapters approved by the actuator manufacturer. Actuators and adapters shall be mounted following manufacturer's recommendations.

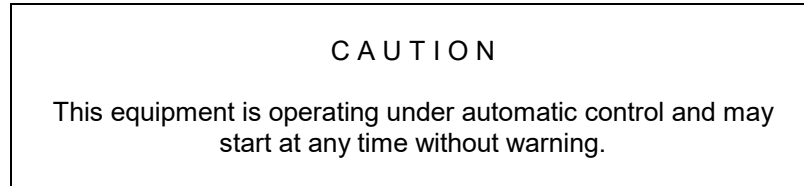
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Daniel P. Thomas MRF

Contract No.: 23-519

3.06 WARNING LABELS

- A. Affix plastic labels on each starter and equipment automatically controlled. Label shall indicate the following:



3.07 IDENTIFICATION OF HARDWARE AND WIRING

- A. All wiring and cabling, including that within factory-fabricated panels, shall be labeled at each end within 2 inches of termination with a cable identifier and other descriptive information.
- B. Permanently label or code each point of field terminal strips to show the instrument or item served.
- C. Identify control panels with minimum 1-cm letters on laminated plastic nameplates.
- D. Identify all other control components with permanent labels. Identifiers shall match record documents. All plug-in components shall be labeled such that removal of the component does not remove the label.

3.08 CLEANING

- A. The Contractor shall clean up all debris resulting from his or her activities daily. The contractor shall remove all cartons, containers, crates, etc. under his control as soon as their contents have been removed. Waste shall be collected and placed in a location designated by the Construction Manager or General Contractor.
- B. At the completion of work in any area, the Contractor shall clean all of his/her work, equipment, etc., making it free from dust, dirt and debris, etc.
- C. At the completion of work, all equipment furnished under this Section shall be checked for paint damage, and any factory finished paint that has been damaged shall be repaired to match the adjacent areas. Any metal cabinet or enclosure that has been deformed shall be replaced with new material and repainted to match the adjacent areas.

3.09 PROTECTION

- A. The Contractor shall protect all work and material from damage by his/her work or workers, and shall be liable for all damage thus caused.
- B. The Contractor shall be responsible for his/her work and equipment until finally inspected, tested, and accepted. The Contractor shall protect his/her work against theft or damage, and shall carefully store material and equipment received on site that is not immediately installed. The Contractor shall close all open ends of work with temporary covers or plugs during storage and construction to prevent entry of foreign objects.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

3.10 FIELD QUALITY CONTROL

- A. All work, materials and equipment shall comply with the rules and regulations of applicable local, state, and federal codes and ordinances as identified in Part 1 of this Section.
- B. Contractor shall continually monitor the field installation for code compliance and quality of workmanship. All visible piping and or wiring runs shall be installed parallel to building lines and properly supported.
- C. Contractor shall arrange for field inspections by local and/or state authorities having jurisdiction over the work.

3.11 ACCEPTANCE

- A. The control systems will not be accepted as meeting the requirements of completion until all tests described in this Specification have been performed to the satisfaction of both the Engineer and Owner.
- B. The full range of operation for all Sequences of Operation shall be demonstrated. Where sequences are dependent on season or outside conditions these conditions may be simulated for the purpose of demonstration if approved by both the Architect/Engineer and the Owner. If simulations cannot be acceptably created the Contractor shall perform the demonstration during the proper period.
- C. Any tests that cannot be performed due to circumstances beyond the control of the Contractor may be exempt from the Completion requirements if stated as such in writing by the Owner's representative. Such tests shall then be performed as part of the warranty.

END OF SECTION

SECTION 230993
SEQUENCE OF OPERATIONS

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. The Work specified as part of this Section consists of the work required to achieve operational and coordinated Sequences of Operation as described. Work includes coordination of functions of controllers supplied as part of equipment packages, sizing of control valves, interconnection of systems, provision and installation of all accessory devices required for complete system operation including devices not provided as part of equipment, coordination of start up and testing and demonstration of the operation of Sequences of Operation to the Owner and his representatives.
- B. The control system operation of all equipment shall be subject to the operational modes, conditions and logic described in this Section and the controlled equipment manufacturer's recommendations.
- C. Training of the Owner's personnel in the operation, trouble shooting, adjustment and repair of all system controls.

1.02 RELATED SECTIONS AND WORK

- A. Section 230923 - Automatic Temperature Controls and Building Automation System
- B. Division 26
- C. Owner's Building Management System (BMS)
- D. Owner's Fire Alarm System (FAS)

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

3.01 GENERAL

- A. General
 - 1. Conform to the requirements of the Owner's standards for all electrical work and devices.
 - 2. System and system components shall be BACNet compatible.
 - 3. All set points and operating points shall be able to be transmitted to and set from the BMS system. Specific points to be enabled shall be at the discretion of the Owner.
 - 4. All systems shall be capable of operating independently of the BMS system based on set points and limits either input from the BMS system or manually.
 - 5. Coordinate all work with the requirements and characteristics of the BMS system and the equipment provided for the project under this phase or earlier phases.
 - 6. All space sensors and thermostats shall have an lcd display indicating their set point, the condition sensed and the mode of operation they are responding to.
 - 7. All equipment to be integrated with the BMS shall be fully integrated with new or existing facility controls and devices including interlocks, icons, graphics, read-outs and reports."

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

3.02 SEQUENCE OF OPERATION - EXHAUST FANS, EF-1, EF-2, EF-3, EF-4, EF-5, EF-6, EF-7

A. General:

1. The exhaust fan shall run according to a user definable time schedule.

3.03 SEQUENCE OF OPERATION - PACKAGED ROOFTOP UNIT, RTU-1, RTU-2, RTU-3, RTU-4:

A. Run Conditions - Scheduled:

1. The unit shall run according to a user definable time schedule in the following modes:
 - a. Occupied Mode: The unit shall maintain
 - b. A 75 degree F (adj.) cooling set point
 - c. A 70 degree F (adj.) heating set point.
 - 1) Unoccupied Mode (night setback): The unit shall maintain
 - (a) A 85 degree F (adj.) cooling set point.
 - (b) A 60 degree F (adj.) heating set point.
2. Alarms shall be provided as follows:
 - a. High Zone Temp: If the zone temperature is greater than the cooling set point by a user definable amount (adj.).
 - b. Low Zone Temp: If the zone temperature is less than the heating set point by a user definable amount (adj.).

B. Zone Set point Adjust:

1. The occupant shall be able to adjust the zone temperature heating and cooling set points at the zone sensor.

C. Supply Fan:

1. The supply fan shall run anytime the unit is commanded to run, unless shutdown on safeties. To prevent short cycling, the supply fan shall have a user definable (adj.) minimum runtime.
2. Alarms shall be provided as follows:
 - a. Supply Fan Failure: Commanded on, but the status is off.

D. Cooling Stages:

1. The controller shall measure the zone temperature and stage the cooling to maintain its cooling set point. To prevent short cycling, there shall be a user definable (adj.) delay between stages, and each stage shall have a user definable (adj.) minimum runtime.
2. The cooling shall be enabled whenever:
 - a. Outside air temperature is greater than 60 degree F (adj.).
 - b. AND the economizer (if present) is disabled or fully open.
 - c. AND the zone temperature is above cooling set point.
 - d. AND the supply fan status is on.
 - e. AND the heating is not active.

E. Gas Heating Stages:

1. The controller shall measure the zone temperature and stage the heating to maintain its heating set point. To prevent short cycling, there shall be a user definable (adj.) delay between stages, and each stage shall have a user definable (adj.) minimum runtime.
2. The heating shall be enabled whenever:
 - a. Outside air temperature is less than 65 degree F (adj.).
 - b. AND the zone temperature is below heating set point.
 - c. AND the supply fan status is on.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- d. AND the cooling is not active.
- F. Economizer:
 - 1. The controller shall measure the zone temperature and modulate the economizer dampers in sequence to maintain a set point 2 degree F less than the zone cooling set point. The outside air dampers shall maintain a minimum adjustable position of 20% (adj.) open whenever occupied.
 - 2. The economizer shall be enabled whenever:
 - a. Outside air temperature is less than 65 degree F (adj.).
 - b. AND the outside air enthalpy is less than 22% (adj.).
 - c. AND the outside air temperature is less than the return air temperature.
 - d. AND the outside air enthalpy is less than the return air enthalpy.
 - e. AND the supply fan status is on.
 - 3. The economizer shall close whenever:
 - a. Mixed air temperature drops from 45 degree F to 40 degree F (adj.).
 - b. OR on loss of supply fan status.
 - c. OR Freezestat (if present) is on.
 - 4. The outside and exhaust air dampers shall close and the return air damper shall open when the unit is off. If Optimal Start Up is available, the mixed air damper shall operate as described in the occupied mode except that the outside air damper shall modulate to fully closed.
- G. Minimum Outside Air Ventilation - Fixed Percentage:
 - 1. The outside air dampers shall maintain a minimum position (adj.) during building occupied hours and be closed during unoccupied hours.
- H. Dehumidification:
 - 1. The controller shall measure the return air humidity and override the cooling sequence to maintain return air humidity at or below 60% rh (adj.). Dehumidification shall be enabled whenever the supply fan status is on.
- I. Prefilter Status:
 - 1. The controller shall monitor the prefilter status.
 - 2. Alarms shall be provided as follows:
 - a. Prefilter Change Required: Prefilter differential pressure exceeds a user definable limit (adj.).
- J. Mixed Air Temperature:
 - 1. The controller shall monitor the mixed air temperature and use as required for economizer control (if present) or preheating control (if present).
 - 2. Alarms shall be provided as follows:
 - a. High Mixed Air Temp: If the mixed air temperature is greater than 90 degree F (adj.).
 - b. Low Mixed Air Temp: If the mixed air temperature is less than 45 degree F (adj.).
- K. Return Air Humidity:
 - 1. The controller shall monitor the return air humidity and use as required for economizer control (if present) or humidity control (if present).
 - 2. Alarms shall be provided as follows:
 - a. High Return Air Humidity: If the return air humidity is greater than 70% (adj.).
 - b. Low Return Air Humidity: If the return air humidity is less than 35% (adj.).
- L. Return Air Temperature:

MRF Roof, HVAC & Electrical Upgrades**Daniel P. Thomas MRF**

Contract No.: 23-519

1. The controller shall monitor the return air temperature and use as required for economizer control (if present).
 2. Alarms shall be provided as follows:
 - a. High Return Air Temp: If the return air temperature is greater than 90 degree F (adj.).
 - b. Low Return Air Temp: If the return air temperature is less than 45 degree F (adj.).
- M. Supply Air Temperature:
1. The controller shall monitor the supply air temperature.
 2. Alarms shall be provided as follows:
 - a. High Supply Air Temp: If the supply air temperature is greater than 120 degree F (adj.).
 - b. Low Supply Air Temp: If the supply air temperature is less than 45 degree F (adj.).
- N. System Points

Point Name	Hardware Points				Software Points						Show On Graphic
	AI	AO	BI	BO	AV	BV	Loop	Sched	Trend	Alarm	
Zone Temp	x								x		x
Outside Air Humidity (Network)	x								x		x
Outside Air Temp (Network)	x								x		x
Mixed Air Temp	x								x		x
Return Air Humidity	x								x		x
Return Air Temp	x								x		x
Supply Air Temp	x								x		x
Mixed Air Dampers		x							x		x
Supply Fan Status			x						x		x
Prefilter Status			x						x		
Supply Fan Start/Stop				x					x		x
Cooling Stage 1				x					x		x
Cooling Stage 2				x					x		x
Heating Stage 1				x					x		x

MRF Roof, HVAC & Electrical Upgrades
Daniel P. Thomas MRF
Contract No.: 23-519

	Hardware Points				Software Points						
Heating Stage 2				x					x		x
Economizer Zone Temp Set point					x				x		x
Schedule								x			
Heating Set Point									x		x
Cooling Set point									x		x
High Zone Temp										x	
Low Zone Temp										x	
Supply Fan Failure										x	
High Mixed Air Temp										x	
Low Mixed Air Temp										x	
High Return Air Humidity										x	
Low Return Air Humidity										x	
High Return Air Temp										x	
Low Return Air Temp										x	
High Supply Air Temp										x	
Low Supply Air Temp										x	
Totals	7	1	2	5	1	0	0	1	18	11	17

Total Hardware (16)

Total Software (31)

3.04 SEQUENCE OF OPERATION - VARIABLE AIR VOLUME SPLIT SYSTEM HOT WATER HEATING, AHU-1

A. General:

- Each air handling unit shall be provided with a 7-day programmable thermostat with LCD display. The thermostat shall have a temperature sensor.

B. Occupied Mode:

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

1. The supply fan shall operate continuously and the outdoor air damper at each air handling unit's associated louver shall open to its minimum position to provide the outdoor air quantity noted in the equipment schedule.
 2. Each air handling unit shall communicate with its associated thermostats to determine if heating or cooling mode is required.
 3. Heating: The air handling unit shall cycle the hot water heating as required to maintain the heating setpoint of 70 deg. (adjustable).
 4. Cooling:
 - a. The air handling unit shall cycle the DX cooling system by operating its compressor as required to maintain the cooling setpoint (75 deg. adjustable).
 - b. For two stage cooling units, the DX cooling system shall stage its compressors as required to maintain the cooling setpoint (75 deg. adjustable).
- C. Unoccupied Mode:
1. Outdoor air damper shall be fully closed during all unoccupied modes.
 2. Heating: The air handling unit shall cycle the gas heating as required to maintain the heating setpoint of 60 deg. (adjustable).
 3. Cooling:
 - a. The air handling unit shall cycle the DX cooling system and supply fan by operating its compressor as required to maintain the cooling setpoint (80 deg. adjustable).

END OF SECTION

SECTION 232000
PIPE, VALVES AND FITTINGS

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. This Section describes the pipe, valves, fittings, and joining materials for use with the piping systems described in this Section and as shown on the Drawings.

1.02 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. Section 079201 - Non-Fire Rated Sleeves and Seals
- C. Section 230529 - Pipe Hangers and Supports
- D. Section 230555 - Mechanical System Identification
- E. Section 230700 - Pipe Insulation
- F. Section 232007 - Piping Specialties

1.03 ABBREVIATIONS

- A. The following are standard abbreviations:
 - 1. CWP: Cold working pressure.
 - 2. EPDM: Ethylene-propylene-diene-terpolymer rubber.
 - 3. NRS: Nonrising stem.
 - 4. OS&Y: Outside screw and yoke.
 - 5. PTFE: Polytetrafluoroethylene plastic.
 - 6. SWP: Steam working pressure.
 - 7. TFE: Tetrafluoroethylene plastic.
 - 8. NPS: Nominal Pipe Size

1.04 SUBMITTALS

- A. Product Data: For each type of valve indicated: Include body, seating, and trim materials; valve design; pressure and temperature classifications; end connections; arrangement; dimensions; and required clearances. Include list indicating valve and its application. Include rated capacities; shipping, installed, and operating weights; furnished specialties; and accessories.
- B. Product data on pipe, fittings, gaskets, and bolts. Include dimensions, specifications, and manufacturer. Provide pipe and valve application schedule.
- C. Provide product data, including but not be limited to dimensions, specifications, manufacturer, installation and operation instructions, temperature and pressure ratings, end connections, and required clearances on piping specialties included in this Specification.
- D. Welder Certifications - Furnish the names of pipe welders and welding operators employed by the Contractor to perform the Work who have been qualified to use the welding procedures

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

which have been qualified in accordance with the specified pressure piping codes or AWS or NFPA standards.

E. Shop Drawings

1. Where deviations from the Drawings and Specifications are proposed for any reason, submit shop drawings identifying proposed deviations showing layout of all piping, fittings, materials, dimensions, and fabrication and installation details. Submit a comparison table of the specified features and ratings of the specified item and those of the proposed deviation to allow a direct comparison.
2. The review of deviations will be for pressure drop only. The review will not address clearances or accessibility. No dimensional or coordination check will be made.
3. The Contractor has the sole responsibility to review the Drawings, coordinate piping fabrication, and provide clearances and access for installation, maintenance and balancing of this Work, and Work of other trades. Unless specifically dimensioned, Drawings indicate approximate locations only. The Contractor has the sole responsibility to locate and route the piping.
4. Submit all layout shop drawings on not less than ¼ inch equals 1 foot scale drawings.

1.05 REFERENCES

- A. Division 1 - Quality Control: Requirements for references and standards.
- B. AGA Z21.22 - Relief Valves and Automatic Gas Shutoff Devices for Hot Water Supply Systems.
- C. ANSI C111 - Rubber-Gasket Joints for Ductile-Iron and Gray-Iron Pressure Pipe and Fittings
- D. ASME B16.3 - Malleable Iron Threaded Fittings.
- E. ASME B16.5 - Steel Pipe Flanges and Flanged Fittings
- F. ASME B16.9 - Factory-Made Wrought Steel Buttwelding Fittings
- G. ASME B16.15 - Cast Bronze Threaded Fittings
- H. ASME B16.18 - Cast Copper Alloy Solder Joint Pressure Fittings.
- I. ASME B16.22 - Wrought Copper and Bronze Solder Joint Pressure Fittings.
- J. ASME B16.23 - Cast Copper Alloy Solder Joint Drainage Fittings - DWV.
- K. ASME B16.24 - Cast Copper Alloy Pipe Flanges and Flanged Fittings.
- L. ASME B16.29 - Wrought Copper and Wrought Copper Alloy Solder Joint Drainage Fittings - DWV.
- M. ASME B16.39 - Pipe Unions, Malleable Iron Threaded
- N. ASME-B31.1 - Power Piping.
- O. ASME B31.2 - Fuel Gas Piping.
- P. ASME B31.5 - Refrigeration Piping.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- Q. ASME B31.9 - Building Service Piping.
- R. ASME B36.10M - Welded and Seamless Wrought Steel Pipe
- S. ASME SEC IV - Construction of Heating Boilers.
- T. ASME SEC IX - Welding and Brazing Qualifications.
- U. ASTM A47 - Ferritic Malleable Iron Castings
- V. ASTM A53 - Pipe, Steel, Black and Hot-Dipped Zinc Coated, Welded and Seamless.
- W. ASTM A74 - Cast Iron Soil Pipe and Fittings.
- X. ASTM A105 - Forgings, Carbon Steel, for piping components.
- Y. ASTM A126 - Gray Iron Castings for Valves, Flanges, and Pipe Fittings
- Z. ASTM A181 - Forgings, Carbon Steel, for General Purpose Piping
- AA. ASTM A197 -Cupola Malleable Iron
- AB. ASTM A234/A234M - Pipe Fittings of Wrought Carbon Steel and Alloy Steel for Moderate and Elevated Temperatures.
- AC. ASTM A307 - Carbon Steel Bolts and Studs, 60,000 psi Tensile
- AD. ASTM B32 - Solder Metal.
- AE. ASTM B42 - Seamless Copper Pipe.
- AF. ASTM B62 - Composition Bronze or Ounce Metal Castings
- AG. ASTM B75 - Seamless Copper Tube
- AH. ASTM B88 - Seamless Copper Water Tube.
- AI. ASTM B306 - Copper Drainage Tube (DWV).
- AJ. ASTM B584 - Copper Alloy Sand Castings for General Applications
- AK. ASTM C564 - Rubber Gaskets for Cast Iron Soil Pipe and Fittings.
- AL. ASTM B828 - Standard Practice for Making Capillary Joints by Soldering of Copper and Copper Alloy Tube and Fittings.
- AM. AWS A5.8 - Specification for Brazing Filler Material
- AN. AWWA C651 - Disinfecting Water Mains.
- AO. MSS SP-80 - Bronze Gate, Globe, Angle and Check Valves.
- AP. NFPA 30 - Flammable and Combustible Liquids Code

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

AQ. NFPA 54 - National Fuel Gas Code.

AR. NSF 61 - Domestic Water Pipe, Valves, and Fittings.

AS. Mechanical Code of New York State-Latest Edition

AT. Plumbing Code of New York State-Latest Edition

AU. Fuel Gas Code of New York State-Latest Edition

AV. FM - Factory Mutual Compliance

AW. UL - Underwriter's Laboratory Compliance

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Prepare valves for shipping as follows:
 - 1. Protect internal parts against rust and corrosion.
 - 2. Protect threads, flange faces, grooves, and weld ends.
 - 3. Set angle, gate, and globe valves closed to prevent rattling.
 - 4. Set ball and plug valves open to minimize exposure of functional surfaces.
 - 5. Set butterfly valves closed or slightly open.
 - 6. Block check valves in either closed or open position.
- B. Use the following precautions during storage:
 - 1. Maintain valve end protection.
 - 2. Store valves indoors and maintain at higher than ambient dew-point temperature. If outdoor storage is necessary, store valves off the ground in watertight enclosures.
- C. Use sling to handle large valves; rig sling to avoid damage to exposed parts. Do not use hand wheels or stems as lifting or rigging points.
- D. Protect all flange faces with wood, plastic or soft metal to prevent damage to parts.
- E. Protect all pipe threads from damage with plastic plugs or caps.
- F. Mark and identify all piping materials in accordance with the Reference Standards specified herein.

PART 2 - PRODUCTS

2.01 GENERAL

- A. When two or more valves of the same type are used in the same service, furnish all valves of this type from the same manufacturer.
- B. Specific manufacturer's model numbers are cited in the following Piping Material Schedules to establish the desired quality and performance for each type valve or material. Equivalent products by other approved manufacturers are also acceptable. Approval shall be subject to review by the Architect/Engineer.

MRF Roof, HVAC & Electrical Upgrades**Daniel P. Thomas MRF**

Contract No.: 23-519

2.02 HEATING HOT WATER PIPING

Item	Pipe Size	Description	Manufacturer/ Model No.
Pipe	2 inches and smaller	Type L, hard drawn copper tubing, ASTM B88	Mueller Industries Wheatland
	2 ½ inches and larger	Schedule 40, seamless steel, ASTM A 53 Grade B	
Joints	2 inches and smaller	Lead-free solder, ASME B32; Water Soluble Flux, ASTM B-813	J.W. Harris-Bridgit
	2 ½ inches and larger	Welded Connections	
Fittings	2 inches and smaller	Cast copper alloy or wrought copper ASME B16.18 or ASME B16.22	Nibco Weldbend
	2 ½ inches and larger	Standard Weight, Seamless steel, butt welded, ASTM A234	
Flanges	2 ½ inches and larger	150#, forged steel, weld neck, bore to match pipe ID, ASTM A181	Weldbend
Bolts	All sizes	Alloy Steel, Hex Head Bolts and Nuts, ASTM A307 Grade B	
Unions	2 inches & smaller	Wrought copper, solder unions, ASME B16.22	Nibco
Dielectric Unions	2 1/2 inches & smaller	Dielectric Type, Copper to Steel	Watts Regulator Series 3000
Gaskets	All Sizes	Spiral wound metallic gaskets	Flexitallic Style LS/LSI
Ball Valves	2 inches & smaller	Two-piece, full-port, soldered ends, bronze body, type 316 stainless-steel vented ball and stem, reinforced TFE seats, 150 psig SWP and 600-psig CWP ratings. MSS SP-110, ASTM B 584 Alloy C84400, ASME B1.20.1	Nibco S-585-70-66
Check Valves	2 inches & smaller	Class 125, Y-pattern swing type, soldered connections, bronze body with TFE seat disc. MSS-SP80, ASTM B 62	Nibco S413-Y
	2 ½ inches & larger	Class 125, swing-type, flanged connections, cast iron body with bronze trim, non asbestos gasket. MSS-SP71, ASTM A-126 Class B	Nibco F918-B
Butterfly Valves	2 ½ inches & larger	Full-lug type with ductile-iron body, one-piece Type 416 stainless-steel stem, copper bushing, aluminum-bronze disc, and molded-in EPDM seat. Valve sizes 2 ½" through 6" shall have lever lock operator; valve sizes 8" and larger shall have weatherproof gear operator. MSS SP-67	Nibco LD-2000-3/5

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

2.03 PNEUMATIC CONTROLS PIPING

- A. Material:
 - 1. Copper: Seamless copper tubing, with copper or brass solder fittings and Type I solder.
 - 2. Non-metallic: Virgin polyethylene tubing, conforming to ASTM Type 1, Grade 5, Class B or C meeting stress crack test in accordance with ASTM D1693. For individual air tubes in multi-tube instrument tubing harnesses conform to the above, complete with a Mylar barrier and a solid vinyl outer jacket a minimum of .062" thick. Brass, aluminum or delrin fittings, of the compression or barb push-on type, designed for instrument service.

PART 3 - EXECUTION

3.01 GENERAL INSTALLATION REQUIREMENTS

- A. Unless otherwise shown, route piping in the most direct manner parallel to building lines in accordance with the Drawings. Group piping whenever practical at common elevations.
- B. Accurately align, support and connect piping without forcing.
- C. Locate piping so that access to and clearance around equipment, and minimum piping headroom of 7 feet is maintained, except where otherwise shown.
- D. Space piping so that insulation and flanges, if any, have at least 1 inch clearance after maximum movement.
- E. Where pipe elevations are not shown, pitch supply and return lines to positive drain points and/or coils.
- F. Provide accessible flanges or union connections on the supply and return connections of terminal equipment and other items which must be disconnected for maintenance. Where unions are furnished as an integral part of the equipment, additional unions are not required unless required for access to or removal of components. Arrange equipment piping connections so that maintenance can be made without removing large sections of pipe or relocating the equipment.
- G. In Domestic Water Systems, connect branch lines to the top of the line. For all other liquid systems, connect branch lines to the bottom or lower half of the line, preferably the bottom.
- H. Connect branch lines in steam service and compressed air to the top or upper half of the line, preferably the top.
- I. Use fittings for all changes of direction. Bending of steel pipe is not permissible.
- J. Clean all piping materials before installation to remove grease, loose dirt, mill scale and other foreign matter.
- K. Provide air vents at all high points of water piping, and valved drains at all low points of water piping for complete venting, draining and flushing of the piping system. Locate and provide air vents at multiple high points that are necessary to prevent air binding in the piping system. Install additional air vents and drains if directed by the Architect/Engineer, at no cost to the Owner. As a minimum provide drains and air vents
 - 1. In each section of piping separated by valves.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

2. On all coils.
 3. For each riser, where riser or runout to riser has a valve installed.
 4. In low point of piping to each down fed convector or radiator.
- L. Install piping to allow for expansion and contraction without stressing pipe, joints, or connected equipment. Provide loops, pipe offsets and anchors.
- M. Where pipe support members are welded to structural building framing, scrape, brush clean, and apply one coat of zinc rich primer to welding.
- N. Install gate or ball valves for shut-off and to isolate equipment, parts of systems, or vertical risers.
- O. Sleeve pipes passing through partitions, walls and floors.
- P. Identify piping under provisions of "Mechanical System Identification" Specification.
- Q. Provide escutcheons at all locations where piping installed exposed to view penetrates wall, partitions, floors and ceilings.
- R. Conceal all pipe installations in walls, pipe chases, utility spaces, above ceilings, below grade or floors, unless indicated to be exposed to view.
- S. Install flexible connectors at inlet and discharge connections of pumps and other vibration producing equipment.
- T. Install strainers on the supply side of each control valve, pressure regulating valve, solenoid valve, trap, and elsewhere as indicated.
- U. For pressurized liquid piping systems installed horizontally make reductions in pipe sizes using eccentric reducer fitting installed with the level side up to allow air venting.
- V. For all nipples up to and including six inches in length provide extra-heavy shoulder type. For all nipples over six inches in length provide corresponding material, quality and thickness as the pipe on which they are used. Do not use close nipples. Provide nipples with designation mark of the manufacturer conforming to the ASTM pipe specifications for system served.
- W. Make connections to all cooling and heating units with single or multiple cooling or heating coils in accordance with the manufacturer's instructions and labeling on equipment
- X. For pressures over 15 psig, use nipples and caps instead of plugs for permanent closures. Plugs in equipment provided by equipment manufacturers are acceptable.
- Y. Do not install piping above electrical panels. Route piping around panels.

3.02 STEAM AND CONDENSATE PIPING SYSTEMS

- A. Install drip legs with steam traps at low points and natural drainage points in the steam system, such as at the ends of mains, bottoms of risers, and ahead of pressure regulators, control valves, isolation valves, pipe bends, and expansion joints.
- B. On straight runs with no natural drainage points, install drip legs with steam traps at intervals not exceeding 150 feet where pipe is pitched down in the direction of the steam flow and a

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

maximum of 100 feet where the pipe is pitched up so that condensate flow is opposite of steam flow.

- C. Size drip legs same diameter as the main up to 6 inches. In steam mains 6 inches and larger, provide drip legs half the size of the distribution line but never less than 6 inches. The length of the drip leg; 1-1/2 times the diameter of the distribution line but not less than 18 inches.
- D. Equip drip legs and dirt pockets with capped gate valves to allow removal of dirt and scale.
- E. In piping systems installed horizontally, make reductions in pipe sizes using eccentric reducer fitting installed with the level side down.
- F. Install steam supply piping at a uniform grade of 1/4 inch in ten feet downward in the direction of flow or toward the trap when a trap is present.
- G. Install condensate return piping at a uniform grade of 1/2 inch in ten feet downward in the direction of flow.
- H. Install automatic air vents at the end of all steam mains and headers, and on large equipment steam spaces to facilitate start-up and heat transfer. Locate the air vent at a high point of the piping system or equipment, or where the air collects. Pipe the outlet to a safe place, cut the pipe end at a 45 degree angle. Install an isolation valve upstream of automatic air vents.

3.03 NATURAL GAS PIPING SYSTEMS

- A. Provide capped dirt legs, full size of piping, for gas piping as close to the inlet of equipment as practical.
- B. Provide vent to outside at pressure regulators sized for pressure regulator failure.
- C. Above grade outdoor threaded piping and fittings shall be galvanized.
- D. Above grade outdoor welded piping and fittings shall be painted or provided with a coating and taping system in accordance with utility company requirements.
- E. Below grade piping shall be provided with corrosion protection (Magnesium anodes in accordance with local gas utility installation requirements).

3.04 FUEL OIL PIPING SYSTEMS

- A. Provide priming tees with caps at all locations on fuel oil suction lines where fuel oil pumps need manual priming.
- B. Use joint compounds and piping components resistant to the corrosive action of fuel oil.

3.05 COMPRESSED AIR PIPING SYSTEMS

- A. Where piping elevations are not shown, pitch all lines to positive drain points. Unless shown otherwise on the Drawings include a line size drip leg with 2 line size drain valves and a hose end connection at all drain points.
- B. Inspect, clean, cap and tag all piping at the end of each working day.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- C. If copper tubing connections are specified in the piping schedule, comply with the following:
 - 1. Braze all joints in the tubing, except those permitted to be approved brass flared-type gas tubing fittings and those valves or equipment requiring screw connections, with 15 percent silver alloy using Handy Flux made by Hand and Harmon Company. Continuously back-purge all brazed joints back-purged with dry nitrogen or carbon dioxide to prevent the formation of scale within the tubing. Use preformed silver solder insert rings. Do not leave any excess flux inside the completed joints.

3.06 PNEUMATIC CONTROLS PIPING

- A. Installation:
 - 1. Conceal all control systems air piping wherever possible. Copper air tubing in Mechanical Equipment, Steam Service, Machine and Boiler Rooms and Penthouse Mechanical Equipment Rooms may be installed exposed. Provide air piping a minimum of 1/4" O.D., with the exception that 1/8" O.D. seamless copper tubing will be permitted in branch runs to individual thermostats.
 - 2. Provide hard temper copper tubing where exposed; concealed piping may be hard temper or soft annealed copper tubing. Run tubing parallel to the building lines. Bend tubing with bending tools. Use copper or brass solder type fittings, with the exception that all connections to apparatus or equipment must be made with compression or flare type fittings.
 - 3. Support air tubing in an approved manner, with all overhead lines run parallel to each other, supported by clevis or trapeze hangers on maximum 5 foot centers, or by attachment to adjacent piping or electrical conduit.
 - 4. Non-metallic air tubing may be used for temperature and humidity control systems, installed in accordance with the following:
 - a. Run exposed non-metallic tubing in Mechanical Equipment, Steam Service and Machine Rooms, Penthouse Mechanical Equipment Rooms, Finished Rooms or Finished Spaces in E.M.T. Install hard temper copper tubing for individual terminal runs, with the exception of terminal runs less than one foot in length, in which case flexible polyethylene tubing may be used.
 - b. Non-metallic multi-tube instrument tubing harness may be installed in concealed locations such as pipe chases, suspended ceilings or within wall construction. Single tube runs in the above locations shall be copper.
 - c. Non-metallic tubing may be installed inside control panels, within air conditioner and unit ventilator enclosures and other similar locations as approved. Number or color code, neatly tie and support tubing. Neatly and securely fasten flexible tubing connections, bridging control cabinet and its panel door, along hinge side of door and protect from abrasion.
 - 5. Periodically test all tubing during the piping installation. Prior to connection to control instruments or apparatus, blow out all tubing runs to rid system of dust, dirt and moisture, and test entire piping system under 40 lbs. air pressure for 24 hours, during which time pressure shall not drop more than 10 lbs.

3.07 THREADED CONNECTIONS

- A. Ream pipe ends to remove burrs.
- B. Use only standard ANSI taper threads. Threads shall be full, sharp, clean, and free of fins and burrs.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- C. Apply joint sealing tape or paste to male threads only. Do not use paste on compressed air lines. When sealing fuel oil piping, use a thread-sealing compound suitable for oil when making up joints. When sealing natural gas piping, use a thread-sealing compound suitable for natural gas when making up joints.
- D. Do not use close or short nipples of a size where the length of unthreaded pipe is less than the width of a pipe wrench.
- E. Thredolets or similar code-approved fittings may be used for branch connections.
- F. Provide unions at all threaded valve locations to facilitate the removal of the valve.
- G. Joint Sealing Compound; Hercules, RectorSeal or approved equal.

3.08 WELDED CARBON STEEL CONNECTIONS

- A. Perform welding using qualified welders and procedures following specified reference standards.
- B. Do not use mitered welds for elbows.
- C. Welded branch connections may be used in place of welding tees provided that requirements of the applicable ASME Code for pressure piping, B31.1 and/or B31.9 are met.
- D. Weldolets or similar code-approved fittings may be used for branch connections.
- E. Qualifications of welders, welding procedures, performance of welders and welding operators are required complying with the requirements of ASME B31.9 and ASME Boiler and Pressure Vessel Code, Section IX. Keep records and certifications required by code on file and available for inspection.
- F. Whenever welding is done close to walls, floors or building structure, thoroughly clean the surfaces of weld splatter. Remove weld splatter from the surface of all welds, pipe and pipe supports.
- G. Provide long radius pattern for welding elbows unless otherwise shown on the Drawings.
- H. Examine and inspect welded pipe joints as follows:
 - 1. Visually examine all welded pipe joints for imperfections using qualified representatives. Submit qualifications to the Architect/Engineer.
 - 2. Make available to the Architect/Engineer records of visual examinations upon request.
 - 3. Remove weld defects by grinding or chipping and repair or replace joints in accordance with approved procedures.
 - 4. Make shop and field welded joints available to the Owner for nondestructive inspection and examination upon request.

3.09 FLANGED CONNECTIONS

- A. Arrange flange bolt holes to straddle the pipe vertical and horizontal centerlines, and match the orientation of mating flanges.
- B. Install piping to equipment without strain.

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Daniel P. Thomas MRF

Contract No.: 23-519

- C. Provide gaskets at all flanged connections suitable for the design and temperature of the fluid contained, and in accordance with Part 2 of this Section.
- D. Mate flat face flanges together and raised face flanges together.

3.10 COPPER TUBING CONNECTIONS

- A. Provide soldered or brazed in accordance with Part 2 of this Section.
- B. Make soldered and brazed connections in accordance with the procedures in the current edition of the Copper Tube Handbook of the Copper Development Association.
- C. Qualifications of brazers, brazing procedures, and performance of brazers and brazing operators are required in compliance with the requirements of ASME B31.1, ASME B31.9, and the Boiler and Pressure Vessel Code, Section IX. Keep records and certifications required by the code on file and available for inspection.
- D. Make solder joints on all copper water piping with 95/5 solder. Absolutely no lead-based solder will be accepted.
- E. Clean joints thoroughly before soldering.
- F. Remove excess solder and flux with a cloth or brush to leave a uniform clean fillet.
- G. For refrigeration copper tubing connections, comply with ASME B31.5. Make brazed joints on all refrigeration piping.

3.11 CONNECTIONS OF DISSIMILAR METALLIC MATERIALS

- A. Isolate connections between dissimilar metallic materials using dielectric connections. Use dielectric unions or flanges that provide a complete isolation of the two ends, including bolts for flanges, using materials suitable for the design pressure, temperature and fluid contained.

3.12 VALVES

- A. Provide valves of the same size as the pipe in which they are installed, unless shown otherwise on the Drawings. At pumps, match valve size to pipe size and not pump connection size.
- B. Install valves with the stem on or above the horizontal. Install valves with the stem horizontal if requirements of headroom, access or chain operation must be met.
- C. Pack valves and adjust glands before final acceptance.
- D. Install valve extension stems or chain operators where the center of valve hand wheels is more than 6 feet-6 inches above the floor and valve is 2 ½" and larger. Provide chain hooks where required to prevent fouling of chains on equipment and to clear walkways. Terminate chains approximately 3 feet-6 inches above the floor. Provide worm gear operators or impact hand wheels for all valves 6 inches and larger.
- E. Extended Stems: Where insulation is indicated or specified, provide extended stems arranged to receive insulation and a protective sleeve that allows operation of the valve without breaking the vapor seal or disturbing the insulation.

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Daniel P. Thomas MRF

Contract No.: 23-519

- F. Install valves with unions or flanges at each piece of equipment arranged to allow service, maintenance, and equipment removal without system shutdown.
- G. Locate valves for easy access and provide separate support where necessary.
- H. Install check valves for proper direction of flow and as follows:
 - 1. Swing Check Valves: In horizontal position with hinge pin level.
 - 2. Lift Check Valves: With stem upright and plumb
- I. Install butterfly valves with stems horizontal to allow support for the disc and the cleaning action of the disc.
- J. Adjust or replace valve packing after piping systems have been tested and put into service but before final adjusting and balancing. Replace valves if persistent leaking occurs.
- K. Install balancing valves with lengths of straight pipe upstream and downstream of valve as per manufacturer's instructions such that calibrated accuracy is maintained. As a minimum provide straight lengths as per the following table;

REQUIRED STRAIGHT LENGTHS

Valve Size	Upstream (In Pipe Diameters)	Downstream (In Pipe Diameters)
1/2"-3"	3	1
4"-12"	5	2

- L. Chain wheel Actuators- Valve actuation assembly with sprocket rim, brackets, and chain.
 - 1. Sprocket rim with Chain guides: Ductile Iron (Aluminum for applications exposed to weather), of type and size required for valve.
 - 2. Brackets: Type, number, size, and fasteners required to securely mount actuator on valve.
 - 3. Chain: Stainless steel, of size required to fit sprocket rim.
 - 4. Manufacturers:
 - a. Babbitt Steam Specialty Co.
 - b. Roto Hammer Industries

3.13 CONTROL VALVE INSTALLATION

- A. Install all control valves so that the stem position is not more than 60 degrees from the vertical up position.
- B. Install valves in accordance with the manufacturer's recommendations.
- C. Install control valves so that they are accessible and serviceable, and such that actuators may be serviced and removed without interference from structure or other pipes, ducts and/or equipment.
- D. Install isolation valves at control valves such that control valve body may be serviced without draining the supply/return side piping system. Install unions at all connections to screwed type control valves.

3.14 PRESSURE TESTING, FLUSHING AND CLEANING

- A. Pressure test piping systems in accordance with applicable codes and as described herein.
- B. Pressure testing - Schedule pressure testing so that it may be witnessed by the Architect/Engineer, Owner, or their representative. Perform tests in accordance with the following procedures:
 - 1. Before testing, complete the installation of each pipe line, including final supports, hangers and anchors. Perform testing before insulation or paint is applied for examination during the test. Clean piping and equipment of metal cuttings and foreign matter as they are installed.
 - 2. Codes - Pressure test piping to assure integrity of material and workmanship in accordance with the applicable ASME Code for pressure piping (B31) and New York State Code.
 - 3. Protection of Equipment - Protect equipment, instruments and piping specialties which are not included in the test by either disconnecting from the piping and blanking off the end of the pipe with a blind flange, plug or cap, or isolating by insertion of a line blind or spool piece as required. Disconnect pneumatic control lines and close all openings.
 - 4. Provide temporary restraints for expansion joints that cannot sustain reactions due to test pressure. If temporary restraints are impractical, isolate expansion joints from testing.
 - 5. Piping may be tested in sections or circuits as required for the progress of the work.
 - 6. Provide all systems to be pressurized with the appropriate gauges, certified calibrated by the manufacturer, and pressure-relieving devices.
 - 7. Install relief valve set at a pressure no more than 1/3 higher than the test pressure, to protect against damage by expansion of liquid or other source of overpressure during the test. Do not allow test pressure to exceed maximum pressure for any vessel, pump, valve, or other component in system under test.
 - 8. Records - Provide records of all tests showing line designation, test pressure, ambient temperature, date of test, retests and signature of witness.
- C. Pneumatic Test Procedures - Perform pneumatic testing in accordance with ASME B31.9
 - 1. Prior to application of full pneumatic test pressure, perform a preliminary test at 10 psig for a minimum of ten (10) minutes to reveal any major leaks.
 - 2. After the preliminary test, apply pressure gradually in stages until test pressure is reached.
 - 3. Test durations:
 - a. For all systems the minimum test duration is that required to thoroughly examine the system for leaks.
 - b. Natural gas piping; Maintain test pressure for a minimum of one hour but not less than ½ hour for each 500 cubic feet of pipe volume. After test, purge the entire system of test gas.
 - c. For all other systems maintain test pressure for a minimum of ten (10) minutes without fluctuation.
 - 4. Check all joints, valves, etc. for leaks with a thick soap-water solution.
 - 5. Repair leaks as specified under "Repair of Line Leaks".
 - 6. Repeat pneumatic test until there are no leaks.
 - 7. Ensure that adequate protection is provided to prevent injury to persons or property during leak testing.
 - 8. Test systems to the pressure indicated under "Pressure Testing Schedule"
- D. Hydrostatic Test Procedures - Perform hydrostatic testing in accordance with ASME B31.9.
 - 1. Perform test using the pressure indicated under "Pressure Testing Schedule"

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

2. After hydrostatic test pressure has been applied for at least two hours, examine piping, joints, and connections for leakage while maintaining test pressure. Repeat hydrostatic test until there are no leaks.
 3. Repair leaks as specified under "Repair of Line Leaks"
- E. Service Testing - Perform service testing in accordance with ASME B31.9.
1. For gases and steam and condensate service not over 15 psig, and for nontoxic, noncombustible, nonflammable liquids at pressures not over 100 psig and temperatures not over 200 degrees F a system test with the service fluid is acceptable. This exemption does not apply to natural gas piping.
 2. Bring the piping system up to operating pressure gradually with visual examination at a pressure between one-half and two-thirds of design pressure. Make a final examination at operating pressure.
 3. Repair leaks as specified under "Repair of Line Leaks"
 4. Repeat service test until there are no leaks.
- F. Repair of Line Leaks - Comply with the following procedures for repair of leaks. In each case retest after repairs are made.
1. Soldered/Brazed Joints - Remove solder/brazing alloy and reapply with proper flux.
 2. Flanged Joints - Check to determine flange end alignment and that all bolts are uniformly tightened with the required torque. If leak persists, depressurize the line, remove gasket, examine flange end face, and insert new gasket.
 3. Threaded Joints - Tighten joint to a required torque. If leak does not stop, replace pipe and/or fittings. Do not use pipe dope, cement or seal weld to stop pipe leaks.
 4. Gasketed Joints - Remove existing gasket and insert new gasket.
 5. Welded Steel Joints - Repair pipe in accordance with applicable ASME B31 code.
 6. Leaks in Material - Leaks located in pipe or fitting material require the replacement of that section of pipe or fitting and a repeat of the entire system using the complete procedure required for that system. Caulking, welding or epoxy is not permitted. Repair all damage caused by leaks.
- G. Flushing - Complete pressure testing requirements prior to flushing. Performance of the flushing may be witnessed by the Architect/Engineer, Owner, or their representative, provide ample notification to all parties in advance of flushing any system. Perform system flushing in accordance with the following procedures:
1. Flush all main and branch steam and liquid piping systems after pressure testing is complete with new potable water while draining the system at all low points. Isolate all connected equipment and flush individually.
 2. Flushing for piping and equipment will be considered complete when water samples taken at all low points indicate clear discharge-with no visible solids. If not clear, continue flushing and sampling until discharge is clear.
- H. Cleaning - Complete flushing requirements prior to cleaning. Performance of the cleaning may be witnessed by the Architect/Engineer, Owner, or their representative, provide ample notification to all parties in advance of cleaning any system. Perform system cleaning in accordance with the following procedures:
1. Clean all steam and condensate lines by blowing them out with live steam. Discharge steam and condensate from each main and branch safely to atmosphere for a minimum of five minutes.
 2. Clean all compressed air, instrument air, and fuel oil lines with oil-free dry compressed air at design pressure through each section so that they are blown free of dirt and debris.
 3. Clean domestic water lines by flushing with water until effluent is visibly as clean as the flushing medium.

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Contract No.: 23-519

4. Clean hot water/chilled water lines as described below:
 - a. When flushing discharge is clear, fill piping systems with water and sufficient approved alkaline cleaning material to remove dirt, oil and grease. Include all connected equipment in the cleaning.
 - b. Vent system and place in operation, with automatic controls operating at set point temperature or an operating temperature designated by the Architect/Engineer. Circulate the solution through the system for a minimum of 4 consecutive hours.
 - c. After 4 hours, drain system and flush with clean water until the pH at the farthest drain matches the clean water input. Keep strainers unplugged during the cleaning operations. Refill system with clean water.
5. Clean temporary pump strainers and strainers at coils, etc. every 2 hours periodically during cleaning procedures. Do not remove temporary strainers until all cleaning steps are completed and the operation of the system indicates that the system is free of all foreign matter.
6. Blow out all piping and equipment after cleaning and final flushing is completed and the system is drained with clean dry instrument air for a minimum of 15 minutes or until all water is expelled from the system. Upon completion seal the system by closing all drains and vents.
7. Following the Architect/Engineers approval of the above flushing and cleaning procedures, immediately fill each system and chemically treat and monitor in accordance with the "Chemical Treatment Systems" specifications.

I. Pressure Testing Schedule:

Service	Test Type	Design Operating Pressure (psig)	Test Pressure (psig)
Fuel Oil Piping	Pneumatic		1.25 times maximum working pressure
Steam Piping	Hydrostatic		1.5 times maximum working pressure, but not less than 100 psi
Condensate Piping	Hydrostatic		1.5 times maximum working pressure, but not less than 100 psi
Natural Gas Piping	Pneumatic		1.5 times maximum working pressure but not less than 3 psig
Natural Gas Piping (In Schools)	Pneumatic		Working pressures up to 12" W.C. = 15 psig test pressure for 1 hour. Working pressures above 12" W.C. = 1.5 times the working pressure or a minimum of 50 psig for 1 hour.
Domestic Water Piping	Hydrostatic		1.5 times maximum working pressure, but not less than 100 psi

MRF Roof, HVAC & Electrical Upgrades**Daniel P. Thomas MRF**

Contract No.: 23-519

Misting System Piping	Hydrosatic		
Condenser Water Supply & Return	Hydrostatic		1.5 times maximum working pressure, but not less than 100 psi
Heating Hot Water Supply & Return	Hydrostatic		1.5 times maximum working pressure, but not less than 100 psi

3.15 PAINTING

- A. Upon completion of the installation, remove all protecting materials, thoroughly remove all scale and grease and leave in a clean condition for painting. Paint in accordance with the requirements of the "Painting" Specification Section.

3.16 PIPE FREEZING

- A. Where pipe freezing is required because of the lack of isolation valves, completely freeze piping using a jacket of liquid nitrogen. Provide the services of a company specializing in pipe freezing to perform the Work. Submit to the Architect/Engineer evidence that the company has performed this work for at least 5 years.
- B. Approved Manufacturer's:
1. Freeze Tech, Inc.
 2. Pro Tapping, Inc.

3.17 HOT TAPPING

- A. Provide a hot tapping tool for cutting holes in piping under pressure without interrupting system operation and without release or loss of fluid.
- B. Provide hot taps to permit new tie-ins to existing piping systems, insertion of flow meters, and permanent or temporary bypasses.
- C. Hot tap rating, ½ through 48 inch line size: 1500 psig maximum operating pressure at 100 degrees F and 750 degrees F maximum operating temperature at 700 psig.
- D. Provide the following information on the line to be tapped to the hot tap vendor before starting the Work:
1. Line size, wall thickness, and pipe material.
 2. Fluid in line, and operating pressure and temperature.
 3. Dimensional information and restrictions, if any.
 4. Tap size and orientation (if other than 90 degrees perpendicular to run of the pipe, give full details).
- E. Provide the services of a company specializing in hot taps to perform the Work. Submit to the Architect/Engineer evidence that the company has performed this work for at least 5 years.
- F. Approved Manufacturer's:
1. Topaz, Inc.

MRF Roof, HVAC & Electrical Upgrades
Daniel P. Thomas MRF
Contract No.: 23-519

2. Pro Tapping, Inc.

END OF SECTION

SECTION 232001
CONDENSATE DRAIN PIPING

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Pipe, pipe fittings, valves, and connections for piping systems.
- B. Condensate Drain.

1.02 RELATED SECTIONS

- A. Section 230529 - Pipe Hangers and Supports
- B. Section 230555 - Mechanical System Identification
- C. Section 230700 - Piping Insulation.

1.03 REFERENCES

- A. Section 014500 - Quality Control: Requirements for references and standards.
- B. ASTM D 1784 - Rigid Vinyl Compounds.
- C. ASTM D 1785 - PVC Plastic Pipe, Schedule 40
- D. ASTM D 2466 - PVC Plastic Fittings, Schedule 40
- E. ASTM D 2665 - PVC Drain, Waste, and Vent Pipe and Fittings
- F. ASTM D 2564 - Solvent Cements for PVC Pipe and Fittings
- G. ASTM D 2321 - Underground Installation of Thermoplastic Pipe (non-pressure applications)
- H. ASTM F 1668 - Procedures for Buried Plastic Pipe
- I. ASTM F 1866 - Fabricated PVC DWV Fittings
- J. NSF Standard 14 - Plastic Piping Components and Related Materials.
- K. NSF Standard 61 - Drinking Water System Components - Health Effects.

1.04 SUBMITTALS FOR REVIEW

- A. Section 013300 - Submittals: Procedures for submittals.
- B. Product Data: Provide data on pipe materials, pipe fittings, and accessories. Provide manufacturers catalog information.

1.05 QUALITY ASSURANCE

- A. Perform Work in accordance with State of New York and Town code.

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Daniel P. Thomas MRF

Contract No.: 23-519

- B. Identify pipe with marking including size, ASTM material classification and ASTM specification.

1.06 REGULATORY REQUIREMENTS

- A. Perform Work in accordance with the State of New York and the Town code.

1.07 DELIVERY, STORAGE, AND PROTECTION

- A. Section 016500 – Product Delivery, Storage, and Handling: Transport, handle, store, and protect products.
- B. Provide temporary end caps and closures on piping and fittings. Maintain in place until installation.
- C. Protect piping systems from entry of foreign materials by temporary covers, completing sections of the work, and isolating parts of completed system.

1.08 ENVIRONMENTAL REQUIREMENTS

- A. Section 014536 – Environmental Quality Control: Moisture control affecting products on site.

PART 2 - PRODUCTS

2.01 PVC SCHEDULE 40 SOLID WALL PIPE AND PVC DWV FITTING SYSTEM.

- A. Pipe and fittings shall be manufactured from virgin rigid PVC (polyvinyl chloride) vinyl compounds with a Cell Class of 12454 per ASTM D 1784.
- B. PVC Schedule 40 pipe shall be iron pipe size (IPS) conforming to ASTM D 1785 and ASTM D 2665.
- C. Injection molded PVC DWV fittings shall conform to ASTM D 2665. Fabricated PVC DWV fittings shall conform to ASTM F 1866.
- D. Pipe and fittings shall be manufactured as a system and be the product of one manufacturer.
- E. Pipe and fittings shall conform to National Sanitation Foundation (NSF) Standard 14.
- F. Testing with or transport/storage of compressed air or gas in PVC pipe or fittings shall not be permitted.
- G. Buried pipe shall be installed in accordance with ASTM D 2321 and ASTM F 1668.
- H. Solvent cement joints shall be made in a two step process with primer manufactured for thermoplastic piping systems and solvent cement conforming to ASTM D 2564.
- I. Primer shall conform to ASTM F 656.
- J. The system shall be protected from chemical agents, fire stopping materials, thread sealant, plasticized vinyl products, or other aggressive chemical agents not compatible with PVC compounds.

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Daniel P. Thomas MRF

Contract No.: 23-519

- K. The system is intended for non-pressure drainage applications where the temperature will not exceed 140°F.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Section 013100 - Project Management and Coordination: Verification of existing conditions before starting work.

3.02 PREPARATION

- A. Ream pipe and tube ends. Remove burrs.
- B. Remove scale and dirt, on inside and outside, before assembly.
- C. Prepare piping connections to equipment with flanges or unions.

3.03 INSTALLATION

- A. Install in accordance with manufacturer's instructions and the requirements of the Plumbing Code of New York State.
- B. Route piping in orderly manner and maintain gradient. Route parallel and perpendicular to walls. Effect changes in size with reducing fittings.
- C. Install piping to maintain headroom, conserve space, and not interfere with use of space.
- D. Group piping whenever practical at common elevations.
- E. Provide clearance in hangers and from structure and other equipment for installation of insulation and access to fittings. Refer to Section 230700.
- F. Provide access where valves and fittings are not exposed. Coordinate size and location of access doors with Section 083100 - Access Doors and Panels.
- G. Where pipe support members are welded to structural building framing, scrape, brush clean, and apply one coat of zinc rich primer to welding.
- H. Sleeve pipes passing through partitions, walls and floors.
- I. Identify piping under provisions of Section 230555.

3.04 APPLICATION

- A. Install unions downstream at equipment or apparatus connections.

3.05 ERECTION TOLERANCES

- A. Section 014500 - Quality Control: Tolerances.
- B. Establish invert elevations, slopes for drainage to ¼ inch per foot minimum. Maintain gradients.

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Daniel P. Thomas MRF

Contract No.: 23-519

3.06 FIELD QUALITY CONTROL

- A. Drainage System: Test plug all system openings with the exception of the system's highest point. Fill system with water to the point of overflow and subject the highest point to 10-foot head of water. The system shall be considered tight if the pressure is held for not less than 30 minutes without signs of leakage.

END OF SECTION

SECTION 232006
HYDRONIC SPECIALTIES

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. This Section describes the hydronic specialties, including Expansion Tanks, Air Separators, Triple Duty Valves, Suction Diffusers, Automatic Water Tempering/Mixing Valves, Water Hammer Arrestors and Thermostatic Radiator Valves for hydronic heating and cooling piping systems.

1.02 REFERENCES

- A. ASME - Boilers and Pressure Vessel Codes, SEC 8-D-Rules for Construction of Pressure Vessels.

1.03 SUBMITTALS

- A. Product Data: Provide product data for manufactured products and assemblies required for the Work. Include component sizes, rough-in requirements, service sizes and finishes. Include product description, model and dimensions.
- B. Submit manufacturer's instructions for maintenance and repair.
- C. Provide a valve and specialty application schedule.

1.04 OPERATION AND MAINTENANCE DATA

- A. Maintenance Data: Include installation instructions, assembly views, lubrication instructions and replacement parts list.

1.05 RELATED WORK

- A. Section 232000 - Pipe, Valves and Fittings

1.06 QUALIFICATIONS

- A. Companies specializing in making products specified with at least 5 years of experience and products that have been on the market for at least 3 years.

PART 2 - PRODUCTS

2.01 ASME PARTIAL BLADDER TYPE EXPANSION TANKS

- A. Manufacturers:
 - 1. Taco, Inc; Model PAX (size and capacity as called for on plans)
 - 2. ITT Bell & Gossett
 - 3. Amtrol Inc
 - 4. Approved equal.
- B. Construction: Welded steel, designed, tested and stamped in accordance with ASME (BPV code sec VIII, div 1); supplied with National Board Form U-1, rated for working pressure of 125

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

psi , with flexible seamless heavy duty butyl rubber bladder. (optional 150 psi) All wetted components to be fabricated of FDA approved materials. Bladder shall be able to accept the partial volume of the expansion tank and shall be removable and replaceable. The bladder shall be connected to the top of the tank via a hose/tube that with distribution holes that facilitate even expansion of the bladder.

- C. System connection shall be via a ½ inch 304 stainless steel NPT connection on the top of the tank. A Schrader valve fitting shall be installed at the top of the tank to allow external pressurization of the bladder. Valve shall be protected by a 1½ "coupling welded to the tank.
- D. Accessories: Pressure gage (field installed in adjacent piping by others) and air-charging fitting; precharge to pressure indicated on plans.

2.02 AIR AND DIRT SEPARATORS

- A. Manufacturers:
 - 1. Taco, Inc; 4900 (size and capacity as called for on plans)
 - 2. Spirotherm.
 - 3. Flamco
 - 4. Approved equal.
- B. Air and dirt removal device shall be constructed of steel. It shall be designed, fabricated and stamped per ASME Section VIII Division 1 with a maximum working pressure of 125 psi at 270°F/. Manufacturer shall be holder of ASME U stamp. Optional 250 psi and 150 psi ASME units.
- C. Units up to three 3-inch in size shall be provided with threaded connections as standard. Units four 4-inch and larger shall be provided with flanged system connections as standard. Inlet and outlet connections to be inline with piping system. Both inlet and outlet to be in the same horizontal and vertical planes.
- D. Each air and dirt removal device shall be equipped with a brass conical shaped air venting chamber designed to minimize system fluid from fouling the venting assembly. The air vent shall be able to be closed to allow flushing and purging of dirt via side port without dirt passing through vent on initial system fill.
- E. A brass flushing cock shall be located on the side of each separator to facilitate system fast-fill and removal of the floating impurities from the air system interface within the separator.
- F. A blow down valve shall be provided by the unit manufacturer on the bottom of each unit to allow blow down and cleaning. On units 2 ½" and smaller the valve and all of its fittings shall be 1". On units three 3" and larger the valve and all openings shall be 2".
- G. The air and dirt removal device shall remove air down to 18 microns and shall remove dirt/debris down to 35 microns. The unit shall be 100% efficient at removing dirt down to 90 microns in 100 passes or less.
- H. The unit manufacturer shall provide the owner and design engineer third party independent test data certifying that their unit performs to the above standards. Suppliers not providing these independent performance test results will not be acceptable.
- I. The air and dirt separator shall employ the use of high surface area pall rings to achieve optimal separation of air and dirt with minimal pressure drop. The pall rings shall be made of stainless

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Daniel P. Thomas MRF

Contract No.: 23-519

steel. Stainless steel will be the only acceptable material used for suppressing turbulence and increasing surface area for high efficiency air and dirt removal. Inferior materials of construction such as copper for the straining medium will not be acceptable.

- J. Manufacturer must have at least 15 years of experience with microbubble coalescing and dirt removal technology.
- K. (OPTIONAL) The unit shall be manufactured with a removable cover to facilitate removal, inspection, and cleaning of the pall ring basket. The entire pall ring basket shall be constructed of stainless steel. For safety and ease of service the unit shall be accessed from the top and the pall ring basket shall be accessed as one complete assembly housed in a stainless steel cage.

2.03 AIR SEPARATORS

- A. Manufacturers:
 - 1. Taco, Inc; VorTech series (size and capacity as called for on plans)
 - 2. Spirotherm.
 - 3. Flamco
 - 4. Approved equal.
- B. Air removal device shall be designed for a maximum working pressure rating of 150 psi at 240 degrees F. Units up to 3-inch in size shall be provided with threaded system connections.
- C. Construction:
 - 1. Body and Cap: Cast Iron
 - 2. Cartridge and Plate: Stainless Steel
 - 3. O-Ring: Viton
- D. The air removal device shall come standard with a replaceable high capacity air vent and an expansion tank connection tapping.

2.04 TRIPLE DUTY VALVES

- A. Furnish and install as shown on Drawings, a valve designed to perform the functions of a center guided nonslam check valve, shutoff valve and calibrated balancing valve.
- B. Heavy-duty cast iron construction.
- C. 2" and smaller: NPT connections per ANSI B1.20.1-83 suitable for 175 psi working pressure for operating temperatures up to 250°F.
- D. 2 ½" and larger: 125 psi ANSI flanged connections suitable for 175 psi working pressure connections for operating temperatures up to 250°F.
- E. Fit valve with a bronze seat, replaceable bronze disc with EPDM seat insert, stainless steel stem, and chatter preventing stainless steel spring. Design to permit repacking under full system pressure.
- F. Provide Cv rating at every 10% increment opening for read-out of flow determination and system pressure drop.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- G. Equip with brass readout valves (with integral check valve) to facilitate taking differential pressure readings across the orifice for accurate system balance. Manufacture valve at an ISO 9001 approved facility.
- H. Approved manufacturers: ITT Bell & Gossett

2.05 SUCTION DIFFUSERS

- A. Furnish and install as shown on the Drawings, angle pattern flow straightening fitting equipped with a combination diffuser strainer-orifice cylinder, flow straightening vanes, start-up strainer and adjustable support foot. Design the combination diffuser-strainer-orifice cylinder to withstand pressure differential equal to the system pump shutoff head with a free area equal to five times the cross section area of the pump suction opening. Provide flow straightening vanes no less than 2 1/2 times the diameter of the system pump suction connection in length.
- B. Cast Iron NPT and Flanged Models Rated for a Maximum Working Pressure of 175 PSIG.
- C. 2" and smaller: Cast iron flow straightening fitting with NPT system and NPT pump connections.
- D. 2 1/2" and larger: Cast iron flow straightening fitting with flanged system and flanged pump connections.
- E. Stainless steel combination diffuser-strainer-orifice cylinder with 3/16" diameter perforations to protect the system pump. Full length stainless steel flow straightening vanes to provide nonturbulent flow to the suction side of the system pump. Bronze start-up strainer with 16 mesh. Construct so that all internal components are replaceable.
- F. Approved manufacturer: ITT Bell & Gossett.

2.06 AUTOMATIC WATER TEMPERING/MIXING VALVES

- A. Construct automatic hot water tempering valves completely of brass. Test valves to 300 pounds per square inch.
- B. Equip the tempering valves with a long mixing chamber with vanes at an angle to the longitudinal axis of the valve to cause thorough mixing of hot and cold water.
- C. Locate the thermostatic element inside the in the mixing chamber, in the main body of the tempering valve.
- D. Provide the thermostatic element with a minimum length as per the following schedule:

SIZE	LENGTH
1/2" Tempering Valve	7-1/4 inches
3/4" Tempering Valve	7-1/4 inches
1" Tempering Valve	11 inches
1-1/4" Tempering Valve	18 inches
1-1/2" Tempering Valve	23 inches
2" Tempering Valve	23 inches
2-1/2" Tempering Valve	27 inches
3" Tempering Valve	27 inches

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Contract No.: 23-519

SIZE	LENGTH
4" Tempering Valve	27 inches

- E. Construct the tempering valves to be adjustable to deliver water within close tolerances of any temperature between 120 degrees and 200 degrees Fahrenheit.
- F. Approved manufacturers: Holby Valve Company, Inc.

2.07 WATER HAMMER ARRESTORS

- A. ANSI A112.26.1; stainless steel shock absorber, piston type sized in accordance with PDI WH-201, precharged suitable for operation in temperature range 34 to 250 degrees F and maximum 150 psi working pressure.
- B. Install water hammer arrestor in the upright position as close as possible to the valve being served at locations shown on the Drawings and at all solenoid, remote operated or quick closing valves.
- C. Approved Model: J. R. Smith 5000 series "Hydrotrol".

2.08 THERMOSTATIC RADIATOR VALVES

- A. Bellows design with either a liquid or vapor charge capable of temperature adjustment between 45 degrees and 86 degrees F. Select thermostatic radiator valves to maintain room temperature within +/- 1 degree F.
- B. Accomplish locking or limiting of the temperature by the use of limiting pins or rings. The valve shall be of nickel plated brass construction with a fully replaceable packing gland replaceable while the system is in full operation due to a valve back seat gasket.
- C. The packing gland shall be capable of replacement simply by using only a crescent wrench.
- D. Construct the valve disc of EPDM capable of withstanding 250 degree F temperatures.
- E. Connect the operator to the valve using a snap-on fast mounting system secured by an Allen screw.
- F. Approved manufacturers: Danfoss

PART 3 - EXECUTION**3.01 INSTALLATION**

- A. Install specialties in accordance with manufacturer's instructions and as shown on the Drawings.
- B. Air separator and expansion tank to be installed on the suction side of the system pumps. Expansion tank to be tied into system piping in close proximity to air separator and system fill line.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- C. Provide all necessary steel supporting members to support the expansion tank in an approved manner. Support vertical tanks with steel legs or base. Support horizontal tanks with steel saddles.
- D. Provide pump suction fitting on suction side of base mounted centrifugal pumps where indicated. Remove temporary strainers after cleaning systems.
- E. Provide combination pump discharge valve on discharge side of base mounted centrifugal pumps where indicated.
- F. Support pump fittings with floor mounted pipe and flange supports.
- G. Provide radiator valves on water inlet to terminal heating units such as radiation, unit heaters, and fan coil units.
- H. Provide radiator balancing valves on water outlet from terminal heating units such as radiation, unit heaters, and fan coil units.
- I. Provide relief valves on expansion tanks.
- J. Select system relief valve capacity so that it is greater than make-up pressure reducing valve capacity. Select equipment relief valve capacity to exceed rating of connected equipment.
- K. Pipe relief valve outlet to nearest floor drain.

END OF SECTION

SECTION 232007
PIPING SPECIALTIES

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. This section describes the pipe specialties for piping systems including, but not limited, to the following:
 - 1. Drain Valves
 - 2. Pressure Reducing Fill Valves
 - 3. Pressure Relief Valves
 - 4. Strainers
 - 5. Air Vents
 - 6. Reduced Pressure Principle (RPZ) Assembly
 - 7. Prefabricated Expansion Compensation Loops
 - 8. Escutcheons
 - 9. Water Meters
 - 10. Nutating Disc Water Meter
 - 11. Flexible Rubber Connectors
 - 12. Flexible Stainless Steel Hoses
 - 13. Double Check Valves
 - 14. Dielectric Connections

1.02 REFERENCES

- A. ASME - Boilers and Pressure Vessel Codes, SEC 8-D-Rules for Construction of Pressure Vessels.

1.03 SUBMITTALS

- A. Product Data: Submit product data for manufactured products and assemblies required for this project. Include component sizes, rough-in requirements, service sizes and finishes. Include produce description, model and dimensions.
- B. Submit manufacturer's instructions for maintenance and repair.
- C. Submit a valve and specialty application schedule.

1.04 OPERATION AND MAINTENANCE DATA

- A. Maintenance Data: Include installation instructions, assembly views, lubrication instructions and replacement parts list.

1.05 RELATED WORK

- A. Section 232000 - Pipe, Valves and Fittings

1.06 QUALIFICATIONS

- A. Companies specializing in making products specified with at least 5 years of experience and products that have been on the market for at least 3 years.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

PART 2 - PRODUCTS

2.01 DRAIN VALVE

- A. Provide drain valves, ball type with $\frac{3}{4}$ inch hose connector, at all low points of water systems, on strainers, and in all locations as shown on the Drawings. Provide minimum $\frac{3}{4}$ inch drain size. Provide caps or plugs with chain at all drain and fill valves.

2.02 PRESSURE REDUCING FILL VALVE

- A. Provide a pressure reducing fill valve with built in strainer, by-pass and all separation valves for hot water heating system.
- B. Adjustable range of 10 TO 25 PSIG or 25 to 60 PSIG.
- C. Install pressure reducing valve with unions on inlet and outlet to facilitate removal.
- D. Approved Manufacturer: Bell & Gossett

2.03 PRESSURE RELIEF VALVE

- A. Make Up Water Systems:
 - 1. Engineered in accordance with Section IV of the ASME boiler and pressure code for heating boilers with capacities certified by the National Board of Boiler and Pressure Vessel Inspectors.
 - 2. Bronze body and EPDM diaphragm
 - 3. Rated for maximum operating temperature of 250 degrees F and maximum working pressure of 125 psig.
 - 4. Approved Manufacturer: Bell and Gossett
- B. Boilers:
 - 1. Furnished by boiler supplier and sized as per ASME Boiler and Pressure Vessel Code.

2.04 STRAINERS

- A. General:
 - 1. Provide strainers ahead of all pumps, automatic control valves, as specified for piping installations, as shown on the Drawings, and as required for proper functioning of equipment.
- B. Fuel Oil Strainers
 - 1. Cast iron body, with threaded connections, sized as shown on the Drawings and suitable for working pressures to 200 psig. Clamped cover and handle for removal of the basket. Basket constructed of 40 mesh stainless steel.
 - 2. Approved Manufacturer: Preferred Utilities Mfg. Corp. Model 72.
- C. Steam and Water Strainers
 - 1. "Y" type or "Basket" type, as shown on the Drawings.
 - 2. Provide a strainer screen blow down valve the full size of the blow-off tapping for each strainer. Provide gate valves for steam service and ball valve with $\frac{1}{2}$ inch hose end for water service.
 - 3. Stainless steel strainer screens with perforations as follows:

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Contract No.: 23-519

Pipe Size (Inches)	Water Service Perforations (Inches)	Steam Service Perforations (Inches)
Thru 4	1/16 (except at cooling tower pumps shall be 1/8)	1/32
Over 4	1/8	3/64

4. Select the length of the nipple connecting the blow-off valve to the strainer basket flange so that the blow-off valve is clear of the insulation.
5. Select strainers with bodies compatible with connected piping from the following schedule for the service intended.

Size	Manufacturer	Strainer Type	Model No.	Description
2 inches & smaller	Mueller Steam Specialty	Y	11M	Cast iron body, threaded ends, ANSI Class 250
2 inches & smaller	Mueller Steam Specialty	Y	358S	Bronze body, soldered ends, ANSI Class 125, for copper pipe
2 ½ inches & larger	Mueller Steam Specialty	Y	758	Cast iron body, flanged ends, ANSI Class 125
2 inches & smaller	Mueller Steam Specialty	Basket	125	Cast iron body, screwed ends, ANSI Class 125
2 inches & smaller	Mueller Steam Specialty	Basket	125B	Bronze body, screwed ends, ANSI Class 150, for copper pipe
2 ½ inches & larger	Mueller Steam Specialty	Basket	166	Cast iron body, flanged ends, ANSI Class 250

2.05 AIR VENTS**A. Automatic Air Vents:**

1. Float actuated high capacity air vent designed to purge free air from the system and provide shutoff at pressures up to 150 psig at a maximum temperature of 250 degrees F. Design to prevent air from entering the system if system pressure drops below atmospheric pressure and to purge free air at pressures up to 150 psig during normal system operation.
2. Cast iron and fitted with components of stainless steel, brass, and EPDM.
3. Provide a shutoff ball valve before the automatic air to isolate the air vent from the system.
4. Approved Manufacturer: ITT Bell & Gossett Model 107A.

B. Manual Air Vents:

1. ½ inch ball valves with ½ inch hose ends.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

2.06 REDUCED PRESSURE PRINCIPLE ASSEMBLY (RPZ)

- A. Include a tightly closing resilient-seated shut-off valve at each end of the body. Fit the assembly with four (4) resilient-seated test cocks.
- B. Include two (2) independent and internally loaded replaceable seat check valves and a replaceable seat pressure differential relief valve located between the check valves.
- C. Check valve internal parts easily accessible from the top of the device without removing the check valve body from the line. Install the device in horizontal position.
- D. Assembly rated to 175 psi working pressure and to withstand water temperatures to 180 deg F.
- E. Use only corrosion resistant materials.
- F. Strainer: Body and cover; ASTM B-63 bronze. Screen; ASTM A478, Type 304 stainless steel, standard 20 mesh. Includes body, cap, gasket and self-cleaning blow-off plug with NPT threads. Stainless steel screens shall be standard 20 mesh.
- G. Approved Manufacturer: Febco Model 860

2.07 PREFABRICATED EXPANSION COMPENSATION LOOPS

- A. Provide flexible expansion loops of size and type noted on Drawings.
- B. Two flexible sections of hose and braid, two 90 degree elbows, and a 180 degree return assembled in such a way that the piping does not change direction, but maintains its course along a single axis.
- C. Factory supplied, center support nut located at the bottom of the 180 degree return, and a drain/air release plug. Design flexible loops so that no thrust loads are imparted to system support anchors or building structure.
- D. Install in a neutral, pre-compressed or pre-extended condition as required for the application. For steam service, install loops with flexible legs horizontal to prevent condensate buildup. Install and guide per manufacturer's recommendations.
- E. Select materials of construction and end fitting type to be consistent with pipe material and equipment/ pipe connection fittings. Connectors A.G.A. certified natural gas service. Connectors UL classified in accordance with ANSI/NSF 61-1977 standards for potable water service.
- F. Approved Manufacturer: The Metraflex Company, Chicago, IL.

2.08 ESCUTCHEONS

- A. Provide escutcheons with spring-catch fasteners at all locations where insulated or uninsulated piping, installed exposed to view, penetrates wall, partitions, floors, and ceilings.
- B. Plain pattern, chrome-plated brass for all piping except galvanized steel.
- C. Galvanized around galvanized steel pipe.

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Daniel P. Thomas MRF

Contract No.: 23-519

- D. Deep recess to cover sleeves at floor penetrations.

2.09 WATER METER

- A. Comply with the requirements of the applicable American Water Works Association (AWWA) Standards and NSF/ANSI Standards.
- B. Velocity-type meter designed to evenly distribute water through an impeller creating an impeller velocity directly proportional to water flow rate.
- C. Main case constructed of EnviroBrass II, 87% copper, low lead bronze. Measuring chamber housing and measurement element constructed of a durable synthetic polymer and easily removable from the main case without removal of the meter from the line. Chamber housing constructed in two parts to allow access to the impeller.
- D. Direct magnetic drive to provide linkage between measurement element and register.
- E. Register permanently sealed with a tempered glass lens, stainless steel base and wrap around gasket to prevent intrusion of dirt or moisture. Include electrical impulse contactor for remote monitoring by the Building Automation System and the chemical treatment system.
- F. Include a 360-degree polymer basket strainer.
- G. Approved Manufacturer: Multi-Jet Meter by Master Meter.

2.10 NUTATING DISC WATER METER

- A. Comply with the requirements of the applicable American Water Works Association (AWWA) Standard C700 and NSF/ANSI Standards.
- B. Magnetic driven flat nutating type disc meter.
- C. Main case constructed of NSF/ANSI 61, Annex G and Annex F certified lead free alloy containing a minimum of 85% copper. Main case markings shall be cast raised and shall indicate size, model, direction of flow and NSF 61 certification.
- D. Register shall be of the straight reading sealed magnetic type and shall contain six numerical wheels. Registers shall be roll sealed and dry. Register cups shall be copper and covered with a tempered flat glass lens. Position register lid above register box to prevent intrusion of dirt or moisture. Register box and lids shall be high-strength polymer or approved equal. Stamp size, model and date of manufacture on dial face. The dial shall have a red center sweep hand and shall contain one hundred equally divided graduations at its periphery.
- E. The register shall contain a low flow indicator with a 1:1 ratio to disc nutations to provide leak detection.
- F. Measuring chamber shall be of a two-piece snap-joint type. Measuring chamber and control block shall be constructed of non-hydrolyzing synthetic polymer. Nutating disc shall be a single piece fabricated from synthetic polymer and shall contain a 316 stainless steel spindle.
- G. Include electrical impulse contactor for remote monitoring by the Building Automation System.

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Daniel P. Thomas MRF

Contract No.: 23-519

- H. Include a removable polymer strainer.
- I. Approved Manufacturer: Neptune Type T-10 with Trico E output device.

2.11 FLEXIBLE RUBBER CONNECTORS

- A. Flexible spherical expansion joints with peroxide cured EPDM in the covers, liners and Kevlar tire cord frictioning.
- B. Solid steel rings within the raised face rubber flanged ends to prevent pullout. Flexible cable bead wire is not acceptable.
- C. Sizes $\frac{3}{4}$ " to 1 $\frac{1}{2}$ ": threaded two piece bolted flange assemblies, one sphere and cable retention
- D. Sizes 2" and larger: two spheres reinforced with a ductile iron external ring between spheres. Split ductile iron or steel flanges with hooked or similar interlocks.
- E. Sizes 16" to 24": Single sphere.
- F. Connectors up to 14" rated at 250 psi up to 170 degrees F with a uniform drop in allowable pressure to 215 psi at 250 degrees F.
- G. Connectors 16" through 24": single sphere minimum ratings 180 psi at 170 degrees F and 150 psi at 250 degrees F.
- H. Safety factors to burst and flange pullout: minimum of 3/1.
- I. Factory test all expansion joints to 150% of rated pressure for 12 minutes before shipment.
- J. Concentric reducers conforming to the above ratings may be substituted for equal ended expansion joints.
- K. Use control rods only in unanchored piping locations where the manufacturer determines the installation exceeds the pressure requirement without control rods.
 - 1. Control rods: $\frac{1}{2}$ " thick Neoprene washer bushings large enough in diameter to take the thrust at 1000 psi maximum on the washer area.
- L. Submit two test reports by independent consultants showing minimum reductions of 20 DB in vibration accelerations and 10 DB in sound pressure levels at typical blade passage frequencies on this or a similar product by the same manufacturer. Install expansion joints on the equipment side of shut off valves.
- M. Approved Manufacturer:
 - 1. Type SAFEFLEX SFDEJ, SFEJ, SFDJR or SFU and Control Rods CR as manufactured by Mason Industries, Inc.

2.12 FLEXIBLE STAINLESS STEEL HOSE

- A. Stainless steel braid and carbon steel fittings.
- B. End connections: Sizes 2 $\frac{1}{2}$ "and smaller, threaded male nipples. Sizes 3" and larger, flanged.

C. Minimum lengths as tabulated below:

SIZE (INCHES)	MINIMUM SIZE (INCHES)	SIZE (INCHES)	MINIMUM LENGTH (INCHES)
1/2	9	4	15
3/4	10	6	20
1	11	8	22
1 1/4	12	10	26
1 1/2	13	12	28
2	14	14	30
2 1/2	18	16	32
3	14		

D. Approved Manufacturer: Type BSS as manufactured by Mason Industries, Inc.

2.13 DOUBLE CHECK VALVE ASSEMBLY

- A. Conform to AWWA C510-92.
- B. Include a tightly closing resilient-seated shut-off valve at each end of the body. Fit with four (4) resilient-seated test cocks.
- C. Two (2) independent and internally loaded check valves with replaceable seats
- D. Internal parts easily accessible from the top of the device without removing the check valve body from the line. Install the device in horizontal position.
- E. Rated to 175 psi working pressure and to withstand water temperatures from 32 deg F to 140 deg F.
- F. Valve body bronze with stainless steel springs and threaded ends.
- G. Strainer: Body and cover ASTM B-63 bronze. Screen ASTM A478, Type 304 stainless steel standard 20 mesh. Include body, screen, cap, gasket and self-cleaning blow-off plug with NPT threads.
- H. Approved Manufacturer: Febco Model 850

2.14 DIELECTRIC CONNECTIONS

- A. Approved Manufacturer: Watts Regulator Series 3000 Dielectric Unions and Flange Systems

2.15 SAFETY AND RELIEF VALVES

- A. General Requirements: Valves shall be as specified by ASME Code governing manufacture of such valves within scope of their particular usage, i.e., Heating Boilers, Power Boilers, Unfired Pressure Vessels, etc., shall be tested, rated and listed by National Board of Boiler and Pressure Vessel Inspections and shall bear symbol of ASME and NBB and PVI, unless otherwise specified. Liquid relief valves do not require ASME tagging or marking, or NBB and

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

PVI Certification. Valves for applications specified shall conform to the ASME Code, Section IV, Heating Boilers and the following:

1. Valves for hot water heating boilers shall conform to the requirements of the ASME Code and have a maximum pressure setting of 30 psig. Valves shall be of Safety Relief type, i.e., shall lift slowly to relieve normal thermal pressure build-up and "pop" to relieve excessive pressure due to "runaway" conditions, caused by the failure of any pressure control device and shut-down firing mechanism on excessive pressure indication. Valve bodies shall be bronze or cast iron, with non-vulcanizing synthetic discs and with seats of bronze.
2. Valves for direct fired domestic hot water boilers shall conform to requirements of ASME Code, Section IV, Paragraph HG 400.2 (a). Valves shall be of temperature-pressure type, rated at 125 psig test pressure. Thermostatic element shall, on rising temperature, cause the valve to open at 188 degrees F. and valve shall deliver its rated capacity at 208 degrees F. and close drip tight at 183 degrees F. Valves for use on gas fired heaters shall be AGA approved and shall be so stamped or marked.
3. Valves for combination domestic hot water heater and storage tanks shall conform to the requirements of ASME Code, Section IV and USA Standard Z21.22 and shall be NBB listed. Valves shall be of the temperature - pressure type. Thermostatic element shall, on rising temperature, cause the valve to open at 200 degrees F. and valve shall deliver its rated capacity at 210 degrees F. and close drip tight at 195 degrees F. Valves shall be sized in accordance with Unfired Vessel Code.
4. Valves for Unfired Pressure Vessels: Safety and safety relief valves on secondary side of unfired pressure tanks, water heaters and heat exchangers shall comply with Code requirements governing applicable equipment as outlined in ASME Code, Section IV, Article 4, Paragraph HG 400.3 and as follows: Secondary side of heat exchanger shall be protected by officially rated valves, set for same pressure or temperature as heretofore specified, when secondary side furnishes steam or hot water for purpose equivalent to purposes for which a boiler would be installed; valves for this purpose shall be sized in accordance with Unfired Vessel Code.
5. End Connections: Unless otherwise specified, safety valves, relief valves and safety relief valves, in sizes 3/4 inch to 3 inches IPS inclusive, may be furnished with male or female pipe thread inlet and female pipe thread outlet; valves over 3 inches IPS must be furnished with 125 lb. or 250 lb. flanged inlet and may be equipped with female threaded or 125 lb. flanged outlet.

PART 3 - EXECUTION

3.01 GENERAL INSTALLATION

- A. Install work in accordance with manufacturer's instructions and as shown on the Drawings.
- B. Furnish and connect to all valves, brass tags, polished or lacquered, with stamp lettering or numbers filled in with black paint. Identify each zone.
- C. See "Pipe, Valve and Fitting" Specification for more information.
- D. Secure escutcheons to the pipe or insulation and flush with the building surface.
- E. Clean the valves and place them in final operating position

3.02 STRAINER INSTALLATION

- A. Installed strainers so they are readily accessible

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- B. Remove start-up strainer screen from suction diffusers and strainers and install permanent screens prior to balancing water systems.

3.03 FLEXIBLE CONNECTOR INSTALLATION

- A. Install flexible Connectors at all locations where piping connects to cooling towers, chillers, air handlers, pumps, or compressors and other places shown on the Drawings.
- B. Install Flexible Rubber Connectors only in equipment rooms. Where flexible connectors are required in ceilings or other construction away from equipment rooms and when temperatures exceed 250 degrees F, install Flexible Stainless Steel Hoses.
- C. Where Flexible Rubber Connectors can not be installed due to temperature and pressure limitations install Flexible Stainless Steel Hoses.
- D. Install connectors the equipment side of the shut-off valves horizontally and parallel to the equipment shafts wherever possible.
- E. Install expansion joints in piping gaps equal to the length of the expansion joints under pressure.

3.04 RELIEF VALVE INSTALLATION

- A. Furnish and connect to all relief valves, etc., brass tags with stamp lettering or numbers filled in with black paint indicating the working pressure or set pressure.
- B. If, in the opinion of the Architect/Engineer, relief valves, vents and drains have been installed so as to create a hazardous and unsafe condition, make corrections as directed without additional charge.

3.05 IR VENT INSTALLATION

- A. Provide automatic air vents with ¼ inch copper drip lines to the nearest floor or roof drain.
- B. Install air vents where shown on the Drawings and at the high points of all systems and at other locations as required to allow complete venting of air from the system.

3.06 DIELECTRIC CONNECTIONS

- A. Isolate connections between dissimilar metallic materials. Use dielectric unions or flanges that provide a complete isolation of the two ends, including bolts for flanges, using materials suitable for the design pressure, temperature and fluid contained.

END OF SECTION

SECTION 232300
REFRIGERANT PIPING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Requirements of the following Division 23 Sections apply to this section:
 - 1. Section 230010 - General Mechanical Requirements.
 - 2. Section 230529 - Pipe Hangers And Supports
 - 3. Section 230555 - Mechanical System Identification
 - 4. Section 230700 - Pipe Insulation

1.02 SUMMARY

- A. This Section includes refrigerant piping used for air conditioning applications. This Section includes:
 - 1. Piping, tubing, fittings, and specialties.
 - 2. Special duty valves.
 - 3. Refrigerants.
- B. Products installed but not furnished under this Section include pre-charged tubing, refrigerant specialties, and refrigerant accessories furnished as an integral part of or separately with packaged air conditioning equipment.

1.03 SUBMITTALS

- A. Product data for the following products:
 - 1. Each type of valve specified.
 - 2. Each type of refrigerant piping specialty specified.
- B. Shop Drawings showing layout of refrigerant piping, specialties, and fittings including, but not necessarily limited to, pipe and tube sizes, valve arrangements and locations, slopes of horizontal runs, wall and floor penetrations, and equipment connection details. Show interface and spatial relationship between piping and proximity to equipment.
- C. Brazer's Certificates signed by Contractor certifying that brazers comply with requirements specified under "Quality Assurance" below.
- D. Maintenance data for refrigerant valves and piping specialties, for inclusion in Operating and Maintenance Manual specified in Division 01 and Division 23.

1.04 QUALITY ASSURANCE

- A. Qualify brazing processes and brazing operators in accordance with ASME "Boiler and Pressure Vessel Code," Section IX, "Welding and Brazing Qualifications".
- B. Regulatory Requirements: Comply with provisions of the following codes:
 - 1. ANSI B31.5: ASME Code for Pressure Piping - Refrigerant Piping.
 - 2. ANSI/ASHRAE Standard 15: Safety Code for Mechanical Refrigeration.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- C. Mechanical Code of New York State

1.05 SEQUENCING AND SCHEDULING

- A. Coordinate the installation of roof piping supports, and roof penetrations.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products which may be incorporated in the Work include, but are not limited to, the following:
- B. Refrigerant Valves and Specialties:
 - 1. Alco Controls Div, Emerson Electric
 - 2. Danfoss Electronics, Inc
 - 3. EATON Corporation, Control Div
 - 4. Henry Valve Company
 - 5. Parker-Hannifin Corporation, Refrigeration and Air Conditioning Division
 - 6. Sporlan Valve Company

2.02 PIPE AND TUBING MATERIALS

- A. General: Refer to Part 3, Article "PIPE APPLICATIONS" for identification of systems where the below specified pipe and fitting materials are used.
- B. Copper Tubing: ASTM B 280, Type ACR, hard-drawn straight lengths, and soft-annealed coils, seamless copper tubing. Tubing shall be factory cleaned, ready for installation, and have ends capped to protect cleanliness of pipe interiors prior to shipping.
- C. Copper Tubing: ASTM B 88, Type L, hard-drawn straight lengths, and soft-annealed coils, seamless copper tubing.

2.03 FITTINGS

- A. Wrought-Copper Fittings: ANSI B16.22, streamlined pattern for hard drawn and soft copper.

2.04 JOINING MATERIALS

- A. Brazing Filler Metals: AWS A5.8, Classification BAg-1 (Silver)

2.05 VALVES

- A. General: Complete valve assembly shall be UL-listed and designed to conform to ARI 760.
- B. Globe: 450 psig maximum operating pressure, 275 deg. F maximum operating temperature; cast bronze body, with cast bronze or forged brass wing cap and bolted bonnet; replaceable resilient seat disc; plated steel stem. Valve shall be capable of being repacked under pressure. Valve shall be straight through or angle pattern, with solder-end connections.
- C. Check Valves - Smaller Than 7/8 inch: 500 psig maximum operating pressure, 300 deg. F maximum operating temperature; cast brass body, with removable piston, Teflon seat, and

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

stainless steel spring; straight through globe design. Valve shall be straight through pattern, with solder-end connections.

- D. Check Valves - 7/8 inch and Larger: 450 psig maximum operating pressure, 300 deg. F maximum operating temperature; cast bronze body, with cast bronze or forged brass bolted bonnet; floating piston with mechanically retained Teflon seat disc. Valve shall be straight through or angle pattern, with solder-end connections.
- E. Solenoid Valves: 250 deg. F temperature rating, 400 psig working pressure; forged brass, with Teflon valve seat, two-way straight through pattern, and solder end connections. Provide manual operator to open valve. Furnish complete with NEMA 1 solenoid enclosure with 1/2 inch conduit adapter, and 24 volt, 60 Hz. normally closed holding coil.
- F. Hot Gas Bypass Valve: adjustable type, sized to provide capacity reduction beyond the last step of compressor unloading; and wrought copper fittings for solder end connections.

2.06 REFRIGERANT PIPING SPECIALTIES

- A. General: Complete refrigerant piping specialty assembly shall be UL-listed and designed to conform to ARI 760.
- B. Strainers: 500 psig maximum working pressure; forged brass body with monel 80-mesh screen, and screwed cleanout plug; Y-pattern, with solder end connections.
- C. Moisture/liquid Indicators: 500 psig maximum operation pressure, 200 deg. F maximum operating temperature; forged brass body, with replaceable polished optical viewing window, and solder end connections.
- D. Filter-driers: 500 psig maximum operation pressure; steel shell, flange ring, and spring, ductile iron cover plate with steel capscrews, and wrought copper fittings for solder end connections. Furnish complete with replaceable filter-drier core kit, including gaskets. Standard capacity desiccant sieves to provide micron filtration.
- E. Flanged Unions: 400 psig maximum working pressure, 330 deg. F maximum operating temperature; two brass tailpiece adapters for solder end connections to copper tubing; flanges for 7/8 inch through 1-5/8 inch unions shall be forged steel, and for 2-1/8 inch through 3-1/8 inch shall be ductile iron; four plated steel bolts, with silicon bronze nuts and fiber gasket. Flanges and bolts shall have factory-applied rust-resistant coating.
- F. Flexible Connectors: 500 psig maximum operating pressure; seamless tin bronze or stainless steel core, high tensile bronze braid covering, solder connections, and synthetic covering; dehydrated, pressure tested, minimum 7 inch in length.

2.07 REFRIGERANT

- A. Refrigerant No. 410A, in accordance with ASHRAE Standard 34.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine rough-in for refrigerant piping systems to verify actual locations of piping connections prior to installation.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

3.02 PIPE APPLICATIONS

- A. Use Type L, or Type ACR drawn copper tubing with wrought copper fittings and brazed joints above ground, within building. Use Type K, annealed temper copper tubing for 2 inch and smaller without joints, below ground and within slabs. Mechanical fittings (crimp or flair) are not permitted.
- B. Install annealed temper tubing in pipe duct. Vent pipe duct to the outside.
- C. If other than Type ACR tubing is used, clean and protect inside of tubing as specified in Article "CLEANING" below.

3.03 PIPING INSTALLATIONS

- A. General: Install refrigerant piping in accordance with ASHRAE Standard 15 - "The Safety Code for Mechanical Refrigeration."
- B. Install piping in as short and direct arrangement as possible to minimize pressure drop.
- C. Install piping for minimum number of joints using as few elbows and other fitting as possible.
- D. Arrange piping to allow normal inspection and servicing of compressor and other equipment. Install valves and specialties in accessible locations to allow for servicing and inspection.
- E. Provide adequate clearance between pipe and adjacent walls and hanger, or between pipes for insulation installation. Use sleeves through floors, walls, or ceilings, sized to permit installation of full thickness insulation.
- F. Insulate suction lines. Liquid line are not required to be insulated, except where they are installed adjacent and clamped to suction lines, where both liquid and suction lines shall be insulated as a unit.
- G. Do not install insulation until system testing has been completed and all leaks have been eliminated.
- H. Install branch tie-in lines to parallel compressors equal length, and pipe identically and symmetrically.
- I. Install copper tubing in rigid or flexible conduit in locations where copper tubing will be exposed to mechanical injury.
- J. Slope refrigerant piping as follows:
 - 1. Install horizontal hot gas discharge piping with 1/2" per 10 feet downward slope away from the compressor.
 - 2. Install horizontal suction lines with 1/2 inch per 10 feet downward slope to the compressor, with no long traps or dead ends which may cause oil to separate from the suction gas and return to the compressor in damaging slugs.
 - 3. Liquid lines may be installed level.
- K. Install traps and double risers where indicated, and where required to entrain oil in vertical runs.
- L. Use fittings for all changes in direction and all branch connections.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- M. Install exposed piping at right angles or parallel to building walls. Diagonal runs are not permitted, unless expressly indicated.
- N. Install piping free of sags or bends and with ample space between piping to permit proper insulation applications.
- O. Conceal all pipe installations in walls, pipe chases, utility spaces, above ceilings, below grade or floors, unless indicated to be exposed to view.
- P. Install piping tight to slabs, beams, joists, columns, walls, and other permanent elements of the building. Provide space to permit insulation applications, with 1 inch clearance outside the insulation. Allow sufficient space above removable ceiling panels to allow for panel removal.
- Q. Locate groups of pipe parallel to each other, spaced to permit applying insulation and servicing of valves.
- R. Exterior Wall Penetrations: Seal pipe penetrations through exterior walls using sleeves and mechanical sleeve seals. Pipe sleeves smaller than 6 inch shall be steel; pipe sleeves 6 inch and larger shall be sheet metal.
- S. Fire Barrier Penetrations: Where pipes pass through fire rated walls, partitions, ceilings, and floors, maintain the fire rated integrity. Refer to Division 7 for special sealers and materials.
- T. Make reductions in pipe sizes using eccentric reducer fittings installed with the level side down.
- U. Install strainers immediately ahead of each expansion valve, solenoid valve, hot gas bypass valve, compressor suction valve, and as required to protect refrigerant piping system components.
- V. Install moisture/liquid indicators in liquid lines between filter/driers and thermostatic expansion valves and in liquid line to receiver.
- W. Install moisture/liquid indicators in lines larger than 2-1/8 inch OD, using a bypass line.
- X. Install unions to allow removal of solenoid valves, pressure regulating valves, expansion valves, and at connections to compressors and evaporators.
- Y. Install flexible connectors at the inlet and discharge connection of compressors.

3.04 HANGERS AND SUPPORTS

- A. General: Hanger, supports, and anchors are specified in Division 23 Section "PIPE HANGERS AND SUPPORTS." Conform to the table below for maximum spacing of supports:
- B. Install the following pipe attachments:
 - 1. Adjustable steel clevis hangers for individual horizontal runs less than 20 feet in length.
- C. Support horizontal copper tubing in accordance with MSS SP-69 Tables 3 and 4, excerpts of which follow below:

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Contract No.: 23-519

NOMINAL PIPE SIZE (Inches)	ROD DIAMETER (Inches)	MAXIMUM SPACING (Feet)
1/2 to 3/4	3/8	5
1	3/8	6
1-1/4	3/8	6
1-1/2	3/8	8
2	3/8	8

- D. Support vertical runs at each floor.

3.05 PIPE JOINT CONSTRUCTION

- A. Brazed Joints: Comply with the procedures contained in the AWS "Brazing Manual."
- B. WARNING: Some filler metals contain compounds which produce highly toxic fumes when heated. Avoid breathing fumes. Provide adequate ventilation.
- C. CAUTION: When solenoid valves are being installed, remove the coil to prevent damage. When sight glasses are being installed, remove the glass. Remove stems, seats, and packing of valves, and accessible internal parts of refrigerant specialties before brazing. Do not apply heat near the bulb of the expansion valve.
- D. Fill the pipe and fittings during brazing, with an inert gas (i.e., nitrogen or carbon dioxide) to prevent formation of scale.
- E. Heat joints using oxy-acetylene torch. Heat to proper and uniform brazing temperature.

3.06 VALVE INSTALLATIONS

- A. General: Install refrigerant valves where indicated, and in accordance with manufacturer's instructions.
- B. Install globe valves on each side of strainers and driers, in liquid and suction lines at evaporators, and elsewhere as indicated.
- C. Install a full sized, 3-valve bypass around each drier.
- D. Install solenoid valves ahead of each expansion valve and hot-gas bypass valve. Install solenoid valves in horizontal lines with coil at the top.
- E. Electrical wiring for solenoid valves is specified in Division 26. Coordinate electrical requirements and connections.
- F. Thermostatic expansion valves may be mounted in any position, as close as possible to the evaporator.
- G. Where refrigerant distributors are used, mount the distributor directly on the expansion valve outlet.
- H. Install the valve in such a location so that the diaphragm case is warmer than the bulb.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- I. Secure the bulb to a clean, straight, horizontal section of the suction line using two bulb straps. Do not mount bulb in a trap or at the bottom of the line.
- J. Where external equalizer lines are required make the connection where it will clearly reflect the pressure existing in the suction line at the bulb location.
- K. Install pressure regulating and relieving valves as required by ASHRAE Standard 15.

3.07 EQUIPMENT CONNECTIONS

- A. The Drawings indicate the general arrangement of piping, fittings, and specialties.
- B. Install piping adjacent to equipment to allow servicing and maintenance.

3.08 FIELD QUALITY CONTROL

- A. Inspect, test, and perform corrective action of refrigerant piping in accordance with ASME Code B31.5, Chapter VI.
- B. Repair leaking joints using new materials, and retest for leaks.

3.09 CLEANING

- A. Before installation of copper tubing other than Type ACR tubing, clean the tubing and fitting using following cleaning procedure:
 - 1. Remove coarse particles of dirt and dust by drawing a clean, lintless cloth through the tubing by means of a wire or an electrician's tape.
 - 2. Draw a clean, lintless cloth saturated with trichloroethylene through the tube or pipe. Continue this procedure until cloth is not discolored by dirt.
 - 3. Draw a clean, lintless cloth, saturated with compressor oil, squeezed dry, through the tube or pipe to remove remaining lint. Inspect tube or pipe visually for remaining dirt and lint.
 - 4. Finally, draw a clean, dry, lintless cloth through the tube or pipe.

3.10 ADJUSTING AND CLEANING

- A. Verify actual evaporator applications and operating conditions, and adjust thermostatic expansion valve to obtain proper evaporator superheat requirements.
- B. Clean and inspect refrigerant piping systems in accordance with requirements of Division-23 General Mechanical Requirements
- C. Adjust controls and safeties. Replace damaged or malfunctioning controls and equipment with new materials and products.

3.11 COMMISSIONING

- A. Charge system using the following procedure:
 - 1. Install core in filter dryer after leak test but before evacuation.
 - 2. Evacuate refrigerant system with vacuum pump; until temperature of 35 deg F is indicated on vacuum dehydration indicator.
 - 3. During evacuation, apply heat to pockets, elbows, and low spots in piping.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

4. Maintain vacuum on system for minimum of 5 hours after closing valve between vacuum pump and system.
 5. Break vacuum with refrigerant gas, allow pressure to build up to 2 psi.
 6. Complete charging of system, using new filter dryer core in charging line. Provide full operating charge.
 7. Train Owner's maintenance personnel on procedures and schedules related to start-up and shut-down, troubleshooting, servicing, and preventative maintenance of refrigerant piping valves and refrigerant piping specialties.
- B. Review data in Operating and Maintenance Manuals. Refer to Division 01 section "Project Closeout."
- C. Schedule training with Owner with at least 7 days advance notice.

END OF SECTION

SECTION 233113
SHEET METAL WORK

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. This Section describes the galvanized steel, flexible, and aluminum ductwork for HVAC duct systems in accordance with SMACNA Duct Construction Standards, except as otherwise specified.
- B. The construction material for each ductwork system shall be as listed in the "Ductwork Material Schedule" at the end of this Section.
- C. This Section also describes the fittings, access doors, hangers and supports, manual volume dampers and sealants for each ductwork system as required.

1.02 RELATED WORK

- A. Section 230594 - Balancing of Air Systems

1.03 REFERENCES

- A. ASHRAE - Handbook Fundamentals; Latest Edition.
- B. SMACNA - HVAC Duct Construction Standards Metal And Flexible (latest issue)
- C. ASTM A 653 - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process
- D. ASTM B 209 - Specifications for Aluminum and Aluminum-Alloy Sheet and Plate.
- E. NFPA 90A - Installation of Air Conditioning and Ventilating Systems.
- F. UL 555 S - Fire Dampers & Smoke Dampers.
- G. NFPA 96 - Standard for Commercial Cooking Operations
- H. New York State Mechanical Code.

1.04 REGULATORY REQUIREMENTS

- A. Construct ductwork to NFPA 90A and New York State Mechanical Code standards.

1.05 SUBMITTALS

- A. Ductwork shop drawings for approval:
 - 1. Coordinate layout duct drawings that differ from ductwork shown on the Drawings.
 - 2. The review of deviations will be for pressure drop only. The review will not address clearances or accessibility to maintain or balance the air systems. No dimensional or coordination check of the shop drawings will be made. The Contractor has the sole responsibility to review the Drawings, coordinate ductwork fabrication, and provide clearances and access for installation, maintenance and balancing of this work, and work

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- of other trades. Unless specifically dimensioned, Drawings indicate approximate locations only. The Contractor has the sole responsibility to locate and route the ductwork.
3. Deviations such as changing direction or transforming or dividing ductwork must maintain ductwork cross-sectional area and not exceed transformation taper of 15 degrees.
 4. Plans and section showing all equipment and accessories.
 5. Minimum 3/8 in. scale, double line, showing sizes, transverse joints, transitions, elevations, clearances and accessories; sections where required.

- B. Shop details and catalog cuts of:
1. Ductwork construction, including gauge and bracing schedule
 2. Supports
 3. Dampers
 4. Turning vanes
 5. Fire dampers
 6. Access doors
 7. Flexible connections
 8. Blank off panels
 9. Other accessories

1.06 QUALITY ASSURANCE

- A. Construct all ductwork in accordance with referenced SMACNA Standards, except as otherwise stated. Ductwork pressure classifications shall be in accordance with referenced SMACNA Standards, except as otherwise specified.
- B. For all uninsulated ductwork casings and plenums located outdoors, the reinforcement members shall be galvanized steel or stainless steel.
- C. Construction pressure classification of ductwork are shown on the Drawings. If not shown, the pressure classification shall be greater than or equal to the maximum operating static pressure (minimum 2" w.c. pressure classification).
- D. All ductwork shall be free from pulsation, chatter, vibration and objectionable noise. If any of these defects appear after a system is in operation, correct by removing and replacing, or reinforcing the ductwork, at no additional cost to the Owner.
- E. For all galvanized steel ductwork, zinc coating shall be minimum G90 per ASTM A 653.

PART 2 - PRODUCTS

2.01 GALVANIZED STEEL RECTANGULAR DUCTS AND FITTINGS

- A. Construct ducts of galvanized sheet steel meeting ASTM A 653 with G90 coating designation, and in accordance with the latest SMACNA HVAC Duct Construction Standards Metal And Flexible and pressure classifications as stated on the Drawings (minimum 2" w.c. pressure classification).
- B. No ducts shall be less than No. 22 U.S. Gauge.
- C. Piping, conduit and structure shall not penetrate ductwork. Where this condition cannot be avoided and with the written permission of the Architect/Engineer, follow SMACNA HVAC Duct Construction Standards Metal and Flexible, except that sides of transition sections shall slope a maximum of 15 degrees.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- D. Provide 90-degree full-radius elbows with a centerline radius 1.5 times the duct width in the plane of the bend.
- E. For elbows with centerline radius less than 1.5 times the width of the duct in the plane of the bend, provide turning vanes.
- F. Provide square throat elbows with manufactured turning vanes.
- G. All dissimilar metals shall be connected with flanged joints made up with fiber or neoprene gaskets to prevent contact between dissimilar metals. Flanges shall be fastened with bolts protected by ferrules and washers made of the same materials as the gaskets.
- H. For split fittings, the split shall be proportional to the air flow. Construct per SMACNA HVAC Duct Construction Standards- Metal and Flexible.
- I. Transitions and Offsets shall follow SMACNA HVAC Duct Construction Standards Metal and Flexible, except that sides of transitions shall slope a maximum of 15 degrees.
- J. All branch take-offs perpendicular to the main shall be a 45 degree entry.
- K. Longitudinal seams shall be of the Pittsburgh Lock type outlined in the SMACNA HVAC Duct Construction Standards Metal and Flexible.
- L. Duct transverse joints shall be selected and used consistent with the static pressure class, applicable sealing requirements, materials involved, duct support intervals and other provisions for proper assembly of ductwork outlined in the SMACNA HVAC Duct Construction Standards - Metal and Flexible. Transverse joints T-25a, T-25b (Ductmate) shall only be used. Metal clips will only be allowed (NO PVC). Ductmate shall not be used for the following (use transverse joints T-15 through T-24 in these cases):
 - 1. The Ductmate '45' system shall not be used for applications with duct gauges heavier than 10 or lighter than 22.
 - 2. The Ductmate '35' system shall not be used for applications with duct gauges heavier than 16 GA. or lighter than 26 GA.
 - 3. The Ductmate '25' system shall not be used for application with duct gauges heavier than 20 GA. or lighter than 26 GA.

2.02 TURNING VANES

- A. Manufactured with same material as ductwork that it is installed in and to the same pressure classification as ductwork that they are installed in.
- B. Provide turning vanes in all square duct elbows and as noted on the Drawings.
- C. Vanes shall be single thickness Small Vane as detailed in SMACNA HVAC Duct Construction Standards Metal and Flexible.
- D. Where a rectangular duct changes in size at a square-throat elbow fitting, use single thickness turning vanes with trailing edge extensions aligned with the sides of the duct.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

2.03 ACCESS DOORS

- A. For access doors for use in ductwork receiving Fire Rated Blanket Insulation see Ductwork Insulation Section for requirements. Fabricate all other access doors in accordance with SMACNA Duct Construction Standards Metal And Flexible and as indicated.
- B. For HVAC duct systems, construct doors of the same material as the ductwork. Minimum size of access doors shall be 8 inches by 8 inches, unless shown otherwise.
- C. Provide walkthrough doors where shown. These doors shall have a minimum clear width of 18 inches. Provide doors with 8 inch square double pane wire glass windows. Locate windows not to exceed 5 feet-6 inches to centerline above finished floor of installed casing. Walk-through doors shall be operable from both sides of the door.
- D. Access doors shall be insulated same as duct.
- E. Provide with continuous neoprene gaskets around perimeter of access doors for airtight seal.
- F. Provide all access doors with cam lock latches.
- G. Provide access doors with watertight gaskets in shower room exhaust ductwork. Doors shall be of extra-heavy stainless construction.
- H. All access doors serving a fire damper shall be painted red and shall have a label with white letters not less than ½ inch high reading "FIRE DAMPER". No external ductwork insulation shall conceal a fire damper access door unless there is a label attached to the insulation indicating the exact location of the access door.
- I. Provide access doors in following locations:
 - 1. Heaters and coils in ducts: entering and leaving side.
 - 2. Automatic dampers: linkage side.
 - 3. Fire damper, on both sides of ducts.
 - 4. Smoke detection heads.
 - 5. On both sides of ducts where necessary to provide maintenance accessibility to equipment on either side.
 - 6. VAV boxes
 - 7. Heating and Cooling coils.
 - 8. Fan Plenums.
 - 9. In-Line Fans (suction and discharge sides)
 - 10. Other items requiring access for service/maintenance
- J. Where duct access doors are concealed the Contractor shall furnish and pay for installation of access doors to be mounted in the fire rated walls and ductwork enclosures. The access doors must be fire resistive and minimum 6" larger on each side then the duct access door for the above mentioned applications.

2.04 MANUAL VOLUME DAMPER

- A. Fabricate in accordance with SMACNA Duct Construction Standards Metal And Flexible, and as indicated.
- B. Fabricate single blade dampers for duct sizes up to 6 inches in height.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- C. Fabricate multi-blade damper of opposed blade pattern with maximum blade sizes of 4 inches for ducts above 6 inches in height. Assemble center and edge crimped blades in prime coated or galvanized channel frame with suitable hardware.
- D. Except in round ductwork 12 inches and smaller, provide end bearings. On multiple blade dampers, provide oil-impregnated nylon or sintered bronze bearings.
- E. Provide locking, indicating quadrant regulators on single and multi-blade dampers. Where rod lengths exceed 30 inches, provide regulator at both ends.
- F. On insulated ducts mount quadrant regulators on stand-off mounting brackets, bases, or adapters.
- G. Volume damper shall be provided at each duct branch and also where shown on the Drawings. Volume dampers must be installed at each branch even if they are not shown on the Drawing.
- H. Approved Manufacturers:
 - 1. Ruskin Mfr. Co.
 - 2. Arrow Damper & Louver.
 - 3. Imperial Damper Co.

2.05 BACKDRAFT DAMPERS

- A. Dampers shall be low-leakage, parallel-blade type. Damper sizes shall be suitable for duct sizes noted on the Drawings. The dampers shall be suitable for a minimum 4000 fpm velocity.
- B. Damper frames shall be minimum No. 12 gauge galvanized steel blades shall be minimum No. 16 gauge galvanized steel or Type 6063-T5 aluminum with press-fit ball bearings.
- C. Dampers shall be complete with adjustable counterweights and linkage for duty at .20 inches w.g. and 3500 fpm.
- D. Provide neoprene or silicone rubber blade seals.
- E. Approved manufacturers - Ruskin Manufacturing Company.

2.06 DUCT TEST HOLES

- A. Cut or drill temporary test holes in ducts as required. Cap with neat patches, neoprene plugs, threaded plugs, or threaded or twist-on metal caps.
- B. Permanent test holes shall be factory fabricated, air tight flanged fittings with screw cap. Provide extended neck fittings to clear insulation.

2.07 DUCT HANGERS AND SUPPORTS

- A. Provide trapeze, strap or angle iron hangers meeting SMACNA HVAC Duct Construction Standards Metal and Flexible.
- B. Materials of hangers, supports and fasteners shall conform to the manufacturer's load ratings.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- C. Hangers, supports, upper attachments and inserts shall be hot-dip galvanized steel or stainless steel.
- D. Fasteners for HVAC duct systems shall be hot-dip galvanized steel, cadmium-plated steel or stainless steel.
- E. Secure ductwork hangers attached to concrete structures and slabs with embedded inserts, anchor bolts or concrete fasteners. A safety factor of 5 should be used in selection of all inserts and expansion bolts (if applicable safety factor shall be determined by analysis of seismic loads and the greater safety factor shall be used).
- F. Provide hangers and supports not more than 12 inches from each face of a horizontal elbow.
- G. Plenums shall be supported to permit personnel to enter the plenum. If no structural steel design is shown on the Drawings, it is the responsibility of the Contractor to provide the services of a licensed structural engineer in the in which the project is to be constructed to submit a structural design for review.

2.08 SEALANTS

- A. Where ducts are not continuously welded or soldered, provide sealants and gaskets as required to meet the specified duct leakage allowance.
- B. Provide Gaskets, Sealers, Mastics and Tapes as manufactured by Ductmate.

2.09 COMBINATION FIRE SMOKE DAMPERS

- A. Fabricate and install in accordance with NFPA 90A and UL Safety Standards 555 & 555S, and AMCA Standard 500.
- B. Fire Resistance: For penetrations through construction rated less than 3 hours, 1 ½ hours. For penetrations through construction rated for 3 hours or more, 3 hours.
- C. Leakage Class: Leakage Class II per UL 555S
- D. Fusible links, UL 33, shall separate at 165 degrees F.

OR

- E. Resettable links shall be provided in lieu of a fusible link. Resettable link shall interrupt power to the actuator causing the actuator's spring return mechanism to cause the damper to close at 165 degrees F. Resettable link to be provided with an electric sensor (thermostat). Sensor to be of the manual reset type and shall be capable of being reset after the temperature has cooled down below the sensor set point.
- F. Pressure Differential Rating: 4 In. w. g.
- G. Air Flow Velocity: 2000 fpm
- H. Elevated Temperature Rating: 350 Deg. F per UL555S

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- I. Fabricate multiple blade fire dampers with 16 gage galvanized steel frame and blades, oil-impregnated bronze or stainless steel sleeve bearings and plated steel axles, 1/8 x 1/2 inch plated steel concealed linkage, stainless steel closure spring, blade stops, and lock.
- J. Actuators: 24 VDC, 2-position, external mounting
- K. Acceptable Manufacturers:
 - 1. Greenheck Model FSD-200
 - 2. Ruskin Mfr. Co.
 - 3. Arrow Damper & Louver.
 - 4. Imperial Damper Co.

2.10 STANDARD FLEXIBLE CONNECTIONS

- A. Provide fabric flexible duct connections.
- B. Fabric shall be UL approved, fire-retardant, closely-woven glass, double coated with neoprene, and a minimum of 4 inches wide.
- C. Shall be installed at duct connections to all ceiling hung fans and where vibration will be transmitted through ductwork.
- D. Approved Manufacturers:
 - 1. "Ventglas" by Vent Fabrics, Inc.

PART 3 - EXECUTION

3.01 INSTALLATION - GENERAL

- A. Install ductwork in accordance with applicable SMACNA Duct Construction Standards Metal And Flexible and approved submittals, and as shown on the Drawings. Duct sizes shown are inside clear dimensions. Where internal duct liners are used, duct sizes shown are inside clear of liner. For ductwork located outside, provide reinforcing sufficient to support wind and snow loads.
- B. The Drawings indicate general locations of ducts. Make additional offsets or changes in direction as required at no additional cost to the Owner.
- C. Wherever ductwork is divided, maintain the cross-sectional area.
- D. Do not exceed 15-degree taper when constructing duct transitions.
- E. Close the open ends of ducts during construction to prevent debris and dirt from entering.
- F. Secure casings and plenums to curbs according to the requirements of the SMACNA HVAC Duct Construction Standards Metal and Flexible.
- G. Make changes in direction with long radius bends.
- H. All unused portions of HVAC supply air and exhaust louvers shall be blanked off with Louver Blank Off Panels, see Ductwork Insulation Section.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- I. All welded and scratched galvanized steel surfaces shall be touched up with zinc-rich paint.
- J. 2 Hr. rated wall penetration: Where small size duct (up to 6 inches x 6 inches) is penetrating a 2 Hr wall the duct shall be constructed of 16 gauge galvanized sheet metal.
- K. Locate ducts with sufficient space around equipment to allow normal operating and maintenance activities.
- L. Patch and repair all wall penetrations.
- M. Insulation: Where Drawings and Specifications indicate that ducts are to be insulated make provisions for neat insulation finish around damper operating quadrants, splitter adjusting clamps, access doors, and similar operating devices. Metal collar equivalent in depth to insulation thickness and of suitable size to which insulation may be finished to be mounted on duct.

3.02 FITTING INSTALLATION

- A. Use minimum of four sheet metal screws per joint.
- B. Apply approved sealant on duct-to-duct joint before assembly. Apply additional sealant after assembly to make joint airtight.

3.03 HANGER AND SUPPORT INSTALLATION

- A. Support ductwork hung from building structure using trapeze, strap or angle iron hangers conforming to SMACNA HVAC Duct Construction Standards Metal and Flexible. Provide supplemental structural steel to span joists where required.
- B. Do not support ductwork from furring, hung ceilings, metal floor deck, metal roof deck or from another duct or pipe.
- C. Do not hang lighting fixtures or piping from ductwork.
- D. Do not use perforated band iron.
- E. Support ductwork at each change in direction.
- F. Where duct connects to or terminates at masonry openings or at floors where concrete curbs are not used, provide a continuous 1 ½ inch by 1 ½ inch by 3/16 inch galvanized steel angle support around the ductwork. Bolt and seal the supports to the building construction using expansion bolts and caulking compound. Seal shall be watertight at floor or wall and duct such that a spill will no pass down through the opening.
- G. Fasten plenums and casings connected to concrete curbs using continuous 1 ½ inch by 1 ½ inch by ¼ inch galvanized steel angle support. Set the angle support in a continuous bead of caulking compound and anchor it to the curb with 3/8 inch diameter anchors on 16 inch centers. Terminate sheet metal at curb and bolt to angle support. Seal sheet metal to curb with a continuous bead of caulking.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- H. For insulated ductwork, install hangers on the outside of the insulation. To maintain the insulation value, inset a piece of 1 inch thick, 6 pcf fiberglass board with a foil/scrim/kraft (FSK) jacket at these supports.

3.04 SEALING

- A. Where ductwork is not continuously welded, soldered or gasketed, make seams and joints airtight with sealants.
- B. Install the sealants in accordance with the sealant manufacturer's instructions and recommendations.
- C. Seal all ductwork seams, joints, fastener penetrations and fittings connections with sealants in accordance with SMACNA Seal Classifications as required by SMACNA Duct Pressure Classification. All ductwork, regardless of pressure classification, shall have a minimum Seal Class B.
- D. Completely fill all voids when liquid sealing ductwork. Several applications may be necessary to fill voids caused by shrinkage or runout of sealant.

3.05 CONTROL DAMPER INSTALLATION

- A. Duct openings shall be free of any obstruction or irregularities that might interfere with blade or linkage rotation or actuator mounting. Duct openings shall measure 1/4" larger than damper dimensions and shall be square, straight, and level.
- B. Individual damper sections, as well as entire multiple section assemblies, must be completely square and free from racking, twisting, or bending. Measure diagonally from upper corners to opposite lower corners of each damper section. Both dimensions must be equal $\pm 1/8"$.
- C. Follow manufacturer's instructions for field installation of control dampers. Unless specifically designed for vertical blade application, dampers must be mounted with blade axis horizontal.
- D. Install extended shaft or jackshaft per manufacturer's instructions. (Typically, a sticker on the damper face shows recommended extended shaft location. Attach shaft on labeled side of damper to that blade.)
- E. Damper blades, axles, and linkage must operate without binding. Before system operation, cycle damper after installation to assure proper operation. On multiple section assemblies, all sections must open and close simultaneously.
- F. Provide a visible and accessible indication of damper position on the drive shaft end.
- G. Support ductwork in area of damper when required to prevent sagging due to damper weight.
- H. After installation of low-leakage dampers with seals, caulk between frame and duct or opening to prevent leakage around perimeter of damper.
- I. Dampers that are to be installed with air flow measuring stations shall be installed in duct runs with a minimum amount of straight duct upstream and downstream of the damper to allow accurate flow readings by the air flow measuring station. The Contractor shall verify with the manufacturer the length of straight duct runs required.

MRF Roof, HVAC & Electrical Upgrades**Daniel P. Thomas MRF**

Contract No.: 23-519

3.06 DUCTWORK AND EQUIPMENT LEAK TESTING

- A. Leak test each ductwork system within ten working days of ductwork installation and before ductwork is insulated and concealed.
- B. All HVAC ductwork shall be tested. Follow general procedures and use apparatus as outlined in the SMACNA HVAC Air Duct Leakage Test Manual.
- C. Test all ductwork at 100 percent of the pressure classifications indicated.
- D. Air testing during erection shall include separate leakage air tests of air riser, horizontal distribution system, and, after all ductwork is installed and the central stations apparatus is erected, leakage testing of the whole system.
- E. Use Appendix C in the SMACNA HVAC Air Duct Leakage Test Manual to determine allowable leakage rates for each duct section tested.
- F. All devices, including access doors, airflow measuring devices, sound attenuators, damper casings, sensors, test ports, etc. that are furnished and/or installed in duct systems shall be included as part of the duct system leakage allowance. All joints shall be inspected and checked for audible leakage, repaired, if necessary, and retested. Duct leakage shall be limited to the following:

Average Size of Run Diameter or Equivalent	*A/100 ft. Run
12 inches or less	10
20 inches or less	15
30 inches or less	25
40 inches or less	30
50 inches or less	30
* (A) = Permissible loss in cfm	

- G. Total system leakage shall not exceed 10 percent of the scheduled design capacity of the system when tested as per SMACNA testing methods.

3.07 PAINTING

- A. Upon completion of the installation, remove all protecting materials, thoroughly remove all scale and grease and leave in a clean condition for painting. Ductwork to be painted shall be as shown on the Drawings. Painting shall be in accordance with the requirements of the "Painting" Specification Section.

3.08 DUCTWORK MATERIAL SCHEDULE

AIR SYSTEM	DUCTWORK MATERIAL
Supply, Outside Air & Exhaust Ductwork	Galvanized Steel

END OF SECTION

MRF Roof, HVAC & Electrical Upgrades
Daniel P. Thomas MRF
Contract No.: 23-519

SECTION 233416
EXHAUST FANS

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. Provide exhaust fans, as specified herein, with accessories and of sizes and capacities as noted here-in, and as scheduled and in locations shown on drawings.
- B. Products listed in Part 2 of this Section include:
 - 1. Centrifugal Up Blast Fans

1.02 ACCESSORIES:

- A. Provide accessories as scheduled. Refer to controls diagrams and specifications, sequence of operations specifications and electrical drawings for detailed requirements.
 - 1. Back draft dampers
 - 2. Motorized dampers with appropriately sized actuators
 - 3. Motor speed controls, interlock and control and monitoring devices
 - 4. Disconnect switches
 - 5. Roof curbs
 - 6. Curb Adapters
 - 7. Wind or Seismic restraints, guy wires, etc.

1.03 RELATED WORK

- A. Section 076200: Flashing and Sheet Metal
- B. Section 079200: Joint Sealants
- C. Section 230010: General Mechanical Requirements
- D. Section 230594: Balancing of Air Systems
- E. Section 230991: Instrumentation and Controls Integration
- F. Section 230993: Sequence of Operations

1.04 REFERENCE CODES AND STANDARDS

- A. AMCA 99 - Standards Handbook
- B. AMCA 210 - Laboratory Methods of Testing Fans for Rating
- C. AMCA 300 - Reverberant Room Method for Sound Testing of Fans
- D. ASHRAE Handbook, HVAC Applications Volume "Sound and Vibration Control"
- E. UL listed and labeled.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

1.05 SUBMITTALS

- A. Shop Drawings - Show fan layout, housing, materials, gauges, dimensions, weights and installation details
- B. Product data - Manufacturer's fan performance (data includes cfm, rpm, bhp, motor nameplate data, tip speed, outlet velocity and static pressure) and sound performance (data includes sound power level ratings by octave bands) as tested in accordance with AMCA Standards 210 and 300.
- C. Fan performance curves - Submit curves for all fans with system performance shown, and for plus or minus 10 percent and plus or minus 20 percent change in fan rpm. Curves shall include plotted rpm, horsepower, cfm, static pressure, and fan surge line and operating point.
- D. Certified AMCA Ratings - Submit ratings for air and sound performance.
- E. UL Listing - Submit listing if specified.

1.06 QUALITY ASSURANCE

- A. Factory balance each fan statically and dynamically, test run before shipment, and key fan wheel to fan shaft. Fans shall operate quietly and without pulsation or vibration. Conduct sound power level tests for each type fan at the factory in accordance with AMCA 300.
- B. Fans shall operate in the stable range of their performance curves.
- C. The fan external static pressures shown in the schedules are those required by the ductwork and apparatus, and do not include the internal and intake fan losses, inlet vanes or integral outlet dampers, inlet screens, outlet velocity heads or drive losses.
- D. Factory performance test each fan assembled in or as part of apparatus specified to be performance tested. Test shall display scheduled performance characteristics, using certified, calibrated testing instruments provided by the manufacturer of the apparatus.
- E. All fan performance ratings shall be based up on factory tests performed in accordance with AMCA 210 and 300. One fan of each type specified shall have actual factory performance tests performed prior to shipment. All fans shall be certified by AMCA and carry its seal.

PART 2 - PRODUCTS

2.01 CENTRIFUGAL UP BLAST FANS

- A. Roof mounted exhaust fans shall be of the up or down blast direct drive type, as scheduled.
- B. The fan housing shall fan housing shall consist of the motor cover, shroud, curb cap and lower windband, and shall be constructed of heavy-gauge aluminum. Housing shall have a rigid internal support structure and leakproof design. The fan shroud shall be one-piece with a rolled bead for extra strength, which directs exhaust air downward. The low windband shall be one piece with formed edges for added strength and the curb cap shall include prepunched mounting holes to ensure correct attachment to the roof.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- C. The fan wheel shall be centrifugal, non overload, backward-inclined, constructed of aluminum and shall include a wheel cone carefully matched to the inlet cone for precise running tolerances. Wheels shall be statically and dynamically balanced.
- D. Upblast fans for use with kitchen exhaust or grease laden air shall be provided with a gease drain, grease cup and inspection and clean out access doors.
- E. Motors shall be permanently lubricated and carefully matched to the fan loads. Motors shall be readily accessible for maintenance. Motors shall be mounted on true vibration isolators, out of the airstream. Each vibration isolator shall be sized to match the weight of each fan.
- F. A NEMA 1 disconnect switch shall be provided as standard. Factory wiring shall be provided from motor to the handy box.
- G. All fans shall bear the AMCA Certified Ratings Seal for both sound and air performance.
- H. Each fan shall bear a permanently affixed manufacturer's nameplate containing the model number and individual serial number for future identification.
- I. Fans shall be manufactured by Greenheck or approved equal.

PART 3 - EXECUTION

3.01 GENERAL

- A. Install fans, including all necessary structural supports and bracing as scheduled and located on the contract drawings in accordance with manufacturer's instructions and approved submittals.
- B. Connect duct to fans to allow for straight and smooth air flow.
- C. Provide flexible connections (minimum of 4") between fan and duct.
- D. Install fan level: +/- 5 degrees vertical. Final installation shall be free of all leaks from both fan and associated ductwork.

3.02 START-UP, TESTING, DEMONSTRATION

- A. Start-up fans after checkout to insure proper alignment and phased electrical connections.
- B. Test fans individually and as part of system.
- C. Insure supply / exhaust fans and dampers are properly interlocked, operate with control system as required to maintain building pressurization and exhaust per design documents and for proper building operation.
- D. Provide all associated start-up and testing reports.
- E. Demonstrate operation to Owner and instruct maintenance personnel in operation of equipment.

END OF SECTION

SECTION 234000
HVAC AIR CLEANING DEVICES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. High Pressure Dust Control System
- B. Low Pressure Dust Control Deluge System

1.02 RELATED REQUIREMENTS

- A. Section 260583 - Wiring Connections: Electrical characteristics and wiring connections.

1.03 REFERENCE STANDARDS

- A. ASHRAE Std 52.2 - Method of Testing General Ventilation Air-Cleaning Devices for Removal Efficiency by Particle Size; 2017.
- B. UL 1995 - Heating and Cooling Equipment; Current Edition, Including All Revisions.

1.04 SUBMITTALS

- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data on dimensions, nozzles, solenoids, filters, motor locations and electrical characteristics and connection requirements.
- C. Shop Drawings: Indicate dimensions, motor locations, and electrical characteristics and connection requirements.
- D. Manufacturer's Installation Instructions: Indicate assembly and change-out procedures.
- E. Operation and Maintenance Data: Include instructions for operation, maintenance, and periodic cleaning.
- F. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. See Section 016000 - Product Requirements for additional provisions.
 - 2. Extra Filters: One set of each type and size.

1.05 QUALITY ASSURANCE

- A. Products Requiring Electrical Connection: Listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.

PART 2 PRODUCTS

2.01 HIGH PRESSURE DUST CONTROL SYSTEM

- A. Features
 - 1. This system to provide dust control coverage at the entrance doors, conveyor belts and transfer points.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

2. System will consist of two high pressure pumps that will automatically compensate for pressure drops and "calls for water" automatically.
3. Each transfer point and "zone" will be manually operated via local ball valve operation to turn on or off the specified area of the system.
4. If the maximum flow rate of pump 1 is exceeded, pump 2 will engage to provide the extra flow.
5. Pumps will be controlled by an automated system of PLC, HMI and VFD components to ensure system stability and consistency.
6. System shall have capability to add odor control or dust control additives if needed.
7. System should be capable of vendor remote login and troubleshooting of the system.
8. Six (6) months defect warranty on parts and labor.

B. System Component Specifications

1. PLC: Koyo Click
2. HMI: C-More 7 inch
3. Remote Login: Stridelinx VPN
4. VFD's: WEG CFW300 series
5. Zone valves: Manual quarter turn ball valve rated for 1000 psi working pressure
6. Pump 1: 8 gpm at minimum 1000 psi triplex plunger pump (CAT or GP or equivalent)
7. Pump 2: 2 gpm at minimum 1000 psi triplex plunger pump (CAT or GP or equivalent)
8. Motor 1: 5hp Baldor super E inverter duty motor or equivalent
9. Motor 2: 3 hp Baldor super E inverter duty motor or equivalent
10. Nozzles: Brass body with stainless steel tip Size 1 to provide .0483 gpm, size 2 to provide .061 gpm
11. Motor Base: Chemical resistant paint on a welded steel frame
12. Filtration: 50 micron bag filter style
13. Chemical Pump: Adjustable flow rate from 0-24gpd at 80psi with check valves
14. Distribution hose: High pressure flexible type hose with minimum working pressure 2300 psi burst 9200 psi
15. Fittings: Shall be of 1000 psi minimum working pressure.
16. System able to be purged remotely with compressed air for freeze protection.

C. Controls

1. Provide local automatic controls for pump staging.
2. Provide ability to shut down zones as deemed necessary by the operator.
3. All freeze control air purging shall be completed automatically by local controller.

2.02 LOW PRESSURE DUST CONTROL DELUGE SYSTEM

A. Features

1. This system to provide dust control coverage at the trash hopper locations on the tipping floor.
2. This a low pressure, high flow system utilizing flat sprays to provide a curtain of water above the hoppers.
3. System shall be controlled via HMI located in the operator station.
4. Each of the 4 trash hopper deluge systems can be independently controlled via solenoid actuation from the operator station.
5. System shall have capability to add odor control or dust control additives if needed.
6. System should be capable of vendor remote login and troubleshooting of the system.
7. Six (6) months defect warranty on parts and labor.
8. System able to be purged remotely with compressed air for freeze protection.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

B. System Component Specifications

1. PLC: Koyo Click
2. HMI: C-More 7 inch
3. Remote Login: Stridelinx VPN
4. Zone valves: Electric solenoid
5. Pump 1: 1hp 480vac pump and motor 40gpm with a max pressure of 150psi
6. Nozzles: Brass body flat spray .7gpm at 100psi with a 120 degree spray angle
7. Motor Base: Chemical resistant paint on a welded steel frame
8. Filtration: 50 micron bag filter style
9. Chemical Pump: Adjustable flow rate from 0-24gpd at 80psi with check valves
10. Distribution hose: 1.5 inch main trunk line with 3/4 branch lines for each zone
11. Fittings: Shall be of 1000 psi minimum working pressure

C. Controls

1. Provide local controls for two (2) operator stations above trash hoppers. Each station shall provide controls for two (2) nearest trash hopper deluge systems. Each trash hopper system shall be controlled separately. Total of (4) trash hopper systems.
2. All freeze control air purging shall be completed automatically by local controller.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install systems in accordance with manufacturer's instructions.
- B. Do not operate systems until filters (temporary or permanent) are in place. Replace temporary filters used during construction and testing, with clean set.
- C. Dust control systems to be commissioned by manufacturer field representative.

END OF SECTION

SECTION 237213
AIR COOLED CONDENSING UNITS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Condensing unit package.
- B. Charge of refrigerant and oil.
- C. Controls and control connections.
- D. Refrigerant piping connections.
- E. Motor starters.
- F. Electrical power connections.

1.02 RELATED SECTIONS

- A. Section 230993 - Sequence of Operations
- B. Section 232300 - Refrigeration Piping.
- C. Section 237313 - Air Handling Units.

1.03 REFERENCES

- A. ANSI/ASHRAE 15 - Safety Code for Mechanical Refrigeration.
- B. ANSI/ASHRAE/IES 90 A - Energy Conservation in New Building Design Standard.
- C. AHRI 210/240 - Unitary Air-Conditioning Equipment and Air-Source Heat Pump Equipment, (units less than 135,000 Btuh).
- D. AHRI 360 - Commercial and Industrial Unitary Air Conditioning Equipment testing and rating standard (condensing units greater than 135,000 Btuh).
- E. AHRI 340 - Commercial and Industrial Unitary Heat Pump Equipment, (heat pumps greater than 135,000 Btuh).
- F. ANSI Z21.47/UL1995 - Unitary Air Conditioning Standard for safety requirements.
- G. California Energy Commission Administrative Code - Title 20/24 - Establishes the minimum efficiency requirements for HVAC equipment installed in new buildings in the State of California.
- H. AHRI 270 - Sound Rating of Outdoor Unitary Equipment, (units less than 135,00 Btuh).
- I. AHRI 370 - Sound Rating of Large Outdoor Refrigerating and Air Conditioning Equipment (equipment above 135,000 Btuh).

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

1.04 SUBMITTALS

- A. Submit unit performance data including: capacity, nominal and operating performance.
- B. Submit Mechanical Specifications for unit and accessories describing construction, components and options.
- C. Submit shop drawings indicating overall dimensions as well as installation, operation and service clearances. Indicate lift points and recommendations and center of gravity. Indicate unit shipping, installation and operating weights including dimensions.
- D. Submit data on electrical requirements and connection points. Include recommended wire and fuse sizes or MCA, sequence of operation, safety and start-up instructions.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Comply with manufacturer's installation instructions for rigging, unloading, and transporting units.
- B. Protect units on site from physical damage. Protect coils.

1.06 WARRANTY

- A. Provide parts warranty for one year from start-up or 18 months from shipment, whichever occurs first.
- B. Provide 5 year compressor warranty.

1.07 MAINTENANCE SERVICE

- A. Furnish complete parts and labor service and maintenance of packaged roof top units for one year from Date of Substantial Completion by contractor.
- B. Provide maintenance service with a two month interval as maximum time period between calls. Provide 24 hour emergency service on breakdowns and malfunctions.
- C. Include maintenance items as outlined in manufacturer's operating and maintenance data.
- D. Submit copy of service call work order or report and include description of work performed.

1.08 REGULATORY REQUIREMENTS

- A. Unit shall conform to ANSI Z21.47/UL 1995 for construction of packaged air conditioner.
- B. In the event the unit is not UL approved, the manufacturer must, at his expense, provide for a field inspection by a UL representative to verify conformance to UL standards. If necessary, contractor shall perform modifications to the unit to comply with UL, as directed by the UL representative, at no additional expense to the Owner.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

PART 2 - PRODUCTS

2.01 SUMMARY

- A. The contractor shall furnish and install air-cooled condensing units as shown as scheduled on the contract documents. The unit(s) shall be installed in accordance with this specification and perform at the specified conditions as scheduled.
- B. **APPROVED MANUFACTURERS**
 - 1. Trane
 - 2. LG
 - 3. Daikin
 - 4. Substitutions: Prior approval required as indicated under the general and/or supplemental conditions of these specifications.
- C. Base Bid shall be Trane air-cooled condensing units with approved alternate being Carrier or York. Alternates must still comply with the performance and features as specified with these specifications and as indicated on the design documents. Job will be awarded on basis of specified product. Substitutions must be selected and approved within 14 calendar days after award of contract.

2.02 GENERAL UNIT DESCRIPTION

- A. Provide self-contained, packaged, factory-assembled and pre-wired units suitable for outdoor use consisting of cabinet, compressor(s), condensing coil and fan(s), integral subcooling circuit(s), filter drier(s), and controls. Provide expansion valve(s) and check valves for split system heat pump unit(s).
- B. Performance Ratings: Energy Efficiency Rating (EER) not less than prescribed by ANSI/ASHRAE 90A.

2.03 CASING

- A. House components in 18 gauge zinc-coated galvanized steel frame and panels with weather resistant, baked enamel finish. Units surface shall be tested 500 hours in salt spray test.
- B. Mount controls in weatherproof panel provided with removable panels and/or access doors with quick opening fasteners.

2.04 CONDENSER COILS

- A. Coils: Aluminum fins mechanically bonded to seamless copper tubing. Provide subcooling circuit(s). Factory leak test under water to 450 psig, and vacuum dehydrate. Seal with holding charge of nitrogen.

2.05 FANS AND MOTORS

- A. Vertical discharge direct driven propeller type condenser fans with fan guard on discharge. Fans shall be statically and dynamically balanced.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- B. Weatherproof motors suitable for outdoor use, with permanently lubricated totally enclosed or open construction motors shall be provided and shall have built in current and thermal overload protection. Motors shall be either sleeve or ball bearing type.

2.06 COMPRESSORS

- A. Compressors: direct drive scroll compressors with integral centrifugal oil pump. Provide suction gas cooled motor with winding temperature limits and compressor overloads. Provide external high and low pressure cutout devices.

2.07 CONTROLS

- A. Provide factory-wired condensing units with 24 volt control circuit with internal fusing and control transformers, contactor pressure lugs and/or terminal block for power wiring. Contractor to provide field installed unit mounted disconnect switch. Units shall have single point power connections.

2.08 STAGING CONTROLS

- A. Provide NEC Class II, electronic, adjustable zone control to maintain zone temperature setting.
- B. Provide 24 volt, adjustable thermostat to control heating and cooling stages in sequence with delay between stages, and supply fan to maintain temperature setting.
 - 1. Locate thermostat in room as shown on plans.

2.09 BUILDING MANAGEMENT SYSTEM

- A. Interface control module to Energy Management System to be furnished and mounted by unit manufacturer. Through this interface module, all Energy Management functions (specified in Energy Management Section) shall be performed. The interface module with necessary controls and sensors shall all be factory mounted (not field mounted). If not furnished by unit manufacturer, this shall be furnished by Energy Management System Contractor for factory mounting by rooftop unit manufacturer in rooftop unit and rated for service up to 140 F. The only field connection to Energy Management System shall be a single communication link.
- B. Control Functions: Include unit scheduling, occupied/unoccupied mode, start-up and coast-down modes, demand limiting, night setback, timed override and alarm shutdown.
- C. Diagnostic Functions: Include supply fan status, , and a field supplied and installed sensor, to provide a dirty filter alarm.
- D. Provide capabilities for Boolean Processing and trend logs as well as "templated" reports and logs.

2.10 MISCELLANEOUS FEATURES

- A. Neoprene Isolators: Provide field-installed rubber-in-shear isolators.
- B. Low Ambient Control: Electronic head pressure control that allows operation to 0 degrees F outdoor ambient.
- C. Condenser Coil guard: Metal grille with Polyvinyl chloride coating to cover condenser coil area.

AIR COOLED CONDENSING
UNITS
237213- 4

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Provide for connection to electrical service.
- C. Install units on vibration isolation.
- D. Provide connection to refrigeration piping system and evaporators.

END OF SECTION

SECTION 237313
AIR HANDLING UNITS

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. Provide air handlers, as specified herein, of sizes and capacities scheduled and in locations shown on drawings.

1.02 RELATED SECTIONS

- A. Section 232300 - Refrigeration Piping
- B. Section 237213 - Air Cooled Condensing Unit
- C. Division 26.

1.03 REFERENCES

- A. AMCA Publication 99 - Standards Handbook.
- B. AMCA Standard 500-D - Laboratory Methods of Testing Dampers for Rating.
- C. ANSI/ABMA Standard 9 - Load Ratings and Fatigue Life for Ball Bearings.
- D. ANSI/AMCA Standard 204 - Balance Quality and Vibration Levels for Fans.
- E. ANSI/AHRI Standard 410 - Forced Circulation Air-Cooling and Air-Heating Coils.
- F. ANSI/AHRI Standard 430 - Central Station Air Handling Units.
- G. ANSI/ASHRAE Standard 52.2 - Method of Testing General Ventilation Air-Cleaning Devices for Removal Efficiency by Particle Size.
- H. ANSI/ASHARE Standard 62.1 - Ventilation for Acceptable Indoor Air Quality.
- I. ANSI/ASHARE Standard 90.1 - Energy Standard for Buildings Except Low-Rise Residential Buildings.
- J. ANSI/NEMA MG 1 - Motors and Generators.
- K. ANSI/UL 900 - Standard for Safety Air Filter Units.
- L. AHRI Standard 260 - Sound rating of Ducted Air Moving and Conditioning Equipment.
- M. ASHRAE Standard 111 - Measurement, Testing, Adjusting, and Balancing of Building HVAC Systems.
- N. ASTM C1071 - Thermal and Acoustic Insulation (Mineral Fiber, Duct Lining Material).
- O. ASTM C1338 - Standard Test Method for Determining Fungi Resistance of Insulation Material and Facings.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- P. ASTM E477 - Standard Test Method for Measure Acoustical and Airflow Performance of Duct Liner Materials and Prefabricated Silencers.
- Q. NFPA 70 - National Electrical Code®.
- R. NFPA 90A - Standard for the Installation of Air Conditioning and Ventilation Systems.
- S. UL 1995 - Standard for Safety Heating and Cooling Equipment

1.04 QUALITY ASSURANCE

- A. Air Coils: Certify capacities, pressure drops and selection procedures in accordance with current AHRI Standard 410.
- B. Air handling units with fan sections utilizing single fans shall be rated and certified in accordance with AHRI Standard 430.
- C. ISO 9001 Certification.

1.05 SUBMITTALS

- A. No equipment shall be fabricated or delivered until the receipt of approved shop drawings from the Owner or Owner's approved representative.
- B. AHU manufacturer shall provide the following information with each shop drawing/product data submission:
 - 1. Dimensioned arrangement drawings for each AHU including a plan and elevation view of the assembled unit with overall dimensions, lift points, unit shipping split locations and dimensions, installation and operating weights, and installation, operation and service clearances.
 - 2. All electrical, piping, and ductwork requirements, including sizes, connection locations, and connection method recommendations.
 - 3. Each component of the unit shall be identified and mechanical specifications shall be provided for unit and accessories describing construction, components, and options.
 - 4. All performance data, including capacities and airside and waterside pressure drops, for components.
 - 5. Fan curves shall be provided for fans with the design operating points indicated. Data shall be corrected to actual operating conditions, temperatures, and altitudes.
 - 6. A filter schedule must be provided for each air handling unit supplied by the air handling unit manufacturer. Schedule shall detail unit tag, unit size, corresponding filter section location within the AHU, filter arrangement (e.g. angled/flat), filter depth, filter type (e.g. pleated media), MERV rating, and filter quantity and size.
 - 7. A schedule detailing necessary trap height shall be provided for each air handling unit. Schedule shall detail unit tag, unit size, appropriate trap schematic with recommended trap dimensions, and unit supplied base rail height. Contractor shall be responsible for additional trap height required for trapping and insulation beyond the unit supplied base rail height by adequate housekeeping pad.
 - 8. A coil valve coordination schedule shall be provided for each air handling unit supplied by the air handling unit manufacturer. Schedule shall detail unit tag, coil type and corresponding section location within the AHU, valve style (e.g. global, ball), valve type (e.g. electronic 2-way/3-way), valve position (e.g. normally open/closed), size, flow coefficient (CV), and close-off pressure.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

9. An electrical MCA - MOP schedule shall be provided for each electrical circuit to which field-power must be supplied. Schedule to detail unit tag, circuit description, voltage/phase/hertz, Minimum Circuit Ampacity (MCA), and calculated Maximum Overcurrent Protection (MOP).
 10. Sound data shall be provided using AHRI 260 test methods. Unit discharge, inlet, and radiated sound power levels in dB shall be provided for 63, 125, 250, 500, 1000, 2000, 4000, and 8000 Hz.
- C. The AHU manufacturer shall provide appropriate sets of submittals as referenced in the General Conditions and shall submit to the Owner electronic copies of the IOM.
- D. The AHU manufacturer shall list any exceptions to the specification.

1.06 REGULATORY REQUIREMENTS

- A. Agency Listings/Certifications
1. Unit shall be manufactured to conform to UL 1995 and shall be listed by either UL/CUL or ETL. Units shall be provided with listing agency label affixed to the unit. In the event the unit is not UL/CUL or ETL approved, the contractor shall, at his/her expense, provide for a field inspection by a UL/CUL or ETL representative to verify conformance. If necessary, contractor shall perform modifications to the unit to comply with UL/CUL or ETL as directed by the representative, at no additional expense to the owner.
 2. Certify air handling units in accordance with AHRI Standard 430. Units shall be provided with certification label affixed to the unit. If air handling units are not certified in accordance with AHRI Standard 430, contractor shall be responsible for expenses associated with testing of units after installation to verify performance of fan(s). Any costs incurred to adjust fans to meet scheduled capacities shall be the sole responsibility of the contractor.
 3. Certify air handling coils in accordance with AHRI Standard 410. Units shall be provided with certification label affixed to the unit. If air handling coils are not certified in accordance with AHRI Standard 410, contractor shall be responsible for expenses associated with testing of coils after installation to verify performance of coil(s). Any costs incurred to adjust coils to meet scheduled capacities shall be the sole responsibility of the contractor.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Comply with manufacturer's installation instructions for rigging, unloading, and transporting units.
- B. Installing contractor shall be responsible for storing AHU in a clean, dry place and protect from weather and construction traffic. Handle carefully to avoid damage to components, enclosures, and finish.

1.08 START-UP AND OPERATING REQUIREMENTS

- A. Do not operate units for any purpose, temporary or permanent, until ductwork is clean, filters in place, bearings lubricated (if applicable), condensate properly trapped, piping connections verified and leak-tested, belts aligned and tensioned, all shipping braces removed, bearing set screws torqued, and fan has been test run under observation.

1.09 WARRANTY

- A. AHU manufacturer shall provide, at no additional cost, a standard parts warranty that covers a period of one year from unit start-up or 18 months from shipment, whichever occurs first. This

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

warrants that all products are free from defects in material and workmanship and shall meet the capacities and ratings set forth in the equipment manufacturer's catalog and bulletins.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Approved manufacturer shall be Trane, with pre-approved alternates considered. Manufacturers not pre-approved, must obtain pre-approval in writing from consulting engineer prior to bid day. Alternates must comply with all performance and features as called for in this specification. Job awarded on basis of specified equipment. Alternate will be evaluated and considered after job is awarded.
- B. Manufacturer must clearly define any exceptions made to Plans and Specifications. Any deviations in layout or arrangement shall be submitted to consulting engineer prior to bid date. Acceptance of deviation(s) from specifications shall be in the form of written approval from the consulting engineer. Mechanical Contractor is responsible for expenses that occur due to exceptions made.
- C. Acceptable Manufacturers
 - 1. Trane
 - 2. TempMaster
 - 3. Daikin
 - 4. Approved equal

2.02 GENERAL

- A. Unit layout and configuration shall be as defined in project plans and schedule.
- B. Unit manufacturer to provide an integral base frame to support all sections of unit and raise unit for proper trapping. Unit base frames not constructed of galvanized steel shall be chemically cleaned and coated with both a rust-inhibiting primer and finished coat of rust-inhibiting enamel.
- C. Entire indoor air handling unit shall have a full perimeter base rail for structural rigidity and condensate trapping. Refer to drawings for base height.
- D. Note: All exposed surfaces (cabinet, frame, fans, coils, etc) shall be finished with MicroGuard Protective Treatment System. Refer to Adsil specification section 09800 for product and application requirements.
- E. Size Limitation: Air handling units must be installed in the attic mechanical rooms. The equipment access for these rooms is the outside air louvers (approx. 56" high x 30" wide clear opening - contractor to verify in field prior to procuring equipment). Contractor must coordinate with other disciplines for the removal of the existing louvers and repair/preparation of this opening and coordinate the equipment installation sequence and size of equipment sections to use this opening for rigging of equipment through this opening.

2.03 UNIT CASING

- A. House components in heavy gauge, zinc-coated, galvanized steel frame and panels with weather resistant, baked enamel finish.
- B. Provide unit with access panels with captive screws.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- C. Unit shall be completely insulated with foil faced, cleanable, fire retardant, permanent, odorless glass fiber material.
- D. Unit shall have electrical and refrigerant connection bushings or plugs.

2.04 ACCESS DOORS

- A. Interior and exterior shall be of the same construction as the interior and exterior wall panels.
- B. All doors downstream of cooling coils shall be provided with a thermal break construction of door panel and door frame.
- C. Gasketing shall be provided around the full perimeter of the doors to prevent air leakage.
- D. Door hardware shall be surface-mounted to prevent through-cabinet penetrations that could likely weaken the casing leakage and thermal performance.
- E. Handle hardware shall be designed to prevent unintended closure.
- F. Access doors shall be hinged and removable without the use of specialized tools to allow.

2.05 PRIMARY DRAIN PANS

- A. All cooling coil sections shall be provided with a double sloped, removable, cleanable, composite drain pan.
- B. The outlet shall be located at the lowest point of the pan and shall be sufficient diameter to preclude drain pan overflow under any normally expected operating condition.
- C. All drain pan threaded connections shall be visible external to the unit. Threaded connections under the unit floor shall not be accepted.
- D. The installing contractor is responsible to ensure the unit is installed level, trapped in accordance with the manufacturer's requirements, and visually inspected to ensure proper drainage of condensate.

2.06 SECONDARY CONTAINMENT PAN

- A. Provide a secondary containment pan with leak detector sensor under the air handling unit.

2.07 FANS

- A. Unit shall have a double inlet, double width, forward curved, centrifugal type fan with adjustable belt drive.
- B. Fan sections shall have a minimum of one access door located on the drive side of the unit to allow inspection and maintenance of the fan, motor, and drive components. Construct door(s) per Section 2.04.
- C. Belt-driven fans shall be provided with permanently lubricated, self-aligning, anti-friction bearings selected for L-50 200,000-hour average life per ANSI/AFBMA Standard 9.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- D. Belts shall be enclosed as required by OSHA standard 29 CFR 1910 to protect worker from accidental contact with the belts and sheaves.
- E. Fan Motor shall have:
 - 1. Adjustable motor sheaves.
 - 2. Thermal Overload protection.
 - 3. Permanently lubricated bearings.
 - 4. Meet Energy Policy of 1992 (EPACT)

2.08 COILS

- A. Evaporator Coils
 - 1. 3/8" internally enhanced copper tube mechanically bonded to lanced aluminum plate fins.
 - 2. Refrigerant suction and liquid connections shall be clearly labeled on unit exterior.
 - 3. Coils shall be factory pressure and leak tested to 449 psig.
 - 4. Coils shall include drain pans per section 2.05.
- B. Heating Hot Water Coils
 - 1. Extended surface type, utilizing aluminum fins and DLP-type copper tubes with cast bronze supply and return connections.
 - 2. Coils shall be of serpentine design with horizontal tubes, vertical fins, and center supply and return connections. All tube bends shall be brazed.
 - 3. Tubes shall be mechanically bonded to the collars of the fins.
 - 4. Coils shall be capable of operating at hot water pressures and temperatures of 150 psig and 375 deg F.

2.09 FILTERS

- A. Filter rack for one inch (1"), throw-away filters.
- B. Filter section shall have side access filter guides and access door(s) extending the full height of the casing to facilitate filter removal. Construct doors in accordance with Section 2.04. Filters to be of size and quantity required to maximize filter face area for each air handling unit.
- C. Filter type, MERV rating, and arrangement shall be provided as defined in project plans and schedule.
- D. Manufacturer shall provide one set of startup filters.

2.10 CONTROLS

- A. Provide factory-wired condensing units with 24 volt control circuit with internal fusing and control transformers, contactor pressure lugs and/or terminal block for power wiring. The unit shall be completely internally wired, with number and colored wires.
- B. Provide magnetic indoor fan contactor, low voltage terminal strip, and evaporator defrost control.
- C. Contractor to provide field installed unit mounted disconnect switch. Units shall have single point power connections.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- D. Provide with discharge air temperature sensor and outside air dry bulb / wet bulb (enthalpy) sensor/transmitter.
- E. Provide with Reliatel controls.
- F. Provide with communications module to provide BACNet communications interface with the central HVAC controller.
- G. Provide with discharge air smoke detector.

PART 3 - EXECUTION

3.01 SHIPPING

- A. Paper copies of the IOM shall also be shipped with the AHU.
- B. The AHU manufacturer shall identify all shipments with the order number. Enough information shall be provided with each shipment to enable the Mechanical Contractor to confirm the receipt of units when they are received. For parts too small to mark individually, the AHU manufacturer shall place them in containers.
- C. To protect equipment during shipment and delivery, all indoor units shall be completely stretch or shrink wrapped. Wrap shall be a minimum of 7 mil plastic. Pipe ends and pipe connection holes in the casing shall be capped or plugged prior to shipment.
- D. After loading the equipment for shipment, the AHU manufacturer shall contact the shipping contact on the order and provide the name of the carrier, description of equipment, order number, shipping point, and date of shipment.

3.02 ON-SITE STORAGE

- A. If equipment is to be stored for a period of time prior to installation, the Mechanical Contractor shall remove all stretch or shrink wrap from units upon receipt to prevent unit corrosion and shall either place the units in a controlled indoor environment or shall cover the units with canvas tarps and place them in a well-drained area. Covering units with plastic tarps shall not be acceptable.

3.03 FIELD EXAMINATION

- A. The Mechanical Contractor shall verify that the mechanical room and/or roof are ready to receive work and the opening dimensions are as indicated on the shop drawings and contract documents.
- B. The Mechanical Contractor shall verify that the proper power supply is available prior to starting of the fans.

3.04 INSTALLATION

- A. The Mechanical Contractor shall be responsible to coordinate ALL installation requirements with the Owner and the Owner's selected Mechanical Contractor to ensure that a complete installation for each unit is being provided. Coordination efforts shall include such items as unloading and hoisting requirements, field wiring requirements, field piping requirements, field

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

ductwork requirements, requirements for assembly of field-bolted or -welded joints, and all other installation and assembly requirements.

- B. The AHU manufacturer shall provide all screws and gaskets for joining of sections in the field.
- C. The Mechanical Contractor shall verify that the following items have been completed prior to scheduling the AHU manufacturer's final inspection and start up:
 - 1. All spring-isolated components have had their shipping restraints removed and the components have been leveled.
 - 2. On all field-joined units, that all interconnections have been completed, i.e., electrical and control wiring, piping, casing joints, bolting, welding, etc.
 - 3. Refrigerant piping connections have been completed, evacuated and tested and system has been properly charged.
 - 4. All ductwork connections have been completed and all ductwork has been pressure tested for its intended service.
 - 5. All power wiring, including motor starters and disconnects, serving the unit has been completed.
 - 6. All automatic temperature and safety controls have been completed.
 - 7. All dampers are fully operational.
 - 8. All shipping materials have been removed.
 - 9. All (clean) filter media has been installed in the units.

3.05 LEVELING

- A. The Mechanical Contractor shall level all unit sections in accordance with the unit manufacturer's instructions. The Mechanical Contractor shall provide and install all necessary permanent shim material to ensure individual sections and entire assembled units are level.

3.06 FINAL INSPECTION AND START UP SERVICE

- A. After the Mechanical Contractor has provided all water and steam piping connections, ductwork connections, and field control wiring, and Electrical Contractor has provided all the field power wiring, the Mechanical Contractor shall inspect the installation. The Mechanical Contractor shall then perform startup of the equipment.
- B. The Mechanical Contractor, shall perform the following tests and services and submit a report outlining the results:
 - 1. Record date, time, and person(s) performing service.
 - 2. Lubricate all moving parts.
 - 3. Check all motor and starter power lugs and tighten as required.
 - 4. Verify all electrical power connections.
 - 5. Conduct a start up inspection per the AHU manufacturer's recommendations.
 - 6. Record fan motor voltage and amperage readings.
 - 7. Check fan rotation and spin wheel to verify that rotation is free and does not rub or bind.
 - 8. Check fan for excessive vibration.
 - 9. Check V belt drive or coupling for proper alignment.
 - 10. Check V belt drive for proper tension. Tighten the belts in accordance with the AHU manufacturer's directions. Check belt tension during the second and seventh day's operation and re-adjust belts, as may be required, to maintain proper tension as directed by the AHU manufacturer.
 - 11. Remove all foreign loose material in ductwork leading to and from the fan and in the fan itself.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

12. Disengage all shipping fasteners on vibration isolation equipment.
13. Check safety guards to insure they are properly secured.
14. Secure all access doors to the fan, the unit and the ductwork.
15. Switch electrical supply "on" and allow fan to reach full speed.
16. Physically check each fan at start up and shut down to insure no abnormal or problem conditions exist.
17. Check entering and leaving air temperatures (dry bulb and wet bulb) and simultaneously record entering and leaving heating hot water temperatures and outside air temperature.
18. Check all control sequences.

END OF SECTION

SECTION 238100
PACKAGED ROOFTOP UNITS

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. Outdoor, roof curb mounted, electronically controlled, heating and cooling unit utilizing hermetic scroll compressor(s) with crankcase heaters for cooling duty and gas combustion for heating duty. Units shall discharge supply air vertically or horizontally as shown on contract drawings.
- B. Outdoor, roof curb mounted, air-to-air heat pump unit utilizing a hermetic scroll compressor for cooling duty and gas combustion for heating duty. Units shall discharge supply air vertically or horizontally as shown on contract drawings.

1.02 RELATED SECTIONS

- A. Section 233113 - Sheet Metal Work.
- B. Division 26.

1.03 SUBMITTALS

- A. Shop Drawings: Submit drawings for each size of factory fabricated roof curb.
- B. Product Data: Manufacturer's catalog sheets, brochures, performance charts, standard schematic drawings, specifications and installation instructions for each size unit.
- C. Contract Closeout Submittals - Operation and Maintenance Data: Deliver 2 copies, covering the installed products, to the Director's Representative.

1.04 QUALITY ASSURANCE

- A. Regulatory Requirements:
 - 1. Unit shall be factory tested and the design, construction and installation shall be in accordance with the following: ARI Standard 210, NFPA, UL, ASHRAE 15, Safety Code for Mechanical Refrigeration, and all State and Local codes or regulations having jurisdiction.
 - 2. Unit shall be listed by ETL as a total package.
 - 3. Unit shall be rated in accordance with AHRI Standard 210/240 and 340/360.
 - 4. Electrical components shall be UL listed.
 - 5. Gas heat equipped units shall be designed to conform with ANSI Standard Z21.47, Gas-Fired Central Furnaces.
 - 6. Roof curb shall be designed to NRCA criteria per Bulletin B-1986.
 - 7. Insulation and adhesive shall meet NFPA 90A requirements for flame spread and smoke generation.
 - 8. Unit shall meet ASHRAE 90.1 minimum efficiency requirements.
 - 9. 3 phase units shall be Energy Star certified.

1.05 PRODUCT DELIVERY

- A. Deliver each unit as an integral factory packaged assembly.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

B. Unit shall be stored and handled per manufacturer's recommendations.

C. Unit shall only be stored or positioned in the upright position.

1.06 MAINTENANCE

A. Maintenance Service: A fully equipped authorized service organization capable of guaranteeing response within 8 hours to service calls shall be available 24 hours a day, 7 days a week to service the completed Work.

B. Extra Materials: Provide with each unit, one spare set of air filters. Suitable box and label spare filters as to their usage.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Approved manufacturer shall be Trane, with pre-approved alternates considered. Manufacturers not pre-approved, must obtain pre-approval in writing from consulting engineer prior to bid day. Alternates must comply with all performance and features as called for in this specification. Job awarded on basis of specified equipment. Alternate will be evaluated and considered after job is awarded.

B. Manufacturer must clearly define any exceptions made to Plans and Specifications. Any deviations in layout or arrangement shall be submitted to consulting engineer prior to bid date. Acceptance of deviation(s) from specifications shall be in the form of written approval from the consulting engineer. Mechanical Contractor is responsible for expenses that occur due to exceptions made.

C. Acceptable Manufacturer:

1. Trane
2. TempMaster
3. Daikin
4. Approved Equal

2.02 GAS HEAT/ELECTRIC COOLING PACKAGED ROOFTOP UNITS

A. General

1. Units shall be manufactured by Unitary Products in an ISO 9001 certified facility. Johnson Controls Series 10 units are convertible single packages with a common footprint cabinet and common roof curb for all 3 through 12-1/2 ton models. All 6-1/2 through 12-1/2 ton units have two compressors with independent R-410A refrigeration circuits to provide 2 stages of cooling. The units were designed for light commercial applications and can be easily installed on a roof curb, slab, or frame. All units are self-contained and assembled on rigid full perimeter base rails allowing for 3-way forklift access and overhead rigging. Every unit is completely charged with R-410A, wired, piped, and tested at the factory to provide a quick and easy field installation. All units are convertible between side and down airflow. Independent economizer designs are used on side and down discharge applications, as well as all tonnage sizes.

B. Description

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

1. Units shall be factory assembled, single package, (Gas/ Elect), designed for outdoor installation. They shall have built in field convertible duct connections for down discharge supply/return or horizontal discharge supply/return and be available with factory installed options or field installed accessories. The units shall be factory wired, piped and charged with R-410A refrigerant and factory tested prior to shipment. All unit wiring shall be both numbered and color coded. The cooling performance shall be rated in accordance with DOE and AHRI test procedures. Units shall be CSA certified to ANSI Z21.47 and UL 1995/CAN/CSA No. 236-M90 standards.
- C. Unit Cabinet
1. Unit cabinet shall be constructed of galvanized steel with exterior surfaces coated with a non-chalking, powder paint finish, certified at 1000 hour salt spray test per ASTM-B117 standards. Indoor blower sections shall be insulated with up to 1" thick insulation coated on the airside. Either aluminum foil faced or elastomeric rubber insulation shall be used in the unit's compartments and be fastened to prevent insulation from entering the air stream. Cabinet doors shall be hinged with toolless access for easy servicing and maintenance. Full perimeter base rails shall be provided to assure reliable transit of equipment, overhead rigging, fork truck access and proper sealing on roof curb applications. Disposable 2" filters shall be furnished as standard and be accessible through hinged access door. Fan performance measuring ports shall be provided on the outside of the cabinet to allow accurate air measurements of evaporator fan performance without removing panels or creating bypass of the coils. Condensate pan shall be slide out design, constructed of a non corrosive material, internally sloped and conforming to ASHRAE 62-B9 standards. Condensate connection shall be a minimum of ¾" I.D. female and be rigid mount connection.
- D. Outdoor (Condenser) Fan Assembly
1. The outdoor fans shall be of the direct drive type, discharge air vertically, have aluminum blades riveted to corrosion resistant steel spider brackets and shall be dynamically balanced for smooth operation. The outdoor fan motors shall have permanently lubricated bearings internally protected against overload conditions and staged independently. A cleaning window shall be provided on two sides of the units for coil cleaning.
- E. Refrigerant Components
1. Compressors:
 - a. Shall be fully hermetic type, direct drive, internally protected with internal high-pressure relief and over temperature protection. The hermetic motor shall be suction gas cooled and have a voltage range of + or - 10% of the unit nameplate voltage.
 - b. Shall have internal spring isolation and sound muffling to minimize vibration and noise, and be externally isolated on a dedicated, independent mounting.
 2. Coils:
 - a. Evaporator coils shall have aluminum plate fins mechanically bonded to seamless internally enhanced copper tubes with all joints brazed. Special Phenolic coating shall be available as a factory option.
 - b. Evaporator coils shall be of the direct expansion, draw-thru design.
 - c. Condenser coils shall have aluminum plate fins mechanically bonded to seamless internally enhanced copper tubes with all joints brazed or Micro-Channel aluminum tube, aluminum fins. Special Phenolic coating shall be available as a factory option.
 - d. Condenser coils shall be of the draw-thru design.
 3. Refrigerant Circuit and Refrigerant Safety Components shall include:
 - a. Independent fixed-orifice or thermally operated expansion devices.
 - b. Solid core filter drier/strainer to eliminate any moisture or foreign matter.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- c. Accessible service gage connections on both suction and discharge lines to charge, evacuate, and measure refrigerant pressure during any necessary servicing or troubleshooting, without losing charge.
 - d. The 3 through 50 ton unit shall have two independent refrigerant circuits, equally split in 50% capacity increments.
- 4. Unit Controls:
 - a. Unit shall be complete with self-contained low-voltage control circuit protected by a resettable circuit breaker on the 24-volt transformer side.
 - b. Unit shall incorporate a lockout circuit which provides reset capability at the space thermostat or base unit should any of the following standard safety devices trip and shut off compressor:
 - 1) Loss-of-charge/Low-pressure switch.
 - 2) High-pressure switch.
 - 3) Freeze-protection thermostat, evaporator coil. If any of the above safety devices trip, an LED (light-emitting diode) indicator shall flash a diagnostic code that indicates which safety switch has tripped.
 - c. Unit shall incorporate "AUTO RESET" compressor over temperature, over current protection.
 - d. Unit shall operate with conventional thermostat designs and have a low voltage terminal strip for easy hook-up.
 - e. Unit control board shall have on-board diagnostics and fault code display.
 - f. Standard controls shall include anti-short cycle and low voltage protection, and permit cooling operation down to 0 °F.
 - g. Control board shall monitor each refrigerant safety switch independently.
 - h. Control board shall retain last 5 fault codes in non-volatile memory, which will not be lost in the event of a power loss.
- F. Unit Operating Characteristics
 - 1. 1. Unit shall be capable of starting and running at 125 °F outdoor temperature, exceeding maximum load criteria of AHRI Standard 340/360. The compressor, with standard controls, shall be capable of operation down to 0 °F outdoor temperature. Unit shall be provided with fan time delay to prevent cold air delivery before heat exchanger warms up. (Gas heat only)
- G. Electrical Requirements
 - 1. All unit power wiring shall enter unit cabinet at a single factory provided location and be capable of side or bottom entry to minimize roof penetrations and avoid unit field modifications. Separate side and bottom openings shall be provided for the control wiring.
- H. Standard Limited Warranties
 - 1. Compressor - 5 Years, Heat Exchanger - 10 Years, Stainless Steel Heat Exchanger - 15 Years, Elect. Heat Elem. - 5 Years, Parts - 1 Year.
- I. Factory Installed Options:
 - 1. Hot Gas Reheat - When the RCB detects a need for dehumidification (24VAC) at "HUM" via the field supplied dehumidistat connected to RHTB-1 and RHTB-2, and there is not a call for cooling, it energizes the HGR, which energizes the SOL 3, SOL 2, and de-energizes SOL 1. The unit then operates with circuit #1 in reheat mode and circuit #2 in cooling mode. When the room thermostat calls for first stage cooling while there is still a call for dehumidification, no operational change is made. The call for cooling is ignored and the unit continues to operate with circuit #1 in reheat mode and circuit #2 in cooling mode. When the room thermostat calls for second stage cooling, the RCB senses a signal

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- through "Y1" & "Y2" and de-energizes the HGR, which de-energizes SOL 3 and SOL 2, and energizes SOL 1. Both circuits operate in the cooling mode. Indoor blower operation is initiated upon a call for first stage cooling, second stage cooling or dehumidification.
2. **Electronic Enthalpy Automatic Economizer** - Outdoor and return air dampers that are interlocked and positioned by a fully-modulating, spring-return damper actuator. The maximum leakage rate for the outdoor air intake dampers shall not exceed 2% when dampers are fully closed and operating against a pressure differential of 0.5 IWG. A unit-mounted potentiometer shall be provided to adjust the outdoor and return air damper assembly to take in outdoor air to meet the minimum ventilation requirement of the conditioned space during normal operation. During economizer operation, a mixed-air temperature control shall modulate the outdoor and return air damper assembly to prevent the supply air temperature from dropping below 55 °F. Changeover from compressor to economizer operation shall be provided by an integral electronic enthalpy control that feeds input into the basic module. The outdoor intake opening shall be covered with a rain hood that matches the exterior of the unit. Water eliminator/filters shall be provided. Simultaneous economizer/compressor operation is also possible. Dampers shall fully close on power loss. Available with barometric relief or power exhaust.
 3. **Powered Convenience Outlet** - Unit is provided with an internally powered 120VAC GFCI outlet with cover on the corner of the unit housing the compressors.
 4. **Coil Guard** - Designed to prevent condenser coil damage
 5. **BAS Controls** - Include supply air sensor, return air sensor, dirty filter indicator and air proving switch
 6. **Breaker** - An HACR breaker can be factory installed on gas heat units or cooling units with electric heat
 7. **Stainless Steel Heat Exchanger** - For applications in a corrosive environment, this option provides a full stainless steel heat exchanger assembly.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. **Roof Curbs:**
 1. Install curbs in complete accordance with the manufacturer's printed instructions, and as indicated.
 2. Deliver roof curbs to construction contractor for installation.
- B. **Air Conditioners:**
 1. Install equipment on roof curbs in complete accordance with the manufacturers' printed instructions, and as indicated.
 2. Provide all piping, electrical and ductwork connections to equipment through roof curb openings under units.

3.02 FIELD QUALITY CONTROL

- A. **Preliminary Requirements:** Employ the services of a Company Field Advisor of the rooftop air conditioner manufacturer for the following:
 1. Inspect air conditioner installations prior to start-up.
 2. Supervise initial start-up of machine.
 3. Instruction of County Personnel.
 4. Service.
- B. **Pre-Start-Up, Start-Up and Instruction:** Upon completion of the installation of the air conditioner, to the satisfaction of the Company Field Advisor, start-up and preliminary testing shall be

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

accomplished under the Company Field Advisor's supervision. When all necessary adjustments have been made and air conditioner is properly operating, the Company Field Advisor shall instruct County Personnel in the operation and maintenance of the air conditioner and accessories.

END OF SECTION

SECTION 260000
ELECTRICAL

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Demolition of existing electrical systems.
- B. Secondary power wiring and distribution system.
- C. Lighting, including lamps.
- D. Wiring devices.

1.02 RELATED WORK

- A. Foundations and pads required for equipment furnished under this division of specifications.
- B. Field painting, except such painting as is required to maintain shop coat painting and factory finish painting.
- C. Flashing and sealing of conduits through outside walls.
- D. Cutting and patching for electrical work, except for errors and omissions under this Division.

1.03 QUALITY ASSURANCE

- A. It is understood that the rights and benefits given the Owner by the guarantees found in the technical specifications are in addition to and not in derogation of any rights or benefits found in the special and general provisions of the contract.
- B. Electrical equipment provided under this Division shall be turned over in operating condition. Instruction on further operation and maintenance shall be included in the operating and maintenance instructions.

1.04 REFERENCES

- A. Perform work in accordance with standards listed below. Where these specifications are more stringent, they take precedence. In case of conflict, obtain a decision from the Engineer.
 - 1. NFPA-70: National Electrical Code
 - 2. NFPA-101: Life Safety Code
 - 3. New York State Energy Code
 - 4. New York State Building Code
 - 5. Applicable New York State Administrative Code
 - 6. Applicable Town Ordinances.
 - 7. Electric utility rules and regulations.
 - 8. Telephone utility rules and regulations.

1.05 PERMITS AND FEES

- A. The Contractor shall obtain and pay for all permits, construction charges, fees, licenses, certificates, inspections and other use charges required in connection with the work.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- B. Such permits include, but are not limited to:
 - 1. Transportation and disposal of debris.
 - 2. Temporary Electrical Services and Permanent Electrical Service.
 - 3. Telephone Service.
 - 4. Electrical Inspectors, Inc., or a pre-approved electrical inspection agency.

PART 2 - PRODUCTS

2.01 MATERIALS AND EQUIPMENT

- A. All materials and equipment used in carrying out these specifications shall have UL listing and label. Specifications and drawings indicate name, type, or catalog numbers of materials and equipment to be used as standards. Proposals shall be based on these standards. Contractor may use materials and equipment equivalent to those specified, subject to Engineer's approval.

PART 3 - EXECUTION

3.01 COORDINATION

- A. Carefully examine specifications, drawings and project site to be thoroughly familiar with items which require electrical connections and coordination. Electrical drawings are diagrammatic and shall not be scaled for exact sizes.
- B. Notify other Contractors of any deviations or special conditions necessary for the installation of work. Interferences between work of various contractors to be resolved prior to installation. Work installed not in compliance with specifications and drawings and without properly checking and coordinating as specified above shall, if necessary, be removed and properly reinstalled without additional cost to the Owner. Engineer to be mediating authority in all disputes arising on project.
- C. Equipment shall be installed in accordance with manufacturer's recommendation. Where conflicts occur between contract documents and these recommendations, a clarification shall be requested of the Engineer for decision before proceeding with such work.
- D. Insofar as it is possible to determine in advance, advise masonry tradesmen to leave proper chases and openings. Place all outlets, anchors, sleeves, and supports prior to pouring concrete or installation of masonry work. Should the Contractor neglect doing this, any cutting and/or patching required to be done is at this Contractor's expense.
- E. FIRE ALARM – For any facilities that utilize an existing fire alarm system, the contractor shall coordinate with the owner and fire alarm monitoring company prior to removing or disabling any devices. It shall be the contractor's responsibility to provide fire watch as per the latest addition of the Fire Code of New York State. The contractor shall provide fire watch for all areas of a facility while occupied and unoccupied when any device or part of the fire alarm system is de-activated or put into "test mode".

3.02 CUTTING AND PATCHING

- A. Repair or replace routine damage caused by cutting in performance of work under this Division.
- B. Correct unnecessary damage caused due to installation of electrical work, brought about through carelessness or lack of coordination.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- C. Holes cut through floor slabs to be core drilled with drill designed for this purpose. All openings, sleeves, and holes in slabs to be properly sealed, fire proofed and waterproofed.
- D. Repairs to be performed with materials which match existing materials and to be installed in accordance with appropriate sections of these specifications.

3.03 TESTS

- A. On completion of work, installation shall be completely operational and entirely free from ground, short circuits, and open circuits. Perform a thorough operational test in presence of the Engineer. Balance all circuits so that feeders to panels are not more than 10% out of balance between phases with all available load energized and operating. Furnish all labor, materials and instruments for above tests.
- B. Furnish Engineer with a copy of such tests including identification of each circuit and readings recorded, also the main service ground resistance test as described in Section 260526 of these specifications. Test information to include ampere readings of all panels and major circuit breakers, isolation resistance reading of motors and transformers.

3.04 IDENTIFICATION OF EQUIPMENT

- A. Properly identify the following:
 - 1. Motor Control Centers including all individual devices.
 - 2. Distribution panels.
 - 3. Disconnect switches.
 - 4. Individually mounted circuit breakers.
 - 5. Relays.
 - 6. Pilot lights and control switches.
- B. Use permanently attached black phenolic plates with 1/4-inch white engraved lettering on the face of each, attached with two sheet metal screws.
- C. Panelboard identification plates shall indicate panel by name.

3.05 INSTALLATION

- A. The Contractor shall carefully move and replace existing equipment, appliances and all related items, as required to conduct proposed work.
- B. Install and conduct all work per applicable NEC, State and local codes.

END OF SECTION

SECTION 260010
ELECTRICAL DEMOLITION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Electrical demolition.

1.02 SUBMITTALS

- A. Submit under provisions of Section 013300.
- B. Shop Drawings: Indicate demolition and removal sequence and location of salvageable items; location and construction of temporary work.

1.03 REGULATORY REQUIREMENTS

- A. Conform to applicable code for demolition work, safety of structure and dust control.
- B. Obtain required permits from authorities.
- C. Notify affected utility companies before starting work and comply with their requirements.
- D. Do not close or obstruct egress width to exits.
- E. Do not turn off electric equipment without authorization from Owner.
- F. Conform to procedures applicable when discovering hazardous or contaminated materials.
- G. Obtain a utilities mark-out of all buried underground utilities for telephone, electric, gas, sewer and water, including all customer owned utilities.

1.04 SCHEDULING

- A. Schedule Work to coincide with new construction.

PART 2 - PRODUCTS

2.01 NOT USED.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify field circuiting arrangements at Daniel P. Thomas Material Recovery Facility.
- B. Verify that abandoned wiring and equipment serve only abandoned facilities.
- C. Demolition drawings are based on visual field observation. Report discrepancies to the Engineer before disturbing existing installation.
- D. Beginning of demolition means installer accepts existing condition.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

3.02 PREPARATION

- A. Coordinate utility service outages with Utility Company.
- B. Provide power, wiring and connections to maintain all existing power, control and telemetry systems in service during construction. When work must be performed on energized equipment or circuits, use personnel experienced in such operations.

3.03 DEMOLITION AND EXTENSION OF EXISTING ELECTRICAL WORK

- A. Remove, relocate, and extend existing installations to accommodate new construction, as indicated on drawings.
- B. Remove exposed abandoned conduit, including abandoned conduit above accessible ceiling finishes. Cut conduit flush with walls and floors, and patch surfaces.
- C. Disconnect abandoned outlets and remove devices. Remove abandoned outlets if conduit servicing them is abandoned and removed. Provide blank cover for abandoned outlets which are not removed.
- D. Repair adjacent construction and finishes damaged during demolition and extension work.
- E. Provide caps and filler plates/plugs for all openings in equipment and enclosures after removal of conduits.
- F. Maintain access to existing electrical installations which remain active. Modify installation or provide access panel as appropriate.
- G. Remove demolished materials from site as work progresses.
- H. Completely remove and dispose of all electrical power, control, and telemetry feeds including conduits, conductors, boxes and supports not scheduled to remain after new construction is tested and operational.
- I. Where existing devices and equipment are called to be removed, Contractor shall maintain circuit continuity to all existing devices and equipment remaining on that circuit. Contractor shall provide all required conduit, conductors and boxes as required.

3.04 CLEANING AND REPAIR

- A. Clean and repair existing materials and equipment which remain or are to be reused.
- B. Remove temporary work.

END OF SECTION

SECTION 260519
LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Wires and cables.
- B. In general, the wires and cables included under this Section shall include, but not be limited to, the following:
 - 1. 600V power and control cable
- C. All conductors to be continuous from origin to panel or equipment termination without splices.

1.02 REFERENCES

- A. ANSI/NFPA 70 - National Electric Code.
- B. NECA Standard of Installations.

1.03 SUBMITTALS

- A. Submit product data under provisions of Section 013300.

1.04 QUALITY ASSURANCE

- A. Products used in the work of this Section shall be produced by manufacturers regularly engaged in the manufacturing, installing and servicing of similar items with a history of successful production acceptable to the Engineer as specified herein and in accordance with the General Conditions.
- B. Contractor shall submit the following information pertaining to the manufacturer(s):
 - 1. Complete literature, performance, and technical data describing the proposed equipment and listing of items made by the manufacturer.
 - 2. Location of closest service office from which this equipment shall be serviced.
 - 3. Location of closest parts inventory for item installation.

1.05 COORDINATION

- A. Coordination:
 - 1. Coordinate wire and cable required with the equipment being furnished by others for the satisfactory operation of the equipment or system.
 - 2. Review installation procedures under other sections and contracts and coordinate them with the work specified herein.
 - 3. Notify other prime contractors in advance of the installation of the work included to provide them with sufficient time for installation and coordination of interrelated items that are included in their contracts and that must be installed in conjunction with the work included in this Section.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

1.06 PROJECT CONDITIONS

- A. Verify that embedded conduit, in masonry and concrete, is installed as shown on the Drawings prior to the work being enclosed by others.
- B. The Contractor shall be present at all concrete pours made by the General Contractor.
- C. Conductor sizes are based on copper at 75°C.
- D. Wire and cable routing shown on Drawings is approximate unless dimensioned or specifically called for such as where conduit is to be embedded in concrete or masonry. Route wire and cable as required to meet project conditions and shall be routed above ceilings, directly under joists, in pipe trenches, where available, and in masonry. Where exposed conduit is permitted, it shall be run to maximize wall space.
- E. Field verify destination location to determine cable routing.
- F. Where wire and cable routing is not shown for proposed destination, determine exact routing and lengths required. Routing shall be reviewed with the Engineer.

PART 2 - PRODUCTS

2.01 CONDUCTORS

- A. Install products in accordance with manufacturer's recommendations.
- B. Single copper conductors with 600-volt insulation.
- C. Minimum size of feeder conductors and grounds shall be No. 12 AWG.
- D. Insulation: No. 12 AWG and No. 10 AWG, provide ANSI/NFPA 70, Type THWN-2 for interior circuits and type XHHW-2 for exterior circuits. Exterior circuits shall be considered circuits where any portion of the circuit is run exterior of the building, in which case the entire length of the circuit shall be continuous wire of Type XHHW-2.
- E. Use solid conductor for feeder and branch circuits, 10 AWG and smaller.
- F. All conductors shall include complete set of manufacturer's markings for insulation and conductor size.
- G. Manufacturers shall be SOUTHWIRE, PRYSMIAN GROUP, OKONITE, or approved equal.
- H. Provide white colored neutral conductors; provide black, color coded phase conductors; provide green colored ground conductors.

2.02 MECHANICAL CONNECTORS

- A. Conductor tapping connectors shall be BURNDY Servit split bolt, Series KS and KS3, or approved equal.
- B. Split bolt connectors shall use BURNDY Type SC Servit cover on indoor applications.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- C. Terminal lugs shall be BURNDY Universal Terminal Series. Terminal lugs shall be sized for proper ampacity and proper number of conductor holes. Each conductor shall occupy only one hole on a terminal lug.
- D. Conductor tapping connectors for multiple conductors shall be BURNDY Series V-Tap with V-Tap covers, and V-Blok mounting platforms.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. General:
 - 1. Make terminations in accordance with cable manufacturers instructions for the particular type of wire and cable.
 - 2. Splices are not allowed in the underground duct and manhole systems. If splices are required, the Contractor shall obtain approval in writing from the Engineer prior to splicing.
 - 3. All splices shall be in made in terminal boxes.
- B. Wire and Cable Sizes: The sizes of wire and cable shall be as shown on the Contract Drawings, or if not shown, as approved by the Engineer. Minimum size wire shall be No. 12 AWG for all power, lighting and receptacle circuits. Wires for control circuits shall be No. 14 AWG minimum. Wire for instrumentation circuits shall not be smaller than No. 16 AWG. If due to field routing the voltage drop exceeds 2.5%, the size of conductors shall be increased such that 2.5% is the maximum voltage drop incurred.
- C. Number of Wires: The number of wires indicated on the Contract Drawings for the various control, indications, and metering circuits were determined for general schemes of control and for particular indication and metering systems. Coordinate wiring schemes with equipment schematics.
- D. Wiring Identification: All wiring shall have a unique wire number and be labeled at both ends. Wire numbers shall correspond with the equipment terminal wire numbers. Where no wire numbers are indicated, the Contractor shall assign wire numbers. Wire numbers shall not be duplicated.
- E. Cable Identification Tags: The Contractor shall furnish all labor and materials and affix in a permanent way to each cable in manholes, cable compartments and vaults, junction boxes, pull boxes and points of termination, a laminated plastic tag, bearing clearly printed, the cable number indicated on the Contract Drawings or some other approved identification number or symbol. All cables shall be temporarily tagged with its full ID number immediately after it has been pulled.
- F. Wiring Supplies: Only electrical wiring supplies manufactured under high standards of production and meeting the approval of the Engineer shall be used. Friction tape shall be in accordance with ASTM D69.
- G. Training of Cable: Furnish all labor and material required to train cables around cable vaults within buildings and in manholes in any outdoor underground duct system. Sufficient length of cable shall be provided in each manhole and vault so that the cable can be trained and racked in an approved manner. In training or racking, the radius of bend of any cable shall be not less than the manufacturer's recommendation. All manhole cables shall be arc and fireproofed.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- H. Connections at Control Panels, Limit Switches and Similar Devices:
1. Where stranded wires are terminated at panels, and/or devices connections shall be made by solderless lug, crimp type ferrule or solder dipped.
 2. Where enclosure sizes and sizes of terminals at limit switches, solenoid valves, float switches, pressure switches, temperature switches, and other devices make 7-strand, No. 12 AWG, wire terminations impractical, the Contractor shall terminate external circuits in an adjacent junction box of proper size and shall install No. 14 AWG stranded wires to the junction box in a conduit.
- I. Pulling Temperature: Cable shall not be flexed or pulled when the temperature of the insulation or of the jacket is such that damage will occur due to low temperature embrittlement. When cable will be pulled with an ambient temperature within a three day period prior to pulling of 40°F or lower, cable reels shall be stored during the three day period prior to pulling in a protected storage with an ambient temperature not lower than 55 degrees F and pulling shall be completed during the work day for which the cable is removed from the protected storage.
- J. Color Coding:
1. Conductor jacket shall be color coded as follows:

AC POWER

480V/277 Volt 3 phase	208Y/120 Volt 3 phase (NEC)
Phase A Brown	Phase A Black
Phase B Orange	Phase B Red
Phase C Yellow	Phase C Blue
Neutral White	Neutral White
Ground Green	Ground Green

2. Equipment Ground - GREEN

3.02 IDENTIFICATION

- A. Identify wire and cable under provisions of Section 260553.
- B. Identify each conductor with its circuit number.

3.03 FIELD QUALITY CONTROL

- A. Perform field inspection and testing under provisions of Section 014500.
- B. Inspect wire and cable for physical damage and proper connection.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- C. Measure tightness of bolted connections and compare torque measurements with manufacturer's recommended values.
- D. Field Testing:
 - 1. Wires and cables shall be tested before being connected to motors, devices or terminal blocks.
 - 2. If tests reveal defects or deficiencies, the Contractor shall make the necessary repairs or shall replace the cable as directed by the Engineer, without additional cost to the Owner.
 - 3. All tests shall be made by and at the expense of the Contractor who shall supply all testing equipment.
- E. Continuity Tests: All cables, wires and shields shall be tested for continuity. Testing for continuity shall be by test light or buzzer.
- F. Insulation-Resistance Tests:
 - 1. 600V power and control cables and wires shall be tested for their insulation-resistance values. Test shall utilize a megohmmeter with applied voltage to be 1000VDC for one (1) minute. Insulation-resistance test shall be performed on each conductor with all other conductors grounded. The resistance value shall be 20 megohms or greater.

END OF SECTION

SECTION 260526
GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Grounding electrodes and conductors.
- B. Equipment grounding conductors.
- C. Bonding.

1.02 REFERENCES

- A. ANSI/NFPA 70 - National Electric Code.

1.03 REGULATORY REQUIREMENTS

- A. Conform to requirements of ANSI/NFPA 70.
- B. Furnish products listed and classified by Underwriters Laboratories, Inc.

PART 2 - PRODUCTS

2.01 COMPONENTS

- A. Ground clamps:
 - 1. OZ ELECTRICAL MANUFACTURING COMPANY, Type "CG" for connection to water main piping and Type "GC" for connection to ground rod; with cable installed parallel or 90 degrees to pipe/rod under separate clamp.
 - 2. Or equal by STEEL CITY or APPLETON
- B. Raceways, conductors, outlet boxes, pull and junction boxes to be furnished in accordance with applicable sections of these specifications.
- C. Wire: Copper, sized to meet NFPA 70 requirements.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. General:
 - 1. Clean all conductive surfaces on equipment to be grounded, to assure good electrical continuity.
 - 2. Effectively bond all grounding conductors to grounding rod electrodes, equipment enclosures and ground busses.
 - 3. Locate all grounding attachments away from areas subject to physical damage. Provide protective covering as required.
- B. Feeder/Branch Circuits:
 - 1. All circuits shall have a separate green grounding conductor in conduit sized in accordance with NFPA 70. Minimum size of conductor shall be No. 12 AWG.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

2. Flexible conduit will not be approved as achieving continuity of ground. All flexible conduit to have a jumper wire sized to ampacity of branch breaker and to be connected to conduit system on both ends; this applies to fixtures, motors, controls, etc.

END OF SECTION

SECTION 260529
HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. System of supporting devices and hangers for support or bracing for conduit, electrical equipment, safety switches, fixtures, panelboards, outlet boxes, junction boxes and cabinets.

1.02 REFERENCES

- A. ANSI/NFPA 70 - National Electric Code.

1.03 REGULATORY REQUIREMENTS

- A. Conform to requirements of ANSI/NFPA 70.
- B. Furnish products listed and classified by Underwriters Laboratories, Inc.

PART 2 - PRODUCTS

2.01 EQUIPMENT REQUIREMENTS

- A. Provide appropriate corrosion-resistant supporting devices and hangers for electrical equipment, as manufactured by ERICO PRODUCTS, INC., CADDY FASTENERS, STEEL CITY, MINERALLAC or equivalent.
 - 1. "Z" purlin clips.
 - 2. Conduit clips.
 - 3. Beam clamps (universal and vertical flange).
 - 4. Beam clamps (set screw type).
 - 5. Combination push-in conduit clips.
 - 6. Combination conduit hanger clamps.
 - 7. Flexible conduit clips.
 - 8. Special combination conduit clips.
 - 9. One hole steel straps.
 - 10. Conduit hangers.
- B. Provide materials, sizes and types of anchors, fasteners and supports to carry the loads of equipment, wire in conduit and conduit.

2.02 CHANNEL SUPPORT SYSTEM

- A. Channel systems and supports shall be manufactured by KINDORF/THOMAS & BETTS, or approved equal.
- B. Channels shall be 1-1/2" x 1-1/2".
- C. Channels and all associated accessories and bolts shall be hot dipped galvanized.
- D. Channels shall have 9/16" bolt holes on 1-1/2" centers.
- E. Provide end caps for all channels.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Secure conduits to within 3 feet of each outlet box, junction box, cabinet, fitting, etc., and at intervals not to exceed 10 feet in accordance with currently effective edition of the National Electric Code.
- B. In seismic zones, support conduits 1 inch and smaller at 6 foot intervals.
- C. Install clamps secured to structure for feeder and other conduits routed against structure. Use drop rods and hangers to support conduits run apart from the structure.
- D. Provide and install suitable angle iron, channel iron or steel metal framing with accessories to support or brace electrical equipment including safety switches, fixtures, panelboards, etc.
- E. Paint all supporting metal not otherwise protected, with rust inhibiting primer and then with a finish coat if appropriate to match the surrounding metal surfaces. Prepainted or galvanized support material is not required to be painted or repainted.
- F. Do not use chains, perforated iron, baling wire or tie wire for supporting conduit runs. Use of clips to support conduit to top of t-bar ceiling grid will not be permit-ted.
- G. Obtain permission from Engineer before drilling or cutting structural members.
- H. Install surface mounted cabinets and panelboards with a minimum of four anchors.
- I. Do not fasten supports to pipes, ducts, mechanical equipment and conduit.
- J. Install products in accordance with manufacturer's instructions.

END OF SECTION

SECTION 260533
RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Conduit system with associated couplings, connectors and fittings. Conduits to be mechanically and electrically continuous from outlet to outlet and from outlets to cabinets, pull or junction boxes.
 - 1. Conduit Use - Rigid Galvanized Conduit:
 - a. All exterior and interior (Main Tipping FLR, Tipping Floor, Sorting Area) circuits above ground.
 - 2. Conduit Use - Electrical Metallic Tubing (EMT) Conduit:
 - a. All interior circuits above ground.
 - 3. Conduit Use - Metal Clad (MC) Cable:
 - a. All 15 and 20 amp branch circuits concealed in walls or ceilings.
 - 4. Conduit Use - Flexible Liquid-tight Metal Conduit:
 - a. Connecting motors, generators and other equipment subject to vibration, maximum length - 3 feet.
 - b. Passing through building expansion joints.
- B. Device Boxes: Provide each fixture switch, receptacle and other wiring device with a box of appropriate size and depth for its particular location use unless indicated otherwise.
- C. Pull boxes, junction boxes and wire troughs

1.02 REFERENCES

- A. ANSI C80.1 - Rigid Steel Conduit, Zinc Coated.
- B. ANSI/NFPA 70 - National Electric Code.
- C. NECA Standard of Installation.
- D. ANSI/NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit and Cable Assemblies.
- E. NEMA TC 3 - PVC Fittings for use with Rigid PVC conduit and tubing.
- F. ANSI C80.3 - Electrical Metallic Tubing, Zinc Coated.
- G. ANSI/NEMA OS1 - Sheet-steel outlet boxes, device boxes, covers and box supports.
- H. NEMA 250 - Enclosures for electrical equipment (1000 volts maximum).

1.03 SUBMITTALS

- A. Submit product data under provisions of Section 013300.
- B. Working Drawings:
 - 1. Prior to equipment submission, submit a list of proposed manufacturers with the products they produce proposed for the contract.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

2. Manufacturer's catalog cuts for the conduit, boxes, fittings and supports proposed for use.
3. Construction details of conduit racks and other conduit support systems with seismic restraint details and calculations signed by a licensed Engineer.
4. Scaled working drawings showing proposed routing of all conduits, inclusive of conduits routed above grade on exterior support structures, embedded in structural concrete and conduits directly buried in earth. Drawings shall show locations of pull and junction boxes and all penetrations in walls and floor slabs.

1.04 REGULATORY REQUIREMENTS

- A. Furnish products listed and classified by Underwriters Laboratories, Inc.
- B. Conform to requirements of ANSI/NFPA 70.

1.05 PROJECT RECORD DOCUMENTS

- A. Submit under provisions of Section 017839.
- B. Accurately record actual routing of all conduits.

1.06 FIELD SAMPLES

- A. Provide under provisions of Section 014500.
- B. Provide field sample of conduit two each at 2 feet in length.
- C. Provide field sample of expansion/deflection fitting, two each.

1.07 DELIVERY, STORAGE AND HANDLING

- A. Deliver, store, protect, and handle products in accordance with manufacturers' recommendations.
- B. Accept conduit on site. Inspect for damage.
- C. Protect conduit from corrosion and entrance of debris by storing abovegrade. Provide appropriate covering.

1.08 PROJECT CONDITIONS

- A. Verify all conduit routings by field measurements.
- B. Verify routing and termination locations of conduit prior to rough-in.
- C. Conduit routing is shown on Drawings in approximate locations unless dimensioned. Route as required to complete wiring system. Provide all required sweeps, boxes and fittings.

PART 2 - PRODUCTS

2.01 RIGID GALVANIZED CONDUIT

- A. Rigid conduit shall be hot dipped, galvanized, or electro-galvanized steel by Wheatland, Triangle, Republic or approved equal.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- B. Associated couplings, connectors and fittings shall be as manufactured by THOMAS & BETTS CORP., O.Z. GEDNEY CO., EFCOR or approved equal. Catalog numbers used below are those of THOMAS & BETTS CORP. based on 3/4-inch size and are considered standards by which equivalents are to be judged.
- C. ERICKSON couplings, Series 676 or approved equal, shall be used where neither length of conduit can be rotated.
- D. Conduit connectors shall be threaded type. Set screw and compression type connections ARE NOT acceptable.
- E. Sealing fitting locknuts shall be Series 142SL.
- F. Steel or malleable iron insulated bullet hub, Series 370-379, complete with sealing "O" ring. DO NOT use "die cast" material.
- G. Entrance ells shall be Series 1491 or approved equal.
- H. Combination coupling shall be Series 531 for connecting rigid galvanized conduit to electrical metallic tubing.

2.02 ELECTRICAL METALLIC TUBING (EMT)

- A. Electrical metallic tubing shall be WHEATLAND, TRIANGLE, REPUBLIC, or approved equal.
- B. Associated couplings, connectors and fittings shall be as manufactured by THOMAS & BETTS CORP., O.Z. GEDNEY CO., EFCOR, or approved equal. Catalog numbers used below are those of THOMAS & BETTS CORP. based on 3/4-inch size and are considered standards by which equivalents are to be judged.
- C. EMT connectors shall be TC-2125C compression type with threaded locknut. Set screw connectors will not be acceptable.
- D. EMT couplings shall be TK-2125C compression type. Set screw connectors will not be acceptable.

2.03 METAL CLAD CABLE (MC)

- A. Metal clad cable shall be manufactured by BICCGENERAL or approved equal.
- B. Associated couplings, connectors and fittings shall be as manufactured by THOMAS & BETTS CORP., O.Z. GEDNEY CO., EFCOR or approved equal.
- C. Conductors shall be types THHN and THWN. Ground wire shall be sized as per NEC with green THHN/THWN insulation. All conductors shall be cabled and wrapped in polyester tape. All conductors shall be rated for 600 VAC.
- D. Armor material shall be Aluminum Interlocked Armor.

2.04 DUCT SEAL

- A. RectorSeal or approved equal.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- B. Model #: 81881

2.05 FLEXIBLE LIQUID-TIGHT METAL CONDUITS AND FITTINGS

- A. Liquid-tight flexible metal conduit shall be ANACONDA or approved equal.
- B. Description: Interlocked steel construction with PVC jacket.
- C. Provide flexible liquid-tight conduits and fittings as manufactured by THOMAS & BETTS CORP., O.Z. GEDNEY CO. or approved equal. Catalog numbers used below are those of the THOMAS & BETTS CORP., based on 3/4" size and are to be considered as standards by which equivalents are to be judged. All conduit shall be liquid-tight flexible type, UL type UA, or suitable for exposure to continuous or intermittent moisture.
- D. Flexible liquid-tight connectors shall be Series 5333 or approved equal.

2.06 OUTLET AND DEVICE BOXES

- A. Acceptable Manufacturers: Raco, General Electric or approved equal.
- B. Sheet Metal Outlet Boxes - All concealed boxes shall be NEMA OS1, galvanized steel:
 - 1. Luminaire and Equipment Supporting Boxes: Rated for weight of equipment supported. Provide 1/2" male fixture stubs where required.
- C. Concrete Ceiling Boxes: Concrete type.
- D. Cast Boxes: All exposed surface mounted boxes shall be NEMA FB1, Type FD, cast fer alloy. Provide gasketed cover by box manufacturer.

2.07 JUNCTION BOXES

- A. Acceptable Manufacturers: RACO, GENERAL ELECTRIC or approved equal.
- B. Sheet metal boxes: NEMA OS1, galvanized steel.
- C. Covers: Galvanized steel.

2.08 WIRE TROUGH

- A. Wireways shall be manufactured by Square D, Class 526, rain tight trough or approved equal.
- B. Wireway shall be completely enclosed with removable covers.
- C. Construction: 16 Gauge Galvanized Steel. 8-inch and 12-inch wire trough shall be 14-gauge galvanized steel.
- D. Finish: ANSI-49 epoxy paint applied by cathodic electro-deposition paint process over a corrosion resistant phosphate preparation.
- E. UL listed.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

2.09 ELECTRICALLY CONDUCTIVE CORROSION-RESISTANT THREAD COMPOUND

- A. KOPR-SHIELD or approved equal.

PART 3 - EXECUTION

3.01 INSTALLATION OF CONDUITS

- A. Minimum size of conduits shall be 3/4-inch.
- B. Conduit joints shall be cut square, threaded, reamed smooth, and drawn up tight so conduit ends will butt in couplings, connectors and fittings.
- C. All threaded conduits and fittings shall have KOPR-SHIELD compound applied to all threads prior to assembly.
- D. Make bends or offsets with standard ells or field bends with an approved bender.
- E. Run concealed conduits in direct line with long sweep bends or offsets. Run exposed conduits parallel to and at right angles to building lines. Group multiple conduit runs in banks.
- F. Secure conduits to all boxes and cabinets with double locknuts and bushings so system will be electrically continuous from service to all outlets.
- G. Install conduit in accordance with NECA Standard of Installation.
- H. Cap ends of conduits to prevent entrance of water and other foreign material during construction.
- I. Complete all conduit systems before pulling conductors.
- J. Support conduits under provisions of Section 260529.
- K. Provide approved expansion joints or fittings and bonding jumpers where conduits in concrete pass through building expansion joints.
- L. Provide cable supports in conduits rising vertically in accordance with the National Electric Code, Article 300-19.
- M. Provide No. 12 AWG copper pull wires or nylon cord in all empty conduits. Steel wire not acceptable as pull wire.
- N. Install conduit to preserve fire resistance rating of partitions and other elements.
- O. Ground and bond conduit under provisions of Section 260526.
- P. Where neither length of conduit can be rotated, ERICKSON couplings Series 676 shall be used.
- Q. In areas where enclosed and gasketed fixtures and weatherproof devices are specified, where rigid conduit enters a sheet metal enclosure, junction box and outlet box, and not terminated in a threaded hub, a steel, or malleable iron nylon insulated bullet hub, complete with recessed sealing "O" ring, shall be used, Series 370-379 . DO NOT use die cast material.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- R. Conduits shall not be installed within concrete slabs unless specifically noted in contract documents; no exceptions.
- S. Where conduits running overhead pass through building expansion joints, install flexible liquid tight conduit of same size with sufficient slack to allow conduits on either side of expansion joint to move a minimum of 3-inches in any direction. Provide supports as required on each side of expansion joint, all in accordance with seismic requirements of specific area.
- T. Failure to route conduit through building without interfering with other equipment and construction shall not constitute a reason for an extra charge. Equipment, conduit and fixtures shall fit into available spaces in building and shall not be introduced into building at such times and manner as to cause damage to structure. Equipment requiring servicing shall be readily accessible.
- U. Arrange supports to prevent misalignment during wiring installation.
- V. Support conduit using coated steel or malleable iron straps, lay-in adjustable hangers, clevis hangers, and split hangers.
- W. Group related conduits; support using conduit rack. Construct rack using steel channel; provide space on each for 25 percent additional conduits.
- X. Do not support conduit with wire or perforated pipe straps. Remove wire used for temporary supports.
- Y. Do not attach conduit to ceiling support wires.
- Z. Arrange conduit to maintain headroom and present neat appearance.
- AA. Route exposed conduit parallel and perpendicular to walls.
- AB. Route conduit installed above accessible ceilings parallel and perpendicular to walls.
- AC. Route conduit in and under slab from point-to-point.
- AD. Do not cross conduits in slab.
- AE. Maintain adequate clearance between conduit and piping.
- AF. Maintain 12-inch clearance between conduit and surfaces with temperatures exceeding 104°F (40°C).
- AG. Bring conduit to shoulder of fittings; fasten securely.
- AH. Use conduit hubs with sealing locknuts to fasten conduit in damp and wet locations.
- AI. Install no more than equivalent of three 90-degree bends on interior locations between boxes. Use conduit bodies to make sharp changes in direction, as around beams. Use factory elbows for bends in metal conduit larger than 2-inch size.
- AJ. Avoid moisture traps; provide junction box with drain fitting at low points in conduit system.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- AK. Do not use dissimilar strap or clamp supports. Provide dielectric tape, fittings, straps, and bushings where dissimilar metals are used.
- AL. Where fittings for liquid-tight flexible conduit are brought into an enclosure with a knockout, a gasket assembly, consisting of one piece "O" ring, with a Buna-R sealing material, Series 5200, shall be installed on outside of box. Fittings shall be made of either steel or malleable iron only, and shall have insulated throats or insulated bushings.
- AM. A copper ground wire sized in accordance with NEC shall be installed on the inside of the conduit as a jumper around flexible conduit to assure a continuity of ground.
- AN. Install a copper jumper across all flexible conduit including lighting fixtures, controls and other utilization equipment.
- AO. Install liquid-tight flexible conduit in such a manner as to prevent liquids from running on surface toward fittings.
- AP. Allow sufficient slack conduit to reduce the effect of vibration.
- AQ. Complete all conduit systems before pulling the conductors.
- AR. Support in accordance with requirements of National Electric Code.

3.02 INSTALLATION OF BOXES

- A. Install boxes concealed in finished walls.
- B. Locate boxes to prevent moisture from entering or accumulating within them.
- C. Support boxes independently of conduit, as required by the National Electric Code.
- D. Provide 4" x 1-1/2" octagonal, 4" x 1-1/2" square or 4" x 2-1/8" square ceiling outlet boxes.
- E. Where required to hang a specific fixture, provide a fixture stud of the no-bolt, self-locking type on ceiling outlets.
- F. Provide 2-1/2" x 3-3/4" one gang masonry boxes for switches and receptacles installed concealed in concrete block walls. For increased cubic capacity, provide 3-1/2" x 3-3/4" one gang masonry boxes. Where more than two conduits enter the box from one direction, provide 4" square boxes with square cut device covers not less than 1" deep specifically designed for this purpose. Use round edge plaster rings only if the block walls are to be plastered. Use sectional or gang-type outlet boxes only in drywall construction.
- G. Provide 4-11/16" square outlet boxes with square cut device corners for block walls or round edge plaster rings for plastered walls for telephone outlets. Single gang device boxes are not acceptable.
- H. Provide fittings with threaded hubs for screw connections and with the proper type covers for switches and receptacles served by exposed conduit. Use pressed steel outlet only for ceiling fixture outlets.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- I. Provide condulets with threaded hubs and covers and with proper configurations for all changes of direction of exposed conduits. Standard conduit ells may be used if they do not interfere or damage or mar the appearance of the installation.
- J. Use boxes of sufficient cubic capacity to accommodate the number of conductors to be installed, in accordance with the National Electric Code.
- K. Effectively close unused openings in boxes with metal plugs or plates.
- L. Set boxes so that front edges are flush with finished surfaces.
- M. Support boxes from structural members with approved braces.
- N. Install blank device plates on outlet boxes left for future use.
- O. Provide bushings in holes through which cords or conductors pass.
- P. Install boxes so that the covers will be accessible at all times.
- Q. Electrical boxes may be installed in vertical fire resistive assemblies classified as fire/smoke and smoke partitions without affecting the fire classification, provided such openings occur on one side only in each framing space and that openings do not exceed 16 square inches. All clearance between such boxes and the gypsum board shall be completely filled with joint compound or approved fire-resistive compound. The wall shall be built around outlet boxes larger than 16 square inches so as not to interfere with the wall rating.

3.03 INSTALLATION OF PULL BOXES, JUNCTION BOXES AND WIRE TROUGHS

- A. Provide junction boxes as shown on Drawings and otherwise where required, sized according to number of conductors in box or type of service to be provided. Minimum junction box size 4-inch square and 2-1/8-inches deep. Provide screw covers for junction boxes.
- B. Install boxes in conduit runs wherever necessary to avoid long runs or too many bends. Do not exceed 100-foot runs without pull boxes. Install pull boxes at all 90-degree bends.
- C. Rigidly secure boxes to walls or ceilings. Conduit runs will not be considered adequate support.
- D. Install boxes with covers in accessible locations. Size boxes in accordance with the National Electric Code.
- E. Do not install pull boxes or junction boxes for joint use of line voltage and signal or low voltage controls unless all conductors are insulated for the highest voltage being used in the same box.

3.04 CONDUIT LOCATIONS

- A. Route all conduit concealed in walls or above finished ceilings. Provide boxes and conduits concealed in walls for all power and controls.
- B. Surface mounted conduits will only be allowed in unfinished areas. Surface mounted conduits shall only be permitted for vertical runs. All horizontal runs shall be installed above finished ceilings.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- C. All conduit shall be primed and painted to match existing adjacent wall color.
- D. Contractor shall not route conduits over pump motors, roof hatches and trolley beams which would prevent removal of pump motors.

END OF SECTION

SECTION 260553
IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Nameplates and labels.
- B. Wire and cable markers.
- C. Conduit markers.

1.02 SUBMITTALS

- A. Submit under provisions of Section 013300 - SUBMITTALS.
- B. Product Data: Provide catalog data for nameplates, labels and markers.
- C. Manufacturer's Instructions: Indicate application conditions and limitations of use stipulated by Underwriters Laboratories, Inc. Include instructions for storage, handling, protection, examination, preparation and installation of product.

1.03 REGULATORY REQUIREMENTS

- A. Conform to requirements of NFPA 70.
- B. Furnish products listed and classified by Underwriters Laboratories, Inc. as suitable for purpose specified and shown.

PART 2 - PRODUCTS

2.01 NAMEPLATES AND LABELS

- A. Nameplates: Engraved three-layer laminated plastic, white letters on black background.
- B. Locations:
 - 1. Motor Control Centers.
 - 2. Distribution panelboards.
 - 3. All control switches and pilot light devices.
 - 4. Transfer Switches.
 - 5. Generator Enclosure.
- C. Letter Size:
 - 1. Use 1/4 inch (6 mm) letters for identifying all control pilot lights.
- D. Labels: Embossed adhesive tape, with 3/16" (5mm) white letters on black background. Use for identifying existing equipment, distribution panels, switchboards, disconnect switches, and individual electrical devices.

2.02 WIRE MARKERS

- A. Manufacturers:

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

1. 3M ELECTRICAL SPECIALTY DIV., Product Scotch Code.
 2. THOMAS & BETTS CORP., Product E-Z Code.
 3. Substitutions shall be permitted only after receiving written approval from the Engineer.
- B. Description: Epoxy film tape type wire markers.
- C. Locations: Each conductor at panelboards, auxiliary gutters, pull boxes, outlet and junction boxes, circuit breakers and each load connection.
- D. Legend:
1. Power and Lighting Circuits: Branch circuit or feeder number indicated on drawings.
 2. Control Circuits: Control wire number indicated on interconnection diagrams on drawings.

2.03 CONDUIT MARKERS

- A. Manufacturers:
1. THOMAS & BETTS CORP.
 2. Substitutions shall be permitted only after receiving written approval from the Engineer.
- B. Description: Self-sticking vinyl; black letters on orange background.
- C. Location: Furnish markers for each conduit longer than 6 feet (1.8 m).
- D. Spacing: 20 feet (6 m) on center.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Degrease and clean surfaces to receive nameplates and labels.

3.02 APPLICATION

- A. Install nameplate and label parallel to equipment lines.
- B. Secure nameplate to equipment front using screws, rivets or adhesive.
- C. Secure nameplate to inside surface of door on panelboard that is recessed in finished locations.
- D. Apply conduit markers at 20 foot (6 m) intervals.

3.03 ELECTRICAL EQUIPMENT IDENTIFICATION

- A. The Contractor shall identify all existing circuits in existing distribution panels, switchboards and disconnect switches to remain.
- B. Label all circuits identifying the load served including all individual circuit breakers.
- C. Label all new circuit breakers and switches used for new feeder and branch circuits.
- D. Contractor shall furnish a minimum of 5 custom engrave three-layer laminated plastic labels with up to 20 words per label as directed by the engineer/owner in addition to the required labels for all pilot devices, switches, controls and timers.

MRF Roof, HVAC & Electrical Upgrades
Daniel P. Thomas MRF
Contract No.: 23-519

END OF SECTION

SECTION 262726
WIRING DEVICES

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Switches, receptacles, thermostats, device plates and other wiring devices as indicated on Drawings.

1.02 REFERENCES

- A. ANSI/NFPA 70 - National Electric Code.
- B. NEMA WD1 - General Purpose Wiring Devices.

1.03 SUBMITTALS

- A. Submit product data under provisions of Section 013300.
- B. Provide manufacturer's catalog information showing dimensions, colors and configuration.

1.04 REGULATORY REQUIREMENTS

- A. Furnish products listed and classified by Underwriters Laboratories, Inc. as suitable for purpose specified and shown.

PART 2 - PRODUCTS

2.01 RECEPTACLES

- A. Manufacturers: HUBBELL, BRYANT, GENERAL ELECTRIC.
- B. 20 amp, 125 VAC, NEMA WD-1, heavy duty.
- C. 20 amp, 125 VAC, NEMA WD-1, heavy duty, ground fault circuit interrupter.
- D. Duplex type.
- E. Device Plate: Stainless steel.
- F. Tamper-Resistant Receptacles.

2.02 MANUAL MOTOR RATED THERMAL SWITCH

- A. Acceptable Manufacturers: SQUARE D, Class 2510, Type KG1A, Type KG2C (3-pole, 600V) or approved equal.
- B. Contractor shall coordinate voltage, phase and current rating with equipment.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Mounting:
 - 1. Mount all switches 46-inches above finished floor to center line of switch unless noted otherwise.
 - 2. Mount all receptacles 18-inches above finished floor to center line of receptacle unless noted otherwise.
 - 3. Install switches with OFF position down.
- B. Polarity: Properly wire all receptacles so that the hot wire, the neutral wire and the ground wire connect to the proper terminal on all receptacles.
- C. Grounding: Install all devices in boxes specified under Section 260533 and install a No. 12 green ground wire from device grounding terminal to the outlet box in accordance with the National Electric Code.
- D. Install device plates on switch, receptacle and blank outlets in full contact with wall surface.
- E. Provide new SO cord for all chemical pumps and install plug end to match receptacle.

3.02 FIELD QUALITY CONTROL

- A. Inspect each wiring device for defects.
- B. Operate each wall switch with circuit energized and verify proper operation.
- C. Verify that each receptacle device is energized.
- D. Test each receptacle device for proper polarity.
- E. Test each GFCI receptacle device for proper operation.

END OF SECTION

SECTION 265000
LIGHTING

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Interior luminaries and accessories.
- B. Emergency lighting and units.

1.02 REFERENCES

- A. NEMA WD 6 - Wiring Devices - Dimensional Requirements.
- B. NFPA 70 - National Electric Code.
- C. NFPA 101 - Life Safety Code.
- D. LM-79-08, IESNA Approved Method for the Electrical and Photometric Measurements of Solid-State Lighting Products
- E. LM-80-08, IESNA Approved Method for Measuring Lumen Maintenance of LED Light Sources

1.03 SUBMITTALS

- A. Submit product data under provisions of Section 013300.
- B. Shop Drawings: Indicate dimensions and components for each luminaire that is not a standard product of the manufacturer.
- C. Product Data: Provide dimensions, ratings, performance data and installation instructions.
- D. Submit manufacturer's installation instructions. Indicate application conditions and limitations of use stipulated by Product testing agency specified under Regulatory Requirements. Include instructions for storage, handling, protection, examination, preparation and installation of Product.
- E. All foot candle calculations and photometrics must be provided with substitute products. Photometrics shall include a room by room analysis showing walls, room names and room numbers. Calculation points shall be 2 feet on center, measured at 30" above the floor. Maintained foot candle levels shall meet or exceed 30-40 foot candle in the tipping area. On each drawing, provide a table showing the Room Name, Room Number, Maximum Light Level, Minimum Light Level, Average Light Level, Min:Max Ratio and, IES File Model Number.
- F. All substitute LED light fixtures and LED retrofit lighting kits must be Design Lights Consortium (DLC) qualified.
- G. All substitute LED replacement lamps must be listed by Energy Star as Certified Light Bulbs.

1.04 REGULATORY REQUIREMENTS

- A. Conform to requirements of ANSI/NFPA 70.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- B. Furnish products listed and classified by Underwriters Laboratories, Inc.

1.05 EXTRA PRODUCTS

- A. Section 017800 - Closeout Submittals.
- B. LED Fixtures: At completion of installation, deliver to Owner.
 - 1. Five (5%) percent of additional fixtures for each type specified on the light fixture schedule with a minimum of one (1) fixture.

PART 2 - PRODUCTS

2.01 LIGHTING UNITS

- A. Refer to lighting fixture schedule on drawings for fixture manufacturer, catalog number, and fixture description.
- B. Provide electronic energy saving drivers.
- C. All fixtures equipped with emergency battery packs shall have test light and switch accessible and visible from the room floor.

2.02 LIGHTING FIXTURE NOTES

- A. **MOUNTING:** Electrical Contractor is responsible for reviewing all mounting arrangements prior to ordering any products. Electrical Contractor is responsible for ordering all of the proper fixtures, mounting hardware and miscellaneous fasteners to complete project. Fixtures to be secured to the structure from a minimum of two points, at opposing ends of the fixture when ceiling recessed or surface mounted. Four points shall be secured where necessary for the fixture to be parallel and tight to underside of ceiling. All recessed fixtures to fit tight to ceiling to eliminate all light leaks. Trim kits, when not secured internally to fixture, shall be secured to structure at a minimum of two points.
- B. **MOUNTING:** Prior to submitting and ordering any light fixture, Contractor is responsible for verifying adequate mounting clearances for all light fixtures that are to be recessed into a grid type ceiling. Where new ceilings are to be installed, contractor shall coordinate with ceiling installers for exact mounting heights and required mounting spaces.
- C. **FINISHES:** All exposed portions (permanent or adjustable) of fixtures to be finished by the manufacturer in a finish as specified.
- D. Fixtures shall come pre-assembled and complete with all sockets (incandescent to be spring supported), lamp ends, ballasts, transformers, fixture ends, trim rings, plates, and low density mounting kits (as required) for a complete installation.
- E. **LENSES:**
 - 1. Minimum 0.125" thick and to be virgin acrylic.
 - 2. Low voltage - Tempered glass, to enclose lamp.
- F. **LAMPS:** Sylvania, Phillips or General Electric, as selected by the Electrical Contractor. Note, all lamps for one project to be furnished by the same manufacturer unless otherwise specified. At the end of the project, the Electrical Contractor shall turn over to the Owner one lamp

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

envelope from each type installed. The Contractor shall be responsible for replacing all lamps which burn out during construction and up to ninety (90) days after Owner occupancy of the building.

- G. **VOLTAGE:** As noted on the lighting fixture schedule. Contractor is responsible for field verifying available voltage(s) and ordering fixtures, ballasts, and transformers accordingly.
- H. **ORDERING:** It is solely the responsibility of the Contractor to order fixtures, lamps, mounting brackets and accessories so that the fixtures will be installed and operating upon Owner Occupancy opening. Contractor is responsible for all delays because of his/her lack of effort to order the products in a timely manner.
- I. **SHIPPING:** The light fixture manufacturer shall mark the fixture type as indicated on the contract drawings and/or shop drawings on the respective carton when shipping luminaries. The Contractor shall be responsible for checking each carton immediately upon receipt for verification that fixtures are undamaged and no contents are missing. All discrepancies must be reported to shipper and manufacturer immediately; otherwise the Contractor shall be responsible for items which are lacking or damaged.

2.03 WARRANTY

- A. All light fixtures shall have a 5-year manufacturer's warranty. Warranty shall begin on date of substantial completion.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Install fixtures in accordance with manufacturer's instructions.
- B. Mount fixtures in locations as shown on drawings and as called for in schedule on electrical drawings. Determine type of ceiling to be installed in each space from drawings and schedules and furnish fixtures suitable for the exact type.
- C. Joints in fixture wiring shall be made using wire nuts, pre-insulated Scotch locks, or other approved mechanical means of connection.
- D. Adjustable type fixtures shall be adjusted by the Contractor to illuminate intended area to satisfaction of the Engineer.
- E. Surface fixtures in or on plastered or drywall ceilings shall be supported from pieces of support channel spanning across main support channels and shall not depend on ceilings for support.
- F. Coordinate fixture locations to clear diffusers, ductwork, piping, etc.
- G. Maintain integrity of enclosures on all enclosed and gasketed fixtures. Minimize number of enclosure penetrations and make such penetrations water and dust tight with appropriate gasketing and fittings.
- H. Fixtures are to fit tight against construction to eliminate light leaks.
- I. Recessed downlights are to be provided with adjustable mounting bars/frames for drywall or lay-in ceilings as required. Fixtures shall be securely fastened to the ceiling framing member by

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

mechanical means such as bolts, screws, rivets, or listed clips identified for use with the type of ceiling framing members and fixtures.

- J. Support recessed fixtures 2 foot x 2 foot and larger using a minimum of four independent wire hangers, one on each corner, of same gauge as ceiling suspension system supported from building structure independent of ceiling framing. Install earthquake clips to secure recessed grid-suspended luminaries in place.
- K. Wall-mounted fixtures shall be mounted plumb with building lines and installed with proper box and cover hardware.
- L. Surface-mounted fixtures are to cover mounting hardware. Use a canopy that is no longer than the length and width of the fixture and at a height that is no higher than required to mount the fixture absolutely vertical. Fixtures shall be plumb and shall align with building lines and with each other. Support surface mounted luminaries on grid ceiling directly from building structure. Secure to prevent movement.
- M. Stem-mounted fixtures are to be mounted to be absolutely vertical or horizontal. Install suspended luminaries using pendants supported from swivel hangers or in accordance with details shown in drawings. Provide pendant length required to suspend luminaire at indicated height. Support stem-mounted fixtures directly from the building structure.
- N. Install recessed luminaries using accessories and firestopping materials to meet regulatory requirements for fire rating. In fire rated ceilings, recessed luminaries must carry one-hour UL fire rating classification.
- O. Install all accessories specified with each fixture. Install recessed luminaries to permit removal from below.
- P. Bond products and metal accessories to branch circuit equipment grounding conductor.
- Q. At completion of installation and before turning over to owner, clean and remove all dirt and smudges from all lighting fixtures including lenses, louvers and reflectors.
- R. Replace LED luminaries that have failed at completion of project.

END OF SECTION

SECTION 283100
FIRE DETECTION AND ALARM

PART 1 -GENERAL

1.01 SECTION INCLUDES

- A. Addressable Duct Smoke Detectors.
- B. Fan Shutdown
- C. Control Module (Addressable Relay)

1.02 REFERENCES

- A. NFPA 70 - National Electrical Code.
- B. NFPA 72, 72G, 72H - National Fire Alarm Code.
- C. NFPA 101 - Life safety code.

1.03 WORK INCLUDED

- A. Furnish and install as described in these specifications and as indicated on the drawings, fire alarm and smoke detection equipment with battery backup.
 - 1. All equipment shall be UL listed under category UOJZ as an integrated control system; equipment listed under category UOXX as a control unit accessory shall not be acceptable. The installation shall meet the applicable requirements of NFPA 72 and New York State Code, as well as those standards set by the authorities having jurisdiction.
 - 2. All panels and peripheral devices shall be the standard product of a single manufacturer and shall display the manufacturer's name on each component. The catalog numbers specified under this section constitute the type, product quality, material and desired operating features.
 - 3. Provide all labor, materials and services to perform all operations required for the complete installation and related work shown on the drawings and as specified herein.
 - 4. All electrical work and equipment shall meet the requirements of NFPA 70 and 72.

1.04 SUBMITTALS

- A. Submit product data as required by Section 013300.
 - 1. Two copies of all submittals shall be submitted to the Architect/Engineer for review.
 - 2. All references to manufacturer's model numbers and other pertinent information herein is intended to establish minimum standards of performance, function and quality.
 - 3. Equivalent equipment (compatible UL-Listed) from other manufacturers may be substituted for the specified equipment as long as the minimum standards are met, and upon approval of the Architect/Engineer.
- B. Shop drawings:
 - 1. Provide a list (bill of materials) of all types of equipment and components provided.
 - 2. Provide annunciator layout and system wiring diagram showing each device and wiring connection required, including existing equipment. Provide a description of operation of the system. Provide system ampere load and time calculations to substantiate compliance

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

with battery back up (24 hours in non-alarm condition followed by 5 minutes in alarm, after normal power loss)

3. Sufficient information, clearly presented shall be included to determine compliance with drawings and specifications.
4. Include manufacturer's printed product data with name(s), model numbers, ratings, power requirements, equipment layout, device arrangement, complete wiring point-to-point diagrams, and conduit layouts.

C. Manuals:

1. Submit simultaneously with the shop drawings, complete operating and maintenance manual listing the manufacturers name(s) including technical data sheets.
2. Wiring diagrams shall indicate internal wiring for each item of equipment and the interconnections between the items of equipment.
3. Provide a clear and concise description of operation that gives, in detail, the information required to properly operate the equipment and system.
4. Indicate application conditions and limitations of use stipulated by product testing agency.
5. Include instructions for storage, handling, protection, examination, preparation, installation, and starting of products

D. Test Reports and Certifications:

1. Indicate satisfactory completion of required tests and inspections.
2. Together with the shop drawing submittal, submit a certification from the major equipment manufacturer indicating that the proposed supervisor of installation and the proposed performer of contract maintenance is an authorized representative of the major equipment manufacturer. Include names and addresses in the certification.

1.05 PROJECT RECORD DOCUMENTS

- A. Submit under provisions of Section 017839.
- B. On as-built installation drawings: Record actual locations of initiating devices, signaling appliances, and end-of-line devices, including those that are existing.
- C. Provide a written sequence of operation to the owner.
- D. Provide site specific software and program, including all addressable points.
- E. A completed NFPA 72 Inspection and Testing form shall be submitted to the owner, prior to system acceptance.

1.06 OPERATION AND MAINTENANCE DATA

- A. Submit under provisions of Section 017839.
- B. Maintenance and testing shall be on a semiannual basis or as required by the Authority Having Jurisdiction (AHJ). A preventive maintenance schedule shall be provided by the Contractor that shall describe the protocol for preventative maintenance. The schedule shall include:
 1. Systematic examination, adjustments and cleaning of all detectors, manual fire alarm stations, control panels, power supplies, relays and all accessories of the fire alarm system.
 2. Each circuit in the fire alarm system shall be tested semiannually.
 3. Each smoke detector shall be tested in accordance with the requirements of NFPA 72 Chapter 7.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

1.07 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing the products specified in this section with minimum ten (10) years documented experience, and with service facilities within fifty (50) miles of project location.
- B. Installer: Company specializing in installing the products specified in this section with minimum three (3) years documented experience, and certified by the State of New York as fire alarm installer.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. EXISTING EDWARDS UNITED TECHNOLOGIES iO Series

2.02 GENERAL

- A. All equipment and components shall be new, and the manufacturer's current model. The materials, appliances, equipment and devices shall be tested and listed by a nationally recognized approval agency for use as part of a protected premises protective signaling (fire alarm) system.
- B. All equipment and components shall be installed in strict compliance with manufacturers' recommendations. Consult the manufacturer's installation manuals for all wiring diagrams, schematics, physical equipment sizes, etc., before beginning equipment installation.
- C. All equipment shall be attached to walls and ceiling/floor assemblies and shall be held firmly in place (e.g., detectors shall not be supported solely by suspended ceilings). Fasteners and supports shall be adequate to support the required load.

2.03 CONDUIT AND WIRE

- A. Conduit:
 - 1. Conduit shall be in accordance with the National Electric Code (NEC), local and state requirements.
 - 2. All wiring shall be installed using plenum rated cable.
 - 3. Cable must be separated from any open conductors, as per NEC Article 760-29.
 - 4. Wiring for 24 volt control, alarm notification, emergency communication and similar power-limited auxiliary functions may be run in the same conduit as initiating and signaling line circuits. All circuits shall be provided with transient suppression devices and the system shall be designed to permit simultaneous operation of all circuits without interference or loss of signals
 - 5. Conduit shall enter the Fire Alarm Control Panel, Remote Annunciator Panel and/or backboxes where conduit entry is designated and permitted by the FACP manufacturer.
 - 6. Conduit shall be ¾ inch (19.1 mm) minimum.
 - 7. In finished areas where conduit cannot be concealed, surface mounted conduit is to be used.
- B. Wire:
 - 1. All fire alarm system wiring shall be new.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

2. Wiring shall be in accordance with local, state and national codes (e.g., NEC Article 760), and as recommended by the manufacturer of the fire alarm system. Number and size of conductors shall be as recommended by the fire alarm system manufacturer, but not less than 18 AWG (1.02 mm) for Initiating Device Circuits and Signaling Line Circuits, and not less than 14 AWG (1.63mm) for Notification Appliance Circuits. All wiring shall be of the type recommended by the manufacturer.
 3. All wire and cable shall be listed and/or approved by a recognized testing agency for use with a protective signaling system.
 4. All wire and cable shall have a fire resistance rating suitable for the installation as indicated in NFPA 70, and shall test free from grounds or crosses between conductors.
 5. Wiring used for the multiplex communication loop shall be twisted and shielded and installed in conduit unless specifically excepted by the fire alarm equipment manufacturer. The system shall permit use of IDC and NAC wiring in the same conduit with the communication loop
 6. All field wiring shall be completely supervised.
- C. Terminal Boxes, Junction Boxes and Cabinets:
1. All boxes and cabinets shall be UL listed for their use and purpose.
- D. Circuits shall be arranged to serve like categories (manual, smoke, horn, strobe). Mixed category circuitry shall not be permitted except on signaling line circuits connected to addressable reporting devices.

2.04 SEQUENCE OF OPERATIONS

- A. Basic Addressing and Circuiting Guidelines
1. The addressable fire alarm system shall provide an individual multiplex data address for each addressable manual fire alarm station, addressable area smoke detector, addressable duct smoke detector, addressable heat detector, Monitor Zone Addressable Module (MZAM), Control Zone Addressable Module (CZAM) or Signal Zone Addressable Module (SZAM). The FACP shall be able to support up to a system total of two hundred fifty four (516) individual addresses.
 2. The FACP shall provide NFPA Standard 72A, Style 4 (Class B, two wire) addressable data communications circuits (MAPNET) to provide connection of and communication with the addressable devices, as required by these Specifications and/or as shown on the Drawings. Each addressable data communications circuit (MAPNET) shall provide the capability of communicating with up to one hundred twenty-seven (127) addressable devices.
- B. Fire Alarm System Sequence of Operation
1. The FACP central processing unit (CPU) shall provide for the monitoring of addressable, smoke sensors. Each smoke sensor shall be individually monitored for its normal output voltage level, which is a function of accumulating environmental factors such as dirt and dust. The normal output voltage level shall be digitized and transmitted to the FACP CPU every four (4) seconds. The FACP CPU shall maintain a moving average of these normal voltage outputs in an individual sensor average file. When smoke enters the sensor, the output voltage rises in direct proportion to the density of the smoke and the alarm condition of each smoke sensor is determined at the FACP CPU by comparing the current actual value with the sensor's normal average value combined with the alarm threshold programmed for that sensor. The alarm threshold may be individually programmed for each smoke sensor as a sensitivity percentage (0.5%, 1.0%, 1.5%, 2.0%, 2.5%, 3.0% and 3.7%) above its normal average value. The sensitivity percentage for each sensor may also be programmed to change as a function of the time of day and day of week. When

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

an individual sensor's normal average value rises to a fixed, preset level due to excess accumulation of dirt and dust, a system trouble condition shall be generated and a "sensor dirty" message shall be displayed, for that sensor, on the FACP LCD display and entered into the system historical trouble log. If the sensor is not cleaned and further accumulation occurs that would degrade proper sensor operation, a second system trouble condition shall be generated and a "sensor excessively dirty" message shall be displayed and entered into the system historical trouble log.

2. Operation of any manual fire alarm station or activation of any smoke sensor, area smoke detector, duct smoke detector, or heat detector throughout the building shall automatically:
 - a. Sound all horns throughout the building with an individual Temporal '3' Code. The alarm signals may be silenced during the alarm condition by operation of the FACP alarm silence switch. Subsequent alarm conditions shall re-sound the alarm horns.
 - b. Flash all alarm strobe lights throughout the building. The alarm strobe lights shall be turned off when the system is reset.
 - c. Display a general alarm indication and system status summary (numbers of alarm, supervisory and/or trouble conditions) on the FACP liquid crystal display (LCD). Pressing the alarm acknowledge key shall display, for thirty (30) seconds, the individual device or circuit display, to include the "alarm" status and custom label (up to forty characters and spaces) for the addressable device or circuit of alarm initiation on the liquid crystal display (LCD). At the end of the thirty (30) second period, the general alarm indication and system status summary shall again be displayed. The individual device/circuit display may be recalled at any time by repressing the alarm acknowledge key or until the alarm condition is reset to normal.
 - d. Enter the alarm condition custom label with time and date of occurrence into the FACP historical alarm log for future recall.
 - e. Shutdown all fans over 1000 CFM.
 - f. Release Magnetic Door Hold Opens.
 - g. Recall elevator
 - 1) Existing sequence of operations to remain.
 - h. Activate circuit for to initiate alarm to central station. The Central station monitoring shall be furnished by owner.
3. Operation of any carbon monoxide detector the building shall automatically:
 - a. Sound the integral sounder base on the carbon monoxide detector in alarm only, with an individual Temporal '4' Code. The alarm signals shall only be silenced when carbon monoxide detector is no longer in alarm.
 - b. Display/sound an alarm indication and system status summary (numbers of alarm, supervisory and/or trouble conditions) on the FACP liquid crystal display (LCD) stating "Carbon Monoxide Alarm". Pressing the alarm acknowledge key shall display, for thirty (30) seconds, the individual device or circuit display, to include the "alarm" status and custom label (up to forty characters and spaces) for the addressable device or circuit of alarm initiation on the liquid crystal display (LCD). At the end of the thirty (30) second period, the general alarm indication and system status summary shall again be displayed. The individual device/circuit display may be recalled at any time by repressing the alarm acknowledge key or until the alarm condition is reset to normal.
 - c. Enter the alarm condition custom label with time and date of occurrence into the FACP historical alarm log for future recall.
 - d. Shutdown all fans over 1000 CFM.
 - e. Release Magnetic Door Hold Opens.
 - f. Recall elevator
 - 1) Existing sequence of operations to remain.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- g. Activate circuit for to initiate alarm to central station stating "Carbon Monoxide Alarm". The Central station monitoring shall be furnished by owner.

2.05 MAIN FIRE ALARM CONTROL PANEL

- A. Existing fire alarm system control panel(s) as per drawing.

2.06 SMOKE SENSORS

- A. Shall be compatible with the existing fire alarm control panel as stated in the installation manuals and shall be addressable. Include the following features:
 - 1. Operating Voltage: 24 VDC, nominal,
 - 2. Self-Restoring: Detectors do not require resetting or readjustment after actuation to restore normal operation,
 - 3. Plug-In Arrangement: Sensor and associated electronic components are mounted in a module that connects to a fixed base with a twist-Locking plug connection. Base shall provide break-off plastic tab that can be removed to engage the head/base locking mechanism. No special tools shall be required to remove head once it has been locked. Removal of the detector head shall interrupt the supervisory circuit of the fire alarm detection loop and cause a trouble signal at the control unit,
 - 4. Each sensor base shall contain) LED that will flash each time it is scanned by the Control Unit (once every 4 seconds). In alarm condition, the detector head LED shall be on steady.
 - 5. Each sensor base shall contain a magnetically actuated test switch to provide for easy alarm testing at the sensor location,
 - 6. Each sensor shall be scanned by the Control Unit for its type identification to prevent inadvertent substitution of another sensor type, Upon detection of a "wrong device", the control unit shall operate with the installed device at the default alarm settings for that sensor; 2.5% obscuration for photoelectric sensor, 135-deg F and 15-deg F rate-of-rise for the heat sensor, but shall indicate a "Wrong Device" trouble condition.
 - 7. The sensor's electronics shall be immune from false alarms caused by EMI and RFI.
 - 8. Addressability. Sensors include a communication transmitter and receiver in the mounting base having a unique identification and capability for status reporting to the FACP. Sensor address shall be located in base to eliminate false addressing when replacing sensors.
 - 9. Removal of the sensor head for cleaning shall not require the setting of addresses.
- B. Type: Smoke sensors shall be of the photoelectric type where acceptable per manufacturer specifications ionization type sensors may be used.
- C. Duct Smoke Detector: Photoelectric type, with sampling tube of design and dimensions as recommended by the manufacturer for the specific duct size and installation conditions where applied.
 - 1. The Duct Housing shall provide a supervised relay driver circuit for driving up to 15 relays with a single "Form C., contact rated at 7 A@ 28VDC or 10A@ 120V AC.
 - 2. Duct Housing shall provide a relay control trouble indicator Yellow LED.
 - 3. Compact Duct Housing shall have a transparent cover to monitor for the presence of smoke. Cover shall secure to housing by means of four (4) captive fastening screws.
 - 4. Duct Housing shall provide two (2) Test Ports for measuring airflow and for testing. These ports will allow aerosol injection in order to test the activation of the duct smoke detector.
 - 5. For maintenance purposes, it shall be possible to clean the duct housing sampling tubes by accessing them through the duct housing front cover.
 - 6. Each duct detector shall have a Remote Test Station with an alarm LED and test switch. Duct Smoke Sensor Shall be Simplex Model 4098-9755 Photoelectric type with sampling

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

tube of design and dimensions as recommended by the manufacturer for the specific duct size and installation conditions where applied.

7. Duct Housing shall provide a relay control trouble indicator Yellow LED.
 - a. Compact Duct Housing shall have a transparent cover to monitor for the presence of smoke. Cover shall secure to housing by means of four (4) captive fastening screws.
 - b. Duct Housing shall provide two (2) Test Ports for measuring airflow and for testing. These ports will allow aerosol injection in order to test the activation of the duct smoke sensor.
 - c. Duct Housing shall provide a magnetic test area and Red sensor status LED.
 - d. For maintenance purposes, it shall be possible to clean the duct housing sampling tubes by accessing them through the duct housing front cover.
 - e. Each duct sensor shall have a Remote Test Station with an alarm LED and test switch.
8. All exterior duct detectors shall be provided with a weatherproof duct housing enclosure.

2.07 FAN SHUT DOWN

- A. The contractor shall provide fan shutdown for all equipment in the mechanical equipment survey rated 1000 CFM or greater. All ducted equipment in the mechanical equipment survey rated 2000 CFM or greater shall have return duct smoke detectors, remote LED indicators and fan shutdown control. All ducted equipment in the mechanical equipment survey rated 15,000 CFM or greater shall have supply and return duct smoke detectors, remote LED indicators and fan shutdown control.
- B. All fan reset control shall be independent of fire alarm panel reset control.
- C. Provide all control modules; independent reset control modules and duct smoke detectors as required. Provide all required power and control wiring including motor starters.
- D. Contractor shall submit control drawings for architect/engineer approval.

2.08 GRAPHIC MAP

- A. Contractor shall provide updated drawings showing all existing and new fire alarm devices. As-built drawings will be provided to the contractor in PDF format showing all existing devices. A new 24"x36" copy of each full fire alarm system including new and existing fire alarm devices shall be folded and placed in each FACP.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. No installation shall begin without approved plans from the fire marshal or AHJ.
- B. The entire system shall be installed in a workmanlike manner, in accordance with approved manufacturer's wiring diagrams. The Contractor shall furnish all conduit, wiring, outlet boxes, junction boxes, cabinets and similar devices necessary for the complete installation.
- C. All penetrations of floor slabs and fire walls shall be fire stopped in accordance with all local fire codes.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- D. End of Line Devices (Resistors/Diodes/Capacitors): Shall be furnished as required for mounting as directed by the manufacturer.
- E. All wiring shall be color coded throughout, to National Electrical Code standards and a minimum of No. 18 AWG., unless otherwise noted. All wiring shall be of the type recommended by the manufacturer.
- F. All wires shall test free from grounds or crosses between conductors.
- G. Fire alarm system terminal and junction locations shall be identified in accordance with NFPA Standard 70, Section 760-3. Terminal and junction boxes shall be painted red and stenciled in white letters "FIRE ALARM", preventing unintentional interference with the fire alarm system wiring during testing, servicing and additional modifications to the system.
- H. All final connections between system equipment and the wiring shall be made under the supervision of a trained manufacturer's technical representative.
- I. The contractor shall submit to the Authority Having Jurisdiction (AHJ), all necessary drawings and equipment specifications required for a complete AHJ approved system. Drawings shall be prepared by the Contractor.
- J. **The Contractor shall have a licensed New York State Professional Engineer Stamp all drawings and applications, including submittals for construction. Pay for all fees to obtain all necessary permits.**
- K. All junction boxes housing relays must be labeled with P-Touch type labeler with relay point number and device it serves, i.e. (0001-Flow Switch 1).
- L. Contractor to review points list prior to programming with Owner. Contractor only to program approved points list. Any changes to program not previously approved by Owner will be done at Contractor's expense.

3.02 CLEAN UP

- A. Upon completion of the installation, all debris created by the installation shall be removed from the premises or disposed of as directed by the Owner.
- B. It shall be the responsibility of the installing contractor to assure that construction debris does not adversely affect any sensing devices installed as part of this project. Should it be deemed necessary by the engineer, owner or AHJ, the installing contractor shall be responsible for the clearing of all devices prior to final acceptance.

3.03 TESTS

- A. Prior to the final acceptance test, the Contractor and a trained manufacturer's technical representative shall test the completed system for proper operation. The system shall be demonstrated to perform all of the functions as below listed in 3.04 C. Any system, equipment or wiring failures discovered during said test shall be repaired or replaced before requesting scheduling of the final acceptance test.

MRF Roof, HVAC & Electrical Upgrades

Daniel P. Thomas MRF

Contract No.: 23-519

- B. The system shall be tested for final acceptance in the presence of the Owner's representative, Architect's representative, Engineer's representative, the local Code enforcement official, Contractor's representative and the Manufacturer's representative.
- C. During the final acceptance test:
 - 1. Every new system control function shall be tested for its proper operation.
 - 2. All supervised circuits shall be opened at two (2) locations to test for proper supervision.
- D. Upon successful completion of all final acceptance tests, the Contractor's and Manufacturer's representatives shall each author and sign a letter confirming the successful completion of testing. Two (2) copies of each letter shall be forwarded to the Owner's representative, the Architect's representative, the Engineer's representative and the local Code enforcement official.
- E. All final acceptance testing shall be done at a time convenient to the local Code enforcement official and the Owner's representatives and all testing costs shall be born by the Contractor as part of this Contract.

3.04 DOCUMENTATION AND TRAINING

- A. The Contractor shall provide the services of a trained manufacturer's employee for a period of two (2) hours, during normal business hours, to instruct the Owner's designated personnel on the operation and maintenance of the entire system.

3.05 MAINTENANCE AND TESTING AGREEMENT

- A. The equipment manufacturer shall provide to the Owner a price quotation for a one (1) year fire alarm system maintenance and testing agreement to begin upon final acceptance of the system. System Supplier shall have a local service organization with a minimum of 20 factory trained technicians. Technicians shall be NICET Level 2 certified.

3.06 SERVICE AND MAINTENANCE

- A. The equipment manufacturer shall make available a fully equipped service organization, capable of guaranteeing an on-site service response time within eight (8) hours to a service request call. Said service shall be available twenty-four (24) hours per day and seven (7) days per week.
- B. The equipment manufacturer shall make available, to the Owner, a price quotation for a one (1) year maintenance and testing agreement, to take effect on the date of final acceptance

END OF SECTION