## **BID SPECIFICATIONS FOR**

# **RFB-DCB-04-24**

# DUTCHESS COUNTY PUBLIC TRANSIT FACILITY RENOVATION PHASE II



## COUNTY OF DUTCHESS NEW YORK

## **BIDS DUE:**

APRIL 12, 2024 at 11:00 a.m.

## **Submit bids to:**

Renée Osterhoudt, Contract Specialist County of Dutchess Department of Public Works 626 Dutchess Turnpike Poughkeepsie, NY 12603

**Sue Serino County Executive** 

Robert H. Balkind, P.E. Commissioner of Public Works

# PROJECT MANUAL

**FOR** 

# DUTCHESS COUNTY PUBLIC TRANSIT FACILITY RENOVATIONS PHASE II RFB-DCB-04-24



## PREPARED FOR:

Dutchess County Public Transit 14 Commerce Street Poughkeepsie, Dutchess County, New York



## PREPARED BY:





MJ Project No. 1636.01

**February 5, 2024** 



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## RFB-DCB-04-24 DUTCHESS COUNTY PUBLIC TRANSIT FACILITY RENOVATIONS PHASE II

## **BID SUBMISSION CHECKLIST**

This bid submission checklist MUST be <u>completed</u> and submitted with your response, to assure compliance with all required documentation. Bidders who fail to provide all of the following items (completed and signed), may be deemed as non-responsive:

## BIDDER'S SUBMISSION INCLUDES

CHECK	DESCRIPTION
	Bid Submission Checklist (this document)
	Bid Proposal Form
	Bid Bond
	Non-Collusion and Iranian Divestment Certification
	Statement of Understanding of Indemnification and Insurance Requirements
	Labor Standards Notice and Proof of Apprenticeship Program
	Materials and Equipment Supplier Listing
	Performance Bond Information Form
	Insurance Information Form
	Contractor Qualifications Information
	Form 1: Dutchess County Business Certification
	Form 2: Disadvantaged Business Enterprise (DBE) Utilization
	Form 3: Letter of Intent
	Form 4: Federal Tax Liability and Recent Felony Convictions
	Form 5: Debarment and Suspension Certification
	Form 6: Lobbying Restrictions Certification
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Statement of Understanding – Indemnity & Insurance Requirements

Labor Standards Notice

Bid Bond

00485 Performance Bond Information Form

00490 Insurance Information Form (Sample Insurance is attached only for reference regarding format)

Contractor's Qualification Statement

#### POST BID REQUIREMENTS

Section 00450 Materials and Equipment Supplier Listing

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00520 Lump Sum Bid Breakdown - General Construction

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## **CONTRACT DOCUMENTS**

Section 00600 DCDPW Notice of Award

00610 DCDPW Notice to Proceed

Dutchess County Standard Form of Agreement Between Owner and Contractor

Payment Bond and Performance Bond

#### CONDITIONS OF THE CONTRACT

Section Dutchess County General Conditions of the Contract for Construction

NYS Prevailing Wage Rates PRC#2024000646 Federal Contract Clauses and Requirements FTA Contract Clauses and Certifications

Buy America End Products List

## **ATTACHMENTS: Technical Specs and Drawings**

#### NOTICE TO BIDDERS-RFB-DCB-04-24

NAME OF PROJECT: Dutchess County Public Transit Facility Renovations Phase II

Multiple Prime Bids shall be received for the following classes of work: General Construction, Electrical, HVAC, and Plumbing

Project Description: This project consists of a new building addition, and both building and site alterations to the existing Public Transit Facility at 14 Commerce Street, Poughkeepsie, NY 12603.

The County of Dutchess official bid documents for this project are obtained from the Empire State Purchasing Group's Regional Bid Notification System at <a href="www.bidnetdirect.com/new-york/county-of-dutchess">www.bidnetdirect.com/new-york/county-of-dutchess</a>. Copies of bidding documents obtained from any other source are not considered official copies. It is incumbent upon all potential bidders to view all posted addenda prior to the bid close date. You may obtain an official copy by registering on the Empire State Regional Bid Notification System at <a href="www.bidnetdirect.com/new-york/county-of-dutchess">www.bidnetdirect.com/new-york/county-of-dutchess</a> or by using the link provided at <a href="www.dutchessny.gov">www.dutchessny.gov</a>, selecting "Government" then selecting "Bidding and RFP Opportunities." For those without Internet access, you may obtain an electronic copy of bidding documents by contacting the Dutchess County Department of Public Works at <a href="mailto:dpwcontracts@dutchessny.gov">dpwcontracts@dutchessny.gov</a>, or in person, Monday through Friday, 8 am to 4 pm: Dutchess County DPW, Business Office, 1st Floor, 626 Dutchess Turnpike, Poughkeepsie, NY 12603.

Upon request, all interested parties may review the hard copy of the Bid Specifications and Drawings by visiting the above referenced address.

All Addenda will be posted on BidNet Direct (aka Empire State Purchasing Group) site.

Bids due on or before 11:00 a.m. on Friday, April 12, 2024, and at that time opened and read aloud. Bids received after that time will not be accepted.

Bids for the above project will be received by: Renée Osterhoudt, Contract Specialist Dutchess County Department of Public Works (DPW) 626 Dutchess Turnpike-1st Floor Poughkeepsie, NY 12603

All interested parties are invited to attend. The bid opening for this solicitation may also be attended through Microsoft Teams Audio Conferencing. Anyone who wishes to hear bids read aloud via Teams, will need to call into the phone number listed below. We ask that you call in at least three minutes prior to bid due/time to ensure you are connected properly. All call-ins will be asked to identify themselves by name and organization.

## **Join Microsoft Teams Meeting**

+1 516-268-4602 United States, Hempstead (Toll)

Conference ID: 324 878 048#

Each bid shall be submitted as one paper original and one electronic copy on USB flash drive and be accompanied by Bid Security (bid bond, certified check, official bank check made payable to the Dutchess County Commissioner of Finance) or an Irrevocable Letter of Credit (in a form agreeable to Dutchess County) in the amount of 10% of the bid amount. Bidders' security will be retained until the successful bidder has signed the Owner-Contractor Agreement and the County has finalized the Agreement.

Each bid with Bid Security shall be enclosed in a sealed envelope bearing the name of the Project, Name of the Bidder, and the date and hour of the bid opening, which must be visible upon delivery.

A pre-bid walk-thru meeting will begin at the Dutchess County Public Transit Facility, 14 Commerce Street, Poughkeepsie, NY 12603 on Wednesday March 27, 2024, at 11:00 a.m. to review the scope of the work. It is strongly recommended that all prospective bidders attend this meeting. Please meet inside the front entrance lobby. All participants must wear reflective vests on Public Transit property.

Questions will be accepted by 5:00 p.m. on Wednesday, April 3, 2024 and emailed to Renée Osterhoudt at <a href="mailto:dpwcontracts@dutchessny.gov">dpwcontracts@dutchessny.gov</a> with the County's response published in Addenda prior to 48 hours before the bid opening date.

The anticipated start of construction is July 1, 2024; the anticipated substantial completion date is December 31, 2024. This project may be subject to NYS Department of Labor Prevailing Wage Rates PRC #: 2024000646

View Bid Specifications regarding APPRENTICESHIP PROGRAM.

The County reserves the right to waive irregularities in bids and in bidding and to reject any or all proposals.

#### SECTION 00200 - INVITATION TO BID

#### 1.0 RECEIPT OF BIDS

1.1 Sealed Bids will be received in *one paper original and one electronic copy on USB flash drive* at the Department of Public Works, County of Dutchess, County Office Building, 626 Dutchess Turnpike, Poughkeepsie, New York 12603, until the specified dates and times indicated below and then at said office publicly opened and read aloud for:

#### BID NO. RFB-DCB-04-24

# GENERAL CONSTRUCTION ELECTRICAL HVAC PLUMBING

## Prebid Walk-Thru 11:00 a.m. Wednesday, March 27, 2024

at the Dutchess County Public Transit Facility, 14 Commerce Street, Poughkeepsie, NY 12603. Please meet inside the front entrance lobby. <u>All participants must wear reflective vests on Public Transit property</u>.

## Bids Due 11:00 AM Friday, April 12, 2024

- 1.2 Proposals received after that time will not be accepted. All interested parties are invited to attend the bid opening.
- 1.3 The project will be constructed under four (4) prime contracts with the Owner.
- 1.4 Bids will be received on a lump sum basis.
- 1.5 Bids will include cost of all alternate specified to be part of the work, if any.
- 1.6 Bids will include unit prices for certain items of work. Unit prices shall be inclusive of labor, material, overhead & profit and apply to both Adds and Deducts to the Contract Sum.

## 2.0 BIDDING DOCUMENTS

2.1 Official bid documents are obtained from the Empire State Purchasing Group's Regional Bid Notification System at www.bidnetdirect.com/new-york/county-of-dutchess

#### 3.0 PERFORMANCE BOND AND PAYMENT BOND

3.1 Bidders shall include the cost for a Performance Bond and Payment Bond for 100% of the value of the Contract in the Bid.

#### 4.0 BID SECURITY AND INSURANCE

- 4.1 Bid Security in the amount of 10% of the total bid must accompany each Bid. Bid Security shall be submitted in the form of a certified check made payable to the Dutchess County Commissioner of Finance, or in the form of a Security Bond, written on the Bid Bond complete with a Certified and current copy of the power of attorney.
- 4.2 Bidders are required to furnish insurance documentation, as detailed in the Article 11 of the General Conditions, within five (5) days from date of the Notice of Award. Failure to do so will give the County the

option to deem the bidder non-responsive and the County may seek the next lowest bidder. Failure to submit acceptable insurance documentation will also result in forfeiture of Bid Security. The Owner will be entitled to such other rights as may be granted by law.

## 5.0 BIDDING REQUIREMENTS

- 5.1 Each bid must be submitted in *one paper original and one electronic copy on USB flash drive* and shall be enclosed in a sealed envelope bearing the name of the **Project**, name of the **Bidder**, name of the **Trade** and the **date and hour of the Bid Opening**.
- 5.2 If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.
- 5.3 The County reserves the right to waive irregularities in bids and in bidding and to reject any or all proposals.

End of Section 00200

March 13, 2024 00200-1 RFB-DCB-04-24

## **INSTRUCTIONS TO BIDDERS**

#### PROJECT:

**Dutchess County Public Transit Facility Renovations Phase II** 

#### PROJECT OWNER:

County of Dutchess 22 Market Street Poughkeepsie, NY 12601

## **PROJECT CONTACT:**

Dutchess County Department of Public Works 626 Dutchess Turnpike Poughkeepsie, NY 12603 Tel. (845) 486-2925

Sealed bids for RFB-DCB-04-24 Dutchess County Public Transit Facility Renovations Phase II will be received by the Dutchess County Department of Public Works, at 626 Dutchess Turnpike, 1st Floor, Poughkeepsie, New York, 12603 until Friday, April 12, 2024, at 11:00 a.m., then publicly opened and read aloud. The successful Bidder, whose bid shall be subject to the approval of the Project Owner as to form and sufficiency, will be required to furnish bonds and insurance documentation as indicated below.

The successful Bidder shall provide a Performance and Payment/Labor & Material bonds in the amount indicated in the Notice of Award (100% of the contract amount) with the signed Contract and insurance, after approval of the Bonds. The date on the bonds shall be the contract start date.

The Successful Bidder will be required to enter into a formal contract agreement with the County of Dutchess. Bidders must acknowledge the insurance requirements by signing the "Statement of Understanding of Indemnification and Insurance Requirements". Insurance certificates must be submitted and approved by Dutchess County before the contract can be fully executed. **Any inquiry regarding the contract and insurance requirements must be submitted in accordance with the section titled QUESTIONS.** 

The successful Bidder shall furnish the insurance documentation listed below with the signed Agreement within seven (7) business days from the date of receipt of the Agreement.

At all times during the term of this Agreement, the Contractor and his sub-contractors, if any, shall maintain at his own cost the following insurance and shall provide proof thereof to the County, in the form of a Certificate of Insurance, prior to commencing work under this Agreement:

- **I) Worker's Compensation** Employer's Liability (statutory limits). In compliance with the Workers' Compensation Law of the State of New York, each contractor shall provide:
  - a. a certificate of insurance on an Acord form indicating proof of coverage for Worker's Compensation, Employer's Liability, **OR**
  - b. a New York State Workers Compensation Notice of Compliance (Form C-105, Form U-26.3, Form SI-12 or Form SI-105.2P).
  - c. In the event that the Contractor is exempt from providing coverage, he must provide a properly executed copy of the Certificate of Attestation of Exemption from NYS Workers' Compensation Board, Form CE-200.

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d. A certificate of participation in a self-insurance program. The department responsible for the implementation of the Agreement will obtain verification from the Director of Risk Management for those municipalities participating in the Dutchess County Self-Insured Plan.

## II) Commercial General Liability

- a. Insurance coverage including blanket contractual coverage for the operation of the program under this Agreement with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- b. This insurance shall be written on an occurrence coverage form and include bodily injury and property damage liability.
- c. The County must be listed as additional insured.
- d. The additional insured endorsement for the Commercial General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations.

## III) Automobile Liability

- a. Insurance coverage for all owned, scheduled, hired, and non-owned vehicles with a combined single limit of liability of not less than \$1,000,000.
- b. This insurance shall include coverage for bodily injury and property damage.
- c. The County must be listed as additional insured.

## IV) CERTIFICATE HOLDER AND ADDITIONAL INSURED SHALL BE NAMED AS:

County of Dutchess 22 Market Street Poughkeepsie, NY 12601

## v) Excess/Umbrella Liability

- a. with limits not less than \$5,000,000 per occurrence with a \$5,000,000 aggregate.
- b. The County must be included as additional insured.

## VI) The Acord form certificate of insurance must contain the following provisions:

A. The County of Dutchess must be listed as certificate holder and additional insured on the commercial general, umbrella/excess, and automobile liability policies.

County of Dutchess 22 Market Street Poughkeepsie, NY 12601

B. In addition, the commercial general liability policy must include the additional insured endorsement forms cg 2037 July 2004 edition and the cg 2010 April 2013 edition or their equivalent.

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- C. The commercial general and automobile policies are primary and noncontributory.
- D. The commercial general liability, auto liability and workers compensation policies must contain a waiver of subrogation in favor of the County of Dutchess.
- E. The umbrella/excess policy is primary and noncontributory and must contain a waiver of subrogation in favor of the County of Dutchess.
- F. If the workers compensation Notice of Compliance is used instead of the Acord certificate of insurance, the Notice of Compliance must indicate that a waiver of subrogation in favor of the County of Dutchess is provided.

## VII) All policies of insurance referred to above

- a. shall be underwritten by companies authorized to do business in the State of New York with an A.M. Best financial strength rating of A- or better.
  - i) In the alternative, the policies of insurance referred to above may be underwritten by Non-Admitted companies with an A.M. Best financial strength rating of A+ or higher.
- b. In addition, every policy required above shall be primary and noncontributory.
- c. Any insurance carried by the County, its officers, or its employees shall be excess and noncontributory insurance to that provided by the Contractor. The Contractor and his sub-contractor(s), if any, shall be solely responsible for any deductible losses under each of the policies required above.
- **VIII)** Payment(s) to the Contractor may be suspended in the event the Contractor and his sub-contractor(s), if any, fails to provide the required insurance documentation in a timely manner.
- **IX)** Prior to cancellation or material change in any policy, a thirty (30) day notice shall be given to the County Attorney at the address listed below:

# Dutchess County Attorney County Office Building 22 Market Street Poughkeepsie, New York 12601

- a. On receipt of such notice, the County shall have the option to cancel this Agreement without further expense or liability to the County, or to require the Contractor to replace the cancelled insurance policy, or rectify any material change in the policy, so that the insurance coverage required by this paragraph is maintained continuously throughout the term of this Agreement in form and substance acceptable to the County.
  - i) Failure of the Contractor to take out or to maintain, or the taking out or the maintenance of any required insurance, shall not relieve the Contractor from any liability under this Agreement nor shall the insurance requirements be construed to conflict with or to limit the obligations of the

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Contractor concerning indemnification.

- b. All losses of County property shall be adjusted with and made payable directly to the County.
- c. All Certificates of Insurance shall be approved by the County's Director of Risk Management or designee <u>prior</u> to commencement of any work under this Agreement.
- d. In the event that claims in excess of these amounts are filed in connection with this Agreement, the excess amount or any portion thereof may be withheld from payment due or to become due the Contractor until the Contractor furnishes such additional security as is determined necessary by the County.

#### **ARTICLE 1 - BIDDING DOCUMENTS**

#### § 1.1 COPIES

Bidders shall use complete sets of Bidding Documents in preparing Bids; the Project Owner assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

## § 1.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

- § 1.2.1 Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Project Owner at least five business days prior to the date for receipt of Bids.
- § 1.2.2 Interpretations, corrections and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.

#### § 1.3 SUBSTITUTIONS / EQUIVALENT PRODUCTS

- § 1.3.1 The materials, products and equipment described In the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution/equivalent product.
- § 1.3.2 No equivalent product will be considered prior to receipt of bids unless written request for approval has been received by the Project Owner at least ten days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Project Owner's decision of approval or disapproval of a proposed substitution shall be final.
- § 1.3.3 If the Project Owner approves a proposed equivalent product prior to receipt of bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

#### § 1.4 ADDENDA

**§ 1.4.1** Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

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- **§ 1.4.2** Addenda will be transmitted no later than forty-eight (48) hours prior to the date for receipt of Bids except an Addendum withdrawing or postponing the Bid opening.
- § 1.4.3 Upon receipt of any and all Addenda, each Bidder shall confirm that he has received the Addenda issued by making note on the bid form where indicated.

#### **ARTICLE 2 - BIDDING PROCEDURES**

#### **§ 2.1 PREPARATION OF BIDS**

- § 2.1.1 Bids shall be submitted on the forms included with the Bidding Documents.
- § 2.1.2 All blanks on the bid form shall be legibly executed in a non-erasable medium.
- **§ 2.1.3** Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.
- § 2.1.4 Interlineations, alterations and erasures must be initialed by the signer of the Bid.
- § 2.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change."
- § 2.1.6 Each copy of the Bid shall state the legal name of the Bidder Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

#### § 2.2 BID SECURITY

- § 2.2.1 Each Bid shall be accompanied by bid security (Bid Bond, Certified Check or Official Bank Check made payable to the Dutchess County Commissioner of Finance) or an irrevocable letter of credit (in a form agreeable to Dutchess County) in the amount of 10% of the Bid amount. The Bidder pledges to enter into an Agreement with the Project Owner on the terms stated in the Bidding Documents and will furnish bonds covering the faithful performance of the Contract and payment of all obligations arising there under. Should the Bidder refuse to enter into such Contract, fail to furnish such bonds, or fail to furnish acceptable insurance documentation, the bid security shall be forfeited to the Project Owner. The bid security shall not be forfeited to the Project Owner in the event the Project Owner fails to comply with Section 4.2 in the *Instructions to Bidders*.
- § 2.2.2 The bid bond shall be written in a form acceptable to the Project Owner, unless otherwise provided in the Bidding Documents, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.
- § 2.2.3 The Project Owner will return all bid security to the Bidders upon one of the following occurrences: (a) there is a fully-executed numbered Agreement between the Project Owner and successful bidder in place, (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.
- § 2.2.4 Bidder accepts all of the terms and conditions of the *Notice to Bidders* and *Instructions to Bidders*, including without limitation those dealing with the disposition of Bid Security. This bid will remain subject to acceptance for forty-five (45) days after the day of Bid opening. Award of contract will be made by the Project Owner to the lowest responsible Bidder meeting the requirements of the Project Owner and will be made within forty-five (45) days after the opening of the bids.

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#### **§ 2.3 SUBMISSION OF BIDS**

- § 2.3.1 All copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the Project Owner and shall be identified with the Project name and the Bidder's name and address. If the Bid is sent by mail, the sealed opaque envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.
- § 2.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.
- § 2.3.3 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.
- § 2.3.4 Oral, telephonic, telegraphic, facsimile or other electronically transmitted bids will not be considered.
- § 2.3.5 The following documents must be returned as a complete Bid in accordance with the Bidding Documents:

Bid Submission Checklist
Bid Proposal Form
Bid Bond
Non-Collusion and Iranian Divestment Certification
Statement of Understanding of Indemnification and Insurance Requirements
Labor Standards Notice and Proof of Apprenticeship Program
Materials and Equipment Supplier Listing
Performance Bond Information Form
Insurance Information Form
Contractor Qualifications Information
Form 1: Dutchess County Business Certification
Form 2: Disadvantaged Business Enterprise (DBE) Utilization
Form 3: Letter of Intent
Form 4: Federal Tax Liability and Recent Felony Convictions
Form 5: Debarment and Suspension Certification
Form 6: Lobbying Restrictions Certification
Form 7: Buy America Certification

## § 2.4 MODIFICATION OR WITHDRAWAL OF BID

- § 2.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder within forty-five (45) days after the Bid opening.
- § 2.4.2 Prior to the time and date designated for receipt of Bids, the bidder or his agent may modify or withdraw the bid.
- § 2.4.3 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders. Bid security, if required, shall be in an amount sufficient for the Bid as resubmitted.

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#### **ARTICLE 3 - CONSIDERATION OF BIDS**

#### § 3.1 REJECTION OF BIDS

The Project Owner shall have the right to reject any or all Bids. A Bid not accompanied by the required bid security, other required documents, or is in any way incomplete or irregular is subject to rejection.

## § 3.2 ACCEPTANCE OF BID (AWARD)

It is the intent of the Project Owner to award an Agreement to the lowest (defined as base bid and any options the County may choose to select) qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Project Owner shall have the right to waive informalities and irregularities in a Bid and to accept the Bid which, in the Project Owner's judgment, is in the Project Owner's best interest.

#### **ARTICLE 4 - POST-BID INFORMATION**

## § 4.1 CONTRACTOR'S QUALIFICATION STATEMENT

Bidders to whom an award of an Agreement is under consideration shall submit to the Project Owner, upon request, any information that will assist the Project Owner in determining the qualifications or character of the Bidder, including the status of prior or current projects, contact information for the Project Owners and/or stakeholders of such projects, and legal claims or actions, on-going or settled, relating to such projects.

## § 4.2 PROJECT OWNER'S FINANCIAL CAPABILITY

The Project Owner shall, at the request of the Bidder to whom award of an Agreement is under consideration, furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Project Owner's obligations under the Agreement within five (5) business days from receipt of the request. Unless such reasonable evidence is furnished, the Bidder will not be required to execute the Agreement between the Project Owner and Contractor.

#### **4.3 SUBMITTALS**

Within forty-eight (48) hours after the Bids are opened, the two (2) apparent low bidders for each Prime contract must submit the required pre-award submittal package described below to the Construction manager via email:

- 1. Work force and work plan-Provide a detailed written Work Plan which shall demonstrate the Contractor's understanding of overall project scope and shall include, but not limited to the following:
- 2. Sequential listing of specific project activities required to successfully complete the Work of the Contract Documents.
- a. Include schedule and list Critical Milestones.
- b. Include phasing of the Work, if required.
- c. Include listing of long lead items.
- d. Statement that the Project can be completed in the established time.
- e. Resumes for the Bidder's proposed supervisory staff, including qualifications for specialized expertise or any certification(s).
- f. Any special coordination requirements with other trades.
- g. Any special storage and staging requirements for construction materials.
- h. Detailed Cost Estimate: A copy of a Detailed Cost Estimate outlined in CSI format by material and labor.
- i. Copy of the most recent Financial Statement from CPA.
- i. AIA A305- Qualification Form.
- k. Required Insurance Certificates.
- I. A designation of the work to be performed by the bidders' own forces.
- m. Names of the principal products and systems proposed for the work and the manufacturers and suppliers of each.

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- n. Names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.
- o. Names, addresses, and phone numbers of the sub-contractors that the bidder proposes to use on the Project.
- p. A description of its experience with at least five similar projects (completed in the last five years) of comparative size, complexity and cost together with documentary evidence showing that said projects were completed to the owner's satisfaction and were completed in a timely fashion listing type and scope of work. Provide names, addresses and current phone numbers of owners, architect and construction manager associated with each project.

## **ARTICLE 5 - GRIEVANCE AND PROTEST PROCEDURES:**

Any protest to the Dutchess County Department of Public Work's consideration of any bid must be submitted in writing and received by the Commissioner of Public Works no later than five (5) calendar days after the contract award. A written reply to the protest will be sent to the protesting firm by the Commissioner of Public Works.

The protest must contain:

- 1. Identification of the statute or procedure that is alleged to have been violated;
- 2. A precise statement of the relevant facts:
- 3. Identification of the issues to be resolved;
- 4. Aggrieved party's argument and support documentation.

Any notice of protest received after the deadline will not be considered.

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# SECTION 00300 - BID FORM - GENERAL CONSTRUCTION CONTRACT FOR: RFB-DCB-04-24 Dutchess County Public Transit Facility Renovation Phase II OWNER: **Dutchess County** MAIL BIDS Department of Public Works TO: 626 Dutchess Turnpike Poughkeepsie, New York 12603 **FROM** Name of Bidder Bid Opening Date Street City, State, Zip Code Telephone Fax No. Email 1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with the OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents. 2. BIDDER accepts all of the terms and conditions of the Notice to Bidders, Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for forty-five (45) days after the day of Bid opening. Award of contract will be made by the Owner to the lowest responsible Bidder meeting the requirements of the Owner and will be made within forty-five (45) days after the opening of the bids. When award is made, the successful Bidder's collateral only, will be retained until the executed agreement, executed performance and labor and material payment bonds and acceptable Certificate of Insurance have been delivered. Should the award be delayed more than forty-five (45) days after the opening of the bid, all Bidders' collateral shall be returned, unless such delay is from causes beyond the control of the Owner. BIDDER will sign and submit the Agreement in accordance with Instruction to Bidders. 3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that: A. BIDDER has examined copies of all the Bidding Documents and the following addenda (receipt of which is hereby acknowledged): Addendum No. Date

- **B.** BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- C. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies which pertain to the physical conditions at the site, that affect the cost, schedule, performance or furnishing of the Work.
- **D.** BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- **E.** BIDDER has given ARCHITECT/ENGINEER written notice of all conflicts, errors, omissions or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ARCHITECT/ENGINEER is acceptable to BIDDER.
- **4.** BIDDER will complete the work for the following price(s). If there are multiple primes or multiple contracts, the Owner may accept Bids, separately or in any combination, at its sole discretion:

#### **A.** BASE BID:

The Work of Project is defined by the Contract Documents and consists of the following:

Visitors Restroom Upgrades – Upgraded finishes & fixtures.

Mechanics Breakroom Upgrades – Upgraded finishes & fixtures, wall modifications.

Mechanics Locker Room / Bathroom Upgrades – Upgraded finishes & fixtures, wall modifications.

Existing Office and Garage HVAC Updates – Replacement rooftop units AC-1, AC-2 and associated VAV's, spot repairs to existing ductwork, remove AC-3 and associated ductwork.

Garage Building Expansion – New garage storage building addition.

Additional Employee Parking – New parking lot for 10 vehicles adjacent to Industry Street.

Site Storm Water Improvements – Cleaned out and repaired storm water infrastructure across the site, regraded storm water features.

Facility Ring Road and Site Improvements – Additional driveway pavement, bollard protection at associates break area, grading and seeding across the site.

Existing Garage Door Frame Repairs – Repaint garage door frames on existing bus garage building.

Pursuant to, and in compliance with the specifications herein described and including any Addenda issued by Dutchess County and mailed or delivered to the undersigned prior to the opening of Bids, whether received by the undersigned or not, we,

	 	 ,
Insert Company Name		

hereby propose to furnish all labor, supplies, materials, and equipment for GENERAL CONSTRUCTION CONTRACTOR work as required by and in strict accord with the applicable provisions of the Drawings and Specifications entitled RFB-DCB-04-24 Dutchess County Public Transit Facility Renovation Phase II, to the satisfaction and approval of Dutchess County in accordance with the terms and conditions of the Contract Documents for the following sum:

101	lars (\$
	/

#### **B.** ALLOWANCE(S)

The following cash allowance is to be included in the Base Bid:

ALLOWANCE NO. 1: \$147,300.00 Contingency Allowance

1. This allowance includes material cost, receiving, handling, and installation and Contractor overhead and profit.

March 13, 2024 00300-GC-2 RFB-DCB-04-24

## C. ALTERNATES

If the Owner selects an alternate, the prices set forth below, inclusive of overhead, profit and schedule compliance, will represent the amount to be added to the Base Bid.

ADD ALTERNATE No. 1: Exterior Metal Wall Panel Replacement

Provide and install exterior metal wall panels up to 12' elevation on the North and East building façades for the lump sum of:

	Dollars (\$	)
ADD ALTERNATE No. 2: Entry Rotunda Glazing Replacement Remove, re-gasket, and reinstall all window glazing at the building entry	rotunda for the lump su	m of:
	Dollars (\$	)
ADD ALTERNATE No. 3: Building Management System (BMS) Integration to the for the lump sum of:		C equipment
	Dollars (\$	)
ADD ALTERNATE No. 4: Office Area Fin Tube System Boiler Plant R Provide and install a boiler plant replacement to the existing office area f		
	Dollars (\$	)

#### **D.** UNIT PRICES - NONE

- 5. BIDDER agrees to commence work immediately upon receipt of an executed Notice to Proceed.
- **6.** BIDDER agrees that the Work will be complete in accordance with the Project Master Schedule attached to the Owner/Contractor Agreement.

## 7. APPRENTICESHIP PROGRAM, CERTIFICATION AND COUNTY PROCUREMENT POLICY

The bidder certifies, under penalty of perjury, that it has in place, or will have at the time of entering into a Contract, appropriate apprenticeship agreements registered with the NYS Department of Labor. The County requires proof of this program to be submitted with the bid.

The County of Dutchess requires that any contractor or subcontractor have, prior to entering into a contract for the process of building, renovating or demolishing a public building owned, operated and maintained by the County of Dutchess, with a value in excess of \$250,000.00, apprenticeship agreements appropriate for the type and scope of work to be performed and which have been registered with the NYS Department of Labor in accordance with Article 23 of the Labor L

March 13, 2024 00300-GC-3 RFB-DCB-04-24

#### BID # RFB-DCB-04-24

#### 1. NON-COLLUSION CERTIFICATION

As required by Section 103-d of the New York State General Municipal Law, the bidder certifies under the penalties of perjury that:

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 knowledge and belief:

- a. 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;
- b. 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;
- c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

#### 2. IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION

As required by Section 103-g of New York State General Municipal Law, the bidder certifies under the penalties of perjury that:

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a(3)(b).

#### CERTIFICATION SIGNATURE(S) FOR 1 AND 2:

Signed	
Ву	
Dated	
Bid submitted by:	Name:
	Address:
	Phone:
	Fax #:
	Email:

March 13, 2024 00300-GC-4 RFB-DCB-04-24

The undersigned Bidder further agrees to comply with all the requirements as to conditions of employment, wage rates and hours as set forth by statute.

## If BIDDER is an INDIVIDUAL

By:	
	(signature)
	(print or type individual's name, & title if applicable)
Doing Business As:	
Business Address:	
Phone No.:	
If BIDDER is a PART	
By:	(print or type firm name)
•	(signature of general partner)
Business Address:	(print or type partner's name & title)
Phone No.:	
Fax No.:	

March 13, 2024 00300-GC-5 RFB-DCB-04-24

## If BIDDER is a CORPORATION

	(print or type the Corporation's name)	
	(state of incorporation)	
By:		
	(signature of president or vice-president	t, see Instructions to Bidders)
	(print or type name & title)	(Corporate Seal)
Attest (by corporate secreta	ry or assistant secretary):	
	(signature)	
	(name & title)	
Business Address:		
Phone No.:		
Fax No.:		
1 dx 110		
If BIDDER is a JOINT V	/ENTURE  (print or type firm name of joint ventu	ure)
		,
	(signature)	(name & title)
Business Address:		
Phone No.:		
Email:		
Business Address:	(signature)	(name & title)
Phone No.:		
Email:		

(Each joint Venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

END OF SECTION 00300

March 13, 2024 00300-GC-6 RFB-DCB-04-24

# SECTION 00300 - BID FORM - ELECTRICAL CONTRACT FOR: RFB-DCB-04-24 Dutchess County Public Transit Facility Renovation Phase II OWNER: **Dutchess County** MAIL BIDS Department of Public Works TO: 626 Dutchess Turnpike Poughkeepsie, New York 12603 **FROM** Name of Bidder Bid Opening Date Street City, State, Zip Code Telephone Fax No. Email 1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with the OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents. 2. BIDDER accepts all of the terms and conditions of the Notice to Bidders, Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for forty-five (45) days after the day of Bid opening. Award of contract will be made by the Owner to the lowest responsible Bidder meeting the requirements of the Owner and will be made within forty-five (45) days after the opening of the bids. When award is made, the successful Bidder's collateral only, will be retained until the executed agreement, executed performance and labor and material payment bonds and acceptable Certificate of Insurance have been delivered. Should the award be delayed more than forty-five (45) days after the opening of the bid, all Bidders' collateral shall be returned, unless such delay is from causes beyond the control of the Owner. BIDDER will sign and submit the Agreement in accordance with Instruction to Bidders. 3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that: A. BIDDER has examined copies of all the Bidding Documents and the following addenda (receipt of which is hereby acknowledged): Addendum No. Date

- **B.** BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- **C.** BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies which pertain to the physical conditions at the site, that affect the cost, schedule, performance or furnishing of the Work.
- **D.** BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- **E.** BIDDER has given ARCHITECT/ENGINEER written notice of all conflicts, errors, omissions or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ARCHITECT/ENGINEER is acceptable to BIDDER.
- **4.** BIDDER will complete the work for the following price(s). If there are multiple primes or multiple contracts, the Owner may accept Bids, separately or in any combination, at its sole discretion:

#### **A.** BASE BID:

The Work of Project is defined by the Contract Documents and consists of the following:

Visitors Restroom Upgrades – Upgraded finishes & fixtures.

Mechanics Breakroom Upgrades – Upgraded finishes & fixtures, wall modifications.

Mechanics Locker Room / Bathroom Upgrades – Upgraded finishes & fixtures, wall modifications.

Existing Office and Garage HVAC Updates – Replacement rooftop units AC-1, AC-2 and associated VAV's, spot repairs to existing ductwork, remove AC-3 and associated ductwork.

Garage Building Expansion – New garage storage building addition.

Additional Employee Parking – New parking lot for 10 vehicles adjacent to Industry Street.

Site Storm Water Improvements – Cleaned out and repaired storm water infrastructure across the site, regraded storm water features.

Facility Ring Road and Site Improvements – Additional driveway pavement, bollard protection at associates break area, grading and seeding across the site.

Existing Garage Door Frame Repairs – Repaint garage door frames on existing bus garage building.

Pursuant to, and in compliance with the specifications herein described and including any Addenda issued by Dutchess County and mailed or delivered to the undersigned prior to the opening of Bids, whether received by the undersigned or not, we,

	,
Insert Company Name	

hereby propose to furnish all labor, supplies, materials, and equipment for ELECTRICAL CONTRACTOR work as required by and in strict accord with the applicable provisions of the Drawings and Specifications entitled RFB-DCB-04-24 Dutchess County Public Transit Facility Renovation Phase II, to the satisfaction and approval of Dutchess County in accordance with the terms and conditions of the Contract Documents for the following sum:

Dollars	(\$
_	·

#### **B.** ALLOWANCE(S)

The following cash allowance is to be included in the Base Bid:

ALLOWANCE NO. 1: \$7,100.00 Contingency Allowance

1. This allowance includes material cost, receiving, handling, and installation and Contractor overhead and profit.

March 13, 2024 00300-EC-2 RFB-DCB-04-24

## C. ALTERNATES

If the Owner selects an alternate, the prices set forth below, inclusive of overhead, profit and schedule compliance, will represent the amount to be added to the Base Bid.

ADD ALTERNATE No. 1: Exterior Metal Wall Panel Replacement

Provide and install exterior metal wall panels up to 12' elevation on the North and East building façades for the lump sum of:

	Dollars (\$	)
ADD ALTERNATE No. 2: Entry Rotunda Glazing Replacement Remove, re-gasket, and reinstall all window glazing at the building	entry rotunda for the lump sur	m of:
	Dollars (\$	)
ADD ALTERNATE No. 3: Building Management System (BMS) Provide and install Building Management System (BMS) integratio for the lump sum of:		C equipment
	Dollars (\$	)
ADD ALTERNATE No. 4: Office Area Fin Tube System Boiler P Provide and install a boiler plant replacement to the existing office		mp sum of:
	Dollars (\$	)

## D. UNIT PRICES – NONE

- 5. BIDDER agrees to commence work immediately upon receipt of an executed Notice to Proceed.
- **6.** BIDDER agrees that the Work will be complete in accordance with the Project Master Schedule attached to the Owner/Contractor Agreement.

## 7. APPRENTICESHIP PROGRAM, CERTIFICATION AND COUNTY PROCUREMENT POLICY

The bidder certifies, under penalty of perjury, that it has in place, or will have at the time of entering into a Contract, appropriate apprenticeship agreements registered with the NYS Department of Labor. The County requires proof of this program to be submitted with the bid.

The County of Dutchess requires that any contractor or subcontractor have, prior to entering into a contract for the process of building, renovating or demolishing a public building owned, operated and maintained by the County of Dutchess, with a value in excess of \$250,000.00, apprenticeship agreements appropriate for the type and scope of work to be performed and which have been registered with the NYS Department of Labor in accordance with Article 23 of the Labor L

March 13, 2024 00300-EC-3 RFB-DCB-04-24

#### BID # RFB-DCB-04-24

#### 1. NON-COLLUSION CERTIFICATION

As required by Section 103-d of the New York State General Municipal Law, the bidder certifies under the penalties of perjury that:

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 knowledge and belief:

- a. 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;
- b. 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;
- c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

#### 2. IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION

As required by Section 103-g of New York State General Municipal Law, the bidder certifies under the penalties of perjury that:

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a(3)(b).

#### CERTIFICATION SIGNATURE(S) FOR 1 AND 2:

Signed			
Ву			
Dated		_	
Bid submitted by:	Name:		
	Address:		 
	Phone:		
	Fax #:		 
	Email:		

March 13, 2024 00300-EC-4 RFB-DCB-04-24

The undersigned Bidder further agrees to comply with all the requirements as to conditions of employment, wage rates and hours as set forth by statute.

## If BIDDER is an INDIVIDUAL

By:	
	(signature)
	(print or type individual's name, & title if applicable)
Doing Business As:	
Business Address:	
Phone No.:	
If BIDDER is a PART	
By:	(print or type firm name)
•	(signature of general partner)
Business Address:	(print or type partner's name & title)
Phone No.:	
Fax No.:	

March 13, 2024 00300-EC-5 RFB-DCB-04-24

## If BIDDER is a CORPORATION

	(print or type the Corporation's name)	
	(state of incorporation)	
By:		
	(signature of president or vice-president	t, see Instructions to Bidders)
	(print or type name & title)	(Corporate Seal)
Attest (by corporate secreta	ry or assistant secretary):	
	(signature)	
	(name & title)	
Business Address:		
Phone No.:		
Fax No.:		
1 dx 110		
If BIDDER is a JOINT V	/ENTURE  (print or type firm name of joint ventu	ure)
		,
	(signature)	(name & title)
Business Address:		
Phone No.:		
Email:		
Business Address:	(signature)	(name & title)
Phone No.:		
Email:		

(Each joint Venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

END OF SECTION 00300

March 13, 2024 00300-EC-6 RFB-DCB-04-24

## SECTION 00300 - BID FORM - HVAC CONTRACT FOR: RFB-DCB-04-24 Dutchess County Public Transit Facility Renovation Phase II OWNER: **Dutchess County** MAIL BIDS Department of Public Works TO: 626 Dutchess Turnpike Poughkeepsie, New York 12603 **FROM** Name of Bidder Bid Opening Date Street City, State, Zip Code Telephone Fax No. Email 1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with the OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents. 2. BIDDER accepts all of the terms and conditions of the Notice to Bidders, Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for forty-five (45) days after the day of Bid opening. Award of contract will be made by the Owner to the lowest responsible Bidder meeting the requirements of the Owner and will be made within forty-five (45) days after the opening of the bids. When award is made, the successful Bidder's collateral only, will be retained until the executed agreement, executed performance and labor and material payment bonds and acceptable Certificate of Insurance have been delivered. Should the award be delayed more than forty-five (45) days after the opening of the bid, all Bidders' collateral shall be returned, unless such delay is from causes beyond the control of the Owner. BIDDER will sign and submit the Agreement in accordance with Instruction to Bidders. 3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that: A. BIDDER has examined copies of all the Bidding Documents and the following addenda (receipt of which is hereby acknowledged): Addendum No. Date

March 13, 2024 00300-HVAC-1 RFB-DCB-04-24

- **B.** BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- **C.** BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies which pertain to the physical conditions at the site, that affect the cost, schedule, performance or furnishing of the Work.
- **D.** BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- **E.** BIDDER has given ARCHITECT/ENGINEER written notice of all conflicts, errors, omissions or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ARCHITECT/ENGINEER is acceptable to BIDDER.
- **4.** BIDDER will complete the work for the following price(s). If there are multiple primes or multiple contracts, the Owner may accept Bids, separately or in any combination, at its sole discretion:

### **A.** BASE BID:

The Work of Project is defined by the Contract Documents and consists of the following:

Visitors Restroom Upgrades – Upgraded finishes & fixtures.

Mechanics Breakroom Upgrades – Upgraded finishes & fixtures, wall modifications.

Mechanics Locker Room / Bathroom Upgrades – Upgraded finishes & fixtures, wall modifications.

Existing Office and Garage HVAC Updates – Replacement rooftop units AC-1, AC-2 and associated VAV's, spot repairs to existing ductwork, remove AC-3 and associated ductwork.

Garage Building Expansion – New garage storage building addition.

Additional Employee Parking – New parking lot for 10 vehicles adjacent to Industry Street.

Site Storm Water Improvements – Cleaned out and repaired storm water infrastructure across the site, regraded storm water features.

Facility Ring Road and Site Improvements – Additional driveway pavement, bollard protection at associates break area, grading and seeding across the site.

Existing Garage Door Frame Repairs – Repaint garage door frames on existing bus garage building.

Pursuant to, and in compliance with the specifications herein described and including any Addenda issued by Dutchess County and mailed or delivered to the undersigned prior to the opening of Bids, whether received by the undersigned or not, we,

	 	 ,
Insert Company Name		

hereby propose to furnish all labor, supplies, materials, and equipment for HVAC CONTRACTOR work as required by and in strict accord with the applicable provisions of the Drawings and Specifications entitled RFB-DCB-04-24 Dutchess County Public Transit Facility Renovation Phase II, to the satisfaction and approval of Dutchess County in accordance with the terms and conditions of the Contract Documents for the following sum:

# **B.** ALLOWANCE(S)

The following cash allowance is to be included in the Base Bid:

ALLOWANCE NO. 1: \$92,000.00 Contingency Allowance

1. This allowance includes material cost, receiving, handling, and installation and Contractor overhead and profit.

March 13, 2024 00300-HVAC-2 RFB-DCB-04-24

# C. ALTERNATES

If the Owner selects an alternate, the prices set forth below, inclusive of overhead, profit and schedule compliance, will represent the amount to be added to the Base Bid.

ADD ALTERNATE No1: Exterior Metal Wall Panel Replacement Provide and install exterior metal wall panels up to 12' elevation on the N lump sum of:	orth and East building façades	for the
	Dollars (\$	)
ADD ALTERNATE No2: Entry Rotunda Glazing Replacement Remove, re-gasket, and reinstall all window glazing at the building entry	rotunda for the lump sum of:	
	Dollars (\$	)
ADD ALTERNATE No. 3: Building Management System (BMS) Integration to the for the lump sum of:		oment
	Dollars (\$	)
ADD ALTERNATE No. 4: Office Area Fin Tube System Boiler Plant Re Provide and install a boiler plant replacement to the existing office area find		n of:
	Dollars (\$	)

# D. UNIT PRICES - NONE

- **5.** BIDDER agrees to commence work immediately upon receipt of an executed Notice to Proceed.
- **6.** BIDDER agrees that the Work will be complete in accordance with the Project Master Schedule attached to the Owner/Contractor Agreement.

# 7. APPRENTICESHIP PROGRAM, CERTIFICATION AND COUNTY PROCUREMENT POLICY

The bidder certifies, under penalty of perjury, that it has it has in place, or will have at the time of entering into a Contract, appropriate apprenticeship agreements registered with the NYS Department of Labor. The County requires proof of this program to be submitted with the bid.

The County of Dutchess requires that any contractor or subcontractor have, prior to entering into a contract for the process of building, renovating or demolishing a public building owned, operated and maintained by the County of Dutchess, with a value in excess of \$250,000.00, apprenticeship agreements appropriate for the type and scope of work to be performed and which have been registered with the NYS Department of Labor in accordance with Article 23 of the Labor L

March 13, 2024 00300-HVAC-3 RFB-DCB-04-24

### BID # RFB-DCB-04-24

# 1. NON-COLLUSION CERTIFICATION

As required by Section 103-d of the New York State General Municipal Law, the bidder certifies under the penalties of perjury that:

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 knowledge and belief:

- a. 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;
- b. 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;
- c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

# 2. IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION

As required by Section 103-g of New York State General Municipal Law, the bidder certifies under the penalties of perjury that:

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a(3)(b).

# CERTIFICATION SIGNATURE(S) FOR 1 AND 2:

Signed			
Ву			
Dated		_	
Bid submitted by:	Name:		
	Address:		 
	Phone:		
	Fax #:		 
	Email:		

March 13, 2024 00300-HVAC-4 RFB-DCB-04-24

The undersigned Bidder further agrees to comply with all the requirements as to conditions of employment, wage rates and hours as set forth by statute.

# If BIDDER is an INDIVIDUAL

By:	
_	(signature)
_	(print or type individual's name, & title if applicable)
Doing Business As:	
Business Address:	
_	
Phone No.: _	
If BIDDER is a PART	
Ву:	(print or type firm name)
_	(signature of general partner)
Business Address:	(print or type partner's name & title)
Phone No.:	
Fax No.:	

March 13, 2024 00300-HVAC-5 RFB-DCB-04-24

# If BIDDER is a CORPORATION

	(print or type the Corporation's name)	
	(state of incorporation)	
Ву:		
	(signature of president or vice-president	t, see Instructions to Bidders)
	(print or type name & title)	(Corporate Seal)
ttest (by corporate secreta	ry or assistant secretary):	
	(signature)	
-	(name & title)	
Business Address:		
Phone No.:		
Fax No.:		
If BIDDER is a JOINT V	/ENTURE  (print or type firm name of joint ventu	nre)
	, J	,
	(signature)	(name & title)
Business Address:		
Phone No.:		
Email:		
Business Address:	(signature)	(name & title)
Phone No.:		
Email:		
· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·	

(Each joint Venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

END OF SECTION 00300

March 13, 2024 00300-HVAC-6 RFB-DCB-04-24

# SECTION 00300 - BID FORM - PLUMBING CONTRACT FOR: RFB-DCB-04-24 Dutchess County Public Transit Facility Renovation Phase II OWNER: **Dutchess County** MAIL BIDS Department of Public Works TO: 626 Dutchess Turnpike Poughkeepsie, New York 12603 **FROM** Name of Bidder Bid Opening Date Street City, State, Zip Code Telephone Fax No. Email 1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with the OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents. 2. BIDDER accepts all of the terms and conditions of the Notice to Bidders, Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for forty-five (45) days after the day of Bid opening. Award of contract will be made by the Owner to the lowest responsible Bidder meeting the requirements of the Owner and will be made within forty-five (45) days after the opening of the bids. When award is made, the successful Bidder's collateral only, will be retained until the executed agreement, executed performance and labor and material payment bonds and acceptable Certificate of Insurance have been delivered. Should the award be delayed more than forty-five (45) days after the opening of the bid, all Bidders' collateral shall be returned, unless such delay is from causes beyond the control of the Owner. BIDDER will sign and submit the Agreement in accordance with Instruction to Bidders. 3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that: A. BIDDER has examined copies of all the Bidding Documents and the following addenda (receipt of which is hereby acknowledged): Addendum No. Date

- **B.** BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- **C.** BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies which pertain to the physical conditions at the site, that affect the cost, schedule, performance or furnishing of the Work.
- **D.** BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- **E.** BIDDER has given ARCHITECT/ENGINEER written notice of all conflicts, errors, omissions or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ARCHITECT/ENGINEER is acceptable to BIDDER.
- **4.** BIDDER will complete the work for the following price(s). If there are multiple primes or multiple contracts, the Owner may accept Bids, separately or in any combination, at its sole discretion:

### **A.** BASE BID:

The Work of Project is defined by the Contract Documents and consists of the following:

Visitors Restroom Upgrades – Upgraded finishes & fixtures.

Mechanics Breakroom Upgrades – Upgraded finishes & fixtures, wall modifications.

Mechanics Locker Room / Bathroom Upgrades – Upgraded finishes & fixtures, wall modifications.

Existing Office and Garage HVAC Updates – Replacement rooftop units AC-1, AC-2 and associated VAV's, spot repairs to existing ductwork, remove AC-3 and associated ductwork.

Garage Building Expansion – New garage storage building addition.

Additional Employee Parking – New parking lot for 10 vehicles adjacent to Industry Street.

Site Storm Water Improvements – Cleaned out and repaired storm water infrastructure across the site, regraded storm water features.

Facility Ring Road and Site Improvements – Additional driveway pavement, bollard protection at associates break area, grading and seeding across the site.

Existing Garage Door Frame Repairs – Repaint garage door frames on existing bus garage building.

Pursuant to, and in compliance with the specifications herein described and including any Addenda issued by Dutchess County and mailed or delivered to the undersigned prior to the opening of Bids, whether received by the undersigned or not, we,

	 	 ,
Insert Company Name		

hereby propose to furnish all labor, supplies, materials, and equipment for PLUMBING CONTRACTOR work as required by and in strict accord with the applicable provisions of the Drawings and Specifications entitled RFB-DCB-04-24 Dutchess County Public Transit Facility Renovation Phase II, to the satisfaction and approval of Dutchess County in accordance with the terms and conditions of the Contract Documents for the following sum:

Dollars (	(\$
	·

# **B.** ALLOWANCE(S)

The following cash allowance is to be included in the Base Bid:

ALLOWANCE NO. 1: \$1,900.00 Contingency Allowance

1. This allowance includes material cost, receiving, handling, and installation and Contractor overhead and profit.

March 13, 2024 00300-PC-2 RFB-DCB-04-24

# C. ALTERNATES

If the Owner selects an alternate, the prices set forth below, inclusive of overhead, profit and schedule compliance, will represent the amount to be added to the Base Bid.

ADD ALTERNATE No. 1: Exterior Metal Wall Panel Replacement Provide and install exterior metal wall panels up to 12' elevation on the North and East building façades for th lump sum of:	e
Dollars (\$)	
ADD ALTERNATE No. 2: Entry Rotunda Glazing Replacement Remove, re-gasket, and reinstall all window glazing at the building entry rotunda for the lump sum of:	
Dollars (\$)	
ADD ALTERNATE No. 3: Building Management System (BMS) Integration Provide and install Building Management System (BMS) integration to the existing facility HVAC equipment for the lump sum of:	
Dollars (\$)	
ADD ALTERNATE No. 4: Office Area Fin Tube System Boiler Plant Replacement Provide and install a boiler plant replacement to the existing office area fin tube system for the lump sum of:	
Dollars (\$)	

# D. UNIT PRICES - NONE

- 5. BIDDER agrees to commence work immediately upon receipt of an executed Notice to Proceed.
- **6.** BIDDER agrees that the Work will be complete in accordance with the Project Master Schedule attached to the Owner/Contractor Agreement.

# 7. APPRENTICESHIP PROGRAM, CERTIFICATION AND COUNTY PROCUREMENT POLICY

The bidder certifies, under penalty of perjury, that it has it has in place, or will have at the time of entering into a Contract, appropriate apprenticeship agreements registered with the NYS Department of Labor. The County requires proof of this program to be submitted with the bid.

The County of Dutchess requires that any contractor or subcontractor have, prior to entering into a contract for the process of building, renovating or demolishing a public building owned, operated and maintained by the County of Dutchess, with a value in excess of \$250,000.00, apprenticeship agreements appropriate for the type and scope of work to be performed and which have been registered with the NYS Department of Labor in accordance with Article 23 of the Labor L

### BID # RFB-DCB-04-24

# 1. NON-COLLUSION CERTIFICATION

As required by Section 103-d of the New York State General Municipal Law, the bidder certifies under the penalties of perjury that:

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 knowledge and belief:

- a. 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;
- b. 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;
- c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

# 2. IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION

As required by Section 103-g of New York State General Municipal Law, the bidder certifies under the penalties of perjury that:

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a(3)(b).

# CERTIFICATION SIGNATURE(S) FOR 1 AND 2:

Signed		 _	
Ву		 _	
Dated			
Bid submitted by:	Name:		
	Address:	 	
	Phone:	 	
	Fax #:	 	
	Email:		

The undersigned Bidder further agrees to comply with all the requirements as to conditions of employment, wage rates and hours as set forth by statute.

# If BIDDER is an INDIVIDUAL

By:	
<del>-</del>	(signature)
Doing Business As:	(print or type individual's name, & title if applicable)
Business Address:	
Phone No.: _	
If BIDDER is a PART	NERSHIP
By:	(print or type firm name)
_	(signature of general partner)
Business Address:	(print or type partner's name & title)
Phone No.:	
Fax No.:	

# If BIDDER is a CORPORATION

	(print or type the Corporation's name)	
	(state of incorporation)	
By:		
	(signature of president or vice-president	t, see Instructions to Bidders)
	(print or type name & title)	(Corporate Seal)
ttest (by corporate secreta	ry or assistant secretary):	
	(signature)	
	(name & title)	
Business Address:		
Phone No.:		
Fax No.:		
If BIDDER is a JOINT V	/ENTURE  (print or type firm name of joint ventu	ure)
	(signature)	(name & title)
Business Address:		
Phone No.:		
Email:		
Business Address:	(signature)	(name & title)
Dusiliess Address:		
Phone No.:		
Email:		
·	·	

(Each joint Venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

END OF SECTION 00300

March 13, 2024 00300-PC-6 RFB-DCB-04-24

# STATEMENT OF UNDERSTANDING OF INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR RFB-DCB-04-24

I (We) have read the Indemnification and Insurance requirements cited in the subject Sample Agreement articles 8 and 9 of the Request for Bids or Proposals and understand the obligations thereof. These requirements have been reviewed with our insurance agent and/or legal counsel and it was determined that the Indemnification and Insurance requirement s are acceptable. Upon receipt of a designation from the County of Dutchess to perform the services described in the subject RFB or RFP, I (we) intend to enter into an agreement with the County of Dutchess that will include the Indemnification and Insurance requirements as stated within the RFB or RFP.

Company Name:		
Address:		
City:	State:	Zip:
Name of Authorized Official Submitting	Proposal:	Signature
		Print Name
Date:		

THIS COMPLETED FORM MUST BE INCLUDED WITH YOUR PROPOSAL

# LABOR STANDARDS NOTICE

I, Robert H. Balkind, P.E., Commissioner of the Department of Public Works, Dutchess County, New York, pursuant to Section 220 of the Labor Law of the State of New York, does hereby determine that the following is the schedule of wages and supplements to be paid for the following trades or occupations in connection with **Dutchess County Public Transit Facility Renovations Phase II.** 

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

Section 220 of the Labor Law, as amended, also provides that the supplements to be provided to laborers, workmen and mechanics upon public works "shall be in accordance with the prevailing practices in the locality...". The amount of supplements listed on the enclosed schedule does not necessarily include all types of prevailing supplements in the locality, and a future determination of the industrial Commissioner may require the Contractor to provide additional supplements. The Contractor shall provide statutory benefits for disability benefits, workers' compensation, unemployment insurance and social security.

# **REQUIRED 10 HOUR TRAINING**

All laborers, workers and mechanics employed by a contractor, subcontractor or other person doing or contracting to do the whole or part of the work, shall be certified prior to performing any work on the project as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration (OSHA) that is at least then ten (10) hours in duration for all contracts for construction, reconstruction, maintenance and/or repair of public work in excess of two hundred and fifty thousand dollars (\$250,000.00). This requirement is in pursuant to NYS Labor Law Section 220-h. Rules and regulations are available on the NYSDOL website.

# APPRENTICESHIP PROGRAMS

The County of Dutchess requires that any contractor or subcontractor have, prior to entering into a contract for the process of building, renovating or demolishing a public building owned, operated and maintained by the County of Dutchess, with a discreet contract or sub-contract value in excess of \$250,000.00, and certain bridge construction contracts in excess of \$500,000.00, apprenticeship agreements appropriate for the type and scope of work to be performed and which have been registered with NYS Department of Labor in accordance with Article 23 of the Labor Law. This policy shall not apply to any Construction Contracts utilizing federal, state, county, or other funding assistance to the extent the terms of such funding assistance precludes the application of this policy and shall not apply to any Construction Contract where another governmental entity is also a signatory to the contract, or to an intermunicipal agreement relating to the contract, unless such other entity agrees to be bound by the provisions of this policy.

# **ENFORCEMENT OF LABOR LAW SECTION 220**

In addition to any enforcement actions taken by the Federal or the New York State Departments of Labor, the Dutchess County District Attorney's Office shall pursue enforcement of violations of New York State Labor Law Section 220, conviction of which is punishable by fine or imprisonment, or both. This LABOR STANDARDS NOTICE MUST be returned to the Project Owner attached to the Bid. Failure to submit the signed notice may result in a bid being deemed incomplete and rejected.

# **ACCEPTANCE OF NOTICE**

In preparing the attached bid, I (we) have read, understand and acknowledge this LABOR STANDARDS NOTICE and if awarded this bid, I (we) shall comply with all Federal, State and Local wage and labor requirements, including Section 220 of the Labor Law, and the Dutchess County Procurement Policy.

Date:	 	
Company Name:	 	
By:	 	
Title:		

# **Bond No: xxxxxxxx**

# **CONTRACTOR:**

(Name, legal status and address)

Xxxxxxxxxxxxxxxxx Address City, State, Zip

# **OWNER:**

(Name, legal status and address)
County of Dutchess
22 Market Street
Poughkeepsie, NY 12601

# 

# **PROJECT:**

(Name, Location or address and Project number, if any) RFB-DCX-xx-xx Project Title

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

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

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

# **SURETY:**

(Name, Legal status and principal place of business)

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxXXAddress City, State, Zip

	Company Name: xxxxxxxx	xxxxxxxxxxxx
	(Principal) Print Name	(seal)
vitness)	(Title)	
	Surety Name:xxxxxxxxxxxx	xxxxxx
	(Surety) name	(seal)
itness)	(Title)	

# ACKNOWLEDGEMENT OF PRINCIPAL – IF A CORPORATION

within ch corporate eto by like
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nent is such nt of , issued to l Company g and
nt , i

Notary Public

# XXXXXXXX XXXXXXX INSURANCE COMPANY

# XXXXXXX, STATE

Financial Statement, xxxxx xx, 20xx Statutory Basis

ASSETS		LIABILITIES			
U.S. Governmental Bonds	\$xxxxxx.xx	Reserve for Cla	ims		
Bonds of Other Governments	\$xxxxxx.xx	and Claim I	and Claim Expense		
State, County Municipal		Reserve for Unearned Premiums		\$xxxxxx.xx	
Miscellaneous Bonds	\$xxxxxx.xx	Reserve for Tax	es, License		
Stocks	\$xxxxxx.xx	and Fees		\$xxxxxxx.xx	
Short Term Investments	\$xxxxxxxxxxx	Miscellaneous I	Miscellaneous Liabilities		
	<u>\$xxxxxxxxxx</u>	Total Liabilities		\$xxxxxxxxxxx	
Real Estate	\$xxxxxxxxxx	Capital Paid In	\$xxxxxxxxxxx		
Cash	\$xxxxxxx.xx	Surplus	\$xxxxxxxxxxx		
Agents' Balances (under 90 Day)	\$xxxxxx.xx				
Other Invested Assets	\$xxxxxxx.xx	Surplus as regar	ds Policy Holders		
<u>\$xxxxxxxxxxxx</u>					
Miscellaneous	\$xxxxxxxxxxx	Total Liabilities	, Capital		
Total Admitted Assets	<u>\$xxxxxxx.xx</u>	and Surpl	us		
<u>\$xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx</u>					
COUNTY OF XXXXXXXXX CITY OF XXXXXXXXXX  Xxxxxxxx, Title and xxxxxxxx, deposes and say that the foregoing is a traxxx, xx, 20xx.					
Subscribed and sworn to before this xxx day of xxxxxx 20xx.	me		N. O. C.		
			Name & title		
	SEAL				
Vyyyyyyy			Name & Title		
Xxxxxxxx			maille & Tille		
Notary Public					

# SECTION 00485 - PERFORMANCE BOND INFORMATION FORM

(To be completed and submitted with Bid Forms by all Bidders.)

Project Location
Name of Contact
Name of Contractor
Address
Bonding Company or Person Issuing Security Bond
Bonding Company of Person Issuing Security Bond
Address _
Bonding Company Agent
Address
Amount of Bond* \$ Contract Price As Awarded
Duration of Bond* One Year After Date of Final Payment
Identification Number of Bond Assigned When Bond is Furnished
* Amount and duration of bond are in accordance with the General Conditions and any applicable Supplementary Conditions.

END OF SECTION 00485

# SECTION 00490 - INSURANCE INFORMATION FORM

(To be completed and submitted with Bid Forms by all Bidders.)
Project Location
Name of Contact
Name of Contractor
Address
Insurance Company or Companies Issuing Project Insurance
Address
Insurance Company Agent
Address
* Amounts of insurance are in accordance with the General Conditions and must be approved by the Dutchess County Director of Risk Management.
** Bidders are required to furnish said insurance documentation within five (5) days from date of the Notice of Award letter. Failure to do so will give the County the option to deem the bidder non-responsive and the County may seek the next lowest bidder. Failure to submit acceptable insurance documentation will also result in forfeiture of Bid Security. The Owner will be entitled to such other rights as may be granted by law.
*** See attached Sample Insurance.
END OF SECTION 00490



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

	ne terms and conditions of the policy, ertificate holder in lieu of such endors				laorser	nent. A Stati	ement on th	s certificate does flot co	inei ni	gints to the
_	DUCER				CONTAC NAME:	CT				
					PHONE (A/C, No	, Ext):		FAX (A/C, No):		
					E-MAIL ADDRES	SS:				
								DING COVERAGE		NAIC#
					INSURE			Best Rated A- or better)		
INSU	JRED				INSURE	<sub>R В з</sub> Non-Adı	mitted in NYS	(AM Best Rated A+ or be	tter)	
					INSURE	RC:				
	Name MUSt be the same as	what	is		INSURE	RD:				
	on the CONTRACT				INSURE	RE:				
					INSURE	RF:				
CO				NUMBER:				REVISION NUMBER:		
11	HIS IS TO CERTIFY THAT THE POLICIES NDICATED. NOTWITHSTANDING ANY REERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	QUIF	REMEI AIN.	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF ANY	' CONTRACT THE POLICIE	OR OTHER D S DESCRIBED PAID CLAIMS	OCUMENT WITH RESPEC HEREIN IS SUBJECT TO	:1 10 V	VHICH THIS
INSR		ADDL	SUBR			POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	s	
LIK	GENERAL LIABILITY	mon	1110					EACH OCCURRENCE	s	1,000,00
	X COMMERCIAL GENERAL LIABILITY							DAMAGE TO RENTED PREMISES (Ea occurrence)	S	100,00
	CLAIMS-MADE X OCCUR						ì	MED EXP (Any one person)	\$	5,000
		х	x	Policy Number				PERSONAL & ADV INJURY	s	1,000,000
							()	GENERAL AGGREGATE	s	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG	\$	2,000,000
	POLICY PRO- LOC								\$	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	S	1,000,000
	X ANY AUTO							BODILY INJURY (Per person)	\$	
	ALL OWNED SCHEDULED AUTOS	X	x	Policy Number				BODILY INJURY (Per accident)	\$	
	HIRED AUTOS NON-OWNED AUTOS							PROPERTY DAMAGE (Per accident)	\$	
	AUTOS								\$	
	X UMBRELLA LIAB X OCCUR							EACH OCCURRENCE	\$	5,000,000
	X EXCESS LIAB CLAIMS-MADE	X	X	Policy Number				AGGREGATE	\$	5,000,000
	DED RETENTIONS								s	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							WC STATU- OTH- TORY LIMITS ER		
	AND EMPLOYERS LIABILITY  ANY PROPRIETOR/PARTNER/EXECUTIVE  OFFICER/MEMBER EXCLUDED?	N/A	Y					E.L. EACH ACCIDENT	\$	100,000
	(Mandatory in NH)		^					E.L. DISEASE - EA EMPLOYEE	\$	100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	500,00
	Professional Liability (if required)									
	. , , , , , , , , , , , , , , , , , , ,									
Co Ge Du	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  County of Dutchess included as additional Insured on a primary and non-contributory basis for General Liability, Auto Liability and Excess/Umbrella Liability, General Liability additional Insured forms CG2037 7/04 and CG2010 4/13 editions or their equivalent are included. Wavier of Subrogation in favor of County of Dutchess Included on General Liability, Auto Liability, Excess/Umbrella Liability, and Workers Compensation, 30 Day notice of Cancellation or Material Change to Certificate Holder is Included.									
<u></u>	DTIEICATE HOI DED	_			CANO	CELLATION				
ÜE	RTIFICATE HOLDER				CAN	LLLATION				
COUNTY OF DUTCHESS 22 MARKET STREET				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
	POLIGHKEEPSIE NY 12601					AUTHORIZED REPRESENTATIVE				

Comn		ACTOR QUALIFICATION			
Addre	ss		Corporation ( ) Partnership ( ) Individual ( ) Joint Venture ( ) Other ( )		
Name	of Project:	Dutchess County Public Transit Facil BID NO. RFB-DCB-04-24	lity Renovations Phase II		
1.0	BIDDER'S	QUALIFICATION			
	projects of information each project detrimental poor workn	all provide references evidencing successimilar scope and type of work within the for projects shall be provided and reference to was completed with good performationship with the owner/enginanship, poor performance or detriment engineer may be grounds for rejecting the second seco	he last five years. Contact name and ences will be checked to confirm that ince, without poor workmanship or neer. Bidder's references evidencing tal relationships with		
2.0	ORGANIZA	TION			
2.1	How many years has your organization been in busines		ss?		

- 2.2 How many years has your organization been in business under its present name?
  - 2.2.1 Under what other or former names has your organization operated?

CQ-1 RFB-DCB-04-24

2.3	If your	organization is a corporation, answer the following:
	2.3.1	Date of Incorporation:
	2.3.2	State of Incorporation:
	2.3.3	President's name:
	2.3.4	Vice-Presidents name:
	2.3.5	Secretary's name:
	2.3.6	Treasurer's name:
2.4	If your	organization is a partnership, answer the following:
	2.4.1 2.4.2 2.4.3	Date of organization: Type of partnership: (if applicable) Name(s) of general partner(s):
2.5	If your	organization is individually owned, answer the following:
	2.5.1 2.5.2	Date of Organization: Name of Owner:
2.6	If the f	form of your organization is other than those listed above, describe it and name the bals:
3.0	LICEN	ISING
	•	risdictions and trade categories in which your organization is legally qualified to do ess, and indicate registration or license numbers, if applicable.
4.0	EXPE	RIENCE
4.1	List the	e categories of work that your organization normally performs with its own forces.
4.2	Claims	s and Suits. (If the answer to any of the questions below is yes, please attach details

CQ-2 RFB-DCB-04-24

	4.2.1	Has your organization ever failed to complete any work awarded to it?
	4.2.2	Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?
	4.2.3	Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?
4.3	officer	the last five years, has any officer or principal of your organization ever been an or principal of another organization when it failed to complete a construction contract?, please attach details.)
4.4		e list major construction projects your organization has in progress, giving the name of oject, owner, contract amount, percent complete and scheduled completion date.
4.5	Please	e list the major projects your organization has completed in the past five years.
SIGNA	ATURE	
	Date _	
	I certify	y that the above information is true and correct.
	Signat	ure
	Title	

CQ-3

# SECTION 00450 - MATERIALS AND EQUIPMENT SUPPLIER LISTING

List the name of the supplier (and manufacturer if different) that you propose for the particular material and equipment designated below. Please print in ink or type in the spaces provided. Attach additional sheets if necessary.

This identification of suppliers is required of all Bidders as part of their Bid and is in partial fulfillment of requirements in Article 1.3 of the Instructions to Bidders. Additional data on proposed suppliers may be requested from selected Bidders after the Bid Opening in accordance with Article 1.3.

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8.			

END OF SECTION 00450

# SECTION 00500 – POST BID REQUIREMENTS (BID CONTRACTOR EVALUATION FORMS)

FOR: Dutchess County Public Transit Facility Renovations Phase II

TO: Dutchess County Department of Public Works
626 Dutchess Turnpike, Poughkeepsie, NY 12603

FROM

Name of Bidder

Address

Telephone

Date Bid

- 1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with the OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
- 2. <u>Included with the submission of this sealed bid</u>, the Bidder must include a separate sealed list of all PLUMBING, HVAC, AND ELECTRICAL SUBCONTRACTORS in accordance with NYS General Municipal Law Section 101(5), using the following form:
  - 00510.1 Plumbing, HVAC, and Electrical Subcontractor Listing
- 3. Within 48 hours of notification by Owner, requested contractor will submit the following information:
  - A. 00510.2 Subcontractor Listing (other than Plumbing, HVAC, and Electrical)
  - B. 00520 Lump Sum Bid Breakdowns.

Fax No.

END OF SECTION 00500

# SECTION 00510.1 - PLUMBING, HVAC, AND ELECTRICAL SUBCONTRACTOR LISTING Do you plan to subcontract any part of the Work? \_\_NO \_\_\_\_\_ If YES, list the name and address of all Subcontractors that you propose to use. Please print in ink or type in the spaces provided. Attach additional sheets if necessary. This identification of subcontractors is required of all Bidders as part of their Bid Subcontractor Name and Address Trade Amount to be paid BIDDER:

END OF SECTION 00510.1

Signature and Title (Duly Authorized Principal Officer)

SUBMITTED BY: \_\_\_\_

SE	CTION 00510.2 - SUBCONTRACTOR LISTING (other than Plumbing,	HVAC, and Electrical)
Do	you plan to subcontract any part of the Work?	
YE Ple	SNO If YES, list the name and address of al ase print in ink or type in the spaces provided. Attach additional sheets i	Subcontractors that you propose to use. f necessary.
req	s identification of subcontractors is required of all Bidders as part of thei uirements in Article 6.3 of the Instructions to Bidders. Additional data o uested from selected Bidders after the Bid Opening in accordance with A	n proposed Subcontractors may be
1.	Subcontractor Name and Address	Trade
		- - -
2.		-
3.		- - 
4.		- - -
5.		- - -
		-
6.		
		-

END OF SECTION 00510.2

# SECTION 00520 - LUMP SUM BID BREAKDOWN

Owner: Dutchess County Department of Public Works

**Project Description:** Dutchess County Public Transit Facility Renovations Phase II

DIVISION NO.	BID DIVISION TITLE	PRIME CONTRACTOR	SUBCONTRACTOR	MATERIAL OR EQUIP. SUPPLIER
02 EXISTING CONDITIONS				
03	CONCRETE			
04	MASONRY			
05	METALS			
06	WOOD, PLASTICS, COMPOSITES			
07	THERMAL AND MOISTURE PROTECTION			
08	OPENINGS			
09	FINISHES			
10	SPECIALTIES			
22	PLUMBING			
23	HEATING VENTILATION AND AIR CONDITIONING			
26	ELECTRICAL			
31	EARTHWORK			
32	EXTERIOR IMPROVEMENTS			
33	UTILITIES			
	BUILDING TOTAL:	\$	\$	
BIDDER:				
SUBMITTED BY:				
Signature and Title (Duly Authorized Principal Officer) Date				

END OF SECTION 00520

# ${\tt SECTION~00530-SUBSTITUTIONS/EQUIVALENT~PRODUCTS~LISTING}$

Do y	ou plan to make substitutions for equivalent products in lieu of specified materials for any part of the Work?
YES Pleas	NO If YES, list each substitution/equivalent products that you propose to use. se print in ink or type in the spaces provided. Attach additional sheets if necessary.
This	identification of substitutions/equivalent products is required of all Bidders as part of their Bid.
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END OF SECTION 00530

# <u>SAMPLE</u> FORM 00600 - NOTICE OF AWARD

TO: CONTRACTOR STREET ADDRESS CITY STATE ZIP

RE: RFB-DCB-XX-XX Project Name

Dear: NAME

You are hereby notified that your bid has been accepted for the referenced project in the amount of:

BASE BID:	\$
ALTERNATES (IF APPLCABLE)	\$
TOTAL CONTRACT AMOUNT (BASE BID & ALTERNATES):	\$

You are required under the terms of the Instructions to Bidders to execute an Agreement and furnish the required certificates of insurance.

As the Awarded Bidder, you are required to furnish said insurance documentation within five (5) days from date of this letter. Failure to do so will give the County the option to deem the bidder non-responsive and the County may seek the next lowest bidder. Failure to submit acceptable insurance documentation will also result in forfeiture of Bid Security. The Owner will be entitled to such other rights as may be granted by law.

The Awarded Bidder shall provide Owner with Performance, Payment and Labor/Material bonds, all in the full monetary amount as indicated in the *Total Contract Amount (Base Bid & Alternates, if any)*. Copies of the proposed Bonds shall be submitted to Owner for review and approval prior to actual submission. The approved bonds shall then be submitted along with the return of the signed contract, accepted Notice of Award, and insurance certificates.

Receipt and acceptance of the foregoing Notice of Award is hereby acceptance of the foregoing Notice o

End of Section 00600



# NOTICE TO PROCEED

То:	Contractor Name Attn: Address
DATE:	
RE:	BID No: RFB-DCB-XX-XX Project Title Name
Salutation:	
	Outchess is pleased to issue a <b>Notice to Proceed</b> for the subject project. all begin within ten (10) business days from the date of the <b>Notice to Proceed</b> .
The Notice to I business days o	Proceed shall be signed and returned to the Project Owner via docusign within two (2) of receipt.
If you have any	questions, please contact the DPW – Building Division at (845) 486-2121.
Sincerely,	
Robert H. Balki Commissioner	nd, P.E. of Public Works
RHB:dsg	ACCEPTANCE OF NOTICE TO PROCEED
Receipt of the	foregoing Notice to Proceed is hereby received and accepted
Signature:	
Print Name: _	
Title:	

# COLOR DE LA COLOR

# **AGREEMENT**

Between the Owner and Contractor, with Construction Manager as Adviser

# BETWEEN the Owner:

County of Dutchess 22 Market Street Poughkeepsie, NY 12601

# and the **Contractor**:

XXXX XXXXX

for the following **Project**:

RFB-DCB-xx-xx xxxx

# The Construction Manager:

XXXX XXXXX XXXX

### The Architect:

XXXX XXXXX XXXX

The Owner and Contractor agree as follows.

Term: This Agreement shall be effective xxxx and shall terminate on xxxx. This contract may be extended for additional periods upon such terms and conditions as may be agreed between the parties.

The Contractor by signing the attached Certification Exhibit "B" certifies that it received the Prevailing Wage Rate Schedule PRC# <insert> and is in compliance with all applicable labor laws and regulations of the State of New York and the United States of America.

From Section 4.2, the total amount of the Agreement (with Allowance) is AMOUNT DOLLARS AND XX/100 (\$X,XXX.XX).

# ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Insurance, Bonds, Bid Specifications and Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 11.

# ARTICLE 2 THE WORK OF THIS CONTRACT

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

# ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

•		ne date of commencement of the Work shall be: one of the following boxes.)	
[	]	The date of this Agreement.	
[	]	A date set forth in a notice to proceed issued by the Owner.	
-	] sert a	Established as follows: a date or a means to determine the date of commencement of the Work.)	

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

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

# § 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all Contractors for the Project will be:

XXXX

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

Portion of Work

**Substantial Completion Date** 

# § 3.4 Final Completion of the project, or any Portion Thereof,

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve final completion of the entire work of this Contract:

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

[	]	Not later than two hundred	( 200 ) calendar	days from the dat	e of commencement	of the Work.
Г	1	By the following date:				

§ 3.4.2 If the Contractor fails to substantially complete the Work of this Contract, or portions thereof, as provided in Section 3.3, Architectural charges, Engineering charges, Construction Management charges and liquidated damages, if any, may be assessed as follows:

This information must be in the RFB – project specific

# ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum for the Contractor's performance of the Contract. The Contract Sum shall be in accordance with Section 4.2 below.

# § 4.2 Stipulated Sum

- § 4.2.1 The Contract Sum shall be xxxx THOUSAND AND 00/100 DOLLARS (\$xx,xxx.00), subject to additions and deductions as provided in the Contract Documents.
- § 4.2.2 Alternates, if any, included in the Contract Sum:

Item Price

§ 4.2.3 Allowances, if any, included in the Contract Sum:

Item Price

§ 4.2.4 Unit prices, if any:

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

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

# **ARTICLE 5 PAYMENTS**

# § 5.1 Progress Payments

- § 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.
- § 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

[any changes list here]

- § 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the 15th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 30th day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment of the amount certified shall be made by the Owner not later than 45 days after the Construction Manager receives the Application for Payment.
- § 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment. Each allowance shall be shown as a separate line item on the schedule of values.
- § 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- § 5.1.6 In accordance with the <u>General Conditions of the Contract for Construction</u>, with <u>Construction Manager as Adviser</u>, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
- § 5.1.7 The amount of each progress payment shall first include:
  - .1 That portion of the Contract Sum properly allocable to completed Work;
  - .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
  - .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.
- § 5.1.8 The amount of each progress payment shall then be reduced by:
  - .1 The aggregate of any amounts previously paid by the Owner;
  - .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of the General Conditions of the Contract for Construction, with Construction Manager as Adviser;

- Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of General Conditions of the Contract for Construction, with Construction Manager as Adviser; and
- **.5** Retainage withheld pursuant to Section 5.1.10.

§ 5.1.9 The Contractor shall advise the County in writing of all outstanding billing for each year of the agreement term on or before January 30th. The Contractor shall submit all invoices to the County on or before February 15th. The Contractor's failure to comply with the County's end of the year billing procedures outlined herein may result in invoices not being timely paid.

# § 5.1.10 Retainage

§ 5.1.10.1 For each progress payment the Owner may withhold five percent (5%), as retainage, from the payment otherwise due.

§ 5.1.10.2 Retainage shall be released upon final completion of the Work and receipt of all closeout documents in accordance with Section 5.2.

# § 5.2 Final Payment

- § 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:
  - .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of General Conditions of the Contract for Construction, with Construction Manager as Adviser, and to satisfy other requirements, if any, which extend beyond final payment; and
  - .2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect, and
  - .3 the following closeout documents have been received, and approved:
    - a. AIA Document G704 Certificate of Substantial Completion
    - b. AIA Document G706 Contractor's Affidavit of Payment of Debts and Claims
    - c. AIA Document G706A Contractor's Affidavit of Release of Liens
    - d. AIA Document G707 Consent of Surety to Final Payment
    - e. Certificate of Final Acceptance
    - f. NYS Labor Law section 220a Prime Contractor's Certification
    - g. Operation and Maintenance Manuals
    - h. All documents, insurance, warranty data required by the contract documents

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 45 days after the issuance of the final Certificate for Payment or Project Certificate for Payment. Retainage shall be released 30 days after the issuance of final payment.

# **ARTICLE 6 DISPUTE RESOLUTION**

# § 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of <u>General Conditions of the Contract for Construction, with Construction Manager as Adviser</u>, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

[If there should be another Initial Decision Maker instead of the architect, complete their here (Name, the firm or organization they belong to (if applicable), the firm or organizations' address)]

# § 6.2 Binding Dispute Resolution

The method of binding dispute resolution shall be litigation in Dutchess County Supreme Court.

# ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of <u>General Conditions of the Contract</u> for Construction, with Construction Manager as Adviser.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of <u>General Conditions of the Contract for Construction</u>, with <u>Construction Manager as Adviser</u>.

# § 7.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of <u>General Conditions of the Contract for Construction</u>, with <u>Construction Manager as Adviser</u>; in such case, the Contract Sum and Contract Time shall be increased as provided in Article 14 of General Conditions of the Contract for Construction, with Construction Manager as Adviser.

# **ARTICLE 8 INDEMNIFICATION**

§ 8.1 Indemnification. The Contractor agrees to the fullest extent permitted by law to defend, indemnify and hold the County and its employees harmless from any and all such losses, claims, liens, demands and causes for action, including but not limited to, judgments, penalties, interest, court costs, and legal fees incurred by the County on behalf of any party, in connection with or arising from the Contractor's work. Additionally, the Contractor further agrees to the fullest extent permitted by law to defend, indemnify and hold the Architect and/or the Construction Manager and their employees harmless from any and all such losses, claims, liens, demands and causes for action, including but not limited to, judgments, penalties, interest, court costs, and legal fees incurred by the Architect and/or the Construction Manager, as applicable, on behalf of any party, in connection with or arising from the Contractor's work. The Contractor shall investigate, handle, respond to and defend any such claims, demands or suits at its sole expense, and shall bear all other related costs and expenses even if such claims, demands, or suits are groundless, false or fraudulent. This indemnification section shall survive the expiration or termination of this Agreement.

In any matter in which indemnification hereunder would violate Section 5-322.1 of the New York General Obligations Law or any other applicable legal prohibition, the foregoing provision shall not be construed to indemnify the County for damage arising out of bodily injury to persons or to property caused by or resulting from the sole negligence of Dutchess County employees. The term "employee" shall include all officers, advisory board members and/or volunteers serving the County.

# **ARTICLE 9 INSURANCE REQUIREMENTS**

§ 9.1 Insurance Requirements. At all times during the term of this Agreement, the Contractor and his sub-contractors, if any, shall maintain at his own cost the following insurance and shall provide proof thereof to the Owner, in the form of a Certificate of Insurance, prior to commencing work under this Agreement.

- Worker's Compensation. Employer's Liability (statutory limits). In compliance with the Workers' Compensation Law of the State of New York, each contractor shall provide:
  - a. a certificate of insurance on a Acord form indicating proof of coverage for Workers' Compensation, Employer's Liability, OR
  - b. a New York State Workers Compensation Notice of Compliance (Form C-105, Form U-26.3, Form SI-12 for Form SI-105.2P).
    - If the workers compensation Notice of Compliance is used instead of the Acord Certificate of insurance, the Notice of Compliance must indicate that a waiver of subrogation in favor of the County of Dutchess, as well as the Architect and Construction Manager, is provided and must indicate that prior to cancellation or material change of the policy, a thirty (30) day notice shall be given to the Certificate Holder.
  - c. In the event that the Contractor is exempt from providing coverage, he must provide a properly executed copy of the Certificate of Attestation of Exemption form NYS Workers' Compensation Board, Form CE-200.
  - d. A Certificate of participation in a self-insurance program. The department responsible for the implementation of the Agreement will obtain verification from the Director of Risk Management for those municipalities participating in the Dutchess County Self-Insured Plan.

# II) Commercial General Liability

a. Insurance coverage including blanket contractual coverage for the operation of the program under this Agreement with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

- b. This insurance shall be written on an occurrence coverage form and include bodily injury and property damage liability
- c. The County, as well as the Architect and Construction Manager, must be listed as additional insured and include Waiver of Subrogation covering the County, Architect, and Construction Manager.
- d. The additional insured endorsement for the Commercial General Liability Insurance required above shall not contain any exclusion for bodily injury or property damage arising form completed operations.

#### III) Automobile Liability

- a. Insurance coverage for all owned, scheduled, hired, and non-owned vehicles with a combined single limit of liability of not less than \$1,000,000.
- b. This insurance shall include coverage for bodily injury and property damage.
- c. The County, as well as Architect and Construction Manager, must be listed as additional insured and include Waiver of Subrogation covering the County, Architect and Construction Manager.

#### IV) Excess/Umbrella Liability

- a. With limits not less than \$5,000,000 per occurrence with a \$5,000,000 aggregate.
- b. The County, as well as the Architect and Construction Manager, must be listed/included as additional insured.
- c. The umbrella/excess policy is primary and noncontributory and must contain a waiver of subrogation in favor of the County of Dutchess, as well as the Architect and Construction Manager.

### V) [Subsection Not Applicable]

#### VI) The Acord Form certificate of insurance must contain the following provisions:

- a. The County of Dutchess, as well as the Architect and Construction Manager, must be listed as certificate holder and additional insured on the commercial general, umbrella/excess and automobile liability policies.
- b. In addition, the commercial general liability policy must include the additional insured endorsement forms cg 2037 July 2004 edition and the cg 2010 April 2013 edition or their equivalent.
- c. The commercial general and automobile policies are primary and noncontributory.
- d. The commercial general liability, auto liability and workers compensation policies must contain a waiver of subrogation in favor of the County the Dutchess, as well as the Architect and Construction Manager.
- e. The umbrella/excess policy is primary and noncontributory and must contain a waiver of subrogation in favor of the County of Dutchess, as well as the Architect and Construction Manager.
- f. If the workers compensation Notice of Compliance is used instead of the Acord certificate of Insurance, the Notice of Compliance must indicate that a waiver of subrogation in favor of the County of Dutchess, as well as the Architect and Construction Manager, is provided.

# VII) Certificate Holder (the Owner) And Additional Insured (the Owner, the Architect, and the Construction Manager) Shall Be Named As:

a. The Owner: County of Dutchess

22 Market Street

Poughkeepsie, NY 12601

b. The Architect: The Architect's Firm

Address City, State Zip

c. The Construction Manager: The Construction Manager's Firm

Address City, State Zip

#### VIII) All policies of insurance referred to above

- a. Shall be underwritten by companies authorized to do business in the State of New York with an A.M. Best financial strength rating of A- of better.
  - i) In the alternative, the policies of insurance referred to above may be underwritten by Non-Admitted companies with an A.M. Best financial strength rating of A+ or higher.
- b. In addition, every policy required above shall be primary and noncontributory.
- c. Any insurance carried by the County, its officers, or its employees, as well as the Architect and Construction Manager, shall be excess and noncontributory insurance to that provided by the Contractor.
- d. The Contractor and his sub-contractor(s), if any, shall be solely responsible for any deductible losses under each of the policies required above.
- e. Payment(s) to the Contractor may be suspended in the event the Contractor and his sub-contractor(s), if any, fails to provide the required insurance documentation in a timely manner.
- IX) Prior to cancellation or material change in any policy, a thirty (30) day notice shall be given to the County Attorney at the address listed below:

County Office Building Attn: Dutchess County Attorney 22 Market Street Poughkeepsie, NY 12601

- a. On receipt of such notice, the County shall have the option to cancel this Agreement without further expense of liability to the County, or to require the Contractor to replace the cancelled insurance policy, or rectify and material change in the policy, so that the insurance coverage required by this paragraph is maintained continuously throughout the term of this Agreement in form and substance acceptable to the County.
  - i) Failure of the Contractor to take out or to maintain, or the taking out or maintenance of any required insurance, shall not relieve the Contractor from any liability under this Agreement nor shall the insurance requirements be construed to conflict with or to limit the obligations of the Contractor concerning indemnification.
- b. All losses of County property shall be adjusted with and made payable directly to the County.
- c. All Certificates of insurance shall be approved by the County's Director of Risk Management or designee prior to commencement of any work under this Agreement.

d. In the event that claims in excess of these amounts are filed in connection with this Agreement, the excess amount or any portion thereof may be withheld from payment due or to become due the Contractor until the Contractor furnishes such additional security as is determined necessary by the County.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 Where reference is made in this Agreement to a provision of <u>General Conditions of the Contract for Construction, with Construction Manager as Adviser</u> or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 10.2 The Owner's representative:

Commissioner: Robert H. Balkind, PE Dutchess County Department of Public Works 626 Dutchess Turnpike Poughkeepsie, NY 12603

§ 10.3 The Contractor's representative:

[fill in this space for the Contractor's representative in the same format as Section 8.2]

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

#### § 10.5 Other Provisions

- § 10.5.1 Time is of the essence in the commencement, prosecution and completion of the work.
- § 10.5.2 Independent Contractor Status. Contractor agrees that it is an independent contractor and that it and its employees shall not represent to anyone that they are an employee or officer of the County. Contractor also understands and agrees that neither federal, state, nor local income tax nor payroll tax of any kind shall be withheld or paid by the County on its behalf or on behalf of any of its employees, that Contractor and its employees are not eligible for and shall not participate in, any employee pension, health, retirement or other fringe benefit plan of the County, that no workers' compensation insurance shall be obtained by the County for Contractor for any of its employees, that it and its employees shall have no claim against the County for these or any other benefits or rights or privileges of any officer or employee of the County.
- § 10.5.3 Audit. Contractor shall maintain an accounting system that enables the County to readily identify assets, liabilities, revenues, expenses and disposition of County Funds. Records should include, but not be limited to, those kept by the Contractor, its employees, agents, assigns, and subcontractors.

All vouchers or invoices presented for payment to be made hereunder, and the books, records and accounts upon which the vouchers or invoices are based are subject to review by the responsible department and audit by the County Comptroller. Contractor shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the County.

The audits may include examination and review of the source and application of all funds from the county, state, or federal governments. Contractor shall not be entitled to any interim or final payment under this Agreement, and any overpayment may be recouped, if any audit requirements and/or request have not been satisfactorily met or if any expenditures or fees by the Contractor are determined to be irregular by the auditor. This paragraph shall survive the termination of the Agreement.

§ 10.5.4 Severance Pay. The County shall not be charged for Severance Pay incentives. The County is aware that from time to time contract agencies engage in programs such as early retirement plans which reward employees with a severance payment as an incentive toward voluntary resignation. The County of Dutchess is prohibited by the New York State Constitution from making a gift of public funds and such severance pay incentives amount to such a gift. Therefore, notice is hereby given that County funds shall not be used for the purpose of a severance pay or any such incentive. If an audit of payments made under this contract reveals that such payment shave been made, the Contractor shall immediately reimburse the County for the full amount with interest upon receipt of a written demand from the County. In addition, the County may declare this agreement null and void.

- § 10.5.5 Contractors Obligations Post Termination With or Without Cause. Upon termination of this Agreement, Contractor shall: (1) cooperate with the County to develop a transition plan and assist in affecting an orderly transfer of services and obligations to any successor Contractor(s) so as to prevent any disruption in services; (2) provide the County with access to and a copy of, all books, records and other non-proprietary documents including but not limited to digital records, relating to the performance of services under this Agreement that are required or requested, at no charge; and if so directed by the County, (3) continue to perform such services prior to actual termination at the agreed upon contractual rate for up to an additional one hundred twenty (120) days following the notice of termination. The obligations of this paragraph shall survive the termination of this Agreement whether the agreement is terminated for cause of terminated for convenience.
- § 10.5.6 Bonds. The Contractor shall provide the Owner with a Performance Bond and Payment/Labor and Material Bond, both in the full (100%) monetary amount as indicated in this Agreement, along with the return of the signed contract and insurance certificate. Copies of the proposed Bonds shall be emailed to the Owner for review and approval prior to actual submission with the return of the signed contract and insurance certificate. The Bonds shall be dated on or after the effective Contract date.
- § 10.5.7 Qualifications of Contractor. The Contractor specifically represents and covenants that it and its officers, employees, agents, consultants and sub-contractors have and shall possess the licenses, experience, Knowledge and character necessary to qualify them individually for the particular duties they perform hereunder.
- § 10.5.8 Declaration by Contractor. Contractor declares that it has complied with all federal, state and local laws regarding business permits, certificates and licenses that may be required to carry out the work to be performed under this Agreement.
- § 10.5.9 Permits and Compliance. The Contractor shall obtain, maintain and pay for any and all permits and licenses legally required. It shall give all notices, pay all fees, arrange for all inspections and approvals required by any governmental agencies. It shall comply with all laws, rules and regulations applicable to the Work to be performed hereunder. All of the above shall be done at no additional cost to the County. Questions relating to any applicable permits, rules or regulations shall be referred to our appropriate representative. If Contractor performs any work which is contrary to any laws, ordinances, rules, regulations, permit conditions, building codes, orders of directives, it shall assume full responsibility therefore and shall bear all costs and expenses thereto. Contractor shall comply with all of the provisions of the laws of the state of New York and the United States which pertain to municipalities and municipal contracts including but not limited to: Federal Occupational Safety and Health Act and the American Disabilities Act, the Immigration and Naturalization laws and regulations, the General Municipal law, the Worker's Compensation Insurance Law, the Lien Law, the Personal Property Law, the State Unemployment Insurance Law, state and local health laws and regulations.
- § 10.5.10 Non-Discrimination. During the term of this Agreement, Contractor agrees that it shall not discriminate against any employee or applicant for employment because of age, race, creed, sex, color, national origin, disability or marital status, and shall take affirmative action to ensure equal employment opportunities without discrimination because of age, race, creed, sex, color, national origin, disability or marital status. No services to be rendered pursuant to, or in connection with, this Agreement may be refused to any person because of age, race, creed sex, color, national origin, disability or marital status.
- § 10.5.11 Retention of Records. The Contractor agrees to maintain and have available for audit such records as may be required by the County. New York State or United States governmental agencies. These records shall be available for inspection by properly identified personnel of the above governmental agencies upon reasonable notice, and shall be maintained for a maximum of ten (10) years after termination of this agreement.
- § 10.5.12 Non-Assignment. This Agreement may not be assigned by the Contractor without prior written consent of the County, and the County shall be relieved of all liability and obligations consistent with the New York State General Municipal Law Section 109 in the event of such unauthorized assignment.
- § 10.5.13 Labor Standards Notice. Please see the attached "LABOR STANDARDS NOTICE" annexed hereto and made a part of this agreement. (Previously signed as part of the bid documents).
- § 10.5.14 Labor Law. This project is a "Public Work" project and is subject to all the provisions contained in the New York State Labor Law. Any Contractor submitting a bid on this project shall acknowledge that said project is "Public Work". Contractor shall comply with all the provisions of the Labor Law, including but not limited to Article 8, 8-A and 9 of said Law. Contractor shall pay prevailing wages as defined by said Law to all laborers, workers and mechanics, and shall require all subcontractors to do the same. In order to ensure compliance with these provisions, the County shall be entitled to review and/or audit the Contractor's payroll records from time to time

and may require the Contractor to make such records available to the County either at the Contractor's place of business or at a location designated by the County. The Contractor and subcontractor(s) if any shall submit to the County with all requests for payment, certified payrolls or transcripts of the original payroll record, subscribed and affirmed as true under the penalties of perjury.

In the event that you shall fail, in one or more instances, to pay the prevailing wages and supplements in accordance with the New York State Labor Law, it shall be considered a material breach of the contract. 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 the contract immediately on notice. In such event, the Contractor shall be liable to the County for any additional costs incurred in the completion of the project. The conditions contained herein are designed to encourage compliance with the Labor Law and to provide a greater means to detect violations. In the event violations are detected, either by the County or otherwise, the remedies contained in said Law shall be exclusive and shall not create any obligations by the County to enforce said law on behalf of anyone nor create any rights on behalf of anyone against the County.

All laborers, workers and mechanics employed by a contractor, subcontractor or other person doing or contracting to do the whole or part of the work, shall be certified prior to performing any work on the project as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration that is at least ten (10) hours in duration for all contracts for construction, reconstruction, maintenance and/or repair of public work in excess of two hundred and fifty thousand dollars (\$250,000.00). This requirement is in pursuant to NYS Labor Law Section 220-h.

Rules and regulations will be promulgated and posted on the NYSDOL website https://www.labor.state.ny.gov/home/ when finalized.

§ 10.5.15 Subcontractor Clause. THE CONTRACTOR WILL PROTECT, DEFEND, INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ALL CLAIMS MADE BY ITS SUBCONTRACTORS, LABORERS, WORKERS, MECHANICS, MATERIALMEN, SUPPLIERS OF ANY TYPE IN CONNECTION WITH THIS PROJECT. THE CONTRACTOR SHALL, AT THE COUNTY'S REQUEST, FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE DESIGNATED ABOVE HAVE BEEN PAID, DISCHARGED OR WAIVED. NOTHING CONTAINED IN THIS AGREEMENT SHALL CREATE ANY CONTRACTUAL RELATIONSHIP BETWEEN THE COUNTY AND ANY OF THE ENTITIES MENTIONED IN THE FIRST SENTENCE OF THIS PARAGRAPH.

Where subcontractors are employed, Contractor shall furnish the County with the names of all subcontractors, their addresses, tax identification numbers. Subcontractors are subject to the same insurance requirements as the Contractor. The Contractor shall provide the subcontractor's insurance documentation for each subcontractor to the County. The subcontractor shall not commence working on the Project until his insurance documentation has been approved by the County's Director of Risk Management.

Each subcontract shall contain language in an addendum attached and initialed by all parties stating the following:

- 1. Subcontractor represents that he is an independent contractor and is performing the work described in this Agreement utilizing his own tools, equipment and materials.
- 2. Subcontractor is fully aware that the compensation paid is for completion of the work described in the Agreement;
- 3. Subcontractor acknowledges that as an independent contractor, a Form 1099 will be filed with the Internal Revenue Service showing the amount of compensation paid and that he will be responsible for payment of income taxes thereon, as well as self-employment taxes.
- 4. Subcontractor agrees to comply with the County's insurance requirements.

§ 10.5.16 Notice. A bill, statement, notice or communication required to be given pursuant to this Agreement shall be made in writing and addressed as follows:

XXXX. XXXX

XXXX

Dutchess County, DPW - Buildings

- § 10.5.17 Non-Waiver. Failure to enforce any rights, options or privileges under any provision of this Agreement shall not be deemed a waiver thereof and shall not preclude such enforcement on any subsequent occasion. The failure to enforce one right, option or privilege shall not be deemed a waiver of the right to enforce any other right, option or privilege.
- § 10.5.18 Severability. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby but shall remain in full force and effect.
- § 10.5.19 Choice of Law, Venue. Any action or dispute arising directly or indirectly out of this agreement shall be determined pursuant to the laws of the State of New York. The parties hereby choose the New York Supreme Court in Dutchess County as the forum for any such action.
- § 10.5.20 No Arbitration. Disputes involving this agreement, including a breach or alleged breach, may not be submitted to arbitration but, must instead be heard in accordance with the paragraph above "Choice of Law, Venue".
- § 10.5.21 Service of Process. In addition to the methods of service allowed by New York State Law, you consent to service of process by registered or certified mail, return receipt requested. Service shall be complete and effective when deposited in a United States mailbox or post-office. You must promptly notify us, in writing, of each and every change of address to which service of process can be made. Service by us to the last known address shall be sufficient. You will have thirty (30) calendar days after service is complete in which to respond.
- § 10.5.22 Notice of Intent to Sue. Contractor agrees that at least ninety (90) days prior to commencing suit against the County for any matter arising directly or indirectly out of this Agreement, it shall provide to the County a sworn document listing the time, place, and manner of any breach of this Agreement, together with an itemized list of any damages to which it believes it is entitled.

The County shall have the right to conduct a deposition upon oral questions of an officer, employee or agent of the Contractor, of the County's choice, as to any matter arising under this Agreement within the 90-day period described above.

Strict compliance with this paragraph shall be a condition precedent to maintenance or institution of any action or proceeding, whether legal or administrative. This paragraph shall not be construed to toll any applicable statute of limitations.

Except for any third party actions, any action against the County must be commenced within one year of the event which gives rise to liability.

- § 10.5.23 Captions. The captions are inserted only as a matter of convenience and reference and in no way define, limit or describe the scope or intent of this Agreement nor in any way affect its terms.
- § 10.5.24 Counterparts: Signatures Transmitted by Electronic Means. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. A facsimile or signature transmitted by electronic means applied hereto or to any other document shall have the same force and effect as a manually signed original.
- § 10.5.25 Gender. Words of the masculine or feminine gender in this Agreement, unless the meaning of the sentence indicates otherwise, shall be deemed to refer to either male or female persons.
- § 10.5.26 Required Provisions of Law. Each and every provision of federal, state or local law, rule or regulation required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted, through mistake or otherwise, then upon the application of either party, this Agreement shall be physically amended to make such insertion.
- § 10.5.27 Binding. This Agreement shall be valid and binding once it has been approved by the Dutchess County Attorney's office, executed by the County Executive and delivered to the Contractor at the address indicated in the introductory paragraph of this Agreement.

- § 10.5.28 Enforcement Expenses. The Contractor shall pay all costs and expenses, including reasonable attorney's fees ("in-house" or retained counsel), that the County incurs in enforcing any of the terms of this Agreement, including all costs and expenses and reasonable attorney's fees incurred in connection with any appeals, whether the County is an appellant or a respondent.
- § 10.5.29 Set-Off Rights. The County shall have all of its common law, equitable and statutory rights of set off. These rights shall include, but not be limited to, the County's option to withhold for the purpose of set-off any moneys due to Contractor under this Agreement up to any amounts due and owing to the County with regard to this Agreement, any other Agreement with the County or any of its departments or agencies. This right of set-off includes any Agreement for a term commencing prior to or subsequent to the term of this Agreement. The right of set-off shall include any amounts due to the County for any reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.
- § 10.5.30 Rules of Construction. This contract shall be deemed to have been mutually prepared by the parties hereto and shall not be construed against any of them solely by reason of authorship.
- § 10.5.31 Extension. This contract may be extended for additional periods upon such terms and conditions as may be agreed between parties.
- § 10.5.32 Executory. The Dutchess County fiscal year begins on January 1st and ends on December 31st of any given year. Notwithstanding anything to the contrary contained herein, it is understood and agreed that this Agreement shall be deemed executory only to the extent of the monies available to the County for the performance of the terms hereof and that, in the event that the Dutchess County Legislature fails to appropriate the necessary funds to affect payment in any calendar year beyond the initial year herein, this Agreement shall automatically cease and terminate on the last day of the year in which funds have been appropriated for said Agreement and no liability on account thereof shall be incurred by the County beyond the funds available for the performance of the terms of this Agreement. It is further understood and agreed that neither this Agreement nor any representation of by any public employee or officer creates any legal or moral obligation to request, appropriate, or make available monies for the purpose of this Agreement.
- § 10.5.33 Entire Agreement. The terms of this Agreement, including its attachments and exhibits, represent the final intent of the parties. Any modification, rescission or waiver of the terms of this Agreement shall be effective only if evidenced by a subsequent writing that is executed and acknowledged by the parties with the same formalities accorded this basic Agreement.

#### ARTICLE 11 ENUMERATION OF CONTRACT DOCUMENTS

- § 11.1 This Agreement is comprised of the following documents:
  - .1 The Agreement Between the Owner and Contractor, with Construction Manager as Adviser
  - .2 General Conditions of the Contract for Construction, with Construction Manager as Adviser
  - .3 Insurance and Bonds
  - .4 Drawings
  - .5 Specifications
  - .6 Bid Specification Documents, and Addenda, if any
  - .7 Contractor Bid
  - .8 Other Documents:

IN WITNESS WHEREOF, the parties hereto ha	ve executed this Agreement this day of
, 20	
APPROVED AS TO FORM:	ACCEPTED: COUNTY OF DUTCHESS
County Attorney's Office	Rachel Kashimer, Deputy County Executive
APPROVED AS TO CONTENT:	CONTRACTOR AGREES TO THE ABOVE: xxxx
Project Manager	BY:
Public Transit	PRINT
Robert H. Balkind, P.E. Commissioner of Public Works	TITLE

### EXHIBIT "B"

## CERTIFICATE OF COMPLIANCE AND RECEIPT OF PREVAILING WAGE

### **SCHEDULE**

In accordance with Section 10.5.14 of this Agreement, the Contractor named below certifies receipt of Prevailing
Wage Rate Schedule and compliance with all labor laws and regulations of the State of New York and the United
States of America including the following:

	Rate Schedule and compliance with all labor laws and regulations of the State of New of America including the following:	y York and the United
1)	PREVAILING WAGE RATE:	
	The Contractor agrees to comply with the schedule of wages applicable to the Agreement and the statutory requirements and rules of the State of New York. The below hereby certifies that it has received the Prevailing Wage Rate Schedule PRC#	ne Contractor named
2)	SOCIAL SECURITY TAXES:	
	The Contractor promises and agrees to pay the taxes measured by the wages of its by the Federal Social Security Act and all amendments thereto, and to accept the said taxes.	
	Company	
	Print Name Title	

Date

Signature

### PAYMENT BOND

Bond No. xxxxxxxxxxx	
CONTRACTOR:	SURETY:
(Name, Legal Status and address)	(Name, legal status and principal place of business
Xxxxxxxxxxx	xxxxxxxxxxxxxxx
Address	Address
City, State, Zip	City, State Zip
OWNER:	
(Name, Legal Status and address)	
County of Dutchess	
22 Market Street	
Poughkeepsie, NY 12601	
CONSTRUCTION CONTRACT	
Date:	
Amount: xxxxxxxxxxxxxxxxxxxxxxxx Dollars and 00	/100 (\$xxxxxxx.xx)
Description:	
(Name and Location) RFB-DCX-XX-XX Project Name	
BOND	
Date:	
(Not earlier than Construction Contract Date)	
Amount: xxxxxxxxxxxxxxxxx Dollars and 00/100 (\$xx	xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
Modifications to this Bond: $\square$ None $\square$ See Sec	tion 18
CONTRACTOR AS PRINCIPAL	SURETY
Company: xxxxxxxxxxxxxxxxxx	Company: xxxxxxxxxxxxxxxxxxxxxxxxxx
(Corporate Seal)	(Corporate Seal)
Signature:	Signature:
Name & Title:	Name & Title:
(Any Additional Signatures appear on the last page of this P	Payment Bond)
(FOR INFORMATION ONLY - Name, Address and telep	hone)
AGENT OR BROKER:	OWNER'S REPRESENTATIVE:
	(Architect, Engineer, or other Party)
XXXXXXXXX	(if no engineer or architect)
Address	Dutchess County – DPW
Xxxxxxxx, xx xxxxxxx	626 Dutchess Turnpike
	Poughkeepsie, NY 12603

- § 1 The Contractor and Surety, Jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
- § 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
- § 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of the claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.
- § 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.
- § 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:
- § 5.1 Claimants, who do not have a direct contract with the Contractor,
  - have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the claim; and
  - .2 have sent a Claim to the Surety (at the address described in Section 13).
- § 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).
- § 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.
- § 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
- § 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
- § 7.2 Pay or arrange for payment of any undisputed amounts.
- § 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
- § 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- § 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the

Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

- § 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond and shall have under this Bond no obligation to make payment to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.
- § 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- § 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- § 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
- § 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
- § 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### § 16 Definitions

- § 16.1 Claim. A written statement by the Claimant including at a minimum:
  - .1 The name of the Claimant;
  - .2 The name of the person for whom the labor was done, or materials or equipment furnished;
  - a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
  - .4 a brief description of the labor, materials or equipment furnished;
  - .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
  - .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
  - .7 the total amount of previous payments received by the Claimant; and
  - .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

- § 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
- § 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- § 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- § 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.
- § 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
- § 18 Modifications to this bond are as follows;

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

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

### ACKNOWLEDGEMENT OF PRINCIPAL – IF A CORPORATION

STATE OF	)			
COUNTY OF	)	SS		
On this		da	ay of	, before me personally appeared
			to be knov	vn, who, being by me duly sworn, did dispose and
say; that he/she	resides	at		that he/she is the
instrument; that	he/she	knows the seal of s	aid corporation; that	he corporation described in and which executed the within insurance the seal affixed to said instrument is such corporate seal; that is and that he/she signed his/her name thereto by like order.
STATE OF	)		DGMENT OF PRI	INCIPAL – IF INDIVIDUAL OR FIRM
COUNTY OF	)	SS		
On this			day of	, before me personally appeared
			to me	know to be (the individual) (one of the firm
				d who executed the within instrument and he/she (as the act and deed of said firm).
		ACK	 NOWLDEGEMEN	NT OF SURETY COMPANY
STATE OF COUNTY OF	)	SS		
On this			, before me person	nally came
to me known, w	ho, beir	ng by me duly swor	n, did depose and sa	y; that he/she resides in
				Attorney-In-Fact of the
Executed the ab corporate seal; t	ove inst hat is w	trument; that he/she was so affixed by the	e knows the seal of s e Board of Directors	rporation described in which aid corporation; that the seal affixed to said instrument is such s of said corporation; and that
of the Sate of N	ew Yor	k, has, pursuant to	Section 1111 of the	nt did further depose and say that the Superintendent of Insurance Insurance Law of the State of New York, issued to
its sufficiency u	nder an		of New York as suret	of qualification evidencing the qualification of said Company and ty and guarantor, and the propriety of accepting and approving it as
			N	otary Public

### XXXXXXXX XXXXXXX INSURANCE COMPANY

## XXXXXXX, STATE

Financial Statement, xxxxx xx, 20xx Statutory Basis

ASSETS	ASSETS LIABILITIES			
U.S. Governmental Bonds	\$xxxxxx.xx	Reserve for Clair	ms	
Bonds of Other Governments	\$xxxxxx.xx	and Claim E	Expense	\$xxxxxxxxxx
State, County Municipal		Reserve for Unea	arned Premiums	\$xxxxxx.xx
Miscellaneous Bonds	\$xxxxxx.xx	Reserve for Taxe	es, License	
Stocks	\$xxxxxx.xx	and Fees		\$xxxxxxxxxx
Short Term Investments	\$xxxxxxxxxx	Miscellaneous Li	iabilities	\$xxxxxxxxxx
	<u>\$xxxxxxxxxx</u>	Total Liabilities		<u>\$xxxxxxxxxx</u>
Real Estate	\$xxxxxxxxxx	Capital Paid In	\$xxxxxxxxxxx	
Cash	\$xxxxxxxxxx	Surplus	\$xxxxxxxxxxxx	
Agents' Balances (under 90 Day)	\$xxxxxx.xx			
Other Invested Assets	\$xxxxxxxxxx	Surplus as regard	ds Policy Holders	\$xxxxxxxxxxxxxx
Miscellaneous	\$xxxxxxxxxxx	Total Liabilities,		
Total Admitted Assets	<u>\$xxxxxxxxxx</u>	and Surplu	18	<u>\$xxxxxxxxxxxxxxx</u>
COUNTY OF XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	Title of the xxxxxxxx	-		-
Subscribed and sworn to before this xxx day of xxxxxx 20xx.	me			
			Name & title	
	SEAL		- 111111	
Xxxxxxxx			Name & Title	
Notary Public				

### PERFORMANCE BOND

Bond No. xxxxxxxxxx		
DOIRU INO. AAAAAAAAAAA		
CONTRACTOR:	SURETY:	
(Name, Legal Status and address)	(Name, legal status and principal place of business)	
Xxxxxxxxxxx	XXXXXXXXXXXXXXXXX	
Address	Address	
City, State, Zip	City, State Zip	
OWNER:		
(Name, Legal Status and address)		
County of Dutchess		
22 Market Street		
Poughkeepsie, NY 12601		
CONSTRUCTION CONTRACT		
Date:		
Amount: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx	00/100 (\$xxxxxxx.xx)	
Description:		
(Name and Location) RFB-DCB-xx-xx project title		
BOND		
Date:		
(Not earlier than Construction Contract Date)		
Amount: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx	
Modifications to this Bond: $\square$ None $\square$ See Se	ection 16	
CONTRACTOR AS PRINCIPAL	SURETY	
Company: xxxxxxxxxxxxxxxxxx	Company: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx	
(Corporate Seal)	(Corporate Seal)	
Signature:	Signature:	
Name & Title:	Name & Title:	
(Any Additional Signatures appear on the last page of this	Payment Bond)	
(FOR INFORMATION ONLY – Name, Address and tele	ephone)	
AGENT OR BROKER:	OWNER'S REPRESENTATIVE:	
	(Architect, Engineer, or other Party)	
XXXXXXXXX	(if no engineer or architect)	
Address	Dutchess County – DPW	
Xxxxxxxx, xx xxxxxxx	626 Dutchess Turnpike	
	Poughkeepsie, NY 12603	

- § 1 The Contractor and Surety, Jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
- § 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.
- § 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after
  - .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
  - .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the Terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
- § 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
- § 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions;
- § 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
- § 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
- § 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
- § 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;
  - .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
  - .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- § 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

- § 7 If the Surety elects to act under Sections 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract, Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for
  - the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
  - .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- § 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.
- § 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.
- § 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontractors, purchase orders and other obligations.
- § 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- § 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.
- § 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bon

#### § 14 Definitions

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

- § 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
- § 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- § 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.
- § 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
- § 16 Modifications to this bond are as follows;

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

CONTRACTOR AS PRINCIPAL
Company:
Company:

(Corporate Seal) (Corporate Seal)

Signature: Signature:

Name and Title: Name and Title:

Address Address

### ACKNOWLEDGEMENT OF PRINCIPAL – IF A CORPORATION

ACKNOWLEDGMENT OF PRINCIPAL – IF INDIVIDUAL OR FIRM  STATE OF   COUNTY OF   SS  On this	STATE OF )	
say; that he/she resides at	COUNTY OF )	SS
say; that he/she resides at	On this	day of before me personally appeared
instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was to affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order.  ACKNOWLEDGMENT OF PRINCIPAL – IF INDIVIDUAL OR FIRM  STATE OF		to be known, who, being by me duly sworn, did dispose and
instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was to affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order.  ACKNOWLEDGMENT OF PRINCIPAL – IF INDIVIDUAL OR FIRM  STATE OF	say; that he/she reside	es at that he/she is the
instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was to affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order.  ACKNOWLEDGMENT OF PRINCIPAL – IF INDIVIDUAL OR FIRM  STATE OF	of	the corporation described in and which executed the within insurance
STATE OF OCUNTY OF SS  On this	instrument; that he/sh	ne knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is
STATE OF OCUNTY OF SS  On this		ACKNOWI EDGMENT OF PRINCIPAL _ IF INDIVIDUAL OP FIRM
On this	STATE OF )	ACKNOWLEDGMENT OF TRENCHAL - IF INDIVIDUAL OR FIRM
to me know to be (the individual) (one of the firm  of	COUNTY OF )	SS
ACKNOWLDEGEMENT OF SURETY COMPANY  STATE OF On this	On this	day of before me personally appeared
ACKNOWLDEGEMENT OF SURETY COMPANY  STATE OF		to me know to be (the individual) (one of the firm
ACKNOWLDEGEMENT OF SURETY COMPANY  STATE OF COUNTY OF ) SS  On this		
On this		
On this		ACKNOWLDEGEMENT OF SURETY COMPANY
to me known, who, being by me duly sworn, did depose and say; that he/she resides in  ; that he/she is the Attorney-In-Fact of the  the corporation described in which  Executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by the Board of Directors of said corporation; and that  He/she signed his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of Insurance of the Sate of New York, has, pursuant to Section 1111 of the Insurance Law of the State of New York, issued to  his/her certificate of qualification evidencing the qualification of said Company and its sufficiency under any law of the State of New York as surety and guarantor, and the propriety of accepting and approving it a such; and that such certificate has not been revoked.	· · · · · · · · · · · · · · · · · · ·	
the corporation described in which Executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by the Board of Directors of said corporation; and that He/she signed his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of Insurance of the Sate of New York, has, pursuant to Section 1111 of the Insurance Law of the State of New York, issued to his/her certificate of qualification evidencing the qualification of said Company and its sufficiency under any law of the State of New York as surety and guarantor, and the propriety of accepting and approving it a such; and that such certificate has not been revoked.	On this	, before me personally came
Executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by the Board of Directors of said corporation; and that He/she signed his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of Insurance of the Sate of New York, has, pursuant to Section 1111 of the Insurance Law of the State of New York, issued to his/her certificate of qualification evidencing the qualification of said Company and its sufficiency under any law of the State of New York as surety and guarantor, and the propriety of accepting and approving it a such; and that such certificate has not been revoked.	to me known, who, bo	eing by me duly sworn, did depose and say; that he/she resides in
Executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by the Board of Directors of said corporation; and that He/she signed his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of Insurance of the Sate of New York, has, pursuant to Section 1111 of the Insurance Law of the State of New York, issued to his/her certificate of qualification evidencing the qualification of said Company and its sufficiency under any law of the State of New York as surety and guarantor, and the propriety of accepting and approving it a such; and that such certificate has not been revoked.		
He/she signed his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of Insurance of the Sate of New York, has, pursuant to Section 1111 of the Insurance Law of the State of New York, issued to	Executed the above in	nstrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such
its sufficiency under any law of the State of New York as surety and guarantor, and the propriety of accepting and approving it a such; and that such certificate has not been revoked.	He/she signed his/her of the Sate of New Y	name thereto by like order; and the affiant did further depose and say that the Superintendent of Insurance ork, has, pursuant to Section 1111 of the Insurance Law of the State of New York, issued to
	its sufficiency under	any law of the State of New York as surety and guarantor, and the propriety of accepting and approving it as
		Notary Public

### XXXXXXXX XXXXXXX INSURANCE COMPANY

## XXXXXXX, STATE

Financial Statement, xxxxx xx, 20xx Statutory Basis

Miscellaneous <u>\$xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx</u>	ASSETS LIABILITI		LIABILITIES		
State, County Municipal Miscellaneous Bonds Sxxxxxx.xx Reserve for Taxes, License Stocks Sxxxxxx.xx And Fees Sxxxxxxx.xx  Short Term Investments Sxxxxxxx.xx Miscellaneous Liabilities Sxxxxxxx.xx  Real Estate Sxxxxxx.xx Capital Paid In Sxxxxxxx.xx  Real Estate Sxxxxxx.xx Surplus Sxxxxxx.xx  Agents' Balances (under 90 Day) Sxxxxx.xx  Other Invested Assets Sxxxxxx.xx Surplus as regards Policy Holders Sxxxxxxxx.xx  Miscellaneous Sxxxxxxx.xx and Surplus are gards Policy Holders Sxxxxxxxx.xx  Miscellaneous Sxxxxxxx.xx and Surplus are gards Policy Holders Sxxxxxxxxx.xx  Miscellaneous Sxxxxxxx.xx Insurance Company, being duly sworn, each depose and say that the foregoing is a true and correct statement of the said company's financial condition as of xxxx, xx, 20xx.  Subscribed and sworn to before me this xxx day of xxxxxx 20xx.  Name & title	U.S. Governmental Bonds	\$xxxxxx.xx			
Miscellaneous Bonds Stocks Stocks Stocks Stocks Miscellaneous Liabilities Standard Reserve for Taxes, License And Fees Stocks Standard Reserve for Taxes, License Miscellaneous Liabilities Standard Reserve for Taxes, License for Liabilities Standard Reserve for	Bonds of Other Governments	\$xxxxxx.xx	and Claim I		
Stocks   SXXXXXXXX   And Fees   SXXXXXXXXX   Short Term Investments   SXXXXXXXX   Miscellaneous Liabilities   SXXXXXXXXX   SXXXXXXXX   SXXXXXXXXX   SXXXXXXXX	State, County Municipal		Reserve for Une	arned Premiums	\$xxxxxx.xx
Short Term Investments    SXXXXXXXX	Miscellaneous Bonds	\$xxxxxx.xx	Reserve for Tax	es, License	
Real Estate \$xxxxxxxx	Stocks	\$xxxxxx.xx	and Fees		\$xxxxxxxxxxx
Real Estate \$xxxxxxxxx	Short Term Investments	\$xxxxxxx.xx	Miscellaneous L	iabilities	\$xxxxxxxxxxx
Cash \$xxxxxx.xx Surplus \$xxxxxx.xx Agents' Balances (under 90 Day) \$xxxxx.xx Surplus as regards Policy Holders \$xxxxxxxxx Miscellaneous \$xxxxxxx.xx Surplus as regards Policy Holders \$xxxxxxxxx Miscellaneous \$xxxxxxxxxx Total Liabilities, Capital and Surplus \$xxxxxxxxxx		<u>\$xxxxxxxxxx</u>	Total Liabilities		<u>\$xxxxxxxxxx</u>
Agents' Balances (under 90 Day)  Sxxxxxxxx  Other Invested Assets  Sxxxxxxxxx  Miscellaneous  Total Admitted Assets  Sxxxxxxxxx  Total Liabilities, Capital and Surplus  Sxxxxxxxxx  STATE OF XXXXXXXX  COUNTY OF XXXXXXXX  CITY OF XXXXXXXXX   Xxxxxxxxx, Title and xxxxxxxxx, Title of the xxxxxxxxxxxx Insurance Company, being duly sworn, each depose and say that the foregoing is a true and correct statement of the said company's financial condition as of xxxx, xx, 20xx.  Subscribed and sworn to before me this xxx day of xxxxxx 20xx.  Name & title	Real Estate	\$xxxxxxxxxx	Capital Paid In	\$xxxxxxxxxxx	
Other Invested Assets    Sxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx	Cash	\$xxxxxxx.xx	Surplus	\$xxxxxxxxxxxx	
Miscellaneous Total Admitted Assets  Sxxxxxxxx Sxxxxxxx Sxxxxxxx Sxxxxxxxx	Agents' Balances (under 90 Day)	\$xxxxxx.xx			
STATE OF XXXXXXXX ) COUNTY OF XXXXXXXX ) CITY OF XXXXXXXXX )  Xxxxxxxx, Title and xxxxxxxx, Title of the xxxxxxxxxxx Insurance Company, being duly sworn, each depos and say that the foregoing is a true and correct statement of the said company's financial condition as of xxxx, xx, 20xx.  Subscribed and sworn to before me this xxx day of xxxxxx 20xx.  Name & title	Other Invested Assets	\$xxxxxxx.xx	Surplus as regar	ds Policy Holders	\$xxxxxxxxxxxxxx
STATE OF XXXXXXXX ) COUNTY OF XXXXXXXX ) CITY OF XXXXXXXXX )  Xxxxxxxx, Title and xxxxxxxx, Title of the xxxxxxxxxxx Insurance Company, being duly sworn, each depos and say that the foregoing is a true and correct statement of the said company's financial condition as of xxxx, xx, 20xx.  Subscribed and sworn to before me this xxx day of xxxxxx 20xx.  Name & title		\$xxxxxxxxxxx			
COUNTY OF XXXXXXXXX )  Xxxxxxxx, Title and xxxxxxxxx, Title of the xxxxxxxxxxx Insurance Company, being duly sworn, each depose and say that the foregoing is a true and correct statement of the said company's financial condition as of xxxx, xx, 20xx.  Subscribed and sworn to before me this xxx day of xxxxxx 20xx.  Name & title	Total Admitted Assets	<u>\$xxxxxxxxxx</u>	and Surpl	us	<u>\$xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx</u>
this xxx day of xxxxxx 20xx.  Name & title	CITY OF XXXXXXXXXXX )  Xxxxxxxx, Title and xxxxxxxx, and say that the foregoing is a tr xxxx, xx, 20xx.	Title of the xxxxxxxxrue and correct statement			-
		me			
SEAL				Name & title	
		SEAL			
Xxxxxxxxx Name & Title	Xxxxxxxx			Name & Title	
Notary Public	Notary Public				



55 C	GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION,
C) WE SE	WITH CONSTRUCTION MANAGER AS ADVISER
5	
***	

for the following **PROJECT**:

RFB-DCB-xx-xx xxxx

The **CONSTRUCTION MANAGER**:

XXXX XXXX

XXXX

The **OWNER**:

County of Dutchess 22 Market Street Poughkeepsie, NY 12601

The **ARCHITECT**:

XXXX

XXXX

XXXX

#### ARTICLE 1 GENERAL PROVISIONS

#### § 1.1 Basic Definitions

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

- § 1.1.2 The Contract. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and the Construction Manager or the Construction Manager's consultants. (3) between the Owner and the Architect or the Architect's consultants, (4) between the Contractor and the Construction Manager or the Construction Manager's consultants, (5) between the Owner and a Subcontractor or Sub-subcontractor (6) between the Construction Manager and the Architect, or (7) between any persons or entities other than the Owner and Contractor. The Construction Manager and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their duties.
- § 1.1.3 The Work. The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.
- § 1.1.4 The Project. The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by other Contractors, and by the Owner's own forces and Separate Contractors.

- § 1.1.5 Contractors. Contractors are persons or entities, other than the Contractor or Separate Contractors, who perform Work under contracts with the Owner that are administered by the Architect and Construction Manager.
- § 1.1.6 Separate Contractors. Separate Contractors are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and Construction Manager.
- § 1.1.7 The Drawings. The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.
- **§ 1.1.8 The Specifications.** The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.
- § 1.1.9 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.
- § 1.1.10 Initial Decision Maker. The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

#### § 1.2 Correlation and Intent of the Contract Documents

- § 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.
- § 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.
- § 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.
- § 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

#### § 1.3 Capitalization

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

#### § 1.4 Interpretation

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

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

- § 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.
- **§ 1.5.2** The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of

the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

#### § 1.6 Notice

- § 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic mail (email).
- § 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

#### § 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

#### § 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

#### **ARTICLE 2 OWNER**

#### § 2.1 General

- § 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Construction Manager and the Architect do not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.
- § 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

#### § 2.2 Evidence of the Owner's Financial Arrangements

- § 2.2.1 Prior to commencement of the Work, and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.
- § 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up as provided in the Contract Documents.
- § 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

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

#### § 2.3 Information and Services Required of the Owner

- § 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities. Unless otherwise provided under the Contract Documents, the Owner, assisted by the Construction Manager, shall secure and pay for the building permit.
- § 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.
- § 2.3.3 The Owner shall retain a construction manager adviser lawfully practicing construction management in the jurisdiction where the Project is located. That person or entity is identified as the Construction Manager in the Agreement and is referred to throughout the Contract Documents as if singular in number.
- § 2.3.4 If the employment of the Construction Manager or Architect terminates, the Owner shall employ a successor construction manager or architect to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Construction Manager or Architect, respectively.
- § 2.3.5 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.
- § 2.3.6 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.
- § 2.3.7 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.
- § 2.3.8 The Owner shall forward all communications to the Contractor through the Construction Manager. Other communication shall be made as set forth in Section 4.2.6.

#### § 2.4 Owner's Right to Stop the Work

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

#### § 2.5 Owner's Right to Carry Out the Work

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

shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

#### ARTICLE 3 CONTRACTOR

#### § 3.1 General

- § 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.
- § 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.
- § 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Construction Manager or Architect in their administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

#### § 3.2 Review of Contract Documents and Field Conditions by Contractor

- § 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.
- § 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.5, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Construction Manager and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information submitted to the Construction Manager in such form as the Construction Manager and Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.
- § 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Construction Manager and Architect any nonconformity discovered by or made known to the Contractor as a request for information submitted to Construction Manager in such form as the Construction Manager and Architect may require.
- § 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

#### § 3.3 Supervision and Construction Procedures

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

- § 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.
- § 3.3.3 The Contractor shall be responsible for inspection of portions of the Project already performed to determine that such portions are in proper condition to receive subsequent Work.

#### § 3.4 Labor and Materials

- § 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
- § 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect, in consultation with the Construction Manager, and in accordance with a Change Order or Construction Change Directive.
- § 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

#### § 3.5 Warranty

- § 3.5.1 The Contractor warrants to the Owner, Construction Manager, and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Construction Manager or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- § 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

#### § 3.6 Taxes

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

#### § 3.7 Permits, Fees, Notices, and Compliance with Laws

- § 3.7.1 Unless otherwise provided in the Contract Documents, the Owner, assisted by the Construction Manager, shall secure and pay for the building permit. The Contractor shall secure and pay for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.
- § 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.
- § 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.
- § 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner, Construction Manager, and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the

conditions. The Architect and Construction Manager will promptly investigate such conditions and, if the Architect, in consultation with the Construction Manager, determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect, in consultation with the Construction Manager, determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner, Construction Manager, and Contractor, stating the reasons. If the Owner or Contractor disputes the Architect's determination or recommendation, either party may submit a Claim as provided in Article 15.

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

#### § 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

- § 3.8.2 Unless otherwise provided in the Contract Documents:
  - .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts, bonds, insurance;
  - .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
  - whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.
- § 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

#### § 3.9 Superintendent

- § 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.
- § 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect, through the Construction Manager, of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Construction Manager may notify the Contractor, stating whether the Owner, the Construction Manager, or the Architect (1) has reasonable objection to the proposed superintendent or (2) require additional time for review. Failure of the Construction Manager to provide notice within the 14-day period shall constitute notice of no reasonable objection.
- § 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner, Construction Manager, or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

#### § 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, within seven (7) calendar days after being awarded the Contract, shall submit for the Owner's and Architect's approval and the Construction Manager's use in developing the Project schedule, a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Contractors, or the

construction or operations of the Owner's own forces or Separate Contractors. The Contractor's requests for payment will not be accepted without an approved schedule.

- § 3.10.2 The Contractor, within seven (7) calendar days after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Construction Manager's and Architect's approval. The Architect and Construction Manager's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Construction Manager and Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.
- § 3.10.3 The Contractor shall participate with other Contractors, the Construction Manager, and the Owner in reviewing and coordinating all schedules for incorporation into the Project schedule that is prepared by the Construction Manager. The Contractor shall make revisions to the construction schedule and submittal schedule as deemed necessary by the Construction Manager to conform to the Project schedule.
- § 3.10.4 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner, Construction Manager, and Architect, and incorporated into the approved Project schedule.

#### § 3.11 Documents and Samples at the Site

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

#### § 3.12 Shop Drawings, Product Data, and Samples

- § 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.
- § 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
- § 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.
- § 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect and Construction Manager is subject to the limitations of Sections 4.2.10 through 4.2.12. Informational submittals upon which the Construction Manager and Architect are not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Construction Manager or Architect without action.
- § 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Construction Manager, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the Project submittal schedule approved by the Construction Manager and Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of other Contractors, Separate Contractors, or the Owner's own forces. The Contractor shall cooperate with the Construction Manager in the coordination of the Contractor's Shop Drawings, Product Data, Samples, and similar submittals with related documents submitted by other Contractors. Submittals that have not been reviewed and approved by the Contractor will not be accepted by the Construction Manager.
- § 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner, Construction Manager, and Architect, that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

- § 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been reviewed and approved by the Architect.
- § 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Construction Manager and Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.
- § 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Construction Manager and Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.
- § 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.
- § 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner, the Architect, and the Construction Manager shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Construction Manager shall review submittals for sequencing, constructability, and coordination impacts on other Contractors.
- § 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Construction Manager and Architect at the time and in the form specified by the Architect.

#### § 3.13 Use of Site

- § 3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.
- § 3.13.2 The Contractor shall coordinate the Contractor's operations with, and secure the approval of, the Construction Manager before using any portion of the site.

#### § 3.14 Cutting and Patching

- § 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.
- § 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner, Separate Contractors, or of other Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner, Separate Contractors, or by other Contractors except with written consent of the Construction Manager, Owner, and such other Contractors or Separate Contractors. Consent shall not be unreasonably

withheld. The Contractor shall not unreasonably withhold, from the Separate Contractors, other Contractors, or the Owner, its consent to cutting or otherwise altering the Work.

#### § 3.15 Cleaning Up

- § 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract on a continuous and regular basis. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.
- § 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner, or Construction Manager with the Owner's approval, may do so and the Owner shall be entitled to reimbursement from the Contractor.

#### § 3.16 Access to Work

The Contractor shall provide the Owner, Construction Manager, Architect, and Owner's other Contractors, Inspectors or Consultants, with access to the Work in preparation and progress wherever located.

#### § 3.17 Royalties, Patents and Copyrights

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

#### § 3.18 Indemnification

The Contractor agrees to the fullest extent permitted by law to defend, indemnify and hold the County and its employees harmless from any and all such losses, claims, liens, demands and causes for action, including but not limited to, judgments, penalties, interest, court costs, and legal fees incurred by the County on behalf of any party, in connection with or arising from the Contractor's work. The Contractor shall investigate, handle, respond to and defend any such claims, demands or suits at its sole expense, and shall bear all other related costs and expenses even if such claims, demands, or suits are groundless, false or fraudulent. This indemnification section shall survive the expiration or termination of this Agreement.

In any matter in which indemnification hereunder would violate Section 5-322.1 of the New York General Obligations Law or any other applicable legal prohibition, the foregoing provision shall not be construed to indemnify the County for damage arising out of bodily injury to persons or to property caused by or resulting from the sole negligence of Dutchess County employees. The term "employee" shall include all officers, advisory board members and/or volunteers serving the County.

#### ARTICLE 4 ARCHITECT AND CONSTRUCTION MANAGER

#### § 4.1 General

- § 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.
- **§ 4.1.2** The Construction Manager is the person or entity retained by the Owner pursuant to Section 2.3.3 and identified as such in the Agreement.
- § 4.1.3 Duties, responsibilities, and limitations of authority of the Construction Manager and Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Construction Manager, Architect, and Contractor. Consent shall not be unreasonably withheld.

#### § 4.2 Administration of the Contract

- § 4.2.1 The Construction Manager and Architect will provide administration of the Contract as described in the Contract Documents and will be the Owner's representatives during construction until the date the Architect issues the final Certificate for Payment. The Construction Manager and Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.
- § 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract

Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect will keep the Owner and the Construction Manager reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and Construction Manager known deviations from the Contract Documents and defects and deficiencies observed in the Work.

- § 4.2.3 The Construction Manager shall provide one or more representatives who shall be in attendance at the Project site whenever the Work is being performed. The Construction Manager will determine in general if the Work observed is being performed in accordance with the Contract Documents, will keep the Owner and Architect reasonably informed of the progress of the Work, and will promptly report to the Owner and Architect known deviations from the Contract Documents and the most recent Project schedule, and defects and deficiencies observed in the Work.
- § 4.2.4 The Construction Manager will schedule and coordinate the activities of the Contractor and other Contractors in accordance with the latest approved Project schedule.
- § 4.2.5 The Construction Manager, except to the extent required by Section 4.2.4, and Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Construction Manager nor the Architect will have control over or charge of, or be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.
- § 4.2.6 Communications. The Owner shall communicate with the Contractor and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with other Contractors shall be through the Construction Manager. Communications by and with the Owner's own forces and Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.
- § 4.2.7 The Construction Manager and Architect will review and certify all Applications for Payment by the Contractor, in accordance with the provisions of Article 9.
- § 4.2.8 The Architect and Construction Manager have authority to reject Work that does not conform to the Contract Documents, and will notify each other about the rejection. Whenever the Construction Manager considers it necessary or advisable, the Construction Manager will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, upon written authorization of the Owner, whether or not the Work is fabricated, installed or completed. The foregoing authority of the Construction Manager will be subject to the provisions of Sections 4.2.18 through 4.2.20 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor the Construction Manager's authority to act under this Section 4.2.8 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Construction Manager to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons performing any of the Work.
- § 4.2.9 Utilizing the submittal schedule provided by the Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from other Contractors, the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval.
- § 4.2.10 The Construction Manager will receive and promptly review for conformance with the submittal requirements of the Contract Documents, all submittals from the Contractor such as Shop Drawings, Product Data, and Samples. Where there are other Contractors, the Construction Manager will also check and coordinate the information contained within each submittal received from the Contractor and other Contractors, and transmit to the Architect those recommended for approval. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Construction Manager represents to the Owner and Architect that the Construction Manager has reviewed and recommended them for approval. The Construction Manager's actions will be taken in accordance with the Project submittal schedule approved by the Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review by the Architect.

- § 4.2.11 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Upon the Architect's completed review, the Architect shall transmit its submittal review to the Construction Manager.
- § 4.2.12 Review of the Contractor's submittals by the Construction Manager and Architect is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Construction Manager and Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Construction Manager and Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- § 4.2.13 The Construction Manager will prepare Change Orders and Construction Change Directives.
- § 4.2.14 The Construction Manager and the Architect will take appropriate action on Change Orders or Construction Change Directives in accordance with Article 7, and the Architect will have authority to order minor changes in the Work as provided in Section 7.4. The Architect, in consultation with the Construction Manager, will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.
- § 4.2.15 Utilizing the documents provided by the Contractor, the Construction Manager will maintain at the site for the Owner one copy of all Contract Documents, approved Shop Drawings, Product Data, Samples, and similar required submittals, in good order and marked currently to record all changes and selections made during construction. These will be available to the Architect and the Contractor, and will be delivered to the Owner upon completion of the Project.
- § 4.2.16 The Construction Manager will assist the Architect in conducting inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion in conjunction with the Architect pursuant to Section 9.8; and receive and forward to the Owner written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10. The Construction Manager will forward to the Architect a final Application and Certificate for Payment or final Project Application and Project Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.
- § 4.2.17 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Construction Manager of any change in the duties, responsibilities and limitations of authority of the Project representatives.
- § 4.2.18 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractor through the Construction Manager. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
- § 4.2.19 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions so rendered in good faith.
- § 4.2.20 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.
- § 4.2.21 The Construction Manager will receive and review requests for information from the Contractor, and forward each request for information to the Architect, with the Construction Manager's recommendation. The Architect will review and respond in writing, through the Construction Manager, to requests for information about the Contract Documents. The Construction Manager's recommendation and the Architect's response to each request will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

#### ARTICLE 5 SUBCONTRACTORS

#### § 5.1 Definitions

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

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

- § 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, within seven (7) calendar days after award of the Contract, shall notify the Construction Manager, for review by the Owner, Construction Manager and Architect, of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Construction Manager may notify the Contractor whether the Owner, the Construction Manager or the Architect (1) has reasonable objection to any such proposed person or entity or, (2) requires additional time for review. Failure of the Construction Manager to provide notice within the 14-day period shall constitute notice of no reasonable objection.
- § 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner, Construction Manager or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.
- § 5.2.3 If the Owner, Construction Manager or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner, Construction Manager or Architect has no reasonable objection. No increase in the Contract Sum or Contract Time shall be allowed for such change.
- § 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner, Construction Manager or Architect makes reasonable objection to such substitution.

#### § 5.3 Subcontractual Relations

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

#### § 5.4 Contingent Assignment of Subcontracts

- § 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that
  - .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
  - .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

- § 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.
- § 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor Contractor or other entity. If the Owner assigns the subcontract to a successor Contractor, the successor Contractor shall become legally responsible for all of the original Contractor's obligations under the subcontract.

#### ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

- § 6.1 Owner's Right to Perform Construction with Own Forces and to Award Other Contracts
- § 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.
- **§ 6.1.2** When the Owner performs construction or operations with the Owner's own forces or Separate Contractors, the Owner shall provide for coordination of such forces and Separate Contractors with the Work of the Contractor, who shall cooperate with them.

#### § 6.2 Mutual Responsibility

- § 6.2.1 The Contractor shall afford the Owner's own forces, Separate Contractors, Construction Manager and other Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.
- § 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner's own forces, Separate Contractors or other Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Construction Manager and Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor or other Contractors that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Construction Manager and the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's or other Contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractors or other Contractors that are not apparent.
- § 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs, including costs that are payable to a Separate Contractors or to other Contractors, because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of delays, improperly timed activities, damage to the Work or defective construction by the Owner's own forces, Separate Contractors, or other Contractors.
- § 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction, or to property of the Owner, Separate Contractors, or other Contractors as provided in Section 10.2.5.
- **§ 6.2.5** The Owner, Separate Contractors, and other Contractors shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

#### § 6.3 Owner's Right to Clean Up

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

#### ARTICLE 7 CHANGES IN THE WORK

#### § 7.1 General

- § 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.
- § 7.1.2 A Change Order shall be based upon agreement among the Owner, Construction Manager, Architect and Contractor. A Construction Change Directive requires agreement by the Owner, Construction Manager and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

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

#### § 7.2 Change Orders

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

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

#### § 7.3 Construction Change Directives

- § 7.3.1 A Construction Change Directive is a written order prepared by the Construction Manager and signed by the Owner, Construction Manager and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.
- § 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.
- § 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:
  - .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
  - .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
  - .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
  - .4 As provided in Section 7.3.4.
- § 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Construction Manager shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:
  - .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Construction Manager and Architect;
  - .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
  - .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
  - .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
  - .5 Costs of supervision and field office personnel directly attributable to the change.
- § 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.
- § 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Construction Manager of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.
- § 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.
- § 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Construction Manager and Architect. When both additions and credits

covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

- § 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Construction Manager and Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Construction Manager and Architect determine to be reasonably justified. The interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.
- § 7.3.10 When the Owner and Contractor agree with a determination made by the Construction Manager and Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Construction Manager shall prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.
- § 7.3.11 In Section 7.3.3, the allowance for the combined overhead and profit included in the total cost or (credit) to the Owner shall be based on the following schedule:
  - .1 For the Contractor, for Work performed by the Contractor's own forces:
    - .a 15% on the first \$25,000 of the change order direct cost of self-performed work,
    - .b 10% on the portion of the change order direct cost of self -performed work between \$25,000 and \$50,000 and
    - .c 7.5% on the portion of the change direct cost of self-performed work between \$50,000 and \$200,000 and
    - .d 5% on the portion of the change order direct cost of self-performed work greater than \$200,000
  - **.2** For the Contractor, for work performed by the Contractor's Subcontractor's five percent (5%) of the amount due the subcontractor.
  - .3 For each Subcontractor involved, for Work performed by that Subcontractor's own forces, fifteen percent (15%) of the cost.

#### § 7.4 Minor Changes in the Work

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

#### **ARTICLE 8 TIME**

#### § 8.1 Definitions

- **§ 8.1.1** Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.
- § 8.1.2 The date of commencement and substantial completion of the Work is the date established in the Agreement between Owner and Contractor, or the Notice to Proceed. Verify dates with Architect & CM contracts all dates should agree
- § 8.1.3 The actual date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.
- § 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

#### § 8.2 Progress and Completion

- § 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.
- § 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.
- § 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

#### § 8.3 Delays and Extensions of Time

- § 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner, Architect, Construction Manager, or an employee of any of them, or of the Owner's own forces, Separate Contractors, or other Contractors; (2) by changes ordered in the Work; (3) by labor disputes, fire, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts and the Architect, based on the recommendation of the Construction Manager, determines justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.
- § 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.
- § 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

#### ARTICLE 9 PAYMENTS AND COMPLETION

#### § 9.1 Contract Sum

- § 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.
- § 9.1.2 The Contract Sum or allowances may be increased or decreased by change order or allowance authorizations based upon documented field conditions. The unit prices shall be utilized to adjust the contract sum or allowances. If quantity of unit price work is between 75 and 125 percent of the original contract quantity, no adjustment to the unit prices will be made. If contract quantities are decreased or increased above and beyond percentages mentioned above, the Contractor and Owner agree to enter into good faith negotiations to adjust the unit prices.

#### § 9.2 Schedule of Values

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

#### § 9.3 Applications for Payment

- § 9.3.1 At least fifteen days before the date established for each progress payment, the Contractor shall submit to the Construction Manager an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner, Construction Manager or Architect require, such as copies of requisitions, and releases of waivers of lien from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.
- § 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Construction Manager and Architect, but not yet included in Change Orders.
- § 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.
- § 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

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

#### § 9.4 Certificates for Payment

- § 9.4.1 Where there is only one Contractor, the Construction Manager will, within seven days after the Construction Manager's receipt of the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect. Within seven days after the Architect receives the Contractor's Application for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Certificate for Payment, in the full amount of the Application for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward to the Contractor the Architect's notice of withholding certification.
- § 9.4.2 Where there is more than one Contractor performing portions of the Project, the Construction Manager will, within seven days after the Construction Manager receives all of the Contractors' Applications for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each of the Contractors; (2) prepare a Summary of Contractors' Applications for Payment by combining information from each Contractor's application with information from similar applications for progress payments from the other Contractors; (3) prepare a Project Application and Certificate for Payment; (4) certify the amount the Construction Manager determines is due all Contractors; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.
- § 9.4.2.1 Within seven days after the Architect receives the Project Application and Project Certificate for Payment and the Summary of Contractors' Applications for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Project Certificate for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Project Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Project Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward the Architect's notice of withholding certification to the Contractors.
- § 9.4.3 The Construction Manager's certification of an Application for Payment or, in the case of more than one Contractor, a Project Application and Certificate for Payment, shall be based upon the Construction Manager's evaluation of the Work and the data in the Application or Applications for Payment. The Construction Manager's certification will constitute a representation that, to the best of the Construction Manager's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.
- § 9.4.4 The Architect's issuance of a Certificate for Payment or, in the case of more than one Contractor, Project Application and Certificate for Payment, shall be based upon the Architect's evaluation of the Work, the recommendation of the Construction Manager, and data in the Application for Payment or Project Application for Payment. The Architect's certification will constitute a representation that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.
- § 9.4.5 The representations made pursuant to Sections 9.4.3 and 9.4.4 are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Construction Manager or Architect.
- § 9.4.6 The issuance of a Certificate for Payment or a Project Certificate for Payment will not be a representation that the Construction Manager or Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

#### § 9.5 Decisions to Withhold Certification

- § 9.5.1 The Construction Manager or Architect may withhold a Certificate for Payment or Project Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's or Architect's opinion the representations to the Owner required by Section 9.4.3 and 9.4.4 cannot be made. If the Construction Manager or Architect is unable to certify payment in the amount of the Application, the Construction Manager will notify the Contractor and Owner as provided in Section 9.4.1 and 9.4.2. If the Contractor, Construction Manager and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment or a Project Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Construction Manager or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment or Project Certificate for Payment previously issued, to such extent as may be necessary in the Construction Manager's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from the acts and omissions described in Section 3.3.2 because of
  - .1 defective Work not remedied:
  - .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
  - .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
  - .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
  - .5 damage to the Owner or a Separate Contractor or other Contractor;
  - reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
  - .7 repeated failure to carry out the Work in accordance with the Contract Documents.
- § 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.
- § 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.
- § 9.5.4 If the Architect or Construction Manager withholds certification for payment under Section 9.5.1, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Construction Manager, and both will reflect such payment on the next Certificate for Payment.

#### § 9.6 Progress Payments

- § 9.6.1 After the Architect has issued a Certificate for Payment or Project Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Construction Manager and Architect.
- § 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.
- § 9.6.3 The Construction Manager will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Owner, Construction Manager and Architect on account of portions of the Work done by such Subcontractor.
- § 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner, Construction Manager nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.
- § 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.
- § 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

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

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

#### § 9.7 Failure of Payment

If the Construction Manager and Architect do not issue a Certificate for Payment or a Project Certificate for Payment, through no fault of the Contractor, within fourteen days after the Construction Manager's receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within twenty-one (21) days after the date established in the Contract Documents, the amount certified by the Construction Manager and Architect, then the Contractor may, upon fourteen (14) additional days' notice to the Owner, Construction Manager and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately, and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, subject to Audit as provided for in the Contract Documents.

#### § 9.8 Substantial Completion

- § 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.
- § 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify the Construction Manager, and the Contractor and Construction Manager shall jointly prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.
- § 9.8.3 Upon receipt of the list, the Architect, assisted by the Construction Manager, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect, assisted by the Construction Manager, to determine Substantial Completion.
- § 9.8.4 When the Architect, assisted by the Construction Manager, determines that the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager will prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.
- § 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

#### § 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing

concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor and Construction Manager shall jointly prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect after consultation with the Construction Manager.

- § 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Construction Manager, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.
- § 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

#### § 9.10 Final Completion and Final Payment

- § 9.10.1 Upon completion of the Work, the Contractor shall forward to the Construction Manager a notice that the Work is ready for final inspection and acceptance, and shall also forward to the Construction Manager a final Contractor's Application for Payment. Upon receipt, the Construction Manager shall perform an inspection to confirm the completion of Work of the Contractor. The Construction Manager shall make recommendations to the Architect and Owner when the Work of all of the Contractors is ready for final inspection, and shall then forward the Contractors' notices and Application for Payment or Project Application for Payment, to the Architect, who will promptly make such inspection with the Owner. When the Architect and Owner find the Work acceptable under the Contract Documents and the Contract fully performed, the Construction Manager and Architect will promptly issue a final Certificate for Payment or Project Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Construction Manager's and Architect's final Certificate for Payment or Project Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.
- § 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Manager (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.
- § 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Construction Manager and Architect so confirm, the Owner shall, upon application by the Contractor and certification by the Construction Manager and Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect through the Construction Manager prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.
- § 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from
  - .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
  - .2 failure of the Work to comply with the requirements of the Contract Documents;
  - .3 terms of special warranties required by the Contract Documents; or
  - .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.
- § 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

#### ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

#### § 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall submit the Contractor's safety program to the Construction Manager for review and coordination with the safety programs of other Contractors. The Construction Manager's responsibilities for review and coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

#### § 10.2 Safety of Persons and Property

- § 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to
  - .1 employees on the Work and other persons who may be affected thereby;
  - .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor;
  - .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction; and
  - .4 construction or operations by the Owner, Separate Contractors, or other Contractors.
- § 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.
- § 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.
- § 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- § 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, Supplier, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner, Construction Manager or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.
- § 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner, Construction Manager and Architect.
- § 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

#### § 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 3 calendar days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

#### § 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contract Documents and

if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner, Construction Manager and Architect of the condition.

- § 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Upon request, the Owner shall furnish in writing to the Contractor, Construction Manager and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. When the material or substance has been rendered harmless, Work in the affected area shall resume upon notice from the Owner. By Change Order, the Contract Time may be extended appropriately, and the Contract Sum may be increased by the amount of the Contractor's reasonable actual additional costs of shutdown, delay, and start-up, subject to audit.
- § 10.3.3 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.
- § 10.3.4 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

#### § 10.4 Emergencies

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

#### ARTICLE 11 INSURANCE AND BONDS

#### § 11.1 Contractor's Insurance and Bonds

- § 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Construction Manager and Construction Manager's consultants, and the Architect and Architect's consultants, shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.
- § 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.
- § 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.
- § 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice directly to the Owner, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage. If the Owner stops the work, due to a lapse in insurance coverage, the Contractor is not entitled to an adjustment of the Contract Sum or Time.
- § 11.2 Please refer to the individual agreements for the Architect's, Construction Manager's, and Contractor's insurance requirements, and the requirements of their subconsultants and subcontractors.

#### ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

#### § 12.1 Uncovering of Work

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

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

#### § 12.2 Correction of Work

#### § 12.2.1 Before Substantial Completion

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

#### § 12.2.2 After Substantial Completion

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

- § 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.
- § 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.
- § 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.
- § 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner, Separate Contractors, or other Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.
- § 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

#### § 12.3 Acceptance of Nonconforming Work

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

#### ARTICLE 13 MISCELLANEOUS PROVISIONS

#### § 13.1 Governing Law

This Agreement shall be governed by applicable Federal, New York State, and local laws.

#### § 13.2 Successors and Assigns

- § 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.
- § 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

#### § 13.3 Rights and Remedies

- § 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.
- § 13.3.2 No action or failure to act by the Owner, Construction Manager, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

#### § 13.4 Tests and Inspections

- § 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Construction Manager and Architect timely notice of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.
- § 13.4.2 If the Construction Manager, Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Construction Manager and Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Construction Manager and Architect of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.
- § 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Construction Manager's and Architect's services and expenses, shall be at the Contractor's expense. Costs for subsequent testing and approval after failed conditions are remedied shall be the responsibility of the Contractor.
- § 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Construction Manager for transmittal to the Architect.
- § 13.4.5 If the Construction Manager or Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Construction Manager or Architect will do so promptly and, where practicable, at the normal place of testing.
- § 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

#### § 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, there shall be no interest charged.

#### ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

#### § 14.1 Termination by the Contractor

- § 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:
  - .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
  - .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
  - .3 Because the Construction Manager has not certified or the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
  - .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.
- § 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.
- § 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner payment for Work executed or stored on-site.
- § 14.1.4 If the Work is stopped for a period of ninety (90) consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees, or any other persons performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

#### § 14.2 Termination by the Owner for Cause

- § 14.2.1 The Owner may terminate the Contract if the Contractor
  - .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
  - .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers:
  - .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
  - .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.
- § 14.2.2 When any of the reasons described in Section 14.2.1 exist, after consultation with the Construction Manager, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may:
  - .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
  - .2 Accept assignment of subcontracts pursuant to Section 5.4;
  - .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.
  - .4 Or, it may seek remedy to complete the project in accordance with the Surety and Performance Bond, if any.
- § 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.
- § 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall, upon application, be certified by the Initial Decision Maker after consultation with the Construction Manager, and this obligation for payment shall survive termination of the Contract.

#### § 14.3 Suspension by the Owner for Convenience

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

- § 14.3.2 The Contract Sum and the Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:
  - .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
  - .2 that an equitable adjustment is made or denied under another provision of this Contract.

#### § 14.4 Termination by the Owner for Convenience

- § 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.
- § 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall
  - .1 cease operations as directed by the Owner in the notice;
  - .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
  - .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
- § 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed and costs incurred by reason of the termination, including costs attributable to termination of Subcontracts.

#### ARTICLE 15 CLAIMS AND DISPUTES

#### § 15.1 Claims

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

#### § 15.1.2 Time Limits on Claims

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

#### § 15.1.3 Notice of Claims

- § 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Construction Manager and Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.
- § 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

#### § 15.1.4 Continuing Contract Performance

- § 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.
- § 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

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

#### § 15.1.6 Claims for Additional Time

- § 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.
- § 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

#### § 15.2 Initial Decision

- § 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3 or 10.4, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to resolution of any Claim. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.
- § 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.
- § 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.
- § 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.
- § 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties, the Construction Manager, and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to legal actions filed in New York Court Supreme Court in Dutchess County.
- § 15.2.6 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.
- § 15.2.7 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.
- § 15.2.8 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, and 9.10.5, shall be determined pursuant to the laws of New York. Parties hereby agree to New York Supreme Court in Dutchess County as the forum for any such action.



Kathy Hochul, Governor

**Dutchess County DPW** 

Renee Osterhoudt, Contract Specialist 626 Dutchess Turnpike Poughkeepsie NY 12603

Schedule Year Date Requested PRC#

2023 through 2024 01/18/2024 2024000646

Roberta Reardon, Commissioner

Location

**Dutchess County Public Transit** 

Project ID#

Renovations includes construction of a new storage building and additional parking area, site stormwater improvements, new HVAC units, replace interior finishings & fixtures and damaged exterior Project Type

#### PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

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

The schedule is effective from July 2023 through June 2024. 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 <a href="www.labor.ny.gov">www.labor.ny.gov</a>. 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 12226

www.labor.ny.gov.

#### 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 form the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12226; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website <a href="https://www.labor.ny.gov">www.labor.ny.gov</a>.

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, contemperaneous, 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

**Dutchess County DPW** 

Renee Osterhoudt, Contract Specialist 626 Dutchess Turnpike Poughkeepsie NY 12603 Schedule Year Date Requested

PRC#

2023 through 2024 01/18/2024 2024000646

Roberta Reardon, Commissioner

Location

**Dutchess County Public Transit** 

Project ID#

Project Type Renovations includes construction of a new storage building and additional parking area, site stormwater improvements, new HVAC units, replace interior finishings & fixtures and damaged exterior

#### **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 N	lumber:	
Name:		
City:  Amount of Contract:  Approximate Starting Date:  Approximate Completion Date:	State:	Zip:  Contract Type:  [ ] (01) General Construction  [ ] (02) Heating/Ventilation  [ ] (03) Electrical  [ ] (04) Plumbing  [ ] (05) Other :

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

#### **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, <a href="https://dol.ny.gov/public-work-and-prevailing-wage">https://dol.ny.gov/public-work-and-prevailing-wage</a>

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: <a href="mailto:dol.misclassified@labor.ny.gov">dol.misclassified@labor.ny.gov</a>.

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

#### Effective June 23, 2020

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

(12.20)

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

## **Budget Policy & Reporting Manual**

# **B-610**

#### **Public Work Enforcement Fund**

effective date December 7, 2005

### 1. Purpose and Scope:

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

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

# 2. Background and Statutory References:

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

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

# 3. Procedures and Agency Responsibilities:

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

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

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

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

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

Reports should contain the following information:

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

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

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

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



Required Notice under Article 25-B of the Labor Law

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

#### The law says that you are an employee unless:

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

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

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

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

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

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

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

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

• **Civil Penalty** First offense: Up to \$2,500 per employee

Subsequent offense(s): Up to \$5,000 per employee

• Criminal Penalty First offense: Misdemeanor - up to 30 days in jail, up to a \$25,000 fine

and debarment from performing public work for up to one year.

Subsequent offense(s): Misdemeanor - up to 60 days in jail or up to a \$50,000 fine and debarment from performing public work for up to 5

years.

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

#### **Employer Name:**

# 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 <a href="https://www.comptroller.nyc.gov">www.comptroller.nyc.gov</a> – 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 of 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 requirement s 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 that 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

#### **Dutchess County General Construction**

Boilermaker 01/01/2024

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: 07/01/2023 01/01/2024

 Boilermaker
 \$ 65.88
 \$ 67.38

 Repairs & Renovations
 65.88
 67.38

Repairs & Renovation: Includes Repairing, Renovating replacement of parts to an existing unit(s).

#### **SUPPLEMENTAL BENEFITS**

Per Hour:

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:

Apprentice(s)	33.5% of Hourly Wage Paid Plus Amount Below	33.5% of Hourly Wage Paid Plus Amount Below
1st Term	\$ 20.12	\$ 20.36
2nd Term	21.03	21.28
3rd Term	21.95	22.22
4th Term	22.83	23.12
5th Term	23.76	24.07
6th Term	24.67	25.00
7th Term	25.58	25.93

NOTE: "Hourly Wage Paid" shall include any and all premium(s)

01/01/2024

**DISTRICT** 8

4-5

JOB DESCRIPTION Carpenter

**ENTIRE COUNTIES** 

Dutchess, Orange

Carpenter

WAGES

Per hour: 07/01/2023

**DISTRICT** 8

Building:

Millwright \$46.00

+ 8.17\*

\*This portion is not subject to overtime premiums

#### SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 34.31

**OVERTIME PAY** 

See (B, E, E2, Q) on OVERTIME PAGE

**HOLIDAY** 

Paid: See (18,19) on HOLIDAY PAGE.

Paid: See (5,6,11,13,16,18,19,25) for 1st & 2nd yr.Apprentices

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

#### **REGISTERED APPRENTICES**

Wages per hour:

One (1) year terms:

1st 2nd 3rd 4th \$28.01 \$30.34 \$34.67 \$43.33 + 4.27\* + 5.06\* + 5.81\* + 7.31\*

Supplemental benefits per hour:

1st 2nd 3rd 4th \$22.55 \$24.34 \$26.45 \$29.18

8-740.2

#### Carpenter 01/01/2024

#### JOB DESCRIPTION Carpenter

**ENTIRE COUNTIES** 

**Dutchess** 

#### **PARTIAL COUNTIES**

Orange: The territory west demarcated by a line drawn from the Bear Mountain Bridge continuing east to the Bear Mountain Circle. The territory south demarcated by a line continuing north on 9W to the town of Cornwall where County Road 107 (also known as Quaker Rd) crosses under 9W to the centerline of Route 32, The territories south and east heading north on Route 32 to Orrs Mills Rd, then west on Orrs Mills Rd to Route 94, continue west and south on Route 94 to the Town of Chester, to the intersection of Kings Highway, continue south on Kings Highway to Bellvale Rd, west on Bellvale Rd to Bellvale Lakes Rd, then south on Bellvale Lakes Rd to Kain Rd, southeast on Kain Rd to Route 17A, then north and southeast along Route 17A to Route 210, then follow Route 210 to NJ Border.

#### **WAGES**

Per hour: 07/01/2023

Carpet/Resilient

Floor Coverer \$ 34.45

+ 3.25\*

INCLUDES HANDLING & INSTALLATION OF ARTIFICIAL TURF AND SIMILAR TURF INDOORS/OUTDOORS.

#### **SUPPLEMENTAL BENEFITS**

Per hour:

\$ 28.33

**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)

<sup>\*</sup>This portion is not subject to overtime premiums

<sup>\*</sup>This portion is not subject to overtime premiums

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 \$15.75 \$18.87 \$23.55 \$28.23 + 2.48\* + 2.48\* + 2.48\* + 2.48\*

Supplemental Benefits per hour - All apprentice terms:

\$ 20.87

8-2287D&O

Carpenter 01/01/2024

#### JOB DESCRIPTION Carpenter

**DISTRICT** 8

**ENTIRE COUNTIES** 

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per Hour: 07/01/2023

Marine Construction:

Marine Diver \$ 74.03

+ 9.79\*

Marine Tender \$ 53.57

+ 9.79\*

#### SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker \$ 45.34

**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 \$ 25.60 + 5.30\* 2nd year 31.20 + 5.30\* 3rd year 39.58 + 5.30\* 4th year 47.97 + 5.05\*

\*This portion is not subject to overtime premiums

Supplemental Benefits

Per Hour:

All terms \$31.83

8-1456MC

#### Carpenter - Building / Heavy&Highway

01/01/2024

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

**DISTRICT** 11

<sup>\*</sup>This portion is not subject to overtime premiums

<sup>\*</sup>This portion is not subject to overtime premiums

Columbia, Dutchess, Orange, Sullivan, Ulster

#### **WAGES**

WAGES (per hour)

Applies to Diver (Wet):

Applies to Carpenter (Building/Heavy & Highway/Tunnel), Dockbuilder, Piledriver, Dive Tender, and Diver (Dry):

	07/01/2023	07/01/2024	07/01/2025	07/01/2026
		Additional	Additional	Additional
Base Wage	\$ 35.81 + 4.88*	\$ 2.16**	\$ 2.23**	\$ 2.30**

1.0

Base Wage \$50.00

+ 4.88\*

SHIFT DIFFERENTIAL: When mandated by a Government Agency irregular or off shift can be worked. The Carpenter shall receive an additional fifteen percent (15%) of the base wage.

#### SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$31.30

#### 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	5th
\$ 17.91	\$ 21.49	\$ 23.28	\$ 25.07	\$ 28.65
+2 58*	+2 58*	+2 58*	+2 58*	+2 58*

<sup>\*</sup>For all hours paid straight or premium

SUPPLEMENTAL BENEFITS per hour:

All Terms \$ 16.32

11-279.2B/H&H

Electrician 01/01/2024

JOB DESCRIPTION Electrician DISTRICT 11

**ENTIRE COUNTIES** 

Orange, Putnam, Rockland

PARTIAL COUNTIES

Dutchess: Towns of Fishkill, East Fishkill, and Beacon.

WAGES

Per hour:

07/01/2023 04/01/2024
Electrician Wireman/Technician \$49.50 \$50.50 +9.00\* +9.50\*

<sup>\*</sup>For all hours paid straight or premium.

<sup>\*\*</sup>To be allocated at a later date.

SHIFT DIFFERENTIAL: On Public Work in New York State when shift work is mandated either in the job specifications or by the contracting agency, the following rates apply when shift is worked:

Between 4:30pm & 12:30am	\$ 58.08	\$ 59.30
	+ 9.00*	+ 9.50*
Between 12:30am & 8:30am	\$ 65.06	\$66.35
	+ 9.00*	+ 9.50*

<sup>\*</sup>For all hours paid straight or premium, not to be included in 3% calculation for supplemental benefits.

### NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (subject to overtime premiums):

- On jobs where employees are required to work from boatswain chairs, swinging scaffolds, etc., forty (40) feet or more above the ground, or under compressed air, using Scottair packs, or gas masks, they shall receive an additional \$2.00 per hour above the regular straight time rate.
- Journeyman Wireman working in Shafts, Tunnels or on Barges: \$5.00 above the Journeyman Wireman rate of pay
- Journeyman Wireman when performing welding or cable splicing: \$3.00 above the Journeyman Wireman rate of pay
- Journeyman Wireman required to have a NYS Asbestos Certificate: \$3.00 above the Journeyman Wireman rate of pay
- Journeyman Wireman required to have a CDL: \$3.00 above the Journeyman Wireman rate of pay.

### **SUPPLEMENTAL BENEFITS**

 Per hour:
 07/01/2023
 04/01/2024

 Journeyman
 \$ 28.68 plus
 \$ 29.68 plus

 3% of straight
 3% of straight
 3% of straight

 or premium wage
 or premium wage

### **OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

#### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 13, 15, 16, 25) on HOLIDAY PAGE

When the holiday falls on a Saturday it is observed the Friday before. When the holiday falls on a Sunday it is observed on the Monday after

### **REGISTERED APPRENTICES**

WAGES:

(1)year terms at the following rates

07/01/2023	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 14.25	\$ 19.00	\$ 23.75	\$ 28.50	\$ 33.25	\$ 35.63
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
2nd Shift	16.72	22.29	27.86	33.43	39.00	41.79
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
3rd Shift	18.72	24.97	31.21	37.45	43.69	46.82
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
09/01/2023	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 15.68	\$ 19.00	\$ 23.75	\$ 28.50	\$ 33.25	\$ 35.63
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
2nd Shift	18.39	22.29	27.86	33.43	39.00	41.79
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
3rd Shift	20.60	24.97	31.21	47.45	43.69	46.82
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
04/01/2024	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 16.01	\$ 19.40	\$ 24.25	\$ 29.10	\$ 33.95	\$ 36.38
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
2nd Shift	18.78	22.76	28.45	34.13	39.82	42.67
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
3rd Shift	21.04	25.49	31.86	38.24	44.61	47.80
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
09/01/2024	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 16.01	\$ 19.40	\$ 24.25	\$ 29.10	\$ 33.95	\$ 36.38
	+1.00*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*
2nd Shift	18.78	22.76	28.45	34.13	39.82	42.67
	+1.00*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*
3rd Shift	21.04	25.49	31.86	38.24	44.61	47.80
	+1.00*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*

**DISTRICT** 11

04/01/2025	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 16.34	\$ 19.80	\$ 24.75	\$ 29.70	\$ 34.65	\$ 37.13
	+1.00*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*
2nd Shift	19.17	23.23	29.03	34.84	40.64	43.55
	+1.00*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*
3rd Shift	21.47	26.02	32.52	39.03	45.53	48.79
	+1.00*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*

<sup>\*</sup>For all hours paid straight or premium, not to be included in 3% calculation for supplemental benefits.

### SUPPLEMENTAL BENEFITS per hour:

07/01/2023	
1st term	\$ 16.28 plus 3% of straight or premium wage
2nd term	\$ 16.28 plus 3% of straight or premium wage
3rd term	\$ 18.28 plus 3% of straight or premium wage
4th term	\$ 18.78 plus 3% of straight or premium wage
5th term	\$ 20.28 plus 3% of straight or premium wage
6th term	\$ 20.28 plus 3% of straight or premium wage
09/01/2024	
1st term	\$ 16.28 plus 3% of straight or premium wage
2nd term	\$ 17.78 plus 3% of straight or premium wage
3rd term	\$ 18.78 plus 3% of straight or premium wage
4th term	\$ 19.78 plus 3% of straight or premium wage

11-363/1

Electrician 01/01/2024

### JOB DESCRIPTION Electrician

### **ENTIRE COUNTIES**

Sullivan, Ulster

5th term

6th term

### **PARTIAL COUNTIES**

Delaware: Only in the Townships of Andes, Harpersfield, Kortwright, Stamford, Bovina, Roxbury, Middletown and those portions of Colchester and Hancock south of the East Branch of the Delaware River.

\$ 21.28 plus 3% of straight or premium wage

\$ 21.28 plus 3% of straight or premium wage

Dutchess: All of the county except for the towns of Fishkill, East Fishkill, and Beacon.

Greene: That portion of the county south of a line following the south limits of the city of Catskill in a Westerly direction from the Hudson River to Highway 23A along 23A to the road following the Little Westkill and continuing along this road to Delaware County.

#### WAGES

---IMPORTANT NOTE: Applies to all electrical wiring of single or multiple family dwellings and apartments up to and including two (2) stories that do not exceed four (4) unit apartments.

### Per hour:

Electrician Wireman/ Technician	07/01/2023	04/01/2024
Electrical/Technician Projects		
under \$ 250,000.00	\$ 45.50	\$ 46.50
	+ 9.00*	+ 9.50*
over \$ 250,000.00	\$ 49.50	\$ 50.50
	+ 9.00*	+ 9.50*

SHIFT DIFFERENTIAL: On Public Work in New York State when shift work is mandated either in the job specifications or by the contracting agency, the following rates apply:

Shift worked between 4:30pm & 12:30am Electrical/Technician Projects		
under \$ 250,000.00	\$ 53.39	\$ 54.56
	+ 9.00*	+ 9.50*
over \$ 250,000.00	\$ 58.08	\$ 59.30
	+ 9.00*	+ 9.50*
Shift worked between 12:30am & 8:30am Electrical/Technician Projects		
under \$ 250,000.00	\$ 59.81	\$ 61.12
	+ 9.00*	+ 9.50*

over \$ 250,000.00	\$ 65.06	\$ 66.35
	+ 9.00*	+ 9.50*

<sup>\*</sup>For all hours paid straight or premium, not to be included in 3% calculation for supplemental benefits.

#### NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (subject to overtime premiums):

- On jobs where employees are required to work from boatswain chairs, swinging scaffolds, etc., forty (40) feet or more above the ground, or under compressed air, using Scottair packs, or gas masks, they shall receive an additional \$2.00 per hour above the regular straight time
- Journeyman Wireman working in Shafts, Tunnels or on Barges: \$5.00 above the Journeyman Wireman rate of pay
- Journeyman Wireman when performing welding or cable splicing: \$3.00 above the Journeyman Wireman rate of pay
- Journeyman Wireman required to have a NYS Asbestos Certificate: \$3.00 above the Journeyman Wireman rate of pay
- Journeyman Wireman required to have a CDL: \$3.00 above the Journeyman Wireman rate of pay.

#### SUPPLEMENTAL BENEFITS

Per hour: 07/01/2023 04/01/2024 \$ 29.68 plus \$ 28.68 plus Journeyman 3% of straight 3% of straight or premium wage or premium wage

### **OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

#### **HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

See (5, 6, 13, 15, 16, 25) on HOLIDAY PAGE Overtime:

When the holiday falls on a Saturday it is observed the Friday before. When the holiday falls on a Sunday it is observed on the Monday

after.

#### REGISTERED APPRENTICES

WAGES:

(1) year terms at the following rates

07/01/2023 1st Shift	1st \$ 14.25 +1.00*	2nd \$ 19.00 +1.00*	3rd \$ 23.75 +1.50*	4th \$ 28.50 +2.00*	5th \$ 33.25 +2.50*	6th \$ 35.63 +2.50*
2nd Shift	16.72	22.29	27.86	33.43	39.00	41.79
Ziid Siilit	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
3rd Shift	18.72	24.97	31.21	37.45	43.69	46.82
ord ormit	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
09/01/2023	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 15.68	\$ 19.00	\$ 23.75	\$ 28.50	\$ 33.25	\$ 35.63
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
2nd Shift	18.39	22.29	27.86	33.43	39.00	41.79
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
3rd Shift	20.60	24.97	31.21	47.45	43.69	46.82
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
04/01/2024	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 16.01	\$ 19.40	\$ 24.25	\$ 29.10	\$ 33.95	\$ 36.38
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
2nd Shift	18.78	22.76	28.45	34.13	39.82	42.67
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
3rd Shift	21.04	25.49	31.86	38.24	44.61	47.80
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
09/01/2024	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 16.01	\$ 19.40	\$ 24.25	\$ 29.10	\$ 33.95	\$ 36.38
	+1.00*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*
2nd Shift	18.78	22.76	28.45	34.13	39.82	42.67
	+1.00*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*
3rd Shift	21.04	25.49	31.86	38.24	44.61	47.80
	+1.00*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*
04/01/2025	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 16.34	\$ 19.80	\$ 24.75	\$ 29.70	\$ 34.65	\$ 37.13
	+1.00*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*
2nd Shift	19.17	23.23	29.03	34.84	40.64	43.55
	+1.00*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*

**DISTRICT** 1

3rd Shift	21.47	26.02	32.52	39.03	45.53	48.79
	+1 00*	+1 00*	+1 00*	+2 00*	+2 50*	+2 50*

<sup>\*</sup>For all hours paid straight or premium, not to be included in 3% calculation for supplemental benefits.

#### SUPPLEMENTAL BENEFITS per hour:

07/01/2023

1st term \$ 16.28 plus 3% of straight or premium wage 2nd term \$ 16.28 plus 3% of straight or premium wage 3rd term \$ 18.28 plus 3% of straight or premium wage 4th term \$ 18.78 plus 3% of straight or premium wage 5th term \$ 20.28 plus 3% of straight or premium wage 6th term \$ 20.28 plus 3% of straight or premium wage

09/01/2024

1st term \$ 16.28 plus 3% of straight or premium wage 2nd term \$ 17.78 plus 3% of straight or premium wage 3rd term \$ 18.78 plus 3% of straight or premium wage 4th term \$ 19.78 plus 3% of straight or premium wage 5th term \$ 21.28 plus 3% of straight or premium wage 6th term \$ 21.28 plus 3% of straight or premium wage

11-363/2

### Elevator Constructor 01/01/2024

### JOB DESCRIPTION Elevator Constructor

# 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 07/01/2023 01/01/2024

Mechanic \$ 67.35 \$ 70.15

Helper 70% of Mechanic 70% of Mechanic

Wage Rate Wage Rate

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

### SUPPLEMENTAL BENEFITS

Per hour

07/01/2023 01/01/2024

Journeyperson/Helper

(\*)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 01/01/2024

JOB DESCRIPTION Glazier DISTRICT 8

**ENTIRE COUNTIES** 

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

**WAGES** 

Per hour: 7/01/2023

Glazier & Glass Tinting \$ 61.64

\*Scaffolding 65.64 Window Film \*\*Repair & Maintenance 30.76

### **SUPPLEMENTAL BENEFITS**

Per hour: 7/01/2023

Glazier & Glass Tinting \$40.20

Window Film

Repair & Maintenance 23.19

### **OVERTIME PAY**

See (B, E, Q, V) on OVERTIME PAGE

For 'Repair & Maintenance' see (B, B2, I, S) on overtime page.

**HOLIDAY** 

Paid: See (1) on HOLIDAY PAGE

Overtime: See (4, 6, 16, 25) on HOLIDAY PAGE

7/01/2023

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:

1st term	\$ 21.93
2nd term	30.05
3rd term	39.95
4th term	48.97

Supplemental Benefits:

(Per hour)

( /	
1st term	\$ 18.25
2nd term	25.97
3rd term	31.27
4th term	34.32

8-1087 (DC9 NYC)

Insulator - Heat & Frost 01/01/2024

<sup>\*</sup>Scaffolding includes swing scaffold, mechanical equipment, scissor jacks, man lifts, booms & buckets 30' or more, but not pipe scaffolding.

<sup>\*\*</sup>Repair & Maintenance- All repair & maintenance work on a particular building whenever performed, where the total cumulative Repair & Maintenance contract value is under \$184,000.

#### **ENTIRE COUNTIES**

Dutchess, Orange, Putnam, Rockland, Westchester

**WAGES** 

Per hour:	07/01/2023	06/01/2024
Insulator	\$ 59.25	+ \$ 2.50
Discomfort & Additional Training**	62.31	+ \$ 2.50
Fire Stop Work*	31.77	+ \$ 2.50

<sup>\*</sup> Applies on all exclusive Fire Stop Work (When contract is for Fire Stop work only). No apprentices on these contracts only.

Note: Additional \$0.50 per hour for work 30 feet or more above floor or ground level.

#### SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 37.35

Discomfort &

Additional Training 39.39

Fire Stop Work:

Journeyworker 19.03

**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 \$ 31.77 \$ 37.26 \$ 42.76 \$ 48.26

Discomfort & Additional Training Apprentices:

1st 2nd 3rd 4th \$ 33.30 \$ 39.09 \$ 44.90 \$ 50.71

Supplemental Benefits paid per hour:

Insulator Apprentices:

 1st term
 \$ 19.03

 2nd term
 22.69

 3rd term
 26.36

 4th term
 30.03

Discomfort & Additional Training Apprentices:

 1st term
 \$ 20.06

 2nd term
 23.92

 3rd term
 27.78

 4th term
 31.66

8-91

Ironworker 01/01/2024

<sup>\*\*</sup>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

### **ENTIRE COUNTIES**

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster

#### **WAGES**

Per hour:

	07/01/2023	07/01/2024	07/01/2025	07/01/2026
		Additional	Additional	Additional
Structural	\$ 52.63	\$ 2.00*	\$ 2.00*	\$2.00*
Reinforcing*	52.63	2.00*	2.00*	2.00*
Ornamental	52.63	2.00*	2.00*	2.00*
Chain Link Fence	52.63	2.00*	2.00*	2.00*

<sup>\*</sup> To be allocated at a later date.

NOTE: For Reinforcing classification ONLY, Ironworker 4-46Reinf rates apply in Rockland County's southern section (south of Convent Road and east of Blue Hills Road).

On Government Mandated Irregular Work Days or Shift Work, the following wage will be paid:

 1st Shift
 \$ 52.63

 2nd Shift
 67.34

 3rd Shift
 72.24

### **SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$43.47

#### **OVERTIME PAY**

See (B1, Q, V) on OVERTIME PAGE

#### **HOLIDAY**

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 16) on HOLIDAY PAGE

If a holiday falls on Saturday, it will be observed Friday. If a holiday falls on Sunday, it will be observed Monday.

### **REGISTERED APPRENTICES**

Wages:

(1) year terms at the following wage:

	1st yr	2nd yr	3rd yr	4th yr
1st Shift	\$ 26.32	\$ 31.58	\$ 36.85	\$ 42.10
2nd Shift	36.16	42.40	48.64	54.86
3rd Shift	39.45	46.00	52.57	59.12

### Supplemental Benefits per hour:

1st year	\$ 37.35
2nd year	38.57
3rd year	39.80
4th year	41.02

11-417

**DISTRICT** 11

Laborer - Building 01/01/2024

### JOB DESCRIPTION Laborer - Building

ENTIRE COUNTIES
Dutchess

#### **PARTIAL COUNTIES**

Columbia: Only the Townships of Greenport, Claverack, Philmont, Clermont, Germantown, Livingston, Hillsdale, Gallatin, Copake, Ancram, Taghkanic and the City of Hudson.

### **WAGES**

\*ALL WORK RELATED WITH TOXIC OR ANY ASBESTOS OR HAZARDOUS MATERIAL\*

WAGES: (per hour)

,	07/01/2023	06/01/2024	06/01/2025	06/01/2026
			Additional	Additional
Class 4	\$ 47.30	\$ 49.00	\$ 2.90*	\$ 3.00*

<sup>\*</sup>To be allocated at a later date.

<sup>\*\*</sup>Note- Any shift that works past 12:00 midnight shall receive the 3rd shift differential.

**DISTRICT** 8

These rates will cover all work within five feet of the building foundation line.

Shift Differential: On all Governmental mandated irregular or off shift work, an additional 25% of wage is required. The 25% shift differential will be paid on public works contract for shifts or irregular workdays outside the normal working hours for 2nd and 3rd shifts or irregular work day or when mandated or required by state, federal, county, local or other governmental agency contracts.

#### SUPPLEMENTAL BENEFITS

Per hour:

 Journeyman
 \$ 32.40
 \$ 33.50

 Shift
 39.46
 \$ 40.84

#### **OVERTIME PAY**

See (B, \*E, E5, \*\*Q) on OVERTIME PAGE

\*For first 8 hours on Saturday

\*\*When an employee is required to work on a holiday which falls on a Sunday the employee shall be paid three (3) times the hourly rate and one (1) hour benefits for every hour worked. When an employee is required to work on a holiday which falls on a Saturday the employee shall be paid two and a half (2.5) times the hourly rate and one hour benefits for every hour worked.

#### **HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

Holidays that fall on Saturday shall be observed on Friday, when holidays fall on Sunday they shall be observed on Monday.

#### **REGISTERED APPRENTICES**

(1000) hour terms at the following wages.

	07/01/2023	06/01/2024
1st term	\$ 27.05	\$ 28.05
2nd term	31.25	32.35
3rd term	35.40	36.70
4th term	39.55	41.00
Supplemental Benefits per hour:		
All Terms Regular	\$ 28.33	\$ 29.23
All Terms Shift Rate	34.27	TBD

11-17tox B

Laborer - Building 01/01/2024

#### JOB DESCRIPTION Laborer - Building

orer - building

**ENTIRE COUNTIES** 

**Dutchess** 

### **PARTIAL COUNTIES**

Columbia: Only the Townships of Ancram, Claverack, Clermont, Copake, Gallatin, Germantown, Greenport, Hillsdale, Hudson, Livingston, Philmont and Taconic.

### WAGES

GROUP #1:

All Laborers except those listed in Group 2

GROUP #2:

Blaster, Laser Beam Oper., Asphalt Rakers, & Drilling Equipment Only Where a Separate Air Compressor Unit Supplies Power

WAGES per hour

07/01/2023 06/01/2024

GROUP # 1 \$ 39.00\* + \$ 2.00 GROUP # 2 41.35\* + \$ 2.00

Note: Any job requiring Hazwopper Certification will pay \$1.00 above job classification wage rate.

### SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 28.60

**OVERTIME PAY** 

See (B, F, R) on OVERTIME PAGE

**HOLIDAY** 

Paid: See (1) on HOLIDAY PAGE

<sup>\*</sup>Subtract \$ 4.50 to calculate overtime premium

Overtime: See (5, 6) on HOLIDAY PAGE

Note: Whenever a holidays falls on Sunday, it will be observed on the following Monday.

#### REGISTERED APPRENTICES

Wages per hour: 07/01/2023

1000 Hour terms

 1st term
 \$ 28.08

 2nd term
 31.90

 3rd term
 35.72

 4th term
 39.54

Note: Any job requiring Hazwopper Certification will pay \$1.00 above job classification wage rate.

Supplemental Benefits per hour:

All terms \$23.20

8-235

### Laborer - Heavy&Highway

01/01/2024

### JOB DESCRIPTION Laborer - Heavy&Highway

**DISTRICT** 8

#### **ENTIRE COUNTIES**

**Dutchess** 

### **PARTIAL COUNTIES**

Columbia: Only the Townships of Ancram, Claverack, Clermont, Copake, Gallatin, Germantown, Greenport, Hillsdale, Hudson, Livingston, Philmont and Taconic.

#### **WAGES**

GROUP I: Blaster, Asphalt Screedman, ACI Certified Flatwork Finisher, Pipe Jacking and Boring Operations, Operator Qualified Dead Condition Pipe Fuser (B Mechanic)

GROUP II: Burner, Drill Operator, Jumbo Driller, Wagon Driller, Air Track Driller, Hydraulic Driller, Self Contained Rotary Drill Operator, Pneumatic Dowel Driller, Concrete Form Aligner, Concrete Form and Curb Form Highway, Concrete Finisher, Asphalt Raker, Pipe Fusion, Wrecking "Bar Person", Operator Qualified Peer Checker.

GROUP III: Asphalt Curb Machine Operator, Jeepers Operator, Pavement Breaker Operator, Power Saw Operator, Jack Hammer Drill, all types Pneumatic Tool and Gasoline Drill, Concrete Saw, Gunning, Railroad, Spike Puller, Sandblasting, Shoring, Pipe Layer, Deck Winches on Scows, Power Buggy and Operator, Power Wheelbarrow Operator, Laser Bean and X-Ray Operator, Pipe Religner, Underpinning, Chain Saw, Tree Cutter, Jack Leg Driller, Hydraulic Rock Splitter, certified, Certified Scaffold Erector, Remote Controlled Demolition Robot, Wrecking "Bar Person" Helper, Utility Per Diem Laborer, Compressed air-lance, Water jet lance

Group IV: General Concrete Laborers - anything pertaining to concrete, aggregate or concrete material handling, Puddlers, Asphalt Worker, Crack Router Operator, Rock Scalers, Vibrator Operator, Bit Grinder, Concrete Grinder, Remote Walk Behind Roller (Wacker, Rammax, etc), Air Tampers and All Tampers not covered by any other classification, Form Pin Pullers, Pumps and their operation, Service of Air Power, Epoxy and Waterproofing Worker, Fine Grade person between forms, Barco Rammer, Guard Rail Installation and Demolition Link Fence, Steel Kings, Wire Mesh, Setting of all Paving Blocks, Brick Paver and Rubber Pavers, Rip Rap and Dry Stone Layer Wall, Stone Work and Pointing, Cement Spray Men, Gabion Basket Assembler, Installation of Noise Barrier, Jersey Barrier and Joints, Pre-Cast Manholes, and Pre-cast and Pre-cast Catch Basins, Crib Retaining Walls

Group V: All Driller Helpers(including Hydraulic Wagon Air Track). Common Laborers, Certified Fire Watch Laborers, All AFL/CIO Trades, Signal Person Truck Spotters, Power Person, Landscaping and Nursery Person, Artificial Turf, Placing Fabric on Landfill, Sign Installer, Temporary and Interim Pavement Line Striping, String Line Automation Grades, Lock Level, Certified Traffic Safety and Control (Pattern)

Group V (A): Flagperson

Group VI: Confined Space Laborer

WAGES per hour	07/01/2023	05/01/2024
Group I:	\$ 48.05	+ \$ 2.25
Group II:	46.70	+ \$ 2.25
Group III:	46.30	+ \$ 2.25
Group IV:	45.95	+ \$ 2.25
Group V:	45.60	+ \$ 2.25
Group V(A):	39.25	+ \$ 2.25
Group VI:	47.60	+ \$ 2.25

Note: All employees working on a project that requires Hazwopper Certification will receive \$1.00 per hour over job classification rate of pay.

#### SUPPLEMENTAL BENEFITS

Per hour: 07/01/2023 Journeyman \$ 28.05 38.35\*

#### OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

### **HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE Overtime: See (5, 6) on HOLIDAY PAGE

Note: Whenever a holidays falls on Sunday, it will be observed on the following Monday.

### **REGISTERED APPRENTICES**

Wages per hour

1000 hour year terms

 1st Term
 \$ 28.08

 2nd Term
 31.90

 3rd Term
 35.72

 4th Term
 39.54

Note: All employees working on a project that requires Hazwopper Certification will receive \$1.00 per hour over job classification rate of pay. All employees who work an irregular work day that starts after 9:00 AM on a governmental mandated schedule shall be paid an additional 15% per hour.

Supplemental Benefits per hour:

All Terms \$ 23.20

8-235h

#### Laborer - Heavy&Highway

01/01/2024

### JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 11

### **ENTIRE COUNTIES**

Dutchess

#### **PARTIAL COUNTIES**

Columbia: Only the Townships of Claverack, Clermont, Greenport, Philmont, Germantown, Livingston, Hillsdale, Taghkanic, Gallatin, Copake, Ancram, City of Hudson.

### **WAGES**

\*ALL WORK RELATED WITH TOXIC OR ANY ASBESTOS OR HAZARDOUS MATERIAL, BIO REMEDIATION AND PHYTO REMEDIATION\*(Five feet or more outside of building foundation line)

WAGES:(per hour) 07/01/2023 06/01/2024
Additional
Class 3 \$ 49.40 \$ 2.45\*

SHIFT DIFFERENTIAL: Night work and irregular shift require 20% increase on wages for all Government mandated night and irregular shift work.

NOTE - The 'Employer Registration' (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

### **SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$32.28 Shift 37.96

### **OVERTIME PAY**

See (B, E, P, \*R, \*\*S, \*\*\*T, X) on OVERTIME PAGE

<sup>\*</sup>Applies for contracting agency mandated irregular shift work

<sup>\*</sup> To be allocated at a later date.

\*For Mon-Fri Holidays, Double Benefits to be paid for all hours worked.

**HOLIDAY** 

Paid: See (5, 6, 15, 25) on HOLIDAY PAGE Overtime: See (5, 6, 15, 25) on HOLIDAY PAGE

To be eligible for a paid holiday, an employee must work at least two (2) days in the calendar week or payroll week in which the holiday falls.

### **REGISTERED APPRENTICES**

(1000) hour terms at the following wages.

(1000) Hour torrio at the fellowing was	900.	
	07/01/2023	06/01/2024
1st term	\$ 27.05	\$ 28.05
2nd term	31.25	32.35
3rd term	35.40	36.70
4th term	39.55	41.00
Supplemental Benefits per hour:		
All Terms Regular	\$ 28.33	\$ 29.23

11-17tox HH

**DISTRICT** 11

Laborer - Tunnel 01/01/2024

**TBD** 

### JOB DESCRIPTION Laborer - Tunnel

# ENTIRE COUNTIES

Columbia, Dutchess, Greene, Orange, Otsego, Putnam, Rockland, Sullivan, Ulster, Westchester

33.08

### **PARTIAL COUNTIES**

All Terms Shift Rate

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)

	07/01/2023	06/01/2024	06/01/2025
Class 1	\$ 55.55	\$ 57.05	\$ 58.55
Class 2	57.70	59.20	60.70
Class 4	64.10	65.60	67.10
Class 5	47.65	49.90	51.40

Toxic and hazardous waste, lead abatement and asbestos abatement work will be paid an additional \$ 3.00 an hour.

SHIFT DIFFERENTIAL...On all Government mandated irregular shift work:

- Employee shall be paid at time and one half the regular rate Monday through Friday.
- Saturday shall be paid at 1.65 times the regular rate.
- Sunday shall be paid at 2.15 times the regular rate.

### **SUPPLEMENTAL BENEFITS**

Per hour:

Benefit 1	\$ 35.73	\$ 36.98	\$ 38.23
Benefit 2	51.01	TBD	TBD
Benefit 3	71.28	TBD	TBD

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

<sup>\*\*</sup>For Saturday Holidays, Two and one Half Benefits for all hours worked.

<sup>\*\*\*</sup>For Sunday Holidays, Triple Benefits for all hours worked.

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 01/01/2024

#### JOB DESCRIPTION Lineman Electrician

#### **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, Wyoming, Yates

#### **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.

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 applicable on all overhead and underground distribution and maintenance work, and all overhead and underground transmission line work and the installation of fiber optic cable where no other construction trades are or have been involved. (Ref #14.01.01)

Per hour:	07/01/2023	05/06/2024
Lineman, Technician	\$ 57.40	\$ 58.90
Crane, Crawler Backhoe	57.40	58.90
Welder, Cable Splicer	57.40	58.90
Digging Mach. Operator	51.66	53.01
Tractor Trailer Driver	48.79	50.07
Groundman, Truck Driver	45.92	47.12
Equipment Mechanic	45.92	47.12
Flagman	34.44	35.34

Additional \$1.00 per hour for entire crew when a helicopter is used.

Below rates applicable on all electrical sub-stations, switching structures, fiber optic cable and all other work not defined as "Utility outside electrical work". (Ref #14.02.01-A)

Lineman, Technician	\$ 57.40	\$ 58.90
Crane, Crawler Backhoe	57.40	58.90
Cable Splicer	63.14	64.79
Certified Welder,		
Pipe Type Cable	60.27	61.85
Digging Mach. Operator	51.66	53.01
Tractor Trailer Driver	48.79	50.07
Groundman, Truck Driver	45.92	47.12
Equipment Mechanic	45.92	47.12
Flagman	34.44	35.34

Additional \$1.00 per hour for entire crew when a helicopter is used.

Below rates apply on switching structures, maintenance projects, railroad catenary install/maintenance third rail installation, bonding of rails and pipe type cable and installation of fiber optic cable. (Ref #14.02.01-B)

Lineman, Tech, Welder	\$ 58.72	\$ 60.22
Crane, Crawler Backhoe	58.72	60.22
Cable Splicer	64.59	66.24
Certified Welder,		
Pipe Type Cable	61.66	63.23
Digging Mach. Operator	52.85	54.20
Tractor Trailer Driver	49.91	51.19
Groundman, Truck Driver	46.98	48.18
Equipment Mechanic	46.98	48.18
Flagman	35.23	36.13

Additional \$1.00 per hour for entire crew when a helicopter is used.

Below rates applicable on all overhead and underground transmission line work & fiber optic cable where other construction trades are or have been involved. This applies to transmission line work only, not other construction. (Ref #14.03.01)

Lineman, Tech, Welder	\$ 59.91	\$ 61.41
Crane, Crawler Backhoe	59.91	61.41
Cable Splicer	59.91	61.41
Digging Mach. Operator	53.92	55.27
Tractor Trailer Driver	50.92	52.20
Groundman, Truck Driver	47.93	49.13
Equipment Mechanic	47.93	49.13
Flagman	35.95	36.85

Additional \$1.00 per hour for entire crew when a helicopter is used.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1ST SHIFT	8:00 AM to 4:30 PM REGULAR RATE
2ND SHIFT	4:30 PM to 1:00 AM REGULAR RATE PLUS 17.3 %
3RD SHIFT	12:30 AM to 9:00 AM REGULAR RATE PLUS 31.4 %

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

#### SUPPLEMENTAL BENEFITS

Per hour:

	07/01/2023	05/06/2024
Lineman, Technician, or Equipment Operators with Crane License	\$ 29.40 *plus 7% of the hourly wage paid	\$ 30.90 *plus 7% of the hourly wage paid
All other Journeyman	\$ 26.40 *plus 7% of the hourly wage paid	\$ 26.90 *plus 7% of the hourly wage paid

<sup>\*</sup>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 all emergency work designated by the Dept. of Jurisdiction. NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

### **HOLIDAY**

Paid

See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.

**DISTRICT** 6

Overtime

See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

#### REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyman Lineman wage.

1st	2nd	3rd	4th	5th	6th	7th	
60%	65%	70%	75%	80%	85%	90%	

SUPPLEMENTAL BENEFITS per hour:

07/01/2023 05/06/2024

\$ 26.40 \$ 26.90

\*plus 7% of the hourly the hourly wage paid wage paid

6-1249a

### Lineman Electrician - Teledata 01/01/2024

#### JOB DESCRIPTION Lineman Electrician - Teledata

### **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).

	07/01/2023	01/01/2024	01/01/2025
Cable Splicer	\$ 37.73	\$ 39.24	\$ 40.81
Installer, Repairman	\$ 35.81	\$ 37.24	\$ 38.73
Teledata Lineman	\$ 35.81	\$ 37.24	\$ 38.73
Tech., Equip. Operator	\$ 35.81	\$ 37.24	\$ 38.73
Groundman	\$ 18.98	\$ 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.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED:

1ST SHIFT REGULAR RATE

2ND SHIFT REGULAR RATE PLUS 10% 3RD SHIFT REGULAR RATE PLUS 15%

SUPPLEMENTAL BENEFITS

Per hour:	07/01/2023	01/01/2024	01/01/2025
Journeyman	\$ 5.70 *plus 3% of	\$ 5.70 *plus 3% of	\$ 5.70 *plus 3% of
	the hourly	the hourly	the hourly
	wage paid	wage paid	wage paid

<sup>\*</sup>The 3% is based on the hourly wage paid, straight time rate or premium rate.

### **OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

### **HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

<sup>\*</sup>The 7% is based on the hourly wage paid, straight time or premium time.

Overtime:

See (5, 6, 16) on HOLIDAY PAGE

6-1249LT - Teledata

**DISTRICT** 6

### Lineman Electrician - Traffic Signal, Lighting

01/01/2024

### JOB DESCRIPTION Lineman Electrician - Traffic Signal, Lighting

#### **ENTIRE COUNTIES**

Columbia, Dutchess, Orange, Putnam, Rockland, Ulster

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.

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.

A flagger's duties shall consist of traffic control only. (Ref #14.01.02)

Per hour:	07/01/2023	05/06/2024
Lineman, Technician	\$ 50.60	\$ 51.82
Crane, Crawler Backhoe	50.60	51.82
Certified Welder	53.13	54.41
Digging Machine	45.54	46.64
Tractor Trailer Driver	43.01	44.05
Groundman, Truck Driver	40.48	41.46
Equipment Mechanic	40.48	41.46
Flagman	30.36	31.09

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.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

> 8:00 AM TO 4:30 PM REGULAR RATE 1ST SHIFT

4:30 PM TO 1:00 AM REGULAR RATE PLUS 17.3% 2ND SHIFT 3RD SHIFT 12:30 AM TO 9:00 AM REGULAR RATE PLUS 31.4%

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday, Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

### SUPPLEMENTAL BENEFITS

Per hour worked (but also required on non-worked holidays):

	07/01/2023	05/06/2024
Lineman, Technician, or Equipment Operators with Crane License	\$ 29.40 *plus 7% of the hourly wage paid	\$ 30.90 *plus 7% of the hourly wage paid
All other Journeyman	\$ 26.40 *plus 7% of the hourly wage paid	\$ 26.90 *plus 7% of the hourly wage paid Page 38

Page 30

\*The 7% is based on the hourly wage paid, straight time or premium time.

#### **OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE. \*Note\* Double time for all emergency work designated by the Dept. of Jurisdiction. NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

#### HOLIDAY

Paid: See ( 5, 6, 8, 13, 25 ) on HOLIDAY PAGE and Governor of NYS Election Day. Overtime: See ( 5, 6, 8, 13, 25 ) on HOLIDAY PAGE and Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

### **REGISTERED APPRENTICES**

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyman Lineman wage.

1st	2nd	3rd	4th	5th	6th	7th
60%	65%	70%	75%	80%	85%	90%
SUPPLE	MENTAL BEN	EFITS per hou	r:			
		•	07/01/20	023	05/06/2	024
			\$ 26.40	0	\$ 26.9	0
			*plus 7%	of	*plus 7%	of
			the hourl	у	the hour	ly
			wage pa	id	wage pa	id

<sup>\*</sup>The 7% is based on the hourly wage paid, straight time or premium time.

6-1249aReg8LT

### **Lineman Electrician - Tree Trimmer**

01/01/2024

### JOB DESCRIPTION Lineman Electrician - Tree Trimmer

#### **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, Wyoming, Yates

#### WAGES

Applies to line clearance, tree work and right-of-way preparation on all new or existing energized overhead or underground electrical, telephone and CATV lines. This also would include stump removal near underground energized electrical lines, including telephone and CATV lines.

Per hour:	07/01/2023	12/31/2023
Tree Trimmer	\$ 29.80	\$ 31.44
Equipment Operator	26.35	27.80
Equipment Mechanic	26.35	27.80
Truck Driver	21.95	23.15
Groundman	18.07	19.07
Flag person	14.20	14.20*

<sup>\*</sup>NOTE- Rate effective on 01/01/2024 - \$15.00 due to minimum wage increase

### SUPPLEMENTAL BENEFITS

Per hour:

	07/01/2023	12/31/2023
Journeyman	\$ 10.48	\$ 10.48
	*plus 4.5% of	*plus 4.5% of
	the hourly	the hourly
	wage paid	wage paid

<sup>\*</sup> The 3% is based on the hourly wage paid, straight time rate or premium rate.

#### **OVERTIME PAY**

See (B, E, Q, X) on OVERTIME PAGE

NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

**HOLIDAY** 

See (5, 6, 8, 15) on HOLIDAY PAGE See (5, 6, 8, 15, 16, 25) on HOLIDAY PAGE Paid: Overtime:

NOTE: All paid holidays falling on a Saturday shall be observed on the preceding Friday

•	•	•	rday shall be o		e preceding Fr ng Monday.	riday.		6-1249TT
Mason - Bu	uilding							01/01/2024
JOB DESCI	<b>RIPTION</b> Ma	son - Building					DISTRICT 9	
ENTIRE CO Bronx, Dutch		assau, New Yo	ork, Orange, P	utnam, Queen	s, Richmond,	Rockland, Suff	olk, Sullivan, Uls	ster, Westchester
WAGES								
Per Hour:				07/01/2023		7/03/2023		
Marble Cutter	rs & Setters			\$ 62.82		\$ 63.12		
SUPPLEME Per Hour:	NTAL BENE	FITS						
Journeywork	er			\$ 39.03		\$ 39.34		
OVERTIME See (B, E, Q,	PAY , V) on OVER	ΓIME PAGE						
<b>HOLIDAY</b> Paid: Overtime:		See (1) on H See (5, 6, 8,	OLIDAY PAGE 11, 15, 16, 25)	≣ ) on HOLIDAY	PAGE			
REGISTERI Wage Per Ho 07/01/2023	ED APPREN our:	TICES						
	ns at the follow	ving wage						
1st	2nd	3rd	4th	5th	6th	7th	8th	
0- 3000	3001- 3750	3751- 4500	4501- 5250	5251- 6000	6001- 6750	6751- 7500	7500+	
\$ 26.42	\$ 39.62	\$ 42.91	\$ 46.22	\$ 49.52	\$ 53.38	\$ 59.67	\$ 62.82	

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 25 38	\$ 28 86	\$ 29 74	\$ 30.60	\$ 31 48	\$ 36 44	\$ 38 17	\$ 39.03

### 07/03/2023

Wage Per Hour:

750	nour	terms	at i	ine	TOIIOW	ına	wage.

1st	ms at the folio	3rd	4th	5th	6th	7th	8th
0- 3000	3001- 3750	3751- 4500	4501- 5250	5251- 6000	6001- 6750	6751- 7500	7500+
\$ 26.60	\$ 39.82	\$ 43.13	\$ 46.45	\$ 49.78	\$ 53.64	\$ 59.95	\$ 63.12
Supplementa	al Benefits Pe	r Hour:					
1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 25.54	\$ 29.09	\$ 29.97	\$ 30.84	\$ 31.72	\$ 36.73	\$ 38.48	\$ 39.34

9-7/4

Mason - Building 01/01/2024

#### **ENTIRE COUNTIES**

Dutchess, Sullivan, Ulster

#### **PARTIAL COUNTIES**

Orange: Entire county except the Township of Tuxedo.

WAGES Per hour:

07/01/2023

Bricklayer \$45.00 Cement Mason 45.00 Plasterer/Stone Mason 45.00 Pointer/Caulker 45.00

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 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 \$ 37.39

**OVERTIME PAY** 

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

2nd 6th 7th 8th 1st 3rd 4th 5th 50% 60% 65% 70% 75% 80% 85% 55%

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

7th 8th 1st 2nd 3rd 4th 5th 6th 50% 55% 60% 65% 70% 75% 80% 85%

Apprentices indentured before June 1st, 2011 receive full journeyman benefits

11-5du-b

Mason - Building 01/01/2024

JOB DESCRIPTION Mason - Building DISTRICT 9

**ENTIRE COUNTIES** 

Dutchess, Orange, Putnam, Sullivan, Ulster

**WAGES** 

Per hour:

07/01/2023 12/04/2023 06/03/2024

Building: Additional

Tile, Marble, & Terrazzo

Mechanic/Setter \$ 57.29 \$ 57.72 \$ 0.64

SUPPLEMENTAL BENEFITS

Per Hour:

\$ 23.06\* \$ 23.26\* Journeyworker: + \$7.68 +\$7.69

**OVERTIME PAY**See (B, E, Q) on OVERTIME PAGE Double time rate applies after 10 hours

Paid: Overtime: See (1) on HOLIDAY PAGE See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

### **REGISTERED APPRENTICES**

Wage per hour:

(Counties of Orange & Putnam)

(000000	(Countries of Change of Cartain,								
750 hour term	750 hour terms at the following wage rate:								
1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
1-	751-	1501-	2251-	3001-	3751-	4501-	5251-	6001-	6751-
750	1500	2250	3000	3750	4500	5250	6000	6750	7500
07/01/2023 \$21.70	\$26.66	\$33.75	\$38.69	\$42.25	\$45.70	\$49.29	\$54.23	\$57.09	\$61.25
12/04/2023 \$21.96	\$26.95	\$34.10	\$39.08	\$42.68	\$46.16	\$49.79	\$54.77	\$57.66	\$61.90
Supplemental (Counties of C	•								
1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
07/01/2023 \$12.55* +\$0.73	\$12.55* +\$0.78	\$15.36* +\$0.88	\$15.36* +\$0.88	\$16.36* +\$1.37	\$17.86* +\$1.42	\$18.86* +\$1.83	\$18.86* +\$1.88	\$16.86* +\$6.03	\$22.11* +\$6.61
12/04/2023 \$12.55* +\$0.73	\$12.55* +\$0.78	\$15.36* +\$0.89	\$15.36* +\$0.94	\$16.36* +\$1.38	\$17.86* +\$1.43	\$18.86* +\$1.84	\$18.86* +\$1.89	\$16.86* +\$6.04	\$22.11* +\$6.62
Wages per ho (Counties of D		llivan, Ulster)							
750 hour term	s at the follo	wing wage rate	<b>:</b> :						
1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
1-	751-	1501-	2251-	3001-	3751-	4501-	5251-	6001-	6751-
750	1500	2250	3000	3750	4500	5250	6000	6750	7500
07/01/2023 \$19.83	\$23.92	\$25.89	\$29.98	\$32.74	\$36.32	\$39.61	\$42.71	\$44.31	\$47.73
Supplemental (Counties of D									
1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
07/01/2023 \$12.55* +\$0.65	\$12.55* +\$0.69	\$14.66* +\$0.74	\$14.66* +\$0.78	\$15.60* +\$1.15	\$16.16* +\$1.19	\$16.66* +\$1.53	\$17.66* +\$1.57	\$15.66* +\$6.09	\$20.41* +\$6.18

<sup>\*</sup> This portion of benefits subject to same premium rate as shown for overtime wages.

**DISTRICT** 11

\* This portion of benefits subject to same premium rate as shown for overtime wages.

9-7/52B

Mason - Building 01/01/2024

JOB DESCRIPTION Mason - Building DISTRICT 9

**ENTIRE COUNTIES** 

Dutchess, Orange, Putnam, Sullivan, Ulster

WAGES

Per hour: 07/01/2023 12/04/2023 06/03/2024

Building Additional

Tile, Marble, &

Terrazzo Finisher \$ 47.06 \$ 47.51 \$ 0.54

SUPPLEMENTAL BENEFITS

Journeyworker:

Per Hour \$ 20.16\* \$ 20.26\*

+ \$7.55 + \$7.55

\*This portion of benefits subject to same premium rate as shown for overtime wages

**OVERTIME PAY** 

See (A, \*E, Q) on OVERTIME PAGE

Double time rate applies after 10 hours on Saturdays.

**HOLIDAY** 

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

9-7/88B-tf

# Mason - Heavy&Highway

01/01/2024

JOB DESCRIPTION Mason - Heavy&Highway

OB BEGORII TION Mason Ticavyariigiiwa

**ENTIRE COUNTIES**Dutchess, Sullivan, Ulster

**PARTIAL COUNTIES** 

Orange: Entire county except the Township of Tuxedo.

WAGES Per hour:

07/01/2023

 Bricklayer
 \$ 45.50

 Cement Mason
 45.50

 Marble/Stone Mason
 45.50

 Plasterer
 45.50

 Pointer/Caulker
 45.50

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 \$37.39

**OVERTIME PAY** 

 $\begin{array}{ll} \text{Cement Mason} & \text{See (B, E, Q, W)} \\ \text{All Others} & \text{See (B, E, Q)} \end{array}$ 

**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

11-5du-H/H

### **Operating Engineer - Building**

01/01/2024

### 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) 07/01/2023

**Building Construction:** 

Party Chief \$ 77.39 Instrument Man 61.25 Rodman 41.39

Steel Erection:

Party Chief 80.16 Instrument Man 63.60

Rodman 44.23

Heavy Construction-NYC counties only:

(Foundation, Excavation.)

Party Chief 85.74
Instrument man 64.40
Rodman 54.90

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2023

Building Construction \$ 28.04\* +\$ 7.65

Steel Erection 28.64\* +\$ 7.65

Heavy Construction 28.85\* +\$ 7.64

\* This portion subject to same premium as wages

Non-Worked Holiday Supplemental Benefit:

21.19

#### **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**

01/01/2024

### 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)

(po. 11041)	07/01/2023	03/04/2024
GROUP I		
Cranes- up to 49 tons	\$ 66.23	\$ 67.43
Cranes- 50 tons to 99 tons	68.53	69.77
Cranes- 100 tons and over	78.21	79.64
GROUP I-A	58.01	59.04
GROUP I-B	53.48	54.41
GROUP II	55.98	56.97
GROUP III-A	53.94	54.88
GROUP III-B	51.35	52.25
GROUP IV-A	53.40	54.33
GROUP IV-B	45.17	45.94
GROUP V	48.69	49.53
Group VI-A	56.96	57.96
GROUP VI-B		
Utility Man	46.21	47.00
Warehouse Man	48.52	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 \$ 31.57 \$ 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 - Building

01/01/2024

**DISTRICT** 1

### JOB DESCRIPTION Operating Engineer - Building

### **ENTIRE COUNTIES**

Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

#### **PARTIAL COUNTIES**

Dutchess: Defined as north of the northern boundary line of City of Poughkeepsie then due east to Route 115 to Bedell Road then east along Bedell Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 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 Connecticut.

#### WAGES

CLASS A1\*: Cranes, tower cranes, hydraulic cranes, locomotive crane, piledriver, cableway, derricks, whirlies, dragline, boom trucks (over 5 tons).

### CLASS A:

Shovel, Excavators 18,001 lbs. and above(including rubber tire full swing), Gradalls, power road grader, all CMI equipment, front-end rubber tire loader, tractor-mounted drill (quarry master), mucking machine, concrete central mix plant, concrete pump, belcrete system, automated asphalt concrete plant, and tractor road paver, boom trucks 5 tons and under, maintenance engineer, self-contained crawler drill-hydraulic rock drill.

### CLASS B:

Excavators 18,000 lbs. and under, Backhoes (rubber tired backhoe/loader combination), bulldozer, pushcat, tractor, traxcavator, scraper, LeTourneau grader, form fine grader, self-propelled soil compactor (fill roller), asphalt roller, blacktop spreader, power brooms, sweepers, trenching machine, Barber Green loader, side booms, hydro hammer, concrete spreader, concrete finishing machine, one drum hoist, power hoisting (single drum), hoist two drum or more, three drum engine, power hoisting (two drum and over), two drum and swinging engine, three drum swinging engine, hod hoist, A-L frame winches, core and well drillers (one drum), post hole digger, model CHB Vibro-Tamp or similar machine, batch bin and plant operator, dinky locomotive, skid steer loader, track excavator 5/8 cubic yard or smaller, front end rubber tired loader under four cubic yards, vacum machine (mounted or towed).

#### CLASS C:

Fork lift, high lift, all terrain fork lift: or similar, oiler, fireman and heavy-duty greaser, boilers and steam generators, pump, vibrator, motor mixer, air compressor, dust collector, welding machine, well point, mechanical heater, generators, temporary light plants, electric submersible pumps 4" and over, murphy type diesel generator, conveyor, elevators, concrete mixer, beltcrete power pack (belcrete system), seeding, and mulching machines, pumps, rotating telehandler (that does not require NYS crane license).

\*\*\* In the event that equipment listed above is operated by robotic control, the classification covering the operation will be the same as if manually operated.

#### WAGES per hour

	07/01/2023	07/01/2024
Class A1*	\$ 50.93	\$ 53.11
Class A	50.44	52.62
Class B	49.42	51.60
Class C	46.52	48.70

#### (\*) TONNAGE RATING PREMIUMS:

Note: Additional value subject to same premiums as shown for OT

All cranes 1000 tons and over, A1 rate plus \$7.00

All cranes 800-999 tons, A1 rate plus \$6.00

All cranes 600-799 tons, A1 rate plus \$5.00

All cranes 400-599 tons, A1 rate plus \$4.00

All cranes 200-399 tons, A1 rate plus \$3.00

All cranes 111-199 tons, A1 rate plus \$2.25

All cranes 110 tons and under, A1 rate only

Additional \$0.50 per hr on A1 rate for Tower Cranes.

Additional \$2.50 per hr over B rate for Nuclear Leader work.

Additional \$2.50 per hour if work requires Personal Protective Equipment for hazardous waste site activities with a level C or over rating.

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

### SUPPLEMENTAL BENEFITS

Per hour

07/01/2023 07/01/2024

Journeyman \$ 31.30 \$32.40

**OVERTIME PAY** 

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY** 

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: All hours worked on designated holidays shall be paid a double the hourly rate of pay plus 8 hours of straight time.

NOTE: If a holiday falls on Sunday, it will be celebrated on Monday. If the holiday falls on Saturday, it will be celebrated on Friday.

### **REGISTERED APPRENTICES**

Wages per hour

1000 hours terms at the following percentage of Journeyperson's wage Class B

1st	2nd	3rd	4th
60%	70%	80%	90%

**DISTRICT** 8

Supplemental Benefits per hour worked

07/01/2023 07/01/2024

All terms \$ 26.60 \$27.70

1-158 Alb

### **Operating Engineer - Heavy&Highway**

01/01/2024

### JOB DESCRIPTION Operating Engineer - Heavy&Highway

#### **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:	07/01/2023	03/04/2024
Group I	\$ 67.27	\$ 68.63
Group I-A	59.26	60.42
Group I-B	62.46	63.70
Group II-A	56.74	57.84
Group II-B	58.52	59.67
Group III	55.74	56.81
Group IV	50.63	51.57
Group IV-B	43.43	44.19
Group V		
Engineer All Tower, Climbing and		
Cranes of 100 Tons	76.24	77.82

Hoist Engineer(Steel)	69.01	70.41
Engineer(Pile Driver)	73.61	75.13
Jersey Spreader, Pavement Breaker (Air		
Ram)Post Hole Digger	58.06	59.19

#### SHIFT DIFFERENTIAL:

A 15% premium on all hours paid, including overtime hours for 2nd, 3rd shifts on all government mandated off-shift work

Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional \$2.00 per hour over the rate listed in the Wage Schedule. Engineers operating cranes with booms 149 feet or over in length will be paid an additional \$3.00 per hour over the rate listed in the Wage Schedule. Loader and Excavator Operators: over 5 cubic yards capacity \$0.50 per hour over the rate listed in the Wage Schedule. Shovel Operators: over 4 cubic yards capacity \$1.00 per hour over the rate listed in the Wage Schedule.

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

### **SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker: \$ 33.75 up \$ 34.85 up to 40 Hours to 40 hours

#### **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

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	\$ 29.63	\$ 30.21
2nd term	35.56	36.25
3rd term	41.48	42.30
4th term	47.41	48.34
Supplemental Benefits per hour:		

25.70 26.85

8-137HH

### **Operating Engineer - Heavy&Highway**

01/01/2024

**DISTRICT** 1

## JOB DESCRIPTION Operating Engineer - Heavy&Highway

#### **ENTIRE COUNTIES**

Albany, Broome, Chenango, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Tioga, Warren, Washington

#### **PARTIAL COUNTIES**

Dutchess: Defined as north of the northern boundary line of City of Poughkeepsie then due east to Route 115 to Bedell Road then east along Bedell Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 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 Connecticut.

#### **WAGES**

<sup>\*</sup>This amount is subject to premium

<sup>\*</sup> For Holiday codes 8,15,25,26 code R applies

<sup>\*\*</sup> For Holiday Codes 5 & 6 code U applies

#### CLASSIFICATION A1\*: All Cranes

#### CLASSIFICATION A:

Asphalt Curb Machine (Self Propelled, Slipform), Asphalt Paver, Automated Concrete Spreader (CMI Type), Automatic Fine Grader, Backhoe (Except Tractor Mounted, Rubber Tired), Backhoe Excavator Full Swing (CAT 212 or similar type), Back Filling Machine, Belt Placer (CMI Type), Blacktop Plant (Automated), Blacktop Roller, Boom truck, GPS operated Bull Dozer, Cableway, Caisson Auger, Central Mix Concrete Plant (Automated), Concrete Curb Machine (Self Propelled, Slipform), Concrete Pump, Crane, Cherry Picker, Derricks (steel erection), Dragline, Overhead Crane (Gantry or Straddle type), Pile Driver, Truck Crane, Directional Drilling Machine, Dredge, Dual Drum Paver, Excavator (All PurposeHydraulically Operated) (Gradall or Similar), Front End Loader (4 cu. yd. and Over), Head Tower (Sauerman or Equal), Hoist (Two or Three Drum), Holland Loader, Maintenance Engineer, Mine Hoist, Mucking Machine or Mole, Pavement Breaker(SP) Wertgen; PB-4 and similar type, Power Grader, Profiler (over 105 H.P.), Quad 9, Quarry Master (or equivalent), Rotating Telehandler, Scraper (Including Challenger Type), Shovel, Side Boom, Slip Form Paver (If a second man is needed, he shall be an Oiler), Tractor Drawn BeltType Loader, Truck or Trailer Mounted Log Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

#### CLASSIFICATION B:

Backhoe (Tractor Mounted, Rubber Tired), Bituminous Recycler Machine, Bituminous Spreader and Mixer, Blacktop Plant (NonAutomated), Blast or Rotary Drill (Truck or Tractor Mounted), Brokk, Boring Machine, Cage Hoist, Central Mix Plant [(NonAutomated) and All Concrete Batching Plants], Concrete Paver (Over 16S), Crawler Drill (Self-contained), Crusher, Diesel Power Unit, Drill Rigs, Tractor Mounted, Front End Loader (Under 4 cu. yd.), Greaseman/Lubrication Engineer, HiPressure Boiler (15 lbs. and over), Hoist (One Drum), Hydro-Axe, Kolman Plant Loader and Similar Type Loaders (If Employer requires another man to clean the screen or to maintain the equipment, he shall be an Oiler), L.C.M. Work Boat Operator, Locomotive, Material handling knuckle boom, Mini Excavator (under 18,000 lbs.), Mixer (for stabilized base self-propelled), Monorail Machine, Plant Engineer, Prentice Loader, Profiler (105 H.P. and under), Pug Mill, Pump Crete, Ready Mix Concrete Plant, Refrigeration Equipment (for soil stabilization), Road Widener, Roller (all above subgrade), Sea Mule, Self-contained Rideon Rock Drill(Excluding Air-Track Type Drill), Skidder, Tractor with Dozer and/or Pusher, Trencher, Tugger Hoist, Vacum machine (mounted or towed), Vermeer saw (ride on, any size or type), Welder, Winch, Winch Cat

#### CLASSIFICATION C:

A Frame Winch Hoist on Truck, Articulated Heavy Hauler, Aggregate Plant, Asphalt or Concrete Grooving Machine (ride on), Ballast Regulator(Ride-on), Boiler (used in conjunction with production), Bituminous Heater (self-propelled), Boat (powered), Cement and Bin Operator, Concrete Pavement Spreader and Finisher Concrete Paver or Mixer (16' and under), Concrete Saw (self-propelled), Conveyor, Deck Hand, Directional Drill Machine Locator, Drill (Core and Well), Farm Tractor with accessories, Fine Grade Machine, Fireman, Fork Lift, Form Tamper, Grout Pump, Gunite Machine, Hammers (Hydraulic self-propelled), Hydra-Spiker (ride-on), Hydraulic Pump (jacking system), Hydro-Blaster (Water), Mulching Machine, Oiler, Parapet Concrete or Pavement Grinder, Post Hole Digger and Post Driver, Power Broom (towed), Power Heaterman, Power Sweeper, Revinius Widener, Roller (Grade and Fill), Scarifier (ride-on), Shell Winder, Skid steer loader (Bobcat or similar; including all attachments), Span-Saw (ride-on), Steam Cleaner, Tamper (ride-on), Tie Extractor (ride-on), Tie Handler (ride-on), Tie Inserter (ride-on), Tie Spacer (ride-on), Tire Repair, Track Liner (ride-on), Tractor, Tractor (with towed accessories), Vibratory Compactor, Vibro Tamp, Well Point, and the following hands-off equipment: Compressors, Dust Collectors, Generators, Pumps, Welding Machines, Light Plants and Heaters

- Note for all above classifications of Operating Engineer - In the event that equipment listed above is operated by robotic control, the classification covering the operation will be the same as if manually operated.

### WAGES per hour

07/01/2023	07/01/2024
\$55.63	57.90
52.63	54.90
51.72	53.99
49.15	51.42
	52.63 51.72

### (\*) TONNAGE RATING PREMIUMS:

Cranes over 1000 tons, A1 rate plus \$7.00

Cranes from 800-999 tons, A1 rate plus \$6.00

Cranes from 600-799 tons, A1 rate plus \$5.00

Cranes from 400-599 tons, A1 rate plus \$4.00

Cranes from 200-399 tons, A1 rate plus \$3.00

Cranes from 111-199 tons, A1 rate plus \$2.00

Cranes from 65-110 tons, A1 rate plus \$1.50

Cranes from 0-64 Tons, A1 rate only

NOTE: Additional value subject to same premiums as shown for OT

- -- Tower Cranes, A1 rate plus \$3.00
- -- Cranes in Luffer Configuration, A1 rate plus \$5.00
- -- Cranes with external ballast (tray or wagon), A1 rate plus \$5.00

NOTE: Additional value subject to same premiums as shown for OT

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Additional \$2.50 per hour for All Employees who work a single irregular work shift, of at least 5 consecutive days, starting from 5:00 PM to 1:00 AM that is mandated by the Contracting Agency.

Additional \$2.50 per hr. for hazardous waste removal work on State and/or Federally designated waste site which require employees to wear Level C or above forms of personal protection.

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

#### SUPPLEMENTAL BENEFITS

Per hour

07/01/2023 07/01/2024

Journeyperson \$ 31.50 \$ 32.60

**OVERTIME PAY** 

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY** 

Paid: See (5, 6) on HOLIDAY PAGE Overtime: See (5, 6) on HOLIDAY PAGE

Note: If the holiday falls on Sunday, it will be observed on Monday. If the observed Monday Holiday is worked, pay shall be double time plus Holiday pay for time worked. If the Holiday falls on a Saturday and is worked pay shall be double time plus Holiday pay for time worked. If the Holiday falls on a Saturday employer can choose to observe the paid holiday Saturday or give Friday off with holiday pay.

#### REGISTERED APPRENTICES

Wages per hour

1000 hours terms at the following percentage of Journeyperson's wage Class B

1st 2nd 3rd 4th 60% 70% 80% 90%

Supplemental Benefits per hour worked

07/01/2023 07/01/2024

All Terms \$ 26.25 \$27.10

1-158H/H Alb

#### Operating Engineer - Heavy&Highway

01/01/2024

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: 07/01/2023

Party Chief \$81.72 Instrument Man 61.43 Rodman 52.40

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2023

All Categories

Straight Time: \$ 25.25\* + \$7.64

Premium:

Time & 1/2 \$ 37.88\* + \$7.64

Double Time \$ 50.50\* + \$7.64

Non-Worked Holiday Supplemental Benefits:

\$21.19

#### **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

01/01/2024

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)

	07/01/2023	03/04/2024
GROUP I	\$ 67.27	\$ 68.63
GROUP I-A	59.26	60.42
GROUP I-B	62.46	63.70
GROUP II-A	56.74	57.84

GROUP II-B GROUP III	58.52 55.74	59.67 56.81
GROUP IV-A GROUP IV-B	50.63 43.43	51.57 44.19
GROUP V-A		
Engineer-Cranes	76.24	77.82
Engineer-Pile Driver	73.61	75.13
Hoist Engineer Jersey Spreader/Post	69.01	70.41
Hole Digger	58.06	59.19

#### SHIFT DIFFERENTIAL:

A 15% premium on all hours paid, including overtime hours for 2nd, 3rd shifts on all government mandated off-shift work

An additional 20% to wage when required to wear protective equipment on hazardous/toxic waste projects. Operators required to use two buckets pouring concrete on other than road pavement shall receive \$0.50 per hour over scale. Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional \$2.00 per hour. Engineers operating cranes with booms 149 feet or over in length will be paid an additional \$3.00 per hour. Operators of shovels with a capacity over (4) cubic yards shall be paid an additional \$1.00 per hour. Operators of loaders with a capacity over (5) cubic yards shall be paid an additional \$0.50 per hour.

#### SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker:

\$ 33.75 up to	\$ 34.85 up to
40 hours	40 hours
After 40 hours	After 40 hours
\$24.50 plus	\$25.55 plus
\$1.25 on all	\$1.25 on all
hours worked	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

# **REGISTERED APPRENTICES**

(1)year terms at the following rates:

1st term	\$ 29.63	\$ 30.21
2nd term	35.56	36.25
3rd term	41.48	42.30
4th term	47.41	48.34

Supplemental Benefits per hour:

All terms \$ 25.70 \$ 26.85

8-137Tun

### **Operating Engineer - Marine Dredging**

01/01/2024

**DISTRICT** 4

### JOB DESCRIPTION Operating Engineer - Marine Dredging

#### **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: 07/01/2023 10/01/2023

CLASS A1 \$43.94 \$45.26

Deck Captain, Leverman Mechanical Dredge Operator

<sup>\*</sup> 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.

Licensed	Tug	Operator	1000HP	or more.
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CLASS A2 39.16 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 38.00 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 35.77 36.84

Certified Welder

CLASS C1 34.79 35.83

Drag Barge Operator, Steward, Mate, Assistant Fill Placer

CLASS C2 33.67 34.68

**Boat Operator** 

CLASS D 27.97 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 \$ 11.85 plus 6% \$ 12.00 plus 6%

of straight time of straight time wage, Overtime hours wage, Overtime hours

add \$ 0.63 add \$ 0.63

All Class C \$ 11.60 plus 6% \$ 11.75 plus 6% of straight time of straight time

wage, Overtime hours wage, Overtime hours

add \$ 0.50 add \$ 0.50

All Class D \$ 11.35 plus 6% \$ 11.60 plus 6% of straight time of straight time

wage, Overtime hours wage, Overtime hours

add \$ 0.38 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

**DISTRICT** 12

**Operating Engineer - Survey Crew** 

01/01/2024

JOB DESCRIPTION Operating Engineer - Survey Crew

**ENTIRE COUNTIES** 

Prevailing Wage Rates for 07/01/2023 - 06/30/2024 Last Published on Jan 01 2024

Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

#### **PARTIAL COUNTIES**

Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.

Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

# WAGES

These rates apply to Building, Tunnel and Heavy Highway.

Per hour:

SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.

Instrument Person - One who operates the surveying instruments.

Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2023

Party Chief \$48.97 Instrument Person 44.99 Rod Person 33.37

Additional \$3.00/hr. for Tunnel Work Additional \$2.50/hr. for Hazardous Work Site

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 28.90

**OVERTIME PAY** 

See (B, E, P, \*X) on OVERTIME PAGE

\*Note: \$24.60/Hr. Only for "ALL" premium hours paid when worked.

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE Overtime: See (5, 6) on HOLIDAY PAGE

### **REGISTERED APPRENTICES**

WAGES: 1000 hour terms based on the Percentage of Rod Persons Wage:

07/01/2023

0-1000 60% 1001-2000 70% 2001-3000 80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000 \$ 20.68 / PHP \$17.53 1001-2000 23.70 / " 19.95 2001-3000 26.73 / " 22.43

NOTE: PHP is premium hours paid when worked.

12-158-545 D.H.H.

### **Operating Engineer - Survey Crew - Consulting Engineer**

01/01/2024

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer

**DISTRICT** 12

#### **ENTIRE COUNTIES**

Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

### **PARTIAL COUNTIES**

Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.

Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of

Batavia.

### **WAGES**

These rates apply to feasibility and preliminary design surveying, line and grade surveying for inspection or supervision of construction when performed under a Consulting Engineer Agreement.

Per hour:

SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.

Instrument Person - One who operates the surveying instruments.

Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2023

Party Chief \$48.97 Instrument Person 44.99 Rod Person 33.37

Additional \$3.00/hr. for Tunnel Work.

Additional \$2.50/hr. for EPA or DEC certified toxic or hazardous waste work.

### **SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman \$28.90

**OVERTIME PAY** 

See (B, E, Q, \*X) on OVERTIME PAGE

\*Note: \$24.10/Hr. Only for "ALL" premium hours paid when worked.

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES: 1000 hour terms based on percentage of Rod Persons Wage:

07/01/2023

0-1000 60% 1001-2000 70% 2001-3000 80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000 \$ 20.68 / PHP \$17.53 1001-2000 \$ 23.70 / " 19.95 2001-3000 \$ 26.73 / " 22.43

NOTE: PHP is premium hours paid when worked.

12-158-545 DCE

01/01/2024

### **Operating Engineer - Survey Crew - Consulting Engineer**

**DISTRICT** 9

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer

**ENTIRE COUNTIES** 

Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, Westchester

**PARTIAL COUNTIES** 

Dutchess: That part in Duchess 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: 07/01/2023

Survey Classifications

Party Chief \$ 47.15 Instrument Man 39.30 Rodman 34.35

### **SUPPLEMENTAL BENEFITS**

Per Hour:

All Crew Members: \$ 23.15

**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

### **Operating Engineer - Tunnel**

01/01/2024

### JOB DESCRIPTION Operating Engineer - Tunnel

### **DISTRICT** 7

#### ENTIRE COUNTIES

Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

#### PARTIAL COUNTIES

Dutchess: Northern part of Dutchess, to the northern boundary line of the City of Poughkeepie, then due east to Route 115 to Bedell Road, then east along Bedell Road to VanWagner Road, then north along VanWagner Road to Bower Road, then east along Bower Road to Rte. 44 east to Rte. 343, then along Rte. 343 east to the northern boundary of the Town of Dover Plains and east along the northern boundary of the Town of Dover Plains, to the borderline of the State of Connecticut.

Genesee: Only that portion of the county that lies east of a line drawn down the center of Route 98 and the entirety of the City of Batavia.

#### WAGES

CLASS A: Automatic Concrete Spreader (CMI Type); Automatic Fine Grader; Backhoe (except tractor mounted, rubber tired); Belt Placer (CMI Type); Blacktop Plant (automated); Cableway; Caisson Auger; Central Mix Concrete Plant (automated); Concrete Curb Machine (self-propelled slipform); Concrete Pump (8" or over); Dredge; Dual Drum Paver; Excavator; Front End Loader (4 cu. yd & over); Gradall; Head Tower (Sauerman or Equal); Hoist (shaft); Hoist (two or three Drum); Log Chipper/Loader (self-feeder); Maintenance Engineer (shaft and tunnel); any Mechanical Shaft Drill; Mine Hoist; Mining Machine(Mole and similar types); Mucking Machine or Mole; Overhead Crane (Gantry or Straddle Type); Pile Driver; Power Grader; Remote Controlled Mole or Tunnel Machine; Scraper; Shovel; Side Boom; Slip Form Paver (If a second man is needed, they shall be an Oiler); Tripper/Maintenance Engineer (shaft & tunnel); Tractor Drawn Belt-Type Loader; Tug Operator (manned rented equipment excluded); Tunnel Shovel.

CLASS B: Automated Central Mix Concrete Plant; Backhoe (topside); Backhoe (track mounted, rubber tired); Backhoe (topside); Bituminous Spreader and Mixer, Blacktop Plant (non-automated); Blast or Rotary Drill (truck or tractor mounted); Boring Machine; Cage Hoist; Central Mix Plant(non-automated); all Concrete Batching Plants; Compressors (4 or less exceeding 2,000 c.f.m. combined capacity); Concrete Pump; Crusher; Diesel Power Unit; Drill Rigs (tractor mounted); Front End Loader (under 4 cu. yd.); Grayco Epoxy Machine; Hoist (One Drum); Hoist (2 or 3 drum topside); Knuckle Boom material handler; Kolman Plant Loader & similar type Loaders (if employer requires another person to clean the screen or to maintain the equipment, they shall be an Oiler); L.C.M. Work Boat Operator; Locomotive; Maintenance Engineer (topside); Maintenance Grease Man; Mixer (for stabilized base-self-propelled); Monorail Machine; Plant Engineer; Personnel Hoist; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above sub-grade); Sea Mule; Shotcrete Machine; Shovel (topside); Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Tunnel Locomotive; Vacuum Machine (mounted or towed); Welder; Winch; Winch Cat.

CLASS C: A Frame Truck; All Terrain Telescoping Material Handler; Ballast Regulator (ride-on); Compressors (4 not to exceed 2,000 c.f.m. combined capacity; or 3 or less with more than 1200 c.f.m. but not to exceed 2,000 c.f.m.); Compressors ((any size, but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (4 or any type combination)); Concrete Pavement Spreaders and Finishers; Conveyor; Drill (core); Drill (well); Electric Pump used in conjunction with Well Point System; Farm Tractor with Accessories; Fine Grade Machine; Fork Lift; Grout Pump (over 5 cu. ft.); Gunite Machine; Hammers (hydraulic-self-propelled); Hydra-Spiker (ride-on); Hydra-Blaster (water); Hydro-Blaster; Motorized Form Carrier; Post Hole Digger and Post Driver; Power Sweeper; Roller grade & fill); Scarifer (ride-on); Span-Saw (ride-on); Submersible Electric Pump (when used in lieu of well points); Tamper (ride-on); Tie-Extractor (ride-on), Tie Handler (ride-on), Tie Inserter (ride-on), Tie Spacer (ride-on); Track Liner (ride-on); Tractor with towed accessories; Vibratory Compactor; Vibro Tamp, Well Point.

CLASS D: Aggregate Plant; Cement & Bin Operator; Compressors (3 or less not to exceed 1,200 c.f.m. combined capacity); Compressors ((any size, but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (3 or less or any type or combination)); Concrete Saw (self-propelled); Form Tamper; Greaseman; Hydraulic Pump (jacking system); Junior Engineer; Light Plants; Mulching Machine; Oiler; Parapet Concrete or Pavement Grinder; Power Broom (towed); Power Heaterman (when used for production); Revinius Widener; Shell Winder; Steam Cleaner; Tractor.

Per hour:	07/01/2023	07/01/2024	07/01/2025
CLASS A	\$ 53.52	\$ 55.91	\$ 58.44
CLASS B	52.30	54.69	57.22
CLASS C	49.51	51.90	54.43
CLASS D	46.50	48.89	51.42

Additional \$5.00 per hour for Hazardous Waste Work on a state or federally designated hazardous waste site where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection. Fringe benefits will be paid at the hourly wage premium.

#### **CRANES:**

Crane 1: All cranes, including self-erecting.

Crane 2: All Lattice Boom Cranes and all cranes with a manufacturer's rating of fifty (50) ton and over.

Crane 3: All hydraulic cranes and derricks with a manufacturer's rating of forty nine (49) ton and below, including boom trucks.

Crane 1	\$ 57.52	\$ 59.91	\$ 62.44
Crane 2	56.52	58.91	61.44
Crane 3	55.52	57.91	60.44

#### SUPPLEMENTAL BENEFITS

Per hour:

\$ 24.20 \$ 25.05 \$ 25.90 + 9.60\* + 9.85\* + 10.10\*

#### **OVERTIME PAY**

See (B, B2, E, Q, X) on OVERTIME PAGE

#### **HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE Overtime: See (5, 6) on HOLIDAY PAGE If a holiday falls on Sunday, it shall be observed on Monday.

### **REGISTERED APPRENTICES**

WAGES:(1000) hours terms at the following percentage of Journeyman's Class B wage.

 1st term
 60%

 2nd term
 65%

 3rd term
 70%

 4th term
 75%

SUPPLEMENTAL BENEFITS per hour: Same as Journeyman.

7-158-832TL.

Painter 01/01/2024

07/01/2024

# JOB DESCRIPTION Painter DISTRICT 1

### **ENTIRE COUNTIES**

Columbia, Dutchess, Greene, Orange, Sullivan, Ulster

### **WAGES**

Per hour

		Additional
Brush/Paper Hanger	\$ 37.97	+ \$1.93*
Dry Wall Finisher	37.97	+ \$1.93*
Lead Abatement	37.97	+ \$1.93*
Sandblaster-Painter	37.97	+ \$1.93*
Spray Rate	38.97	+ \$1.93*

07/01/2023

(\*) To be allocated at later date.

See Bridge Painting rates for the following work:

Structural Steel, all work performed on tanks, ALL BRIDGES, towers, smoke stacks, flag poles. Rate shall apply to all of said areas from the ground up.

#### SUPPLEMENTAL BENEFITS

Per hour

Journeyperson \$ 26.28

**OVERTIME PAY** 

See (B, E, E2, Q) on OVERTIME PAGE

**HOLIDAY** 

Paid: See (1) on HOLIDAY PAGE Overtime: See (5, 6) on HOLIDAY PAGE

### **REGISTERED APPRENTICES**

Wages per hour

<sup>\*</sup> This portion of benefits subject to same premium rate as shown for overtime wages.

Six (6) month terms at the following percentage of Journeyperson's wage

 1st
 2nd
 3rd
 4th
 5th
 6th

 50%
 55%
 65%
 75%
 85%
 95%

Supplemental Benefits per hour worked

1st term \$ 11.14 All others \$ 26.28

1-155

### Painter - Bridge & Structural Steel

01/01/2024

#### 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: 07/01/2023 10/01/2023 \$ 54.50 \$ 56.00 + 10.10\* + 10.35\*

ADDITIONAL \$6.50 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.

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:

### **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	\$ 21.80	\$ 22.40
	+ 4.04	+ 4.14
2nd year	\$ 32.70	\$ 33.60
	+ 6.06	+ 6.21

<sup>\*</sup> For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

<sup>\*</sup> For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

**DISTRICT** 8

3rd year	\$ 43.60 + 8.08	\$ 44.80 + 8.28
Supplemental Benefits - Per hour:		
1st year	\$ .90 + 12.34	\$ 1.16 + 12.62
2nd year	\$ 7.07 + 18.51	\$ 7.46 + 18.93
3rd year	\$ 9.42 + 24.68	\$ 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 01/01/2024

# JOB DESCRIPTION Painter - Line Striping

# 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):	07/01/2023	01/01/2024	07/01/2024
Striping-Machine Operator*	\$ 31.53	\$ 31.53	\$ 34.12
Linerman Thermoplastic	38.34	38.34	41.12

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.

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office

# **SUPPLEMENTAL BENEFITS**

D	la a	:
₽er	hour	paid:

Journeyworker:

Striping Machine Operator:	\$ 10.03	\$ 22.24	\$ 23.65
Linerman Thermoplastic:	10.03	22.24	23.65

# **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:

1st Term:	\$ 15.00	\$ 15.00	\$ 15.00
2nd Term:	18.92	18.92	20.47
3rd Term:	25.22	25.22	27.30
Supplemental Benefits per hour:			
1st term:	\$ 9.16	\$ 22.24	\$ 23.65
2nd Term:	10.03	22.24	23.65
3rd Term:	10.03	22.24	23.65

8-1456-LS

Painter - Metal Polisher 01/01/2024

# 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**

 07/01/2023

 Metal Polisher
 \$ 38.18

 Metal Polisher\*
 39.28

 Metal Polisher\*\*
 42.18

#### SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2023

Journeyworker:

All classification \$ 12.34

**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:

	07/01/2023
1st year	\$ 16.00
2nd year	17.00
3rd year	18.00
1st year*	\$ 16.39
2nd year*	17.44
3rd year*	18.54
1st year**	\$ 18.50
2nd year**	19.50
3rd year**	20.50

<sup>\*</sup>Note: Applies on New Construction & complete renovation

Supplemental benefits:

Per hour:

 1st year
 \$ 8.69

 2nd year
 8.69

 3rd year
 8.69

8-8A/28A-MP

Plumber 01/01/2024

# JOB DESCRIPTION Plumber

**DISTRICT** 8

**ENTIRE COUNTIES** 

Dutchess

# **PARTIAL COUNTIES**

Delaware: Only the Townships of Middletown and Roxbury.

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.

<sup>\*</sup>Note: Applies on New Construction & complete renovation

<sup>\*\*</sup> Note: Applies when working on scaffolds over 34 feet.

<sup>\*\*</sup> Note: Applies when working on scaffolds over 34 feet.

Per hour: 07/01/2023

Plumber &

Steamfitter \$ 57.08

#### 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: \$ 42.38

**OVERTIME PAY** 

See (B, E, E2, Q, V) 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 rates:

07/01/2023

 1st year
 \$ 21.80

 2nd year
 30.11

 3rd year
 34.93

 4th year
 41.89

 5th year
 48.24

Supplemental Benefits per hour:

 1st year
 \$ 17.95

 2nd year
 22.96

 3rd year
 26.66

 4th year
 30.82

 5th year
 33.99

8-21.2-SF

# Plumber - HVAC / Service 01/01/2024

#### 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: 07/01/2023

HVAC Service \$ 42.68 + \$ 4.37\*

\*Note: This portion of wage is not subject to overtime premium.

**SUPPLEMENTAL BENEFITS** 

Per hour:

Journeyworker HVAC Service

\$ 28.99

**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

**DISTRICT** 8

#### **REGISTERED APPRENTICES**

**HVAC SERVICE** 

(1)year terms at the following wages:

1st yr.	2nd yr.	3rd yr.	4th yr.	5th yr.
\$ 19.32	\$ 22.91	\$ 28.56	\$ 35.13	\$ 38.15
+\$2.39*	+\$2.70*	+\$3.25*	+\$3.88*	+\$4.12*

\*Note: This portion of wage is not subject to overtime premium.

Supplemental Benefits per hour:

Apprentices 07/01/2023

1st term \$ 20.84

2nd term 22.28

3rd term 23.85

4th term 26.01

5th term 27.55

8-21.1&2-SF/Re/AC

#### **Plumber - Jobbing & Alterations**

01/01/2024

# JOB DESCRIPTION Plumber - Jobbing & Alterations

# **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: 07/01/2023 Journeyworker: \$48.51

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

\$ 34.76

#### **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
 \$ 20.92

 2nd year
 23.24

 3rd year
 25.29

 4th year
 35.48

 5th year
 37.49

Supplemental Benefits per hour:

1st year \$ 11.45

2nd year	13.46
3rd year	17.51
4th year	23.67
5th year	25.68

8-21.3-J&A

Roofer 01/01/2024

JOB DESCRIPTION Roofer

**DISTRICT** 9

**ENTIRE COUNTIES** 

Bronx, Dutchess, Kings, New York, Orange, Putnam, Queens, Richmond, Rockland, Sullivan, Ulster, Westchester

**WAGES** 

 Per Hour:
 07/01/2023
 05/01/2024

 Additional

 Roofer/Waterproofer
 \$ 46.50
 \$2.50

 + \$7.00\*

Note: Abatement/Removal of Asbestos containing roofs and roofing material is classified as Roofer.

# **SUPPLEMENTAL BENEFITS**

Per Hour: \$ 31.37

**OVERTIME PAY** 

See (B, H) on OVERTIME PAGE

Note: An observed holiday that falls on a Sunday will be observed the following Monday.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE Overtime: See (5, 6) on HOLIDAY PAGE

# **REGISTERED APPRENTICES**

(1) year term apprentices indentured prior to 01/01/2023

	1st	2nd	3rd	4th
	\$ 16.28	\$ 23.25	\$ 27.90	\$ 34.88
Supplements:		+ 3.50*	+ 4.20*	+ 5.26*
	1st	2nd	3rd	4th
	\$ 4.03	\$ 15.85	\$ 18.95	\$ 23.61

<sup>\*</sup> This portion is not subjected to overtime premiums.

(1) year term apprentices indentured after 01/01/2023

	1st	2nd	3rd	4th	5th
	\$ 17.67	\$ 20.93	\$ 23.25	\$ 27.90	\$ 34.88
		+ 3.16*	+ 3.50*	+ 4.20*	+ 5.26
Supplements:					
	1st	2nd	3rd	4th	5th
	\$ 7.61	\$ 14.29	\$ 15.85	\$ 18.95	\$ 23.61

<sup>\*</sup> This portion is not subjected to overtime premiums.

9-8R

Sheetmetal Worker 01/01/2024

JOB DESCRIPTION Sheetmetal Worker

**DISTRICT** 8

**ENTIRE COUNTIES** 

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

**WAGES** 

07/01/2023

SheetMetal Worker \$47.00 + 3.60\*

\*This portion is not subject to overtime premiums.

SHIFT WORK

For all NYS D.O.T. and other Governmental mandated off-shift work: 10% increase for additional shifts for a minimum of five (5) days

<sup>\*</sup> This portion is not subjected to overtime premiums.

**DISTRICT** 1

# **SUPPLEMENTAL BENEFITS**

Journeyworker \$ 45.62

**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
\$ 17.50	\$ 19.67	\$ 21.87	\$ 24.05	\$ 26.24	\$ 28.44	\$ 31.10	\$ 33.75
+ 1.44*	+ 1.62*	+ 1.80*	+ 1 98*	+ 2.16*	+ 2.34*	+ 2 52*	+ 2 70*

<sup>\*</sup>This portion is not subject to overtime premiums.

Supplemental Benefits per hour:

Apprentices

1st term \$ 19.53 2nd term 21.99 3rd term 24.42 4th term 26.88 5th term 29.32 6th term 31.75 7th term 33.72 8th term 35.71

8-38

Sprinkler Fitter 01/01/2024

JOB DESCRIPTION Sprinkler Fitter

**ENTIRE COUNTIES** 

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

**WAGES** 

Per hour 07/01/2023

Sprinkler \$50.86

Fitter

SUPPLEMENTAL BENEFITS

Per hour

Journeyperson \$30.19

**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
\$ 24.77	\$ 27.53	\$ 30.03	\$ 32.78	\$ 35.53	\$ 38.29	\$ 41.04	\$ 43.79	\$ 46.54	\$ 49.30
Supplementa	Benefits per	hour							
1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 8.74	\$ 8.74	\$ 20.32	\$ 20.32	\$ 20.57	\$ 20.57	\$ 20.57	\$ 20.57	\$ 20.57	\$ 20.57
Ψ 0.7 1	Ψ 0.7 1	Ψ 20.02	Ψ 20.02	Ψ 20.07	1-669.2				

Teamster - Building / Heavy&Highway

01/01/2024

**DISTRICT** 11

# JOB DESCRIPTION Teamster - Building / Heavy&Highway

#### **ENTIRE COUNTIES**

Dutchess, Orange, Rockland, Sullivan, Ulster

#### **WAGES**

GROUP 1: LeTourneau Tractors, Double Barrel Euclids, Athney Wagons and similar equipment (except when hooked to scrapers), I-Beam and Pole Trailers, Tire Trucks, Tractor and Trailers with 5 axles and over, Articulated Back Dumps and Road Oil Distributors, Articulated Water Trucks and Fuel Trucks/Trailers, positions requiring a HAZMAT CDL endorsement.

GROUP 1A: Drivers on detachable Gooseneck Low Bed Trailers rated over 35 tons.

GROUP 2: All equipment 25 yards and up to and including 30 yard bodies and cable Dump Trailers and Powder and Dynamite Trucks.

GROUP 3: All Equipment up to and including 24-yard bodies, Mixer Trucks, Dump Crete Trucks and similar types of equipment, Fuel Trucks, Batch Trucks and all other Tractor Trailers, Hi-Rail Truck.

GROUP 4: Tri-Axles, Ten Wheelers, Grease Trucks, Tillerman, Pattern Trucks, Attenuator Trucks, Water Trucks, Bus.

GROUP 5: Straight Trucks.

GROUP 6: Pick-up Trucks for hauling materials and parts, and Escort Man over-the-road.

WAGES: (per hour)	07/01/2023				
GROUP 1	\$ 34.58				
GROUP 1A	35.72				
GROUP 2	34.02				
GROUP 3	33.80				
GROUP 4	33.69				
GROUP 5	33.57				
GROUP 6	33.57				

# NOTE ADDITIONAL PREMIUMS:

- On projects requiring an irregular shift a premium of 10% will be paid on wages. The premium will be paid for off-shift or irregular shift work when mandated by Governmental Agency.
- Employees engaged in hazardous/toxic waste removal, on a State or Federally designated hazardous/toxic waste site, where the employee comes in contact with hazardous/toxic waste material and when personal protective equipment is required for respiratory, skin, or eye protection, the employee shall receive an additional 20% premium above the hourly wage.

NOTE - The 'Employer Registration' (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

#### SUPPLEMENTAL BENEFITS

Per hour:

First 40 hours \$ 44.59 Over 40 hours 36.99

#### **OVERTIME PAY**

See (\*B, E, \*\*E2, \*\*\*P, X) on OVERTIME PAGE

- \*Holidays worked Monday through Friday receive Double Time (2x) after 8 hours.
- \*\*Makeup day limited to the employees who were working on the site that week.
- \*\*\*Sunday Holidays are paid at a rate of double time and one half (2.5x) for all hours worked.

# **HOLIDAY**

Paid: See (5, 6, 15, 25) on HOLIDAY PAGE

Overtime: See (\*1) on HOLÍDAY PAGE

- Any employee working two (2) days in any calendar week during which a holiday occurs shall receive a days pay for each holiday occurring during said week. This provision shall also apply if a holiday falls on a Saturday or Sunday.

\*See OVERTIME PAY section for when additional premium is applicable on Holiday hours worked.

11-445B/HH

# Teamster - Delivery - Building / Heavy&Highway

01/01/2024

JOB DESCRIPTION Teamster - Delivery - Building / Heavy&Highway

DISTRICT 11

**ENTIRE COUNTIES** 

Dutchess, Orange, Rockland, Sullivan, Ulster

**WAGES** 

Group 1 Tractor Trailer Drivers

Group 2 Tri- Axle

Wages: 07/01/2023

Group 1 \$ 33.70 Group 2 29.70

Hazardous/Toxic Waste Removal additional 20% when personal protective equipment is required.

#### SUPPLEMENTAL BENEFITS

Per hour paid:

First 40 hours \$ 32.30 Over 40 hours 0.00

**OVERTIME PAY** 

See (B, E, Q, X) on OVERTIME PAGE

**HOLIDAY** 

Paid: See (5, 13, 15, 16, 20, 22, 25, 26) on HOLIDAY PAGE Overtime: See (5, 13, 15, 16, 20, 22, 25, 26) on HOLIDAY PAGE

- Employee must work either the scheduled day of work before or the scheduled day of work after the holiday in the workweek.
- Any employee working one (1) day in the calendar week during which a holiday occurs shall receive a day's pay for each holiday occurring during said week. This provision shall also apply if a holiday falls on a Saturday.
- When any of the recognized holidays occur on Sunday and are celebrated any day before or after the holiday Sunday, such days shall be considered as the holiday and paid for as such.

11-445 B/HH Delivery

Welder 01/01/2024

# 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 07/01/2023

Welder: To be paid the same rate of the mechanic performing the work.\*

\*EXCEPTION: If a specific welder certification is required, then the 'Certified Welder' rate in that trade tag will be paid.

# **OVERTIME PAY**

**HOLIDAY** 

1-As Per Trade

# **Overtime Codes**

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

( AA )	Time and one half of the hourly rate after 7 and one half hours per day
(A)	Time and one half of the hourly rate after 7 hours per day
(B)	Time and one half of the hourly rate after 8 hours per day
(B1)	Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday. Double the hourly rate for all additional hours
(B2)	Time and one half of the hourly rate after 40 hours per week
(C)	Double the hourly rate after 7 hours per day
(C1)	Double the hourly rate after 7 and one half hours per day
(D)	Double the hourly rate after 8 hours per day
(D1)	Double the hourly rate after 9 hours per day
(E)	Time and one half of the hourly rate on Saturday
(E1)	Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
(E2)	Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
(E3)	Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
(E4)	Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
(E5)	Double time after 8 hours on Saturdays
(F)	Time and one half of the hourly rate on Saturday and Sunday
(G)	Time and one half of the hourly rate on Saturday and Holidays
(H)	Time and one half of the hourly rate on Saturday, Sunday, and Holidays
(1)	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.)

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# **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: Contracting Agency Architect or Engineering Firm Public Work District Office Date: (Check Only One) 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) 2. NY State Units (see Item 5). 07 City 01 DOT 08 Local School District 02 OGS 09 Special Local District, i.e., Fire, Sewer, Water District 03 Dormitory Authority 10 Village 04 State University 11 Town Construction Fund 12 County 05 Mental Hygiene Telephone Fax Facilities Corp. 13 Other Non-N.Y. State (Describe) 06 OTHER N.Y. STATE UNIT E-Mail: 3. SEND REPLY TO (check if new or change) 4. SERVICE REQUIRED. Check appropriate box and provide project information. Name and complete address: New Schedule of Wages and Supplements. APPROXIMATE BID DATE: Additional Occupation and/or Redetermination Telephone Fax PRC NUMBER ISSUED PREVIOUSLY FOR OFFICE USE ONLY THIS PROJECT: F-Mail: **B. PROJECT PARTICULARS** Location of Project: 5. Project Title Location on Site Description of Work Route No/Street Address \_\_\_\_\_ Village or City \_\_\_\_\_ Contract Identification Number Town Note: For NYS units, the OSC Contract No. County 7. Nature of Project - Check One: OCCUPATION FOR PROJECT: **Fuel Delivery** 1. New Building Guards, Watchmen Construction (Building, Heavy 2. Addition to Existing Structure Highway/Sewer/Water) Janitors, Porters, Cleaners, 3. Heavy and Highway Construction (New and Repair) **Elevator Operators** Tunnel 4. New Sewer or Waterline Residential Moving furniture and 5. Other New Construction (Explain) equipment Landscape Maintenance 6. Other Reconstruction, Maintenance, Repair or Alteration Elevator maintenance Trash and refuse removal 7. Demolition Window cleaners Exterminators, Fumigators 8. Building Service Contract Other (Describe) Fire Safety Director, NYC Only 9. Does this project comply with the Wicks Law involving separate bidding? YES | | NO |

Signature

10. Name and Title of Requester



# 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.

<u>Debarment Database:</u> 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, <u>or</u> under NYS Workers' Compensation Law Section 141-b, access the database at this link: <a href="https://apps.labor.ny.gov/EDList/searchPage.do">https://apps.labor.ny.gov/EDList/searchPage.do</a>

For inquiries where WCB is listed as the "Agency", please call 1-866-546-9322

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	****4018	ADIRONDACK BUILDING RESTORATION INC.		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	AG	****1812	ADVANCED BUILDERS & LAND DEVELOPMENT, INC.		400 OSER AVE #2300HAUPPAUGE NY 11788	09/11/2019	09/11/2024
DOL	DOL	*****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	NYC		ALL COUNTY SEWER & DRAIN, INC.		7 GREENFIELD DR WARWICK NY 10990	03/25/2022	03/25/2027
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 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	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		ARSHAD MEHMOOD		168-42 88TH AVENUE JAMAICA NY 11432	11/20/2019	11/20/2024
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	NYC		BALWINDER SINGH		421 HUDSON ST SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	DOL		BERNARD BEGLEY		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	NYC	*****2113	BHW CONTRACTING, INC.		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL	****3627	BJB CONSTRUCTION CORP.		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	DOL	****5078	BLACK RIVER TREE REMOVAL, LLC		29807 ANDREWS ROAD BLACK RIVER NY 13032	10/17/2023	10/17/2028
DOL	DOL	****4512	BOB BRUNO EXCAVATING, INC		5 MORNINGSIDE DR AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		BOGDAN MARKOVSKI		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL		BRADLEY J SCHUKA		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	DOL	****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	NYC		CALVIN WALTERS		465 EAST THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL	****4155	CASA BUILDERS, INC.	FRIEDLANDER CONSTRUCTI ON	64 N PUTT CONNERS ROAD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	AG	****7247	CENTURY CONCRETE CORP		2375 RAYNOR ST RONKONKOMA NY 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		CHRISTOPHER PAPASTEFANOU A/K/A CHRIS PAPASTEFANOU		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL		CRAIG JOHANSEN		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL	****3228	CROSS-COUNTY LANDSCAPING AND TREE SERVICE, INC.	ROCKLAND TREE SERVICE	26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL	****7619	DANCO CONSTRUCTION UNLIMITED INC.		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL		DANIEL ROBERT MCNALLY		7 GREENFIELD DRIVE WARWICK NY 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		DAVID FRIEDLANDER		64 NORTH PUTT CORNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	NYC		DAVID WEINER		14 NEW DROP LANE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	DOL		DELPHI PAINTING & DECORATING CO INC		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
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	NYC	****5917	EPOCH ELECTRICAL, INC		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2024
DOL	DOL		EUGENIUSZ "GINO" KUCHAR		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	DOL		FAIGY LOWINGER		11 MOUNTAIN RD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DA		FREDERICK HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	NYC	****6616	G & G MECHANICAL ENTERPRISES, LLC.		1936 HEMPSTEAD TURNPIKE EAST MEDOW NY 11554	11/29/2019	11/29/2024
DOL	DOL	****2998	G.E.M. AMERICAN CONSTRUCTION CORP.		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	DOL		GABRIEL FRASSETTI			04/10/2019	04/10/2024
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	DOL		GIGI SCHNECKENBURGER		261 MILL RD EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DA		GIOVANNA TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DA	*****0213	GORILLA CONTRACTING GROUP, LLC		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
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		IRENE KASELIS		32 PENNINGTON AVE WALDWICK NJ 07463	05/30/2019	05/30/2024
DOL	DOL	*****9211	J. WASE CONSTRUCTION CORP.		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		J.M.J CONSTRUCTION		151 OSTRANDER AVENUE SYRACUSE NY 13205	11/21/2022	11/21/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028

DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	12/12/2022	12/12/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL	****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JAMES J. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
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	NYC		JENNIFER GUERRERO		1936 HEMPSTEAD TURNPIKE EAST MEADOW NY 11554	11/29/2019	11/29/2024
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 GOCEK		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
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		JON E DEYOUNG		261 MILL RD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
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		3469 STATE RT. 69	11/15/2022	11/15/2027

DOL	DOL	****5116	JP RACE PAINTING, INC. T/A RACE PAINTING	3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL	****5116	JP RACE PAINTING, INC. T/A RACE PAINTING	3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	****5116	JP RACE PAINTING, INC. T/A RACE PAINTING	3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		JRN CONSTRUCTION CO, LLC	1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028
DOL	DOL	****1147	JRN CONSTRUCTION, LLC	531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC	531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC	531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		JRN PAVING, LLC	531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JRN PAVING, LLC	531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		JRN PAVING, LLC	531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		JULIUS AND GITA BEHREND	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	NYC		LUBOMIR PETER SVOBODA	27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	NYC		M & L STEEL & ORNAMENTAL IRON CORP.	27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	DOL	****2196	MAINSTREAM SPECIALTIES, INC.	11 OLD TOWN RD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DA		MANUEL P TOBIO	150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO	150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	NYC		MARIA NUBILE	84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DOL		MATTHEW P. KILGORE	4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	DOL	****4829	MILESTONE ENVIRONMENTAL CORPORATION	704 GINESI DRIVE SUITE 29MORGANVILLE NJ	04/10/2019	04/10/2024

DOL	NYC	****9926	MILLENNIUM FIRE PROTECTION, LLC		325 W. 38TH STREET SUITE 204NEW YORK NY 10018	11/14/2019	11/14/2024
DOL	NYC	****0627	MILLENNIUM FIRE SERVICES, LLC		14 NEW DROP LNE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	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
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 JERICHO 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	****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		ROBERT A. VALERINO		3841 LANYARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		ROBERT BRUNO		5 MORNINGSIDE DRIVE AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	07/11/2022	07/11/2027
DOL	DOL		RONALD MESSEN		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL	****7172	RZ & AL INC.		198 RIDGE AVENUE VALLEY STREAM NY 11581	06/06/2022	06/06/2027
DOL	DOL	****1365	S & L PAINTING, INC.		11 MOUNTAIN ROAD P.O BOX 408MONROE NY 10950	03/20/2019	03/20/2024

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	NYC	*****0349	SAM WATERPROOFING INC		168-42 88TH AVENUE APT.1 AJAMAICA NY 11432	11/20/2019	11/20/2024
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	NYC	****6597	SHAIRA CONSTRUCTION CORP.		421 HUDSON STREET SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	DOL		SHULEM LOWINGER		11 MOUNTAIN ROAD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DA		SILVANO TRAVALJA		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 QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	*****6844	STEAM PLANT AND CHX SYSTEMS INC.		14B COMMERCIAL AVENUE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL	*****9933	STEED GENERAL CONTRACTORS, INC.		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	*****9528	STEEL-IT, LLC.		17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		STEFANOS PAPASTEFANOU, JR. A/K/A STEVE PAPASTEFANOU, JR.		256 WEST SADDLE RIVER RD UPPER SADDLE RIVER NJ 07458	05/30/2019	05/30/2024
DOL	DOL	*****3800	SUBURBAN RESTORATION CO. INC.		5-10 BANTA PLACE FAIR LAWN PLACE NJ 07410	03/29/2021	03/29/2026
DOL	DOL	****1060	SUNN ENTERPRISES GROUP, LLC		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL	*****9150	SURGE INC.		8269 21ST STREET BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL		SYED RAZA		198 RIDGE AVENUE NY 11581	06/06/2022	06/06/2027
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		TIMOTHY PERCY		29807 ANDREWS ROAD BLACK RIVER NY 13612	10/17/2023	10/17/2028

DOL	DA	****1050	TRI STATE CONSTRUCTION		50-39 175TH PLACE	03/28/2022	03/28/2027
	D/N	1000	OF NY CORP.		FRESH MEADOWS NY 11365	00/20/2022	00/20/2021
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	NYC	*****3673	WALTERS AND WALTERS, INC.		465 EAST AND THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL	****3296	WESTERN NEW YORK CONTRACTORS, INC.		3841 LAYNARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
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		XENOFON EFTHIMIADIS		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028

# FEDERAL REQUIREMENTS

# Bid #RFB-DCB-04-24 Dutchess County Public Transit Facility Renovation Phase II

- **1.1.** Federally Required Contract Clauses and Certifications DCPT is using federal funds for this purchase which requires the County and the Contractor to adhere to federal rules and regulations. Included in this solicitation are the required and applicable federal clauses and certifications. Bidders must complete and sign all certification forms with their bid submission.
- 1.2. Clarification on FTA's Buy America regulation (49 CFR Part 661):
  - **1.2.1.** All Bidders must submit the appropriate Buy America certification with their bid.
    - **1.2.1.1.** Certificate of Compliance with Buy America Requirements complete the compliance certificate when offering products that meet the Buy America regulations, for products for which FTA has granted a waiver and, products that are subject to a general waiver.
      - **a.** For steel and iron end products to be considered produced in the United States, all manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.
      - **b.** For manufactured products to be considered "manufactured" in the United States, all of the manufacturing processes must take place in the United States, and the components of the product must be of U.S. origin (a component is considered of U.S. origin if it is manufactured in the United States, regardless of the origin of its subcomponents).
      - **c.** Waivers granted by the FTA are posted on the FTA's Buy America page https://www.transit.dot.gov/buyamerica.
        - Note: The Buy America requirements for construction materials do not apply to this project as the FTA obligated the award for this project before November 10, 2022.
      - **d.** General Waivers Pursuant to Appendix A of 49 CFR Part 661.7, general waivers include "...microprocessors, computers, microcomputers, or software, or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device which

- merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data."
- 1.2.1.2. Certificate of Non-Compliance with Buy America Requirements if a Bidder certifies that it cannot comply with the Buy America requirements, the bid must also include an explanation of non-compliance. Dutchess County must request, receive, and retain a waiver from the FTA Chief Counsel's Office before it may award a contract to that Bidder. Buy America waivers are available on one of the following grounds:
  - **a.** public interest applying Buy America requirements would be inconsistent with the public interest,
  - **b.** non-availability the materials produced in the United States are not produced in a sufficient and reasonably available quantity or are not of a satisfactory quality (i.e., non-availability waiver), or
  - c. price including domestic material will increase the cost of the overall project by more than 25 percent.
- **1.2.1.3.** Bids that are submitted without the completed Buy America certification must be rejected as nonresponsive. Bidders are advised that submission of both certifications with the bid is also considered nonresponsive and will result in rejection of the bid; only one certification is permitted to be submitted.
- 1.2.1.4. Errors - Pursuant to 49 CFR Part 661.13, a bidder who has submitted an incomplete Buy America certificate or an incorrect certificate of noncompliance through inadvertent or clerical error (but not including failure to sign the certificate, submission of certificates of both compliance and non-compliance, or failure to submit any certification), may submit to the FTA Chief Counsel within ten (10) days of bid opening of submission or a final offer, a written explanation of the circumstances surrounding the submission of the incomplete or incorrect certification in accordance with 28 U.S.C. 1746, sworn under penalty of perjury, stating that the submission resulted from inadvertent or clerical error. The bidder will also submit evidence of intent, such as information about the origin of the product, invoices, or other working documents. The bidder will simultaneously send a copy of this information to Dutchess County. The FTA Chief Counsel may request additional information from the bidder if necessary.

The contact information for the FTA Chief Counsel is:

Office of the Chief Counsel Federal Transit Administration 1200 New Jersey Avenue, S.E., Room E56-311 Washington, DC 20590 United States

Phone: <u>202-366-4011</u>, Fax: <u>202-366-3200</u> Business Hours: 8:30 a.m.-5 p.m. ET, M-F

If you are deaf, hard of hearing, or have a speech disability, please dial 7-1-1 to access telecommunications relay services.

- 1.2.1.5. Any party may petition the FTA to investigate a successful Bidder's compliance with the Buy America certification. The procedures are set out in 49 CFR Part 661.15. If the FTA determines that the evidence indicates noncompliance, the FTA will require Dutchess County to initiate an investigation. The successful Bidder has the burden of proof to establish compliance with its certification. If the successful Bidder fails to so demonstrate compliance, then the successful Bidder will be required to substitute sufficient domestic materials without revision of the original contract terms. Failure to do so will be a breach of the contract and may lead to the initiation of debarment proceedings under 49 CFR Part 29.
- **1.2.1.6.** Before installation, the successful Bidder must provide proof of compliance by submitting documentation that the steel and iron end products (Section 1.2.1.1.a.) and manufactured products (Section 1.2.1.1.b.) are produced/manufactured in the United States or documentation of the applicable waiver(s). See the "Buy America End Product List" in the next section for project-specific items that must meet Buy America requirements.
- **1.3.** Clarification on DOT's Disadvantaged Business Enterprise (DBE) regulation (49 CFR Part 26):
  - **1.3.1.** A contract goal of 0.1% DBE participation has been established for this procurement,
  - **1.3.2.** Contractors must meet all requirements of this section as a matter of responsibility (prior to contract award).
    - **1.3.2.1.** All Bidders must submit the following forms with their bid:
      - Form 1: Dutchess County Business Certification
      - Form 2: Disadvantaged Business Enterprise (DBE) Utilization

- Form 3: Letter of Intent (complete a separate Letter of Intent for each DBE subcontractor
- **1.3.2.2.** If the contract goal is not met, submit evidence of good faith efforts (see Appendix A to 49 CFR Part 26).
- 1.3.2.3. Administrative reconsideration 26.53(d) - Within 7 days of being informed by Dutchess County that it is not responsible because it has not documented sufficient good faith efforts, a bidder may request administrative reconsideration. Bidder should make this request in writing to the following reconsideration official: Robert Balkind, Commissioner, Department of Public Works, 626 Dutchess Turnpike, Poughkeepsie, New York, 12603. As part of this reconsideration, the bidder will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder will have the opportunity to meet in person with the reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. Dutchess County will send the bidder a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the DOT.
- **1.3.3.** Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)):

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1. Withholding monthly progress payments;
- 2. Assessing sanctions;
- 3. Liquidated damages; and/or
- 4. Disqualifying the contractor from future bidding as non-responsible.
- **1.3.4.** Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment Dutchess County makes to the prime contractor. 49 C.F.R. § 26.29(a).
  - **1.3.4.1.** Monitoring Payments to DBEs Dutchess County will perform onsite visits to assure DBE's are completing the work as stated in the signed contracts. Dutchess County will require prime contractors to

maintain records and documents of payments to DBEs for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of Dutchess County or DOT. This reporting requirement also extends to any certified DBE subcontractor.

Dutchess County will perform interim audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts states in the schedule of DBE participation.

- **1.3.5.** A prime contractor may not terminate a DBE subcontractor for convenience, nor may it terminate a DBE subcontractor and perform work with its own forces without prior written consent from Dutchess County.
- **1.3.6.** Good Faith Efforts when a DBE is replaced on a contract 26.53(f) Dutchess County will require a contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet the contract goal. Dutchess County will require the prime contractor to notify the DBE Liaison Officer immediately of the DBE's inability or unwillingness to perform and provide reasonable documentation.

In this situation, Dutchess County will require the prime contractor to obtain its prior approval of the substitute DBE and to provide copies of new or amended subcontracts, or documentation of good faith efforts. If the contractor fails or refuses to comply in the time specified, Dutchess County will issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, Dutchess County may issue a termination for default proceeding.

1.4. <u>Single RFB Response</u> - If the County receives only one bid in response to this RFB and the bid is acceptable to DCPT, the Bidder may be required to submit a detailed cost analysis. The analysis and subsequent evaluation or audit are necessary to determine if the price is fair and reasonable. For cost analysis, the Bidder must be prepared to provide, upon request, cost summaries of estimated costs (i.e., labor, equipment, supplies, overhead, etc.) and documentation supporting all cost elements. The Bidder has agreed to the analysis or audit by submitting a bid in response to this RFB.

# FEDERALLY REQUIRED CONTRACT CLAUSES AND CERTIFICATIONS

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In the event there are inconsistent clauses within this contract, the clauses based on federal law and/or regulation will take precedence over the clauses that are based on state law and/or regulation and the county's contract clauses.

#### 1. DAVIS BACON ACT AND COPELAND ANTI-KICKBACK ACT

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

# 2. ACCESS TO RECORDS AND REPORTS

- a. <u>Record Retention</u>. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.
- b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. <u>Access to Records</u>. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract in accordance with 2 CFR § 200.337.
- d. <u>Access to the Sites of Performance</u>. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

# 3. AMERICANS WITH DISABILITIES ACT (ADA)

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

# 4. CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to Dutchess County (through the contractor in the case of a subcontractor's bill-of-lading.); and
- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

# 5. CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

- 1. **Federal Equal Employment Opportunity (EEO) Requirements.** These include, but are not limited to:
  - a. <u>Nondiscrimination in Federal Public Transportation Programs</u>. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.
  - b. <u>Prohibition against Employment Discrimination</u>. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.
- 2. **Nondiscrimination on the Basis of Sex.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.
- 3. **Nondiscrimination on the Basis of Age.** The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.
- 4. **Federal Protections for Individuals with Disabilities.** The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations

issued by other Federal agencies.

# **Civil Rights and Equal Opportunity**

Dutchess County is an Equal Opportunity Employer. As such, Dutchess County agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, Dutchess County agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

- 1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- 3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.
- 4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- 5. **Promoting Free Speech and Religious Liberty.** The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

#### 6. CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

# 7. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

It is the policy of Dutchess County and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

- a. The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
  - 1. Withholding monthly progress payments;
  - 2. Assessing sanctions;
  - 3. Liquidated damages; and/or
  - 4. Disqualifying the contractor from future bidding as non-responsible.

Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

b. Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment Dutchess County makes to the prime contractor. 49 C.F.R. § 26.29(a).

# **Monitoring Payments to DBEs**

Dutchess County will perform on-site visits to assure DBE's are completing the work as stated in the signed contracts. Dutchess County will require prime contractors to maintain records and documents of payments to DBEs for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of Dutchess County or DOT. This reporting requirement also extends to any certified DBE subcontractor.

Dutchess County will perform interim audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts states in the schedule of DBE participation.

- c. A prime contractor may not terminate a DBE subcontractor for convenience, nor may it terminate a DBE subcontractor and perform work with its own forces without prior written consent from Dutchess County.
- d. The Dutchess County's overall goal for DBE participation is 0.1%. A separate contract goal of 0.1% DBE participation has been established for this procurement.

# e. <u>Information to be submitted 26.53(b)</u>

Dutchess County treats bidder/offerors' compliance with good faith efforts requirements as a matter of responsibility. Each solicitation for which a contract goal has been established will require the bidders/offerors to submit the following information with their bids:

- 1. The names and addresses of DBE firms that will participate in the contract.
- 2. A description of the work that each DBE will perform.
- 3. The dollar amount of the participation of each DBE firm participating.
- 4. Written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal.
- 5. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
- 6. If the contract goal is not met, evidence of good faith efforts (see Appendix A to 49 CFR Part 26).

Contractors must meet all requirements of this section as a matter of responsibility (prior to contract award). A prime contractor may not terminate a DBE subcontractor for convenience, nor may it terminate a DBE subcontractor and perform work with its own forces without prior written consent from Dutchess County.

# f. Administrative reconsideration 26.53(d)

Within 7 days of being informed by Dutchess County that it is not responsible because it has not documented sufficient good faith efforts, a bidder/offeror may request administrative reconsideration. Bidder/offerors should make this request in writing to the following reconsideration official: Robert Balkind, Commissioner, Department of Public Works, 626 Dutchess Turnpike, Poughkeepsie, New York, 12603. The reconsideration official will not have played any role in the original determination that the bidder/offeror did not document sufficient good faith efforts.

As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with the reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. Dutchess County will send the bidder/offeror a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the DOT.

# g. Good Faith Efforts when a DBE is replaced on a contract 26.53(f)

Dutchess County will require a contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet the contract goal. Dutchess County will require the prime contractor to notify the DBE Liaison Officer immediately of the DBE's inability or unwillingness to perform and provide reasonable documentation.

In this situation, Dutchess County will require the prime contractor to obtain its prior approval of the substitute DBE and to provide copies of new or amended subcontracts, or documentation of good faith efforts. If the contractor fails or refuses to comply in the time specified, Dutchess County will issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, Dutchess County may issue a termination for default proceeding.

The bidder or offeror must submit to Dutchess County the following certifications and forms (attached) with its bid or offer:

- DUTCHESS COUNTY BUSINESS CERTIFICATION
- DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION, and
- LETTER OF INTENT (complete a separate LETTER OF INTENT for each DBE subcontractor)

#### 8. ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C.§ 6201).

### 9. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

- 1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 4. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and

remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the provisions of paragraphs 1 through 8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

# 10. FLY AMERICA

- a. Definitions. As used in this clause—
  - 1. "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.
  - 2. "United States" means the 50 States, the District of Columbia, and outlying areas.
  - 3. "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
- a. When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencys, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- b. If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- c. In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.SFlag Air Carriers
International air transportation of persons (and their personal effects) or property by U.Sflag air carrier was not
available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403.
[State reasons]:

d. Contractor shall include the substance of this clause, including this paragraph e, in each subcontract or purchase under this contract that may involve international air transportation.

### 11. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

#### 12. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Dutchess County and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to Dutchess County, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

### 13. NOTICE TO THIRD PARTY PARTICIPANTS

Federal requirements that apply to the Recipient (Dutchess County) or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

### 14. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(I) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal

assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

### 15. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

- a. The prohibition on certain telecommunications and video surveillance services or equipment applies to all federally funded third-party contracts. Dutchess County is prohibited from using federal funds to:
  - 1. Procure or obtain;
  - 2. Extend or renew a contract to procure or obtain; or
  - 3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- b. As described in Public Law 115-232, section 889, covered telecommunications equipment is
  - 1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - 2. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - 3. Telecommunications or video surveillance services provided by such entities or using such equipment.
  - 4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- c. The Contractor or subcontractor must not provide covered telecommunications equipment or services in the performance of this contract.

#### **16. PROMPT PAYMENT**

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from Dutchess County. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause, following written approval of Dutchess County. This clause applies to both DBE and non-DBE subcontractors.

Failure to comply with the requirements of this section will result in future payments to the prime contractor being conditioned upon the satisfactory demonstration of past payments to subcontractors.

#### 17. SAFE OPERATION OF MOTOR VEHICLES

<u>Seat Belt Use</u>. The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.

<u>Distracted Driving</u>. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

#### 18. SEISMIC SAFETY

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

#### 19. SEVERABILITY

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

#### 20. SOLID WASTES

A Recipient (Dutchess County) that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

### 21. SPECIAL DOL EEO CLAUSE

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their

race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- 2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8. The contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own

employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

#### 22. TERMINATION

<u>TERMINATION</u>. (a) Without cause. The County may terminate this agreement upon ten (10) days' prior written notice to the Contractor of its intent to terminate without cause.

(b) With cause. The County may terminate this Agreement effective immediately, with subsequent written notice to be given to the Contractor of termination with cause.

In the event of termination with or without cause, the Contractor shall deliver to the County any or all drawings, specifications, reports and other data, records, materials and equipment in his custody or control pertaining to the Agreement and the County shall pay to the Contractor all amounts due to the time of termination in accordance with the terms of this Agreement. Such termination shall not give rise to any cause of action against the County for damages, loss of profits, expenses or other remuneration of any kind. Notwithstanding any other provision of this Agreement, if, in the judgment of the County, termination is made necessary or desirable because of the Contractor's failure to fulfill his obligations under this Agreement, or any other fault of the Contractor, the County may withhold payment of all or any part of moneys which otherwise may be payable to the Contractor under this Agreement and apply such moneys toward any damages or expenses sustained by the County as a result of such failure including, without limitation, any excess costs incurred by the County in completing the services under this Agreement by the use or employment of other contractors or otherwise. Notwithstanding the foregoing, the Contractor shall be liable to the County for all such damages and expenses without limitation to any such moneys being withheld by the County, and the failure of the County to withhold moneys from the Contractor shall not be construed as an acknowledgment by the County that no such damages or expenses exist and shall not prevent the County from thereafter making any claim against the Contractor therefor.

### 23. TRAFFICKING IN PERSONS

The contractor agrees that it and its employees that participate in the Recipient's (Dutchess County's) Award, may not:

- a. Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- b. Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- c. Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

### 24. VETERANS HIRING PREFERENCE

Veterans Employment - Recipients (Dutchess County) and subrecipients of Federal financial assistance shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee. See attached copy of 5 U.S.C.A. Section 2108.

- § 2108. Veteran; disabled veteran; preference eligibleFor the purpose of this title—
  - (1) "veteran" means an individual who-
    - (A) served on active duty in the armed forces during a war, in a campaign or expedition for which a campaign badge has been authorized, or during the period beginning April 28, 1952, and ending July 1, 1955;
    - (B) served on active duty as defined by SECTION 101(21) OF TITLE 38 at any time in the armed forces for a period of more than 180 consecutive days any part of which occurred after January 31, 1955, and before October 15, 1976, not including service under SECTION 12103(D) OF TITLE 10 pursuant to an enlistment in the Army National Guard or the Air National Guard or as a Reserve for service in the Army Reserve, Navy Reserve, Air Force Reserve, Marine Corps Reserve, or Coast Guard Reserve;
    - (C) served on active duty as defined by SECTION 101(21) OF TITLE 38 in the armed forces during the period beginning on August 2, 1990, and ending on January 2, 1992; or
    - (D) served on active duty as defined by SECTION 101(21) OF TITLE 38 at any time in the armed forces for a period of more than 180 consecutive days any part of which occurred during the period beginning on September 11, 2001, and ending on the date prescribed by Presidential proclamation or by law as the last date of Operation Iraqi Freedom:

and, except as provided under section 2108a, who has been discharged or released from active duty in the armed forces under honorable conditions;

- (2) "disabled veteran" means an individual who has served on active duty in the armed forces, (except as provided under section 2108a) has been separated therefrom under honorable conditions, and has established the present existence of a service-connected disability or is receiving compensation, disability retirement benefits, or pension because of a public statute administered by the Department of Veterans Affairs or a military department;
- (3) "preference eligible" means, except as provided in paragraph (4) of this section or section 2108a(c)—
  - (A) a veteran as defined by paragraph (1)(A) of this section;
  - (B) a veteran as defined by paragraph (1)(B), (C), or (D) of this section;
  - (C) a disabled veteran;
  - (D) the unmarried widow or widower of a veteran as defined by paragraph (1)(A) of this section;
  - (E) the wife or husband of a service-connected disabled veteran if the veteran has been unable to qualify for any appointment in the civil service or in the government of the District of Columbia;
  - (F) the parent of an individual who lost his or her life under honorable conditions while serving in the armed forces during a period named by paragraph (1) (A) of this section, if—
    - (i) the spouse of that parent is totally and permanently disabled; or
    - (ii) that parent, when preference is claimed, is unmarried or, if married, legally separated from his or her spouse;
  - (G) the parent of a service-connected permanently and totally disabled veteran, if-
    - (i) the spouse of that parent is totally and permanently disabled; or
    - (ii) that parent, when preference is claimed, is unmarried or, if married, legally separated from his or her spouse; and
  - (H) a veteran who was discharged or released from a period of active duty by reason of a sole survivorship discharge (as that term is defined in SECTION 1174(I) OF TITLE 10):

but does not include applicants for, or members of, the Senior Executive Service, the Defense Intelligence Senior Executive Service, the Senior Cryptologic Executive Service, or the Federal Bureau of Investigation and Drug Enforcement Administration Senior Executive Service;

- (4) except for the purposes of chapters 43 and 75 of this title, "preference eligible" does not include a retired member of the armed forces unless-
  - (A) the individual is a disabled veteran; or
  - (B) the individual retired below the rank of major or its equivalent, and
- (5) "retired member of the armed forces" means a member or former member of the armed forces who is entitled, under statute, to retired, retirement, or retainer pay on account of service as a member.

(PUB. L. 89–554, Sept. 6, 1966, 80 STAT. 410; PUB. L. 90–83, §1(6), Sept. 11, 1967, 81 STAT. 196; PUB. L. 90–623, §1(2), Oct. 22, 1968, 82 STAT. 1312; PUB. L. 92–187, §1, Dec. 15, 1971, 85 STAT. 644; PUB. L. 94–502, TITLE VII, §702, Oct. 15, 1976, 90 STAT. 2405; PUB. L. 95–454, TITLE III, §307(A), title IV, §401(d), Oct. 13, 1978, 92 STAT. 1147, 1154; PUB. L. 96–54, §2(A)(B), (9)(A), Aug. 14, 1979, 93 STAT. 381; PUB. L. 96–191, §8(A), Feb. 15, 1980, 94 STAT. 33; PUB. L. 97–89, TITLE VIII, §801, Dec. 4, 1981, 95 STAT. 1161; PUB. L. 100–325, §2(A), May 30, 1988, 102 STAT. 581; PUB. L. 102–54, §13(B)(1), June 13, 1991, 105 STAT. 274; PUB. L. 105–85, DIV. A, TITLE XI, §1102(A), (c), Nov. 18, 1997, 111 STAT. 1922; PUB. L. 105–339, §4(A), Oct. 31, 1998, 112 STAT. 3185; PUB. L. 109–163, DIV. A, TITLE V, §515(F)(1), title XI, §§1111, 1112(a), Jan. 6, 2006, 119 STAT. 3236, 3451; PUB. L. 110–317, §8, Aug. 29, 2008, 122 STAT. 3529; PUB. L. 112–56, TITLE II, §235(A)(2)(A), Nov. 21, 2011, 125 STAT. 723; PUB. L. 114–62, §2, Oct. 7, 2015, 129 STAT. 547.)

CITE AS: 5 USC 2108

#### 25. DEBARMENT AND SUSPENSION

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a. Debarred from participation in any federally assisted Award;
- b. Suspended from participation in any federally assisted Award;
- c. Proposed for debarment from participation in any federally assisted Award;
- d. Declared ineligible to participate in any federally assisted Award;
- e. Voluntarily excluded from participation in any federally assisted Award; or
- f. Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Dutchess County. If it is later determined by Dutchess County that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Dutchess County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

The bidder or offeror must submit to Dutchess County the DEBARMENT AND SUSPENSION CERTIFICATION (attached) with its bid or offer.

#### 26. NOTIFICATION TO FTA AND U.S. DOT INSPECTOR GENERAL

- a. <u>FTA Interest</u>. FTA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the Award, the accompanying Underlying Agreement, and any Amendments thereto including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise.
- b. Notification to FTA; Flow Down Requirement. If a current or prospective legal matter that may affect the Federal Government emerges, Dutchess County must promptly notify the FTA Chief Counsel and FTA Regional Counsel for Region II. Dutchess County must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its Page 9 of 10 subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.
  - 1. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
  - 2. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

- 3. Additional Notice to U.S. DOT Inspector General. Dutchess County must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for Region II, if Dutchess County has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between Dutchess County and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of Dutchess County. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of Dutchess County. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of Dutchess County, including divisions tasked with law enforcement or investigatory functions.
- c. <u>Federal Interest in Recovery</u>. The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the federal share for the Underlying Agreement. Notwithstanding the preceding sentence, Dutchess County may return all liquidated damages it receives to its Award Budget for its Underlying Agreement rather than return the federal share of those liquidated damages to the Federal Government, provided that Dutchess County receives FTA's prior written concurrence.
- d. <u>Enforcement</u>. Dutchess County must pursue its legal rights and remedies available under any third-party agreement or any federal, state, or local law or regulation.

### 27. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

### Compliance with the Contract Work Hours and Safety Standards Act.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may

require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section.
- 3. Withholding for unpaid wages and liquidated damages. Dutchess County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section.
- 4. <u>Subcontracts</u>. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

### 28. LOBBYING RESTRICTIONS

### Conditions on use of funds.

- a. No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph a of this section.
- c. Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.
- d. Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress,

an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

e. Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

### Certification and disclosure.

- a. Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:
  - 1. Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or
  - 2. An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.
- b. Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:
  - 1. A Federal contract, grant, or cooperative agreement exceeding \$100,000; or
  - 2. A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000,

Unless such person previously filed a certification, and a disclosure form, if required, under paragraph a of this section.

- c. Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs a or b of this section. An event that materially affects the accuracy of the information reported includes:
  - 1. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
  - 2. A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
  - 3. A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- d. Any person who requests or receives from a person referred to in paragraphs a or b of this section:
  - 1. A subcontract exceeding \$100,000 at any tier under a Federal contract;
  - 2. A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;
  - 3. A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,
  - 4. A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement, Shall file a certification, and a disclosure form, if required, to the next tier above.
- e. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs a or b of this section. That person shall forward all disclosure forms to the agency.
- f. Any certification or disclosure form filed under paragraph e of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded.

Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue

all available remedies, including those authorized by section 1352, title 31, U.S. Code.

- g. For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.
- h. No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

The bidder or offeror must submit to Dutchess County the LOBBYING RESTRICTIONS CERTIFICATION (attached) with its bid or offer.

## 29. BUY AMERICA REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR §200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11 Domestic preferences for procurements. Rolling stock must be assembled in the United States and have a seventy percent (70%) domestic content.

The bidder or offeror must submit to Dutchess County the appropriate BUY AMERICA CERTIFICATION (attached) with its bid or offer. Bids or offers that are not accompanied by a completed Buy America Certification will be rejected as nonresponsive.

### 30. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

### **Clean Air Act**

- 1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 2. The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

### **Federal Water Pollution Control Act**

- 1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 2. The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in

turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

### 31. BOND REQUIREMENTS

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- a. A <u>bid guarantee</u> from each bidder equivalent to ten percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, irrevocable letter of credit, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- b. A <u>performance bond</u> on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.
- c. A <u>payment bond</u> on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

It is also understood and agreed that if the bidder should withdraw any part or all of their bid within 45 days after the bid opening without the written consent of Dutchess County, or refuse or be unable to enter into this Contract as provided above, or refuse or be unable to furnish adequate and acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, it shall forfeit its bid guaranty to the extent Dutchess County's damages occasioned by such withdrawal, or refusal, or inability to enter into a Contract, or provide adequate security thereof.

It is further understood and agreed that to the extent the defaulting bidder's bid guaranty shall prove inadequate to fully recompense Dutchess County for the damages occasioned by default, then the bidder agrees to indemnify Dutchess County and pay over to Dutchess County the difference between the bid guarantee and Dutchess County's total damages so as to make Dutchess County whole.

The bidder understands that any material alteration of any of the above or any of the material contained herein, other than that requested will render the bid unresponsive.

<u>Performance Guarantee</u>. A Performance Guarantee in the amount of 100% of the Contract value is required by Dutchess County to ensure faithful performance of the Contract. A Performance Bond shall be provided by the Contractor and shall remain in full force for the term of the Contract. The successful Bidder shall certify that it will provide the requisite Performance Guarantee to Dutchess County within five (5) days from Dutchess County's request. Dutchess County requires all Performance Bonds to be provided by a fully qualified surety company acceptable to Dutchess County and listed as a company currently authorized under 31 C.F.R. part 22 as possessing a Certificate of Authority as described hereunder. Dutchess County may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. Dutchess County may secure additional protection by directing the Contractor to increase the amount of the

existing bond or to obtain an additional bond.

<u>Payment Bonds</u>. A Labor and Materials Payment Bond equal to the full value of the contract must be furnished by the contractor to Dutchess County as security for payment by the Contractor and subcontractors for labor, materials, and rental of equipment. The bond may be issued by a fully qualified surety company acceptable to Dutchess County and listed as a company currently authorized under 31 C.F.R. part 223 as possessing a Certificate of Authority as described thereunder.

See bid specifications for further information on bonding requirements.

### 32. SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).

#### 33. VIOLATION AND BREACH OF CONTRACT

<u>Rights and Remedies of Dutchess County</u>. Dutchess County shall have the following rights in the event that Dutchess County deems the Contractor guilty of a breach of any term under the Contract.

- 1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
- 2. The right to cancel this Contract as to any or all of the work yet to be performed;
- 3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
- 4. The right to money damages.

<u>Rights and Remedies of Contractor</u>. Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by Dutchess County, the Contractor expressly agrees that no default, act or omission of Dutchess County shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless Dutchess County directs Contractor to do so) or to suspend or abandon performance.

Remedies. Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, Dutchess County will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before Dutchess County takes action contemplated herein, Dutchess County will provide the Contractor with sixty (60) days written notice that Dutchess County considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

<u>Disputes</u>. Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Dutchess County's Department of Law. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to Dutchess County's Department of Law. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision

of the Dutchess County's Department of Law shall be binding upon the Contractor and the Contractor shall abide be the decision.

<u>Performance During Dispute</u>. Unless otherwise directed by Dutchess County, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

<u>Claims for Damages</u>. Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

<u>Remedies.</u> Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between Dutchess County and the Contractor arising out of or relating to this agreement or its breach will be decided in a court of competent jurisdiction within the State in which Dutchess County is located.

<u>Rights and Remedies</u>. The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Dutchess County or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

#### **CERTIFICATION FORMS**

#### FORM 1: DUTCHESS COUNTY BUSINESS CERTIFICATION

Dutchess County encourages the participation of small business concerns\* when issuing requests for quotes, bids, and qualifications for projects funded with Federal Transit Administration and New York State Department of Transportation funds.

Please complete the following when responding to this reque	st.
Full Legal Name of Company:	
Street Address:	
Mailing Address:	
City:	State:Zip:
Contact Name:	
Phone Number: ( ) Fax	Number: ( )
Please check one of the following:	
The annual gross receipts for the business cited ab	ove for the past three years is more than \$26,290,000.
The annual gross receipts for the business cited ab	ove for the past three years is <u>less than</u> \$26,290,000.
hereby certify this information to be true to the best of my  Printed Name & Title of Authorized Representative	knowledge.
Signature of Authorized Representative	Date

<sup>\*</sup>Small business concern means, with respect to firms seeking to participate as DBEs in DOT-assisted contracts, a small business concern as defined pursuant to Section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR part 121) that also does not exceed the cap on average annual gross receipts specified in 49 CFR §26.65(b). The cap is currently set at \$26,290,000 in average annual gross receipts over the firm's previous three fiscal years. This amount is adjusted for inflation by the Secretary of DOT from time to time. It should be noted that a not-for-profit firm may not be certified as a DBE. However, a firm owned by an Indian tribe or Alaska Native Corporation as an entity may be certified as a DBE.

## FORM 2: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

	undersigned bidder/of use check the appropria	feror has satisfied the requirements te space):	of the bid specification in the follow	ing manner
	The bidder/offer	or is committed to a minimum of _	% DBE utilization	on this contract.
	The bidder/offero	r (if unable to meet the DBE goal of <sub>.</sub>	%) is committe	ed to a minimum
	of	% DBE utilization on this contr	act and submits documentation der	monstrating good
	faith efforts.			
Nam	e of bidder/offeror's fil	rm:		
State	e Registration No			_
Ву:				
	Signature		Date	
	Printed Name		Title	-
	Signature		Date	_
	Printed name		 Title	_

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

# **FORM 3: LETTER OF INTENT**

(Submit a separate FORM 3 for each DBE subcon	itractor.)		
Name of Bidder/Offeror's Firm:			
Address:			
City			
City:	State		
Name of DBE Firm:			
Address:			
City:			
Telephone:			
Description of work to be performed by DBE F	irm:		
The bidder/offeror is committed to utilizing the adollar value of this work is \$:			ed above. The estimated
Affirmation			
The above-named DBE firm affirms that it will pe stated above.	erform the portion	on of the contract for the es	timated dollar value as
Ву:			

#### FORM 4: FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

- 1. The contractor certifies that it:
  - a. Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
  - b. Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, Dutchess County will refer the matter to FTA and not enter into any Third-Party Agreement with the Third Party Participant without FTA's written approval.

2. Flow-Down. Dutchess County agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any sub-agreement.

Date	
_	
	Date

#### FORM 5: DEBARMENT AND SUSPENSION CERTIFICATION

### Please check one of the following:

- The Proposer certifies to the best of its knowledge and belief that the Proposer and its principals:
  - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;
  - 2. Have not, within the preceding three years, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) or private agreement or transaction; violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;
  - 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any offense described in Paragraph 2 of this certification;
  - 4. Have not, within the preceding three years, had one or more public transactions (federal, state, or local) terminated for cause or default.
  - 5. The Primary Participant also certifies that, if it later becomes aware of any information contradicting the statements of Paragraphs 1-4 above, it will promptly provide that information to FTA and Dutchess County.

OR

The Proposer is unable to certify to all of the statements in this certification, and attaches its explanation to this certification. (In the explanation, the Proposer must certify to those statements that can be certified and explain why the other statements cannot be certified.)

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 USC §§ 3801 et al. are applicable to this certification.

Printed Name & Title of Authorized Representative		
Signature of Authorized Representative	Date	
Signature of Authorized Representative	Date	
Name of Business		
Address of Business		
Unique Entity ID (assigned by SAM.gov)		

#### FORM 6: LOBBYING RESTRICTIONS CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Printed Name & Title of Authorized Representative		
Signature of Authorized Representative	Date	
Name of Business		
Address of Rusiness		

### **FORM 7: BUY AMERICA CERTIFICATION**

In accordance with 49 C.F.R. § 661.6, for the procurement of steel, iron, or manufactured products, use the certifications below.

Complete and sign the appropriate Buy America Certification (complete one, not both) and include in the bid submittal. If not included, bidder will be deemed non-responsive.

Certificate of Compliance with Buy America Requirements
The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.
Date:
Signature:
Company:
Name:
Title:
Certificate of Non-Compliance with Buy America Requirements
The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.
Date:
Signature:
Company:
Name:
Title:

### **BUY AMERICA END PRODUCTS LIST**

Steel pipe bollard

Manual Chain-link Slide Gate

Parking signage

Roll-up garage door

Roof-mounted Exhaust Fan

Ceiling fan

Gas-Fired Unit Heater & flue piping

Roof-mounted HVAC Unit & ductwork

Wall-mounted Fire Extinguisher

Restroom Fixtures, Furnishings, and Equipment (Toilet, Sink, ADA Grab Bars, Toilet Paper/Paper Towel Dispenser, Soap Dispenser)

Single-Unit Locker

Electric Hot Water Heater

Condensing Boiler & flue piping

**Electronic Thermostat Devices** 

Electrical conduit, panels, junction boxes, receptacle boxes, and all electrical cable

Domestic hot and cold water piping & fittings

Compressed air piping & fittings

<sup>\*</sup>Note that this list is not exhaustive or all inclusive and it is the responsibility of the Contractor to provide appropriate certification of all applicable items as required by the FTA Contract Clauses and Certifications

MJ1636.01 2/5/2024
DCPT Facility Renovations Phase II Specifications RFB-DCB-04-24

SECTION 010000 - GENERAL REQUIREMENTS

PART 1 - GENERAL (Not Used)

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 010000

### SECTION 011000 - SUMMARY

#### PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

### A. Section Includes:

- 1. Project information.
- 2. Work covered by Contract Documents.
- 3. Work under Owner's separate contracts.
- 4. Future work not part of this Project.
- 5. Owner-furnished/Owner-installed (OFOI) products.
- 6. Contractor's use of site and premises.
- 7. Coordination with occupants.
- 8. Work restrictions.
- 9. Specification and Drawing conventions.
- 10. Miscellaneous provisions.

### B. Related Requirements:

- 1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.
- 2. Section 017300 "Execution" for coordination of Owner-installed products.

### 1.3 DEFINITIONS

A. Work Package: A group of specifications, drawings, and schedules prepared by the design team to describe a portion of the Project Work for pricing, permitting, and construction.

## 1.4 PROJECT INFORMATION

- A. Project Identification: Dutchess County Public Transit Facility Renovations Phase II (#RFB-DCB-04-24)
  - 1. Project Location: 14 Commerce Street, Poughkeepsie NY 12603
- B. Owner: Dutchess County Division of Public Works (DPW).
  - 1. Owner's Representative: Michael Grattini, Director Division of Public Transit

RFB-DCB-04-24

- C. Architect: MJ Engineering & Land Surveying, P.C.
  - 1. Architect's Representative: Shane Barberis sbarberis@mjteam.com
- D. Architect's Consultants: Architect has retained the following design professionals, who have prepared designated portions of the Contract Documents:
  - 1. HVAC, Electrical, & Plumbing Engineer: Friedman Fisher Associates, P.C.
    - a. HVAC, Electrical, & Plumbing Engineering Representative: Jeff Manor, P.E. jmanor@friedmanfisher.com.
- E. Construction Manager: MJ Engineering & Land Surveying, P.C.
  - 1. Construction Manager Representative: Kurt Nichols, P.E. knichols@mjteam.com.
  - 2. Construction Manager has been engaged for this Project to serve as an advisor to Owner and to provide assistance in administering the Contract for construction between Owner and each Contractor, according to a separate contract between Owner and Construction Manager.
    - a. Construction Manager also serves as Project coordinator, as defined in Section 011200 "Multiple Contract Summary."
- F. Project Coordinator for Multiple Contracts: Owner shall serve as Project coordinator.
- G. Project HVAC/Electrical Coordinator for Multiple Contracts:
  - 1. **Electrical Contractor** shall act as HVAC/electrical coordinator.
- H. Web-Based Project Software: Project software will be used for purposes of managing communication and documents during the construction stage.
  - 1. See Section 013100 "Project Management and Coordination." for requirements for using web-based Project software.

## 1.5 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and includes, but is not limited to, the following:
  - 1. Base Bid:

Visitors Restroom Upgrades – Upgraded finishes & fixtures.

Mechanics Breakroom Upgrades – Upgraded finishes & fixtures, wall modifications.

Mechanics Locker Room / Bathroom Upgrades – Upgraded finishes & fixtures, wall modifications.

Existing Office and Garage HVAC Updates – Replacement rooftop units AC-1, AC-2 and associated VAV's, spot repairs to existing ductwork, remove AC-3 and associated ductwork.

Garage Building Expansion – New garage storage building addition.

Additional Employee Parking – New parking lot for 10 vehicles adjacent to Industry Street.

Site Storm Water Improvements – Cleaned out and repaired storm water infrastructure across the site, re-graded storm water features.

Facility Ring Road and Site Improvements – Additional driveway pavement, bollard protection at associates break area, grading and seeding across the site.

Existing Garage Door Frame Repairs – Repaint garage door frames on existing bus garage building.

### 2. Add Alternates:

- No. 1: Exterior Metal Wall Panel Replacement Provide and install exterior metal wall panels up to 12' elevation on the North and East building façades.
- No. 2: Entry Rotunda Glazing Replacement Remove, re-gasket, and reinstall all window glazing at the building entry rotunda.
- No. 3: Building Management System (BMS) Integration Provide and install Building Management System (BMS) integration to the existing facility HVAC equipment.
- No. 4: Office Area Fin Tube System Boiler Plant Replacement Provide and install a boiler plant replacement to the existing office area fin tube system.

And other Work indicated in the Contract Documents.

### B. Type of Contract:

1. Project will be constructed under coordinated, concurrent multiple contracts. See Section 011200 "Multiple Contract Summary" for a list of multiple contracts, a description of work included under each of the multiple contracts, and the responsibilities of Project coordinator.

### 1.6 WORK UNDER OWNER'S SEPARATE CONTRACTS

- A. Work with Separate Contractors: Cooperate fully with Owner's separate contractors, so work on those contracts may be carried out smoothly, without interfering with or delaying Work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under Owner's separate contracts.
- B. Concurrent Work: Owner will award separate contract(s) for the following construction operations at Project site. Those operations will be conducted simultaneously with Work under this Contract.
  - 1. General Trades: For general trades construction across the project site.

- 2. Plumbing: For plumbing-related construction across the project site.
- 3. HVAC: For heating, ventilation, and air conditioning-related construction across the project site.
- 4. Electrical: For electrical-related construction across the project site.

### 1.7 OWNER-FURNISHED/CONTRACTOR-INSTALLED (OFCI) PRODUCTS

- A. The Owner will furnish and Contractor is to install products indicated.
- B. Owner-Furnished/Contractor-Installed (OFCI) Products:
  - 1. Mechanics Locker Room lockers.
  - 2. Mechanics Break Room furniture.
  - 3. Storage Racking for Building Expansion.
- C. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract or other contracts. Coordinate the Work of this contract with work performed under separate contracts.

### 1.8 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Restricted Use of Site: Each Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
  - 1. Driveways, Walkways and Entrances: Keep driveways parking areas, loading areas, and emergency vehicles at all times. Do not use these areas for parking or for storage of materials.
    - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
    - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- B. Limits on Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
- C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.

D. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

## 1.9 COORDINATION WITH OCCUPANTS

- A. Full Owner Occupancy: Owner will occupy Project site and existing building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.
  - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
  - 2. Notify Owner not less than 48 hours in advance of activities that will affect Owner's operations.
  - 3. Maintain in operation all life safety provisions and devices (including, but not limited to, fire alarm, fire extinguishers, smoke detectors, heat sensor, emergency and exit lighting defibrillators, and similar items.
- B. Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.
  - 1. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied prior to Owner acceptance of the completed Work.
  - 2. Obtain a Certificate of Occupancy from authorities having jurisdiction before limited Owner occupancy.
  - 3. Before limited Owner occupancy, HVAC and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will operate and maintain HVAC and electrical systems serving occupied portions of Work.
  - 4. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of Work.

### 1.10 WORK RESTRICTIONS

- A. Comply with restrictions on construction operations.
  - 1. Comply with limitations on use of public streets, work on public streets, rights of way, and other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work to between 7:00 a.m. to 4:30 p.m., Monday through Friday, unless otherwise indicated. Work hours may be modified to meet Project requirements if approved by Owner and authorities having jurisdiction.

- 1. Weekend Hours: Coordinate with Owner.
- 2. Early Morning Hours: Coordinate with Owner.
- 3. Work in Existing Building: 7am-430pm.
- 4. Hours for Utility Shutdowns: Coordinate with Owner for shutdowns to occur during off-hours (after 430pm), must be back online before 6am.
- 5. Hours for Core Drilling: 7am-430pm.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging for temporary utility services according to requirements indicated:
  - 1. Notify Construction Manager and Owner not less than 2 days in advance of proposed utility interruptions.
  - 2. Obtain Owner's written permission before proceeding with utility interruptions.
- D. Noise, Vibration, Dust, and Odors: Coordinate operations that may result in high levels of noise and vibration, dust, odors, or other disruption to Owner occupancy with Owner.
  - 1. Notify Construction Manager and Owner not less than 2 days in advance of proposed disruptive operations.
  - 2. Obtain Owner's written permission before proceeding with disruptive operations.
- E. Smoking and Controlled Substance Restrictions: Use of tobacco products, alcoholic beverages, and other controlled substances on Owner's property is not permitted.
- F. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.
- G. Employee Screening: Comply with Owner's requirements for drug and background screening of Contractor personnel working on Project site.
  - 1. Maintain list of approved screened personnel with Owner's representative.

### 1.11 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
  - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
  - 2. Text Color: Text used in the Specifications, including units of measure, manufacturer and product names, and other text may appear in multiple colors or underlined as part of a hyperlink; no emphasis is implied by text with these characteristics.
  - 3. Hypertext: Text used in the Specifications may contain hyperlinks. Hyperlinks may allow for access to linked information that is not residing in the Specifications. Unless otherwise indicated, linked information is not part of the Contract Documents.
  - 4. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

- B. Division 00 Contracting Requirements: General provisions of the Contract, including General and Supplementary Conditions, apply to all Sections of the Specifications.
- C. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- D. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
  - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
  - 2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings and published as part of the U.S. National CAD Standard.
  - 3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

### 1.12 MISCELLANEOUS PROVISIONS

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

#### SECTION 011200 - MULTIPLE CONTRACT SUMMARY

### PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

- A. Section includes a summary of each contract, including responsibilities for coordination and temporary facilities and controls.
- B. Specific requirements for Work of each contract are also indicated in individual Specification Sections and on Drawings.

### C. Related Requirements:

- 1. Section 011000 "Summary" for the Work covered by the Contract Documents, restrictions on use of Project site, coordination with occupants, and work restrictions.
- 2. Section 013100 "Project Management and Coordination" for general coordination requirements.
- 3. Contractor is responsible to review all drawing and Specifications for every contract to gain complete understanding and knowledge of the entire Project, to determine how the work of each contract is to interface with every other contract.

### 1.3 DEFINITIONS

A. Permanent Enclosure: As determined by Architect, the condition at which roofing is insulated and weathertight; exterior walls are insulated and weathertight; and openings are closed with permanent construction or substantial temporary closures equivalent in weather protection to permanent construction.

### 1.4 PROJECT COORDINATOR (GENERAL CONTRACT RESPONSIBILITY)

- A. Project coordinator shall be responsible for coordination between the General Construction Contract, Plumbing Contract, HVAC Contract, and Electrical Contract.
- B. HVAC/electrical coordinator, who shall be under the direction of Project coordinator, shall be responsible for coordination between the HVAC Contract and Electrical Contract.
  - 1. Electrical Contractor shall act as HVAC/electrical coordinator. HVAC/electrical coordinator shall be licensed to practice as a professional engineer in location of Project.

#### 1.5 PROJECT COORDINATOR RESPONSIBILITIES

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- A. Project coordinator shall perform Project coordination activities for the multiple contracts, including, but not limited to, the following:
  - Provide typical overall coordination of the Work. 1.
  - Coordinate shared access to workspaces. 2.
  - Coordinate product selections for compatibility. 3.
  - 4. Provide overall coordination of temporary facilities and controls.
  - Coordinate, schedule, and approve interruptions of permanent and temporary utilities, 5. including those necessary to make connections for temporary services.
  - Coordinate construction and operations of the Work with work performed by each Contract. 6.
  - Prepare coordination drawings in collaboration with each contractor to coordinate work by 7. more than one contract.
  - 8. Coordinate sequencing and scheduling of the Work. Include the following:
    - a. Initial Coordination Meeting: At earliest possible date, arrange and conduct a meeting with contractors for sequencing and coordinating the Work; negotiate reasonable adjustments to schedules.
    - Prepare combined Contractors' Construction Schedule for entire Project. Base b. schedule on preliminary construction schedule. Secure time commitments for performing critical construction activities from contractors. Show activities of each contract on a separate sheet. Prepare a simplified summary sheet indicating combined construction activities of contracts.
      - 1) Submit schedules for approval.
      - Distribute copies of approved schedules to contractors. 2)
  - 9. Provide photographic documentation.
  - Provide quality-assurance and quality-control services specified in Section 014000 "Quality 10. Requirements."
  - Coordinate sequence of activities to accommodate tests and inspections, and coordinate 11. schedule of tests and inspections.
  - 12. Provide information necessary to adjust, move, or relocate existing utility structures affected by construction.
  - Locate existing permanent benchmarks, control points, and similar reference points, and 13. establish permanent benchmarks on Project site.
  - Provide field surveys of in-progress construction and site work 14.
  - Provide progress cleaning of common areas and coordinate progress cleaning of areas or 15. pieces of equipment where more than one contractor has worked.
  - Coordinate cutting and patching. 16.
  - Coordinate protection of the Work. 17.
  - 18. Coordinate firestopping.
  - 19. Coordinate completion of interrelated punch list items.
  - Coordinate preparation of Project Record Documents if information from more than one 20. contractor is to be integrated with information from other contractors to form one combined record.
  - 21. Print and submit Record Documents if installations by more than one contractor are indicated on the same Contract Drawing or Shop Drawing.

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- 22. Collect record Specification Sections from contractors, collate Sections into numeric order, and submit complete set.
- 23. Coordinate preparation of operation and maintenance manuals if information from more than one contractor is to be integrated with information from other contractors to form one combined record.
- B. Responsibilities of Project coordinator for temporary facilities and controls include, but are not limited to, the following:
  - 1. Provide common-use field office for use by all personnel engaged in construction activities.
  - 2. Provide telephone service for common-use facilities.
- C. HVAC/Electrical Coordinator: Coordination activities of HVAC/electrical coordinator include, but are not limited to, the following:
  - 1. Schedule and sequence HVAC and electrical activities.
  - 2. Coordinate sharing access to workspaces by HVAC and electrical contractors.
  - 3. Coordinate integration of HVAC and electrical work into limited spaces.
  - 4. Coordinate protection of HVAC and electrical contractors' work.
  - 5. Coordinate cutting and patching for HVAC and electrical work.
  - 6. Prepare HVAC and electrical coordination drawings.
  - 7. Coordinate tests and inspections for HVAC and electrical work.
  - 8. Coordinate HVAC and electrical temporary services and facilities.

## 1.6 GENERAL REQUIREMENTS OF CONTRACTS

- A. Extent of Contract: Unless the Agreement contains a more specific description of the Work of each Contract, requirements indicated on Drawings and in Specification Sections determine which contract includes a specific element of Project.
  - 1. Unless otherwise indicated, the work described in this Section for each contract shall be complete systems and assemblies, including products, components, accessories, and installation required by the Contract Documents.
  - 2. Trenches and other excavation for the work of each contract shall be the work of the General Construction Contract.
  - 3. Blocking, backing panels, sleeves, and metal fabrication supports for the work of each contract shall be the work of each contract for its own work.
  - 4. Furnishing of access panels for the work of each contract shall be the work of each contract for its own work. Installation of access panels shall be the work of the General Construction Contract.
  - 5. Equipment pads for the work of each contract shall be the work of the General Construction Contract.
  - 6. Roof-mounted equipment curbs for the work of each contract shall be the work of the General Construction Contract.
  - 7. Painting for the work of each contract shall be the work of the General Construction Contract.
  - 8. Cutting and Patching: Each contract shall perform its own cutting; patching shall be under the General Construction Contract.

- 9. Through-penetration firestopping for the work of each contract shall be provided by the General Construction Contract.
- 10. Contractors' Startup Construction Schedule: Within five working days after startup horizontal bar-chart-type construction schedule submittal has been received from Project coordinator, submit a matching startup horizontal bar-chart schedule showing construction operations sequenced and coordinated with overall construction.
- 11. All Contractors are responsible for information provided in all of the Contract Drawings. Information may be indicated on one drawing or across several drawings. Consequently, each and every Contractor is responsible for information on each and every drawing.
- 12. All Contractors are hereby notified that the scopes of work contained in Specification Section 011200, Multiple Contract Summary are in addition to scope statements contained in other Specification Sections, Contract Drawings, and Dutchess County General Conditions. In the event of conflicts, contractor should assume to provide the greater quantity and / or quality.
- 13. Except where specifically indicated that certain components are not included in the Work, it shall be inferred that it is the intent of the Contract Documents that all systems, including all site, architectural, mechanical, electrical and plumbing systems, be complete and functionally operational. Refer to Dutchess County General Conditions, paragraph 1.2.1 for additional clarification.
- 14. All Contractors will supply all project administration, supervision, labor, materials, tools, incidentals, equipment, appliances, layout, delivery, trucking, shop drawings, submittals, quality assurance, quality control, safety monitoring, services, engineering, scaffolding, hoisting, rigging, insurances, bond costs, overhead, profit, and expenses and all other items related and required to complete all work in accordance with the Contract Documents, complete in all respects.
- 15. All Contractors understand that time is of the essence and will adequately staff the job to successfully complete the Contract Work in accordance with any project phasing plans and milestone completion dates. The option to work extended hours and weekends may be made available to meet this schedule at the Contractors expense as approved by the NYSDOL. Additional costs for Construction Manager's field supervision for extended hours will be the responsibility of the Contractor(s).
- 16. The intention of the work is to follow a logical sequence: however, the Contractor(s) may be required by the Construction Manager or Architect to temporarily omit or leave out any section of their work, or perform their work out of sequence. All such out of sequence work and come back time to these areas shall be performed at no additional cost. This requirement will remain in effect for the duration of each Contractor's respective Contract.
- 17. All Contractors will coordinate their work with all other Contractors, Construction Manager, Architect, Owner and all utility companies. It is also the responsibility of each Contractor to coordinate any required shut downs and system changeovers. The cost of any off-hours or shift work required for equipment installation or utility shutdowns will be included in the respective contract.
- 18. All Contractors are hereby notified that the start of Contractors work over existing or substrates provided by other Contractors constitutes acceptance by that Contractor.
- 19. Unless otherwise included in other scopes of work, the demolition, removal, and/or relocation of any existing item conflicting with the installation of the new work is the specific responsibility of the Contractor installing the new work.
- 20. All Contractors will provide any surveys, layouts, etc. required to accomplish their work. Each Contractor is responsible for layout by establishing, setting, and maintaining lines, locations and elevations for all their work, and is required to carry up all the lines and grades to correctly perform all their work. Contract 1 General Construction Contractor

- will provide one coordinated benchmark with coordinates, from initial building survey. It is a specific requirement that each Contractor provide their own layouts, surveys, etc. from that point.
- 21. All Contractors will provide any support steel that is not shown on the contract drawings, but that is required for the installation of pipe and conduit hangers and for equipment supports. Steel shall be primed painted.
- 22. Each Contractor is responsible for clean up on a daily basis. Daily, each Contractor shall remove, consolidate and deposit into a dumpster all debris created by his Work. Dust preventative measures shall be incorporated at all times, including, but not limited to, utilizing "sweeping compound" during cleanup activities. Each Contractor shall maintain his work site in an acceptable, safe, clean condition, on a daily basis.
- B. Substitutions: Each contractor shall cooperate with other contractors involved to coordinate approved substitutions with remainder of the work.
  - 1. The General Construction Contract shall coordinate substitutions.
- C. Temporary Facilities and Controls: In addition to specific responsibilities for temporary facilities and controls indicated in this Section and in Section 015000 "Temporary Facilities and Controls," each contractor is responsible for the following:
  - 1. Installation, operation, maintenance, and removal of each temporary facility necessary for its own normal construction activity, and costs and use charges associated with each facility, except as otherwise provided for in this Section.
  - 2. Plug-in electric power cords and extension cords, supplementary plug-in task lighting, and special lighting necessary exclusively for its own activities.
  - 3. Its own field office, complete with necessary furniture, utilities, and telephone service.
  - 4. Its own storage and fabrication sheds.
  - 5. Temporary enclosures for its own construction activities.
  - 6. Staging and scaffolding for its own construction activities.
  - 7. General hoisting facilities for its own construction activities, up to 2 tons (2000 kg).
  - 8. Waste disposal facilities, including collection and legal disposal of its own hazardous, dangerous, unsanitary, or other harmful waste materials.
  - 9. Progress cleaning of work areas affected by its operations on a daily basis.
  - 10. Secure lockup of its own tools, materials, and equipment.
  - 11. Construction aids and miscellaneous services and facilities necessary exclusively for its own construction activities.
- D. Temporary Heating, Cooling, and Ventilation: The General Construction Contract is responsible for temporary heating, cooling, and ventilation, including utility-use charges, temporary meters, and temporary connections. Use of permanent systems for temporary heating and climate control is prohibited.
- E. Use Charges: Comply with the following:
  - 1. Sewer Service: Include the cost for sewer service use by all parties engaged in construction activities at Project site in the General Construction.
  - 2. Water Service: Include the cost for water service, whether metered or otherwise, for water used by all entities engaged in construction activities at Project site in the General Construction Contract.

3. Electric Power Service: Include the cost for electric power service, whether metered or otherwise, for electricity used by all entities engaged in construction activities at Project site in the General Construction Contract.

### 1.7 GENERAL CONSTRUCTION CONTRACT

- A. Work of the General Construction Contract includes, but is not limited to, the following:
  - 1. Remaining work not identified as work under other contracts.
  - 2. Site preparation, including clearing, building demolition and relocations, and earthwork.
  - 3. Site improvements, including roadways, parking lots, pedestrian paving, site development furnishings and equipment, and landscaping.
  - 4. Site storm drainage.
  - 5. Stormwater drainage.
  - 6. Tunnels for site utilities.
  - 7. Selective demolition.
  - 8. Foundations, including footings, foundation walls.
  - 9. Slabs-on-grade, including earthwork, subdrainage systems, and insulation.
  - 10. Below-grade building construction, including excavation, backfill, and insulation and waterproofing/dampproofing.
  - 11. Superstructure, including floor and roof construction and board fire protection.
  - 12. Exterior closure, including walls, parapets, doors, windows, and louvers.
  - 13. Roofing, including roof insulation, coverings, flashings, roof specialties, roof accessories, and glazed openings.
  - 14. Interior construction, including partitions, doors, interior glazed openings, and fittings.
  - 15. Fire-protection specialties.
  - 16. Stairs, including railings and finishes.
  - 17. Interior finishes, finish carpentry, architectural woodwork, interior specialties, and floor and ceiling finishes.
  - 18. Miscellaneous items, including concrete equipment bases and painting of HVAC and electrical work.
  - 19. Conveying systems, including elevators, wheelchair lifts, escalators, and cranes.
  - 20. Equipment, including the following:
    - a. Stage equipment.
    - b. Projection screens.
    - c. Loading dock equipment.
    - d. Waste compactors.
    - e. Foodservice equipment.
    - f. Residential appliances.
    - g. Laboratory fume hoods.
  - 21. Furnishings, including casework, window treatments, floor grilles and mats, and seating.
  - 22. Special construction, including the following:
    - a. Preengineered structures.
    - b. Special-purpose rooms.
    - c. Radiation protection.

- B. Temporary facilities and controls in the General Construction Contract include, but are not limited to, the following:
  - 1. Temporary facilities and controls that are not otherwise specifically assigned to the Plumbing Contract, HVAC Contract, and Electrical Contract.
  - 2. Sediment and erosion control.
  - 3. Unpiped sewers and drainage, including drainage ditches, dry wells, stabilization ponds, and containers.
  - 4. Stormwater control.
  - 5. Unpiped temporary toilet fixtures, wash facilities, and drinking water facilities, including disposable supplies.
  - 6. Temporary enclosure for building exterior, except as indicated.
  - 7. Temporary roads and paved areas.
  - 8. Dewatering facilities and drains.
  - 9. Excavation support and protection, unless required solely for the Work of another contract.
  - 10. Special or unusual hoisting requirements for construction activities, including hoisting loads in excess of 2 tons (2000 kg), hoisting material or equipment into spaces below grade, and hoisting requirements outside building enclosure.
  - 11. Project identification and temporary signs.
  - 12. General waste disposal facilities.
  - 13. Pest control.
  - 14. Temporary stairs.
  - 15. Temporary fire-protection facilities.
  - 16. Barricades, warning signs, and lights.
  - 17. Site enclosure fence.
  - 18. Covered walkways.
  - 19. Security enclosure and lockup.
  - 20. Environmental protection.
  - 21. Maintenance and restoration of Owner's existing facilities used as temporary facilities.

#### 1.8 PLUMBING CONTRACT

- A. Work of the Plumbing Contract includes, but is not limited to, the following:
  - 1. Site water supply and distribution.
  - 2. Site sanitary sewerage.
  - 3. Site fuel distribution.
  - 4. Site special plumbing systems.
  - 5. Plumbing fixtures.
  - 6. Domestic water distribution.
  - 7. Sanitary waste.
  - 8. Special plumbing systems, including the following:
    - a. Compressed air.
    - b. Deionized water.
    - c. Distilled water.
    - d. Fuel oil.
    - e. Natural gas.
    - f. Medical gas.

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- g. Vacuum.
- h. Acid waste.
- i. Pools and fountains.
- 9. Fire-suppression systems.
- 10. Special fire-suppression systems, including the following:
  - a. Foam fire-extinguishing systems.
  - b. Clean-agent extinguishing systems.
- 11. Plumbing connections to equipment furnished by the Plumbing Contract, HVAC Contract, and Electrical Contract.
- B. Temporary facilities and controls in the Plumbing Contract include, but are not limited to, the following:
  - 1. Piped sewerage and drainage.
  - 2. Piped gas service.
  - 3. Piped water service.
  - 4. Piped temporary toilet fixtures, wash facilities, and drinking water facilities.
  - 5. Plumbing connections to existing systems and temporary facilities and controls furnished by the General Construction Contract, Plumbing Contract, and HVAC Contract.

### 1.9 HVAC CONTRACT

- A. Work of the HVAC Contract includes, but is not limited to, the following:
  - 1. Site steam distribution.
  - 2. Site hydronic distribution.
  - 3. Energy supply, including oil, gas, steam, hot- and chilled-water supply systems.
  - 4. HVAC systems and equipment.
  - 5. HVAC instrumentation and controls.
  - 6. HVAC testing, adjusting, and balancing.
  - 7. Building automation system.
  - 8. HVAC connections to equipment furnished by the General Construction Contract, Plumbing Contract, HVAC Contract, and Electrical Contract.

### 1.10 ELECTRICAL CONTRACT

- A. Work of the Electrical Contract includes, but is not limited to, the following:
  - 1. Site electrical distribution.
  - 2. Site lighting.
  - 3. Site communications and security.
  - 4. Electrical service and distribution.
  - 5. Exterior and interior lighting and light pole bases.
  - 6. Communication and security.
  - 7. Special electrical systems, including the following:

- a. Uninterruptible power supply systems.
- b. Packaged engine generator systems.
- c. Battery power systems.
- d. Cathodic protection.
- e. Electromagnetic shielding systems.
- f. Lightning protection systems.
- g. Unit power conditioners.
- h. Power generation systems.
- 8. Electrical connections to equipment furnished by the General Construction Contract, Plumbing Contract, HVAC Contract, and Electrical Contract.

9.

- B. Temporary facilities and controls in the Electrical Contract include, but are not limited to, the following:
  - 1. Electric power service and distribution.
  - 2. Lighting, including site lighting.
  - 3. Electrical connections to existing systems and temporary facilities and controls furnished by the General Construction Contract, Plumbing Contract, HVAC Contract, and Electrical Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011200

### SECTION 012100 - ALLOWANCES

#### PART 1 - GENERAL

# 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
- B. Types of allowances include the following:
  - 1. Lump-sum allowances.
  - 2. Unit-cost allowances.
  - 3. Quantity allowances.
  - 4. Contingency allowances.
  - 5. Testing and inspecting allowances.

# C. Related Requirements:

- 1. Section 012200 "Unit Prices" for procedures for using unit prices, including adjustment of quantity allowances when applicable.
- 2. Section 012600 "Contract Modification Procedures" for procedures for submitting and handling Change Orders.
- 3. Section 014000 "Quality Requirements" for procedures governing the use of allowances for field testing by an independent testing agency.

## 1.3 DEFINITIONS

A. Allowance: A quantity of work or dollar amount included in the Contract, established in lieu of additional requirements, used to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.

### 1.4 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection, or purchase and delivery, of each product or system described by an allowance must be completed by the Owner to avoid delaying the Work.
- B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.

C. Purchase products and systems selected by Architect from the designated supplier.

### 1.5 ACTION SUBMITTALS

A. Submit proposals for purchase of products or systems included in allowances in the form specified for Change Orders.

### 1.6 INFORMATIONAL SUBMITTALS

- A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

### 1.7 LUMP-SUM ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include taxes, freight, and delivery to Project site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.
- C. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.
  - 1. If requested by Architect, retain and prepare unused material for storage by Owner. Deliver unused material to Owner's storage space as directed.

### 1.8 UNIT-COST ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include taxes, freight, and delivery to Project site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.
- C. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.

1. If requested by Architect, retain and prepare unused material for storage by Owner. Deliver unused material to Owner's storage space as directed.

## 1.9 QUANTITY ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include taxes, freight, and delivery to Project site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.
- C. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.
  - 1. If requested by Architect, retain and prepare unused material for storage by Owner. Deliver unused material to Owner's storage space as directed.

## 1.10 CONTINGENCY ALLOWANCES

- A. Use the contingency allowance only as directed by Architect for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.
- B. Contractor's overhead, profit, and related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, taxes, insurance, equipment rental, and similar costs.
- C. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit.
- D. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

### 1.11 ADJUSTMENT OF ALLOWANCES

- A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, required maintenance materials, and similar margins.
  - 1. Include installation costs in purchase amount only where indicated as part of the allowance.
  - 2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other markups.

# PART 2 - PRODUCTS (Not Used)

### PART 3 - EXECUTION

### 3.1 EXAMINATION

A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

### 3.2 PREPARATION

A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

### 3.3 SCHEDULE OF ALLOWANCES

- A. Allowance No. 1: Contingency Allowance: Include a contingency allowance of the following amount, for use according to Owner's written instructions, depending on the contract:
  - 1. \$148,900.00 for General Trades
  - 2. \$7,100.00 for Electrical
  - 3. \$1,900.00 for Plumbing
  - 4. \$92,000.00 for HVAC

END OF SECTION 012100

### SECTION 012300 - ALTERNATES

### PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

A. Section includes administrative and procedural requirements for alternates.

### 1.3 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if the Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
  - 1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
  - 2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternates into the Work. No other adjustments are made to the Contract Sum.

#### 1.4 PROCEDURES

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
  - 1. Include, as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation, whether or not indicated as part of alternate.
- B. Execute accepted alternates under the same conditions as other Work of the Contract.
- C. Schedule: A Part 3 "Schedule of Alternates" Article is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

ALTERNATES 012300 - 1

# PART 2 - PRODUCTS (Not Used)

# **PART 3 - EXECUTION**

# 3.1 SCHEDULE OF ALTERNATES

- A. Bid Alternate No. 1: Replace All Panels Up to 12' Elevation on N & E Facades.
- B. Bid Alternate No. 2: Re-Gasket All Windows in Rotunda
- C. Bid Alternate No. 3: BMS Integration with Existing HVAC Equipment
- D. Bid Alternate No. 4: Office Area Fin Tube System Boiler Plant Replacement

END OF SECTION 012300

ALTERNATES 012300 - 2

#### SECTION 012500 - SUBSTITUTION PROCEDURES

### PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Requirements:
  - 1. Document 002600 "Procurement Substitution Procedures" for requirements for substitution requests prior to award of Contract.
  - 2. Section 012100 "Allowances" for products selected under an allowance.
  - 3. Section 012300 "Alternates" for products selected under an alternate.
  - 4. Section 016000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

### 1.3 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents.
  - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
  - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required to meet other Project requirements but may offer advantage to Contractor or Owner.

### 1.4 ACTION SUBMITTALS

- A. Substitution Requests: Submit documentation identifying product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Substitution Request Form: Use form acceptable to Architect.
  - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
    - a. Statement indicating why specified product or fabrication or installation method cannot be provided, if applicable.

- b. Coordination of information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
- c. Detailed comparison of significant qualities of proposed substitutions with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes, such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
- d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
- e. Samples, where applicable or requested.
- f. Certificates and qualification data, where applicable or requested.
- g. List of similar installations for completed projects, with project names and addresses as well as names and addresses of architects and owners.
- h. Material test reports from a qualified testing agency, indicating and interpreting test results for compliance with requirements indicated.
- i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
- j. Detailed comparison of Contractor's construction schedule using proposed substitutions with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
- k. Cost information, including a proposal of change, if any, in the Contract Sum.
- l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents, except as indicated in substitution request, is compatible with related materials and is appropriate for applications indicated.
- m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
- 3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
  - a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
  - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

## 1.5 QUALITY ASSURANCE

A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

## 1.6 PROCEDURES

A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

## 1.7 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
  - 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
    - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    - b. Substitution request is fully documented and properly submitted.
    - c. Requested substitution will not adversely affect Contractor's construction schedule.
    - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
    - e. Requested substitution is compatible with other portions of the Work.
    - f. Requested substitution has been coordinated with other portions of the Work.
    - g. Requested substitution provides specified warranty.
    - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

Retain one of two "Substitutions for Convenience" paragraphs below. Retain option in first paragraph if default limitation on substitutions in this Section may be revised by requirements in individual Specifications Sections.

- B. Substitutions for Convenience: Architect will consider requests for substitution if received within 60 days after the Notice of Award. Requests received after that time may be considered or rejected at discretion of Architect.
  - 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
    - a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
    - b. Requested substitution does not require extensive revisions to the Contract Documents.

- c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
- d. Substitution request is fully documented and properly submitted.
- e. Requested substitution will not adversely affect Contractor's construction schedule.
- f. Requested substitution has received necessary approvals of authorities having jurisdiction.
- g. Requested substitution is compatible with other portions of the Work.
- h. Requested substitution has been coordinated with other portions of the Work.
- i. Requested substitution provides specified warranty.
- j. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 012500** 

# SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

### PART 1 - GENERAL

# 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

## B. Related Requirements:

- 1. Section 012500 "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.
- 2. Section 013100 "Project Management and Coordination" for requirements for forms for contract modifications provided as part of web-based Project management software.

## 1.3 MINOR CHANGES IN THE WORK

A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710.

# 1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
  - 2. Within time specified in Proposal Request or 10 days when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
    - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    - c. Include costs of labor and supervision directly attributable to the change.

- d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- e. Quotation Form: Use forms acceptable to Architect.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.
  - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
  - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
  - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
  - 4. Include costs of labor and supervision directly attributable to the change.
  - 5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
  - 6. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
  - 7. Proposal Request Form: Use form acceptable to Architect.

## 1.5 ADMINISTRATIVE CHANGE ORDERS

- A. Allowance Adjustment: See Section 012100 "Allowances" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances.
- B. Unit-Price Adjustment: See Section 012200 "Unit Prices" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit-price work.

# 1.6 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Work Change Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

### 1.7 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

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- 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
  - 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

#### SECTION 012900 - PAYMENT PROCEDURES

### PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Requirements:
  - 1. Section 012100 "Allowances" for procedural requirements governing the handling and processing of allowances.
  - 2. Section 012600 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
  - 3. Section 013200 "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.

### 1.3 DEFINITIONS

A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

#### 1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
  - 1. Coordinate line items in the schedule of values with items required to be indicated as separate activities in Contractor's construction schedule.
  - 2. Submit the schedule of values to Architect at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
  - 3. Subschedules for Separate Elements of Work: Where the Contractor's construction schedule defines separate elements of the Work, provide subschedules showing values coordinated with each element.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
  - 1. Identification: Include the following Project identification on the schedule of values:

- a. Project name and location.
- b. Owner's name.
- c. Owner's Project number.
- d. Name of Architect.
- e. Architect's Project number.
- f. Contractor's name and address.
- g. Date of submittal.
- 2. Arrange schedule of values consistent with format of AIA Document G703.
- 3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
- 4. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
  - a. Differentiate between items stored on-site and items stored off-site.
- 5. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
- 6. Overhead Costs, Proportional Distribution: Include total cost and proportionate share of general overhead and profit for each line item.
- 7. Schedule of Values Revisions: Revise the schedule of values when Change Orders or Construction Change Directives result in a change in the Contract Sum. Include at least one separate line item for each Change Order and Construction Change Directive.

### 1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments, as certified by Architect and paid for by Owner.
- B. Payment Application Times: The date for each progress payment is indicated in the Owner/Contractor Agreement. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
  - 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
  - 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.

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- 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- 4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.
- E. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
  - 1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment for stored materials.
  - 2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
  - 3. Provide summary documentation for stored materials indicating the following:
    - a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
    - b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
    - c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.
- F. Transmittal: Submit one signed and notarized original copy of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required. Electronic submission is acceptable.
  - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
  - 1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
  - 2. When an application shows completion of an item, submit conditional final or full waivers.
  - 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
  - 4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
  - 5. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.
- H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
  - 1. List of subcontractors.
  - 2. Schedule of values.
  - 3. Contractor's construction schedule (preliminary if not final).

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Combined Contractor's construction schedule (preliminary if not final) incorporating Work of multiple contracts, with indication of acceptance of schedule by each Contractor.

- 5. Products list (preliminary if not final).
- Sustainable design action plans, including preliminary project materials cost data. 6.
- Schedule of unit prices. 7.
- Submittal schedule (preliminary if not final). 8.
- 9. List of Contractor's staff assignments.
- List of Contractor's principal consultants. 10.
- 11. Copies of building permits.
- Copies of authorizations and licenses from authorities having jurisdiction for performance 12. of the Work.
- 13. Initial progress report.
- 14. Report of preconstruction conference.
- Certificates of insurance and insurance policies. 15.
- Performance and payment bonds. 16.
- 17. Data needed to acquire Owner's insurance.
- I. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
  - 1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
    - Complete administrative actions, submittals, and Work preceding this application, as a. described in Section 017700 "Closeout Procedures."
  - 2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- J. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
  - 1. Evidence of completion of Project closeout requirements.
  - Certification of completion of final punch list items. 2.
  - Insurance certificates for products and completed operations where required and proof that 3. taxes, fees, and similar obligations were paid.
  - 4. Updated final statement, accounting for final changes to the Contract Sum.
  - AIA Document G706. 5.
  - AIA Document G706A. 6.
  - AIA Document G707. 7.
  - 8. Evidence that claims have been settled.
  - 9 Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
  - 10. Final liquidated damages settlement statement.
  - Proof that taxes, fees, and similar obligations are paid. 11.
  - 12. Waivers and releases.

PAYMENT PROCEDURES 012900 - 4 PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

### SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

### PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project, including, but not limited to, the following:
  - 1. General coordination procedures.
  - 2. Coordination drawings.
  - 3. RFIs.
  - 4. Digital project management procedures.
  - 5. Web-based Project management software package.
  - 6. Project meetings.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.

# C. Related Requirements:

- 1. Section 011200 "Multiple Contract Summary" for a description of the division of work among separate contracts and responsibility for coordination activities not in this Section.
- 2. Section 013200 "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
- 3. Section 017300 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
- 4. Section 017700 "Closeout Procedures" for coordinating closeout of the Contract.
- 5. Section 019113 "General Commissioning Requirements" for coordinating the Work with Owner's Commissioning Authority.

### 1.3 DEFINITIONS

A. RFI: Request for Information. Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

### 1.4 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
  - 1. Name, address, telephone number, and email address of entity performing subcontract or supplying products.
  - 2. Number and title of related Specification Section(s) covered by subcontract.
  - 3. Drawing number and detail references, as appropriate, covered by subcontract.
- B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses, cellular telephone numbers, and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.
  - 1. Post copies of list in Project meeting room, in temporary field office, and in prominent location in built facility. Keep list current at all times.

### 1.5 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included in different Sections that depend on each other for proper installation, connection, and operation.
  - 1. Schedule construction operations in sequence required to obtain the best results, where installation of one part of the Work depends on installation of other components, before or after its own installation.
  - 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
  - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Coordination of Multiple Contracts: Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its own operations with operations included in different Sections that depend on each other for proper installation, connection, and operation.
  - 1. Schedule construction operations in sequence required to obtain the best results, where installation of one part of the Work depends on installation of other components, before or after its own installation.
  - 2. Coordinate installation of different components with other contractors to ensure maximum performance and accessibility for required maintenance, service, and repair.
  - 3. Make adequate provisions to accommodate items scheduled for later installation.

- C. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
  - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and scheduled activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
  - 1. Preparation of Contractor's construction schedule.
  - 2. Preparation of the schedule of values.
  - 3. Installation and removal of temporary facilities and controls.
  - 4. Delivery and processing of submittals.
  - 5. Progress meetings.
  - 6. Preinstallation conferences.
  - 7. Project closeout activities.
  - 8. Startup and adjustment of systems.

#### 1.6 COORDINATION DRAWINGS

- A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely indicated on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
  - 1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
    - a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
    - b. Coordinate the addition of trade-specific information to coordination drawings by multiple contractors in a sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.
    - c. Indicate functional and spatial relationships of components of architectural, structural, civil, HVAC, and electrical systems.
    - d. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
    - e. Show location and size of access doors required for access to concealed dampers, valves, and other controls.
    - f. Indicate required installation sequences.
    - g. Indicate dimensions shown on Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements.

Provide alternative sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

- B. Coordination Drawing Organization: Organize coordination drawings as follows:
  - 1. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and HVAC, plumbing, fire-protection, fire-alarm, and electrical Work. Show locations of visible ceiling-mounted devices relative to acoustical ceiling grid. Supplement plan drawings with section drawings where required to adequately represent the Work.
  - 2. Plenum Space: Indicate subframing for support of ceiling and wall systems, HVAC and electrical equipment, and related Work. Locate components within plenums to accommodate layout of light fixtures and other components indicated on Drawings. Indicate areas of conflict between light fixtures and other components.
  - 3. Mechanical Rooms: Provide coordination drawings for mechanical rooms, showing plans and elevations of HVAC, plumbing, fire-protection, fire-alarm, and electrical equipment.
  - 4. Structural Penetrations: Indicate penetrations and openings required for all disciplines.
  - Slab Edge and Embedded Items: Indicate slab edge locations and sizes and locations of embedded items for metal fabrications, sleeves, anchor bolts, bearing plates, angles, door floor closers, slab depressions for floor finishes, curbs and housekeeping pads, and similar items.
  - 6. HVAC and Plumbing Work: Show the following:
    - a. Sizes and bottom elevations of ductwork, piping, and conduit runs, including insulation, bracing, flanges, and support systems.
    - b. Dimensions of major components, such as dampers, valves, diffusers, access doors, cleanouts and electrical distribution equipment.
    - c. Fire-rated enclosures around ductwork.
  - 7. Electrical Work: Show the following:
    - a. Runs of vertical and horizontal conduit 1-1/4 inches (32 mm) in diameter and larger.
    - b. Light fixture, exit light, emergency battery pack, smoke detector, and other firealarm locations.
    - c. Panel board, switchboard, switchgear, transformer, busway, generator, and motor-control center locations.
    - d. Location of pull boxes and junction boxes, dimensioned from column center lines.
  - 8. Fire-Protection System: Show the following:
    - a. Locations of standpipes, mains piping, branch lines, pipe drops, and sprinkler heads.
  - 9. Review: Architect will review coordination drawings to confirm that, in general, the Work is being coordinated, but not for the details of the coordination, which are Contractor's responsibility. If Architect determines that coordination drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, Architect will so inform Contractor, who shall make suitable modifications and resubmit.

- C. Coordination Drawing Process: Prepare coordination drawings in the following manner:
  - 1. Schedule submittal and review of Fire Sprinkler, Plumbing, HVAC, and Electrical Shop Drawings to make required changes prior to preparation of coordination drawings.
  - 2. Commence routing of coordination drawing files with HVAC Installer, who will provide drawing plan files denoting approved ductwork. HVAC Installer will locate ductwork and piping on a single layer, using orange color. Forward drawings to Plumbing Installer.
  - 3. Plumbing Installer will locate plumbing and equipment on a single layer, using blue color.
  - 4. Fire Sprinkler Installer will locate piping and equipment, using red color. Fire Sprinkler Installer shall forward drawing files to Electrical Installer.
  - 5. Electrical Installer will indicate service and feeder conduit runs and equipment in green color. Electrical Installer shall forward drawing files to Communications and Electronic Safety and Security Installer.
  - 6. Communications and Electronic Safety and Security Installer will indicate cable trays and cabling runs and equipment in purple color. Communications and Electronic Safety and Security Installer shall forward completed drawing files to Contractor.
  - 7. Contractor shall perform the final coordination review. As each coordination drawing is completed, Contractor will meet with Architect to review and resolve conflicts on the coordination drawings.
- D. Coordination Digital Data Files: Prepare coordination digital data files according to the following requirements:
  - 1. File Preparation Format:
    - a. Same digital data software program, version, and operating system as original Drawings.
  - 2. File Submittal Format: Submit or post coordination drawing files using PDF format.
  - 3. Architect will furnish Contractor one set of digital data files of Drawings for use in preparing coordination digital data files.
    - a. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Drawings.
    - b. Contractor shall execute a data licensing agreement in the form of CAD File Release Form.

## 1.7 REQUEST FOR INFORMATION (RFI)

- A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
  - 1. Architect will return without response those RFIs submitted to Architect by other entities controlled by Contractor.
  - 2. Coordinate and submit RFIs in a prompt manner to avoid delays in Contractor's work or work of subcontractors.

- 1. Project name.
- 2. Owner name.
- 3. Owner's Project number.
- 4. Name of Architect.
- 5. Architect's Project number.
- 6. Date.
- 7. Name of Contractor.
- 8. RFI number, numbered sequentially.
- 9. RFI subject.
- 10. Specification Section number and title and related paragraphs, as appropriate.
- 11. Drawing number and detail references, as appropriate.
- 12. Field dimensions and conditions, as appropriate.
- 13. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
- 14. Contractor's signature.
- 15. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
  - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI Forms: Software-generated form with substantially the same content as indicated above, acceptable to Architect, to be provided to Contractor.
  - 1. Attachments shall be electronic files in PDF format.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow 7 days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
  - 1. The following Contractor-generated RFIs will be returned without action:
    - a. Requests for approval of submittals.
    - b. Requests for approval of substitutions.
    - c. Requests for approval of Contractor's means and methods.
    - d. Requests for coordination information already indicated in the Contract Documents.
    - e. Requests for adjustments in the Contract Time or the Contract Sum.
    - f. Requests for interpretation of Architect's actions on submittals.
    - g. Incomplete RFIs or inaccurately prepared RFIs.
  - 2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt by Architect of additional information.

- 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."
  - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 5 days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Software log with not less than the following:
  - 1. Project name.
  - 2. Name and address of Contractor.
  - 3. Name and address of Architect.
  - 4. RFI number, including RFIs that were returned without action or withdrawn.
  - 5. RFI description.
  - 6. Date the RFI was submitted.
  - 7. Date Architect's response was received.
  - 8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
- F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within three days if Contractor disagrees with response.

## 1.8 DIGITAL PROJECT MANAGEMENT PROCEDURES

- A. Use of Architect's Digital Data Files: Digital data files of Architect's CAD drawings will be provided by Architect for Contractor's use during construction.
  - 1. Digital data files may be used by Contractor in preparing coordination drawings and Project Record Drawings.
  - 2. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Contract Drawings.
  - 3. Contractor shall execute a data licensing agreement in the form of CAD File Release Form, to be provided to Contractor.
    - a. Subcontractors and other parties granted access by Contractor to Architect's digital data files shall execute a data licensing agreement in the form of an Agreement acceptable to Owner and Architect.
- B. PDF Document Preparation: Where PDFs are required to be submitted to Architect, prepare as follows:
  - 1. Assemble complete submittal package into a single indexed file, incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
  - 2. Name file with submittal number or other unique identifier, including revision identifier.

3. Certifications: Where digitally submitted certificates and certifications are required, provide a digital signature with digital certificate on where indicated.

### 1.9 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
  - 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times a minimum of seven days prior to meeting.
  - 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
  - 3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.
- B. Preconstruction Conference: Architect will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.
  - 1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  - 2. Agenda: Discuss items of significance that could affect progress, including the following:
    - a. Responsibilities and personnel assignments.
    - b. Tentative construction schedule.
    - c. Phasing.
    - d. Critical work sequencing and long lead items.
    - e. Designation of key personnel and their duties.
    - f. Lines of communications.
    - g. Use of web-based Project software.
    - h. Procedures for processing field decisions and Change Orders.
    - i. Procedures for RFIs.
    - j. Procedures for testing and inspecting.
    - k. Procedures for processing Applications for Payment.
    - 1. Distribution of the Contract Documents.
    - m. Submittal procedures.
    - n. Preparation of Record Documents.
    - o. Use of the premises.
    - p. Work restrictions.
    - q. Working hours.
    - r. Owner's occupancy requirements.
    - s. Responsibility for temporary facilities and controls.
    - t. Procedures for moisture and mold control.
    - u. Procedures for disruptions and shutdowns.
    - v. Construction waste management and recycling.
    - w. Parking availability.

- x. Office, work, and storage areas.
- y. Equipment deliveries and priorities.
- z. First aid.
- aa. Security.
- bb. Progress cleaning.
- 3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity when required by other Sections and when required for coordination with other construction.
  - 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
  - 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
    - a. Contract Documents.
    - b. Options.
    - c. Related RFIs.
    - d. Related Change Orders.
    - e. Purchases.
    - f. Deliveries.
    - g. Submittals.
    - h. Possible conflicts.
    - i. Compatibility requirements.
    - j. Time schedules.
    - k. Weather limitations.
    - 1. Manufacturer's written instructions.
    - m. Warranty requirements.
    - n. Compatibility of materials.
    - o. Acceptability of substrates.
    - p. Temporary facilities and controls.
    - q. Space and access limitations.
    - r. Regulations of authorities having jurisdiction.
    - s. Testing and inspecting requirements.
    - t. Installation procedures.
    - u. Coordination with other work.
    - v. Required performance results.
    - w. Protection of adjacent work.
    - x. Protection of construction and personnel.
  - 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
  - 4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.

- 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Project Closeout Conference: Schedule and conduct a project closeout conference, at a time convenient to Owner and Architect, but no later than 30 days prior to the scheduled date of Substantial Completion.
  - 1. Conduct the conference to review requirements and responsibilities related to Project closeout.
  - 2. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
  - 3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
    - a. Preparation of Record Documents.
    - b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
    - c. Procedures for completing and archiving web-based Project software site data files.
    - d. Submittal of written warranties.
    - e. Requirements for preparing operations and maintenance data.
    - f. Requirements for delivery of material samples, attic stock, and spare parts.
    - g. Requirements for demonstration and training.
    - h. Preparation of Contractor's punch list.
    - i. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
    - j. Submittal procedures.
    - k. Coordination of separate contracts.
    - 1. Owner's partial occupancy requirements.
    - m. Installation of Owner's furniture, fixtures, and equipment.
    - n. Responsibility for removing temporary facilities and controls.
  - 4. Minutes: Entity conducting meeting will record and distribute meeting minutes.
- E. Progress Meetings: Conduct progress meetings at bi-weekly intervals.
  - 1. Coordinate dates of meetings with preparation of payment requests.
  - 2. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
  - 3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

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- Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
  - 1) Review schedule for next period.
- b. Review present and future needs of each entity present, including the following:
  - 1) Interface requirements.
  - Sequence of operations. 2)
  - Status of submittals. 3)
  - 4) Deliveries.
  - Off-site fabrication. 5)
  - Access. 6)
  - 7) Site use.
  - 8) Temporary facilities and controls.
  - Progress cleaning. 9)
  - 10) Quality and work standards.
  - Status of correction of deficient items. 11)
  - 12) Field observations.
  - Status of RFIs. 13)
  - Status of Proposal Requests. 14)
  - Pending changes. 15)
  - Status of Change Orders. 16)
  - 17) Pending claims and disputes.
  - 18) Documentation of information for payment requests.
- 4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
  - Schedule Updating: Revise Contractor's construction schedule after each progress meeting, where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.
- Coordination Meetings: Conduct Project coordination meetings at biweekly intervals. Project F. coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.
  - 1. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meetings shall be familiar with Project and authorized to conclude matters relating to the Work.
  - 2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

- a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to combined Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
- b. Schedule Updating: Revise combined Contractor's construction schedule after each coordination meeting, where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
- c. Review present and future needs of each contractor present, including the following:
  - 1) Interface requirements.
  - 2) Sequence of operations.
  - 3) Status of submittals.
  - 4) Deliveries.
  - 5) Off-site fabrication.
  - 6) Access.
  - 7) Site use.
  - 8) Temporary facilities and controls.
  - 9) Work hours.
  - 10) Hazards and risks.
  - 11) Progress cleaning.
  - 12) Quality and work standards.
  - 13) Status of RFIs.
  - 14) Proposal Requests.
  - 15) Change Orders.
  - 16) Pending changes.
- 3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

# SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

#### PART 1 - GENERAL

## 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
  - 1. Startup construction schedule.
  - 2. Contractor's Construction Schedule.
  - 3. Construction schedule updating reports.
  - 4. Daily construction reports.
  - 5. Material location reports.
  - 6. Site condition reports.
  - 7. Unusual event reports.

## B. Related Requirements:

- 1. Section 011200 "Multiple Contract Summary" for preparing a combined Contractor's Construction Schedule.
- 2. Section 012900 "Payment Procedures" for schedule of values and requirements for use of cost-loaded schedule for Applications for Payment.
- 3. Section 014000 "Quality Requirements" for schedule of tests and inspections.

## 1.2 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction Project. Activities included in a construction schedule consume time and resources.
  - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
  - 2. Predecessor Activity: An activity that precedes another activity in the network.
  - 3. Successor Activity: An activity that follows another activity in the network.
- B. Cost Loading: The allocation of the schedule of values for completing an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum.
- C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine the critical path of Project and when activities can be performed.
- D. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- E. Event: The starting or ending point of an activity.

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- F. Float: The measure of leeway in starting and completing an activity.
  - 1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
  - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
  - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- G. Resource Loading: The allocation of labor and equipment necessary for completing an activity as scheduled.

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
  - 1. Working electronic copy of schedule file.
  - 2. PDF file.
- B. Startup construction schedule.
- C. Startup Network Diagram: Of size required to display entire network for entire construction period. Show logic ties for activities.
- D. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
  - 1. Submit a working digital copy of schedule, using software indicated, and labeled to comply with requirements for submittals.
- E. CPM Reports: Concurrent with CPM schedule, submit each of the following reports. Format for each activity in reports to contain activity number, activity description, cost and resource loading, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.
  - 1. Activity Report: List of activities sorted by activity number and then early start date, or actual start date if known.
  - 2. Logic Report: List of preceding and succeeding activities for each activity, sorted in ascending order by activity number and then by early start date, or actual start date if known.
  - 3. Total Float Report: List of activities sorted in ascending order of total float.
  - 4. Earnings Report: Compilation of Contractor's total earnings from the Notice to Proceed until most recent Application for Payment.
- F. Construction Schedule Updating Reports: Submit with Applications for Payment.
- G. Daily Construction Reports: Submit at weekly intervals.
- H. Material Location Reports: Submit at monthly intervals.

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- I. Site Condition Reports: Submit at time of discovery of differing conditions.
- J. Unusual Event Reports: Submit at time of unusual event.
- K. Qualification Data: For scheduling consultant.

## 1.4 QUALITY ASSURANCE

- A. Prescheduling Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Project Management and Coordination." Review methods and procedures related to the preliminary construction schedule and Contractor's Construction Schedule, including, but not limited to, the following:
  - 1. Review software limitations and content and format for reports.
  - 2. Verify availability of qualified personnel needed to develop and update schedule.
  - 3. Discuss constraints, including work stages, area separations, interim milestones, and partial Owner occupancy.
  - 4. Review delivery dates for Owner-furnished products.
  - 5. Review schedule for work of Owner's separate contracts.
  - 6. Review submittal requirements and procedures.
  - 7. Review time required for review of submittals and resubmittals.
  - 8. Review requirements for tests and inspections by independent testing and inspecting agencies.
  - 9. Review time required for Project closeout and Owner startup procedures, including commissioning activities.
  - 10. Review and finalize list of construction activities to be included in schedule.
  - 11. Review procedures for updating schedule.

### 1.5 COORDINATION

- A. Coordinate Contractor's Construction Schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests, and other required schedules and reports.
  - 1. Secure time commitments for performing critical elements of the Work from entities involved.
  - 2. Coordinate each construction activity in the network with other activities, and schedule them in proper sequence.

## 1.6 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.
  - 1. Use Microsoft Project, Primavera, or other acceptable scheduling s for current Windows operating system.

- B. Time Frame: Extend schedule from date established for the Notice of Award to date of Final Completion.
  - 1. Contract completion date to not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- C. Activities: Treat each floor or separate area as a separate numbered activity for each main element of the Work. Comply with the following:
  - 1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
  - 2. Temporary Facilities: Indicate start and completion dates for the following as applicable:
    - a. Securing of approvals and permits required for performance of the Work.
    - b. Temporary facilities.
    - c. Construction of mock-ups, prototypes and samples.
    - d. Owner interfaces and furnishing of items.
    - e. Interfaces with Separate Contracts.
    - f. Regulatory agency approvals.
    - g. Punch list.
  - 3. Procurement Activities: Include procurement process activities for the following long lead-time items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
    - a. Major HVAC Equipment.
    - b. Structural Steel Package.
    - c. Major Electrical Equipment & Materials.
  - 4. Submittal Review Time: Include review and resubmittal times indicated in Section 013300 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with submittal schedule.
  - 5. Startup and Testing Time: Include no fewer than 15 days for startup and testing.
  - 6. Commissioning Time: Include no fewer than 15 days for commissioning.
  - 7. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
  - 8. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and Final Completion.
- D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
  - 1. Phasing: Arrange list of activities on schedule by phase.
  - 2. Work under More Than One Contract: Include a separate activity for each contract.
  - 3. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Section 011000 "Summary." Delivery dates indicated stipulate the earliest possible delivery date.

- 4. Work Restrictions: Show the effect of the following items on the schedule:
  - a. Coordination with existing construction.
  - b. Limitations of continued occupancies.
  - c. Uninterruptible services.
  - d. Partial occupancy before Substantial Completion.
  - e. Use-of-premises restrictions.
  - f. Provisions for future construction.
  - g. Seasonal variations.
  - h. Environmental control.
- 5. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
  - a. Subcontract awards.
  - b. Submittals.
  - c. Purchases.
  - d. Fabrication.
  - e. Deliveries.
  - f. Installation.
  - g. Tests and inspections.
  - h. Curing.
  - i. Building flush-out.
  - j. Startup and placement into final use and operation.
  - k. Commissioning.
- 6. Construction Areas: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
  - a. Structural completion.
  - b. Temporary enclosure and space conditioning.
  - c. Permanent space enclosure.
  - d. Completion of HVAC installation.
  - e. Completion of electrical installation.
  - f. Substantial Completion.
- E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion.
- F. Cost Correlation: Superimpose a cost correlation timeline, indicating planned and actual costs. On the line, show planned and actual dollar volume of the Work performed as of planned and actual dates used for preparation of payment requests.
  - 1. See Section 012900 "Payment Procedures" for cost reporting and payment procedures.
- G. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
  - 1. Unresolved issues.
  - 2. Unanswered Requests for Information.

- 3. Rejected or unreturned submittals.
- 4. Notations on returned submittals.
- 5. Pending modifications affecting the Work and the Contract Time.
- H. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
  - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
  - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
  - 3. As the Work progresses, indicate Final Completion percentage for each activity.
- I. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, equipment required to achieve compliance, and date by which recovery will be accomplished.
- J. Distribution: Distribute copies of approved schedule to Architect, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
  - 1. Post copies in Project meeting rooms and temporary field offices.
  - 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

# 1.7 STARTUP CONSTRUCTION SCHEDULE

- A. Gantt-Chart Schedule: Submit startup, horizontal, Gantt-chart-type construction schedule within 7 days of date established for the Notice of Award.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first 90 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

# 1.8 GANTT-CHART SCHEDULE REQUIREMENTS

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's Construction Schedule within 30 days of date established for commencement of the Work.
  - 1. Base schedule on the startup construction schedule and additional information received since the start of Project.

- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
  - 1. For construction activities that require three months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

### 1.9 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
  - 1. List of subcontractors at Project site.
  - 2. List of separate contractors at Project site.
  - 3. Approximate count of personnel at Project site.
  - 4. Equipment at Project site.
  - 5. Material deliveries.
  - 6. High and low temperatures and general weather conditions, including presence of rain or snow.
  - 7. Testing and inspection.
  - 8. Accidents.
  - 9. Meetings and significant decisions.
  - 10. Unusual events.
  - 11. Stoppages, delays, shortages, and losses.
  - 12. Meter readings and similar recordings.
  - 13. Emergency procedures.
  - 14. Orders and requests of authorities having jurisdiction.
  - 15. Change Orders received and implemented.
  - 16. Construction Change Directives received and implemented.
  - 17. Services connected and disconnected.
  - 18. Equipment or system tests and startups.
  - 19. Partial completions and occupancies.
  - 20. Substantial Completions authorized.
- B. Material Location Reports: At monthly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List to be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site. Indicate the following categories for stored materials:
  - 1. Material stored prior to previous report and remaining in storage.
  - 2. Material stored prior to previous report and since removed from storage and installed.
  - 3. Material stored following previous report and remaining in storage.
- C. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.
- D. Unusual Event Reports: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain

of events, persons participating, responses by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

1. Submit unusual event reports directly to Owner within one day of an occurrence. Distribute copies of report to parties affected by the occurrence.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013200

### PART 1 - GENERAL

# 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
  - 1. Preconstruction photographs.
  - 2. Concealed Work photographs.
  - 3. Periodic construction photographs.
  - 4. Time-lapse sequence construction photographs.
  - 5. Final Completion construction photographs.
  - 6. Preconstruction video recordings.
  - 7. Periodic construction video recordings.
  - 8. Time-lapse sequence construction video recordings.
  - 9. Construction webcam.

# B. Related Requirements:

- 1. Section 017700 "Closeout Procedures" for submitting photographic documentation as Project Record Documents at Project closeout.
- 2. Section 017900 "Demonstration" and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel.

# 1.2 INFORMATIONAL SUBMITTALS

- A. Key Plan: Submit key plan of Project site and building with notation of vantage points marked for location and direction of each photograph and video recording. Indicate elevation or story of construction. Include same information as corresponding photographic documentation.
- B. Digital Photographs: Submit image files within three days of taking photographs.
  - 1. Submit photos by uploading to web-based Project management software site. Include copy of key plan indicating each photograph's location and direction.
  - 2. Identification: Provide the following information with each image description in file metadata tag:
    - a. Name of Project.
    - b. Name and contact information for photographer.
    - c. Name of Architect.
    - d. Name of Contractor.
    - e. Date photograph was taken.
    - f. Description of location, vantage point, and direction.
    - g. Unique sequential identifier keyed to accompanying key plan.
- C. Video Recordings: Submit video recordings within seven days of recording.

- 1. Submit video recordings by uploading to web-based Project management software site. Include copy of key plan indicating each video's location and direction.
- 2. Identification: With each submittal, provide the following information in file metadata tag:
  - a. Name of Project.
  - b. Name and contact information for photographer.
  - c. Name of Architect.
  - d. Name of Contractor.
  - e. Date video recording was recorded.
  - f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.

### 1.3 FORMATS AND MEDIA

- A. Digital Photographs: Provide color images in JPG format, produced by a digital camera with minimum sensor size of 12 megapixels, and at an image resolution of not less than 3200 by 2400 pixels, and with vibration-reduction technology. Use flash in low light levels or backlit conditions.
- B. Digital Video Recordings: Provide high-resolution, digital video in MPEG format, produced by a digital camera with minimum sensor resolution of 12 megapixels and capable of recording in full high-definition mode with vibration-reduction technology. Provide supplemental lighting in low light levels or backlit conditions.
- C. Digital Images: Submit digital media as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
- D. Metadata: Record accurate date and time and GPS location data from camera.
- E. File Names: Name media files with date and sequential numbering suffix.

## 1.4 CONSTRUCTION PHOTOGRAPHS

- A. Photographer: Engage a qualified photographer to take construction photographs.
- B. General: Take photographs with maximum depth of field and in focus.
  - 1. Maintain key plan with each set of construction photographs that identifies each photographic location.
- C. Concealed Work Photographs: Before proceeding with installing work that will conceal other work, take photographs sufficient in number, with annotated descriptions, to record nature and location of concealed Work, including, but not limited to, the following:
  - 1. Underground utilities.
  - 2. Underslab services.
  - 3. Piping.
  - 4. Electrical conduit.

- 5. Waterproofing and weather-resistant barriers.
- D. Periodic Construction Photographs: Take 20 photographs coinciding with the cutoff date associated with each Application for Payment. Select vantage points to show status of construction and progress since last photographs were taken.
- E. Final Completion Construction Photographs: Take 50 photographs after date of Substantial Completion for submission as Project Record Documents. Architect will inform photographer of desired vantage points.
- F. Additional Photographs: Architect may request photographs in addition to periodic photographs specified. Additional photographs will be paid for by Change Order and are not included in the Contract Sum.
  - 1. Three days' notice will be given, where feasible.
  - 2. In emergency situations, take additional photographs within 24 hours of request.
  - 3. Circumstances that could require additional photographs include, but are not limited to, the following:
    - a. Special events planned at Project site.
    - b. Immediate follow-up when on-site events result in construction damage or losses.
    - c. Photographs are to be taken at fabrication locations away from Project site. These photographs are not subject to unit prices or unit-cost allowances.
    - d. Substantial Completion of a major phase or component of the Work.
    - e. Extra record photographs at time of final acceptance.
    - f. Owner's request for special publicity photographs.

# 1.5 CONSTRUCTION VIDEO RECORDINGS

A. Video Recording Photographer: Engage a qualified videographer to record construction video recordings.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013233

### SECTION 013300 - SUBMITTAL PROCEDURES

#### PART 1 - GENERAL

# 1.1 SUMMARY

#### A. Section Includes:

- 1. Submittal schedule requirements.
- 2. Administrative and procedural requirements for submittals.

# B. Related Requirements:

- 1. Section 012900 "Payment Procedures" for submitting Applications for Payment and the schedule of values.
- 2. Section 013100 "Project Management and Coordination" for submitting coordination drawings and subcontract list and for requirements for web-based Project software.
- 3. Section 013200 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
- 4. Section 013233 "Photographic Documentation" for submitting preconstruction photographs, periodic construction photographs, and Final Completion construction photographs.
- 5. Section 014000 "Quality Requirements" for submitting test and inspection reports, and schedule of tests and inspections.
- 6. Section 017700 "Closeout Procedures" for submitting closeout submittals and maintenance material submittals.
- 7. Section 017823 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
- 8. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
- 9. Section 017900 "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel.

## 1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

# 1.3 SUBMITTAL SCHEDULE

- A. Submittal Schedule: Submit, as an action submittal, a list of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.
  - 1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
  - 2. Initial Submittal Schedule: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
  - 3. Final Submittal Schedule: Submit concurrently with the first complete submittal of Contractor's construction schedule.
    - a. Submit revised submittal schedule as required to reflect changes in current status and timing for submittals.
  - 4. Format: Arrange the following information in a tabular format:
    - a. Scheduled date for first submittal.
    - b. Specification Section number and title.
    - c. Submittal Category: Action; informational.
    - d. Name of subcontractor.
    - e. Description of the Work covered.
    - f. Scheduled date for Architect's final release or approval.
    - g. Scheduled dates for purchasing.
    - h. Scheduled date of fabrication.
    - i. Scheduled dates for installation.
    - i. Activity or event number.

#### 1.4 SUBMITTAL FORMATS

- A. Submittal Information: Include the following information in each submittal:
  - 1. Project name.
  - 2. Date.
  - 3. Name of Architect.
  - 4. Name of Contractor.
  - 5. Name of firm or entity that prepared submittal.
  - 6. Names of subcontractor, manufacturer, and supplier.
  - 7. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier and alphanumeric suffix for resubmittals.
  - 8. Category and type of submittal.
  - 9. Submittal purpose and description.
  - 10. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
  - 11. Drawing number and detail references, as appropriate.

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- 12. Indication of full or partial submittal.
- Location(s) where product is to be installed, as appropriate. 13.
- 14. Other necessary identification.
- 15. Remarks.
- 16. Signature of transmitter.
- B. Options: Identify options requiring selection by Architect.
- C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Architect on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.
  - Additional Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
  - 2. Transmittal for Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using AIA Document G810 transmittal form.
- D. Electronic Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number.

#### 1.5 SUBMITTAL PROCEDURES

- A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
  - 1. Email: Prepare submittals as PDF package and transmit to Architect by sending via email. Include PDF transmittal form. Include information in email subject line as requested by Architect.
    - Architect will return annotated file. Annotate and retain one copy of file as a digital Project Record a. Document file.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
  - Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related 1. activities that require sequential activity.
  - 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
  - 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
  - 4. Coordinate transmittal of submittals for related parts of the Work specified in different Sections, so processing will not be delayed because of need to review submittals concurrently for coordination.
    - Architect reserves the right to withhold action on a submittal requiring coordination with other a. submittals until related submittals are received.

- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
  - 1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
  - 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
  - 3. Resubmittal Review: Allow 15 days for review of each resubmittal.
  - 4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 21 days for initial review of each submittal.
    - a. All HVAC, Electrical, Plumbing, Fire Protection, or Telecom-related Submittals
- D. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
  - 1. Note date and content of previous submittal.
  - 2. Note date and content of revision in label or title block, and clearly indicate extent of revision.
  - 3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.
- E. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- F. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

# 1.6 SUBMITTAL REQUIREMENTS

- A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
  - 1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
  - 2. Mark each copy of each submittal to show which products and options are applicable.
  - 3. Include the following information, as applicable:
    - a. Manufacturer's catalog cuts.
    - b. Manufacturer's product specifications.
    - c. Standard color charts.
    - d. Statement of compliance with specified referenced standards.
    - e. Testing by recognized testing agency.
    - f. Application of testing agency labels and seals.
    - g. Notation of coordination requirements.
    - h. Availability and delivery time information.

- 4. For equipment, include the following in addition to the above, as applicable:
  - a. Wiring diagrams that show factory-installed wiring.
  - b. Printed performance curves.
  - c. Operational range diagrams.
  - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
- 5. Submit Product Data before Shop Drawings, and before or concurrently with Samples.
- B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data[unless submittal based on Architect's digital data drawing files is otherwise permitted].
  - 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Identification of products.
    - b. Schedules.
    - c. Compliance with specified standards.
    - d. Notation of coordination requirements.
    - e. Notation of dimensions established by field measurement.
    - f. Relationship and attachment to adjoining construction clearly indicated.
    - g. Seal and signature of professional engineer if specified.
- C. Samples: Submit Samples for review of type, color, pattern, and texture for a check of these characteristics with other materials.
  - 1. Transmit Samples that contain multiple, related components, such as accessories together in one submittal package.
  - 2. Identification: Permanently attach label on unexposed side of Samples that includes the following:
    - a. Project name and submittal number.
    - b. Generic description of Sample.
    - c. Product name and name of manufacturer.
    - d. Sample source.
    - e. Number and title of applicable Specification Section.
    - f. Specification paragraph number and generic name of each item.
  - 3. Email Transmittal: Provide PDF transmittal. Include digital image file illustrating Sample characteristics and identification information for record.
  - 4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
    - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
    - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.

- 5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units, showing the full range of colors, textures, and patterns available.
  - a. Number of Samples: Submit 2 full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
- 6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
  - a. Number of Samples: Submit three sets of Samples. Architect will retain 2 Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a project record Sample.
    - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
    - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- D. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
  - 1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
  - 2. Manufacturer and product name, and model number if applicable.
  - 3. Number and name of room or space.
  - 4. Location within room or space.
- E. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- F. Design Data: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.
- G. Certificates:
  - 1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be

- signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
- 2. Installer Certificates: Submit written statements on manufacturer's letterhead, certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- 3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead, certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- 4. Material Certificates: Submit written statements on manufacturer's letterhead, certifying that material complies with requirements in the Contract Documents.
- 5. Product Certificates: Submit written statements on manufacturer's letterhead, certifying that product complies with requirements in the Contract Documents.
- 6. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of AWS B2.1/B2.1M on AWS forms. Include names of firms and personnel certified.

# H. Test and Research Reports:

- 1. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for substrate preparation and primers required.
- 2. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- 3. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- 4. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- 5. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- 6. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
  - a. Name of evaluation organization.
  - b. Date of evaluation.
  - c. Time period when report is in effect.
  - d. Product and manufacturers' names.
  - e. Description of product.
  - f. Test procedures and results.
  - g. Limitations of use.

# 1.7 DELEGATED DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
  - 1. If criteria indicated are insufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit **digitally signed PDF file** of certificate, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
  - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

### 1.8 CONTRACTOR'S REVIEW

A. Action Submittals and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect[ and Construction Manager].

In "Contractor's Approval" Paragraph below, retain first option for paper submittals and second option for digital submittals.

- B. Contractor's Approval: Indicate Contractor's approval for each submittal with indication in web-based Project management software/tracking spreadsheet/log. Include name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
  - 1. Architect will not review submittals received from Contractor that do not have Contractor's review and approval.

### 1.9 ARCHITECT'S REVIEW

- A. Action Submittals: Architect will review each submittal, indicate corrections or revisions required, and return.
  - 1. PDF Submittals: Architect will indicate, via markup on each submittal, the appropriate action as follows:

On advice of counsel, retain appropriate terms for action stamp, and insert term and explanation of each action taken in first subparagraph below. See example in the Evaluations.

- a. Approved As Noted (AAN).
- b. Returned for Correction (RFC).

- c. Rejected (REJ).
- d. For Record Only (FRO).
- B. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Architect will discard submittals received from sources other than Contractor.
- F. Submittals not required by the Contract Documents will be returned by Architect without action.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013300

# SECTION 014000 - QUALITY REQUIREMENTS

### PART 1 - GENERAL

### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspection services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - 1. Specific quality-assurance and quality-control requirements for individual work results are specified in their respective Specification Sections. Requirements in individual Sections may also cover production of standard products.
  - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and quality-control procedures that facilitate compliance with the Contract Document requirements.
  - 3. Requirements for Contractor to provide quality-assurance and quality-control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

### 1.2 DEFINITIONS

- A. Experienced: When used with an entity or individual, "experienced," unless otherwise further described, means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
- B. Field Quality-Control Tests and Inspections: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- C. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, subcontractor, or sub-subcontractor, to perform a particular construction operation, including installation, erection, application, assembly, and similar operations.
  - 1. Use of trade-specific terminology in referring to a Work result does not require that certain construction activities specified apply exclusively to specific trade(s).
- D. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria. Unless otherwise indicated, copies of reports of tests or inspections performed for other than the Project do not meet this definition.

- E. Product Tests: Tests and inspections that are performed by a nationally recognized testing laboratory (NRTL) in accordance with 29 CFR 1910.7, by a testing agency accredited in accordance with NIST's National Voluntary Laboratory Accreditation Program (NVLAP), or by a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- F. Source Quality-Control Tests and Inspections: Tests and inspections that are performed at the source (e.g., plant, mill, factory, or shop).
- G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. The term "testing laboratory" has the same meaning as the term "testing agency."
- H. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work, to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- I. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work, to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Contractor's quality-control services do not include contract administration activities performed by Architect[ or Construction Manager].

#### 1.3 **DELEGATED DESIGN SERVICES**

- Performance and Design Criteria: Where professional design services or certifications by a design A. professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
  - If criteria indicated are not sufficient to perform services or certification required, submit a 1. written request for additional information to Architect.
- В. Delegated Design Services Statement: Submit a statement signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.

#### 1.4 CONFLICTING REQUIREMENTS

- A. Conflicting Standards and Other Requirements: If compliance with two or more standards or requirements is specified and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, inform the Architect regarding the conflict and obtain clarification prior to proceeding with the Work. Refer conflicting requirements that are different, but apparently equal, to Architect for clarification before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified is the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To

comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

# 1.5 ACTION SUBMITTALS

## 1.6 INFORMATIONAL SUBMITTALS

- A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.
- B. Qualification Data: For Contractor's quality-control personnel.
- C. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility submitted to authorities having jurisdiction before starting work on the following systems:
  - 1. Seismic-force-resisting system, designated seismic system, or component listed in the Statement of Special Inspections.
  - 2. Primary wind-force-resisting system or a wind-resisting component listed in the Statement of Special Inspections.
- D. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- E. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
  - 1. Specification Section number and title.
  - 2. Entity responsible for performing tests and inspections.
  - 3. Description of test and inspection.
  - 4. Identification of applicable standards.
  - 5. Identification of test and inspection methods.
  - 6. Number of tests and inspections required.
  - 7. Time schedule or time span for tests and inspections.
  - 8. Requirements for obtaining samples.
  - 9. Unique characteristics of each quality-control service.
- F. Reports: Prepare and submit certified written reports and documents as specified.
- G. Permits, Licenses, and Certificates: For Owner's record, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents established for compliance with standards and regulations bearing on performance of the Work.

# 1.7 CONTRACTOR'S QUALITY-CONTROL PLAN

- A. Quality-Control Plan, General: Submit quality-control plan within ten days of Notice to Proceed, and not less than five days prior to preconstruction conference. Submit in format acceptable to Architect. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities and to coordinate Owner's quality-assurance and quality-control activities. Coordinate with Contractor's Construction Schedule.
- B. Quality-Control Personnel Qualifications: Engage qualified personnel trained and experienced in managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for Project.
  - 1. Project quality-control manager does not have other Project responsibilities.
- C. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.
- D. Testing and Inspection: In quality-control plan, include a comprehensive schedule of Work requiring testing or inspection, including the following:
  - Contractor-performed tests and inspections, including subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected tests and inspections. Distinguish source quality-control tests and inspections from field quality-control tests and inspections.
  - 2. Special inspections required by authorities having jurisdiction and indicated on the Statement of Special Inspections.
  - 3. Owner-performed tests and inspections indicated in the Contract Documents, including tests and inspections indicated to be performed by Commissioning Authority.
- E. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring the Work into compliance with standards of workmanship established by Contract requirements and approved mockups.
- F. Monitoring and Documentation: Maintain testing and inspection reports, including log of approved and rejected results. Include Work Architect has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming Work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

### 1.8 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
  - 1. Date of issue.
  - 2. Project title and number.

- 3. Name, address, telephone number, and email address of testing agency.
- 4. Dates and locations of samples and tests or inspections.
- 5. Names of individuals making tests and inspections.
- 6. Description of the Work and test and inspection method.
- 7. Identification of product and Specification Section.
- 8. Complete test or inspection data.
- 9. Test and inspection results and an interpretation of test results.
- 10. Record of temperature and weather conditions at time of sample-taking and testing and inspection.
- 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
- 12. Name and signature of laboratory inspector.
- 13. Recommendations on retesting and reinspecting.
- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
  - 1. Name, address, telephone number, and email address of technical representative making report.
  - 2. Statement on condition of substrates and their acceptability for installation of product.
  - 3. Statement that products at Project site comply with requirements.
  - 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
  - 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  - 6. Statement of whether conditions, products, and installation will affect warranty.
  - 7. Other required items indicated in individual Specification Sections.
- C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
  - 1. Name, address, telephone number, and email address of factory-authorized service representative making report.
  - 2. Statement that equipment complies with requirements.
  - 3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  - 4. Statement of whether conditions, products, and installation will affect warranty.
  - 5. Other required items indicated in individual Specification Sections.

# 1.9 QUALITY ASSURANCE

- A. Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units. As applicable, procure products

- from manufacturers able to meet qualification requirements, warranty requirements, and technical or factory-authorized service representative requirements.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, applying, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that is similar in material, design, and extent to those indicated for this Project.
- F. Specialists: Certain Specification Sections require that specific construction activities be performed by entities who are recognized experts in those operations. Specialists will satisfy qualification requirements indicated and engage in the activities indicated.
  - 1. Requirements of authorities having jurisdiction supersede requirements for specialists.
- G. Testing and Inspecting Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspection indicated, as documented in accordance with ASTM E329, and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
- H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect, demonstrate, repair, and perform service on installations of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- J. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
  - 1. Contractor's Responsibilities:
    - a. Provide test specimens representative of proposed products and construction.
    - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.

- c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
- d. When testing is complete, remove test specimens and test assemblies; do not reuse products on Project.
- 2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, with copy to Contractor. Interpret tests and inspections, and state in each report whether tested and inspected Work complies with or deviates from the Contract Documents.

# 1.10 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
  - 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspection they are engaged to perform.
  - 2. Costs for retesting and reinspecting construction that replaces or is necessitated by Work that failed to comply with the Contract Documents will be charged to Contractor.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities, whether specified or not, to verify and document that the Work complies with requirements.
  - 1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
  - 2. Engage a qualified testing agency to perform quality-control services.
    - a. Contractor will not employ same entity engaged by Owner, unless agreed to in writing by Owner.
  - 3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspection will be performed.
  - 4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  - 5. Testing and inspection requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  - 6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- D. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.

- 1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
- 2. Determine the locations from which test samples will be taken and in which in-situ tests are conducted.
- 3. Conduct and interpret tests and inspections, and state in each report whether tested and inspected Work complies with or deviates from requirements.
- 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
- 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
- 6. Do not perform duties of Contractor.
- E. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 013300 "Submittal Procedures."
- F. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- G. Contractor's Associated Requirements and Services: Cooperate with agencies and representatives performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
  - 1. Access to the Work.
  - 2. Incidental labor and facilities necessary to facilitate tests and inspections.
  - 3. Adequate quantities of representative samples of materials that require testing and inspection. Assist agency in obtaining samples.
  - 4. Facilities for storage and field curing of test samples.
  - 5. Delivery of samples to testing agencies.
  - 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
  - 7. Security and protection for samples and for testing and inspection equipment at Project site.
- H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspection.
  - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- I. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents as a component of Contractor's quality-control plan. Coordinate and submit concurrently with Contractor's Construction Schedule. Update and submit with each Application for Payment.

- 1. Schedule Contents: Include tests, inspections, and quality-control services, including Contractor- and Owner-retained services, commissioning activities, and other Project-required services paid for by other entities.
- 2. Distribution: Distribute schedule to Owner, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

# 1.11 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Owner will engage a qualified testing agency special inspector to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, and as follows:
  - 1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures, and reviewing the completeness and adequacy of those procedures to perform the Work.
  - 2. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
  - 3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
  - 4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
  - 5. Interpreting tests and inspections, and stating in each report whether tested and inspected Work complies with or deviates from the Contract Documents.
  - 6. Retesting and reinspecting corrected Work.

### PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

## 3.1 TEST AND INSPECTION LOG

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
  - 1. Date test or inspection was conducted.
  - 2. Description of the Work tested or inspected.
  - 3. Date test or inspection results were transmitted to Architect.
  - 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's and authorities' having jurisdiction reference during normal working hours.
  - 1. Submit log at Project closeout as part of Project Record Documents.

## 3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspection, sample-taking, and similar services, repair damaged construction and restore substrates and finishes.
  - 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

### SECTION 014200 - REFERENCES

### PART 1 - GENERAL

# 1.1 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms, including "requested," "authorized," "selected," "required," and "permitted," have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms, including "shown," "noted," "scheduled," and "specified," have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

## 1.2 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
  - 1. For standards referenced by applicable building codes, comply with dates of standards as listed in building codes.

- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
  - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

### 1.3 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they are to mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."
  - 1. AABC Associated Air Balance Council; www.aabc.com.
  - 2. AAMA American Architectural Manufacturers Association; (see FGIA).
  - 3. AAPFCO Association of American Plant Food Control Officials; <a href="www.aapfco.org">www.aapfco.org</a>.
  - 4. AASHTO American Association of State Highway and Transportation Officials; www.transportation.org.
  - 5. AATCC American Association of Textile Chemists and Colorists; www.aatcc.org.
  - 6. ABMA American Bearing Manufacturers Association; <u>www.americanbearings.org</u>.
  - 7. ABMA American Boiler Manufacturers Association; <u>www.abma.com</u>.
  - 8. ACI American Concrete Institute; <u>www.concrete.org</u>.
  - 9. ACP American Clean Power; (Formerly: American Wind Energy Association); www.cleanpower.org.
  - 10. ACPA American Concrete Pipe Association; www.concretepipe.org.
  - 11. AEIC Association of Edison Illuminating Companies, Inc. (The); www.aeic.org.
  - 12. AF&PA American Forest & Paper Association; www.afandpa.org.
  - 13. AGA American Gas Association; www.aga.org.
  - 14. AHAM Association of Home Appliance Manufacturers; www.aham.org.
  - 15. AHRI Air-Conditioning, Heating, and Refrigeration Institute (The); www.ahrinet.org.
  - 16. AI Asphalt Institute; www.asphaltinstitute.org.
  - 17. AIA American Institute of Architects (The); www.aia.org.
  - 18. AISC American Institute of Steel Construction; www.aisc.org.
  - 19. AISI American Iron and Steel Institute; www.steel.org.
  - 20. AITC American Institute of Timber Construction; (see PLIB).
  - 21. AMCA Air Movement and Control Association International, Inc.; www.amca.org.
  - 22. AMPP Association for Materials Protection and Performance; www.ampp.org.
  - 23. ANSI American National Standards Institute; www.ansi.org.
  - 24. AOSA/SCST Association of Official Seed Analysts (The)/Society of Commercial Seed Technologists (The); www.analyzeseeds.com.
  - 25. APA APA The Engineered Wood Association; www.apawood.org.
  - 26. APA Architectural Precast Association; www.archprecast.org.
  - 27. API American Petroleum Institute; www.api.org.
  - 28. ARMA Asphalt Roofing Manufacturers Association; www.asphaltroofing.org.
  - 29. ASA Acoustical Society of America; www.acousticalsociety.org.
  - 30. ASCE American Society of Civil Engineers; www.asce.org.
  - 31. ASCE/SEI American Society of Civil Engineers/Structural Engineering Institute; (see ASCE).

- 32. ASHRAE American Society of Heating, Refrigerating and Air-Conditioning Engineers; www.ashrae.org.
- 33. ASME ASME International; [American Society of Mechanical Engineers (The)]; www.asme.org.
- 34. ASSE ASSE International; (American Society of Sanitary Engineering); <a href="www.asse-plumbing.org">www.asse-plumbing.org</a>.
- 35. ASSP American Society of Safety Professionals; www.assp.org.
- 36. ASTM ASTM International; www.astm.org.
- 37. ATIS Alliance for Telecommunications Industry Solutions; www.atis.org.
- 38. AVIXA Audiovisual and Integrated Experience Association; www.avixa.org.
- 39. AWI Architectural Woodwork Institute; <u>www.awinet.org</u>.
- 40. AWMAC Architectural Woodwork Manufacturers Association of Canada; www.awmac.com.
- 41. AWPA American Wood Protection Association; www.awpa.com.
- 42. AWS American Welding Society; www.aws.org.
- 43. AWWA American Water Works Association; <u>www.awwa.org</u>.
- 44. BHMA Builders Hardware Manufacturers Association; www.buildershardware.com.
- 45. BIA Brick Industry Association (The); <a href="www.gobrick.com">www.gobrick.com</a>.
- 46. BICSI BICSI, Inc.; www.bicsi.org.
- 47. BIFMA Business and Institutional Furniture Manufacturer's Association; www.bifma.org.
- 48. BISSC Baking Industry Sanitation Standards Committee; www.bissc.org.
- 49. BWF Badminton World Federation; www.bwfbadminton.com.
- 50. CARB California Air Resources Board; www.arb.ca.gov.
- 51. CDA Copper Development Association Inc.; www.copper.org.
- 52. CE Conformite Europeenne (European Commission); <u>www.ec.europa.eu/growth/single-market/ce-marking</u>.
- 53. CEA Canadian Electricity Association; www.electricity.ca.
- 54. CFFA Chemical Fabrics and Film Association, Inc.; www.chemicalfabricsandfilm.com.
- 55. CFSEI Cold-Formed Steel Engineers Institute; www.cfsei.org.
- 56. CGA Compressed Gas Association; www.cganet.com.
- 57. CIMA Cellulose Insulation Manufacturers Association; www.cellulose.org.
- 58. CISCA Ceilings & Interior Systems Construction Association; www.cisca.org.
- 59. CISPI Cast Iron Soil Pipe Institute; www.cispi.org.
- 60. CLFMI Chain Link Fence Manufacturers Institute; www.chainlinkinfo.org.
- 61. CPA Composite Panel Association; www.compositepanel.org.
- 62. CRI Carpet and Rug Institute (The); www.carpet-rug.org.
- 63. CRRC Cool Roof Rating Council; www.coolroofs.org.
- 64. CRSI Concrete Reinforcing Steel Institute; www.crsi.org.
- 65. CSA CSA Group; www.csagroup.org.
- 66. CSI Cast Stone Institute; www.caststone.org.
- 67. CSI Construction Specifications Institute (The); www.csiresources.org.
- 68. CSSB Cedar Shake & Shingle Bureau; www.cedarbureau.org.
- 69. CTA Consumer Technology Association; www.cta.tech.
- 70. CTI Cooling Technology Institute; www.coolingtechnology.org.
- 71. DASMA Door and Access Systems Manufacturers Association; www.dasma.com.
- 72. DHA Decorative Hardwoods Association; www.decorativehardwoods.org.
- 73. DHI Door and Hardware Institute; www.dhi.org.
- 74. ECIA Electronic Components Industry Association; www.ecianow.org.
- 75. EIMA EIFS Industry Members Association; www.eima.com.
- 76. EJMA Expansion Joint Manufacturers Association, Inc.; <u>www.ejma.org</u>.

- 77. EOS/ESD EOS/ESD Association, Inc.; Electrostatic Discharge Association; www.esda.org.
- 78. ESTA Entertainment Services and Technology Association; www.esta.org.
- 79. EVO Efficiency Valuation Organization; www.evo-world.org.
- 80. FCI Fluid Controls Institute; www.fluidcontrolsinstitute.org.
- 81. FGIA Fenestration and Glazing Industry Alliance; <a href="https://fgiaonline.org">https://fgiaonline.org</a>.
- 82. FIBA Federation Internationale de Basketball; (The International Basketball Federation); www.fiba.com.
- 83. FIVB Federation Internationale de Volleyball; (The International Volleyball Federation); www.fivb.org.
- 84. FM Approvals FM Approvals LLC; www.fmapprovals.com.
- 85. FM Global FM Global; www.fmglobal.com.
- 86. FRSA Florida Roofing and Sheet Metal Contractors Association, Inc.; www.floridaroof.com.
- 87. FSA Fluid Sealing Association; <u>www.fluidsealing.com</u>.
- 88. FSC Forest Stewardship Council U.S.; www.fscus.org.
- 89. GA Gypsum Association; www.gypsum.org.
- 90. GS Green Seal; www.greenseal.org.
- 91. HI Hydraulic Institute; www.pumps.org.
- 92. HMMA Hollow Metal Manufacturers Association; (see NAAMM).
- 93. IAPSC International Association of Professional Security Consultants; www.iapsc.org.
- 94. IAS International Accreditation Service; <u>www.iasonline.org</u>.
- 95. ICC International Code Council; www.iccsafe.org.
- 96. ICEA Insulated Cable Engineers Association, Inc.; www.icea.net.
- 97. ICPA International Cast Polymer Association (The); www.theicpa.com.
- 98. ICRI International Concrete Repair Institute, Inc.; www.icri.org.
- 99. IEC International Electrotechnical Commission; www.iec.ch.
- 100. IEEE Institute of Electrical and Electronics Engineers, Inc. (The); www.ieee.org.
- 101. IES Illuminating Engineering Society; www.ies.org.
- 102. IEST Institute of Environmental Sciences and Technology; www.iest.org.
- 103. IGMA Insulating Glass Manufacturers Alliance; (see FGIA).
- 104. IGSHPA International Ground Source Heat Pump Association; www.igshpa.org.
- 105. ILI Indiana Limestone Institute of America, Inc.; www.iliai.com.
- 106. Intertek Intertek Group; www.intertek.com.
- 107. ISA International Society of Automation (The); www.isa.org.
- 108. ISFA International Surface Fabricators Association; www.isfanow.org.
- 109. ISO International Organization for Standardization; www.iso.org.
- 110. ITU International Telecommunication Union; www.itu.int.
- 111. KCMA Kitchen Cabinet Manufacturers Association; www.kcma.org.
- 112. LPI Lightning Protection Institute; www.lightning.org.
- 113. MBMA Metal Building Manufacturers Association; www.mbma.com.
- 114. MCA Metal Construction Association; www.metalconstruction.org.
- 115. MFMA Maple Flooring Manufacturers Association, Inc.; www.maplefloor.org.
- 116. MFMA Metal Framing Manufacturers Association, Inc.; www.metalframingmfg.org.
- 117. MHI Material Handling Industry; www.mhi.org.
- 118. MMPA Moulding & Millwork Producers Association; www.wmmpa.com.
- 119. MPI Master Painters Institute; www.paintinfo.com.
- 120. MSS Manufacturers Standardization Society of The Valve and Fittings Industry, Inc.; www.msshq.org.
- 121. NAAMM National Association of Architectural Metal Manufacturers; www.naamm.org.

- 122. NACE NACE International; (National Association of Corrosion Engineers International); (see AMPP).
- 123. NADCA National Air Duct Cleaners Association; www.nadca.com.
- 124. NAIMA North American Insulation Manufacturers Association; <a href="https://www.insulationinstitute.org">www.insulationinstitute.org</a>.
- 125. NALP National Association of Landscape Professionals; www.landscapeprofessionals.org.
- 126. NBGQA National Building Granite Quarries Association, Inc.; www.nbgqa.com.
- 127. NBI New Buildings Institute; www.newbuildings.org.
- 128. NCAA National Collegiate Athletic Association (The); www.ncaa.org.
- 129. NCMA National Concrete Masonry Association; www.ncma.org.
- 130. NEBB National Environmental Balancing Bureau; www.nebb.org.
- 131. NECA National Electrical Contractors Association; www.necanet.org.
- 132. NeLMA Northeastern Lumber Manufacturers Association; www.nelma.org.
- 133. NEMA National Electrical Manufacturers Association; www.nema.org.
- 134. NETA InterNational Electrical Testing Association; www.netaworld.org.
- 135. NFHS National Federation of State High School Associations; www.nfhs.org.
- 136. NFPA National Fire Protection Association; www.nfpa.org.
- 137. NFPA NFPA International; (see NFPA).
- 138. NFRC National Fenestration Rating Council; www.nfrc.org.
- 139. NGA National Glass Association; www.glass.org.
- 140. NHLA National Hardwood Lumber Association; www.nhla.com.
- 141. NLGA National Lumber Grades Authority; www.nlga.org.
- 142. NOFMA National Oak Flooring Manufacturers Association; (see NWFA).
- 143. NOMMA National Ornamental & Miscellaneous Metals Association; www.nomma.org.
- 144. NRCA National Roofing Contractors Association; www.nrca.net.
- 145. NRMCA National Ready Mixed Concrete Association; www.nrmca.org.
- 146. NSF NSF International; www.nsf.org.
- 147. NSI Natural Stone Institute; www.naturalstoneinstitute.org.
- 148. NSPE National Society of Professional Engineers; www.nspe.org.
- 149. NSSGA National Stone, Sand & Gravel Association; www.nssga.org.
- 150. NTMA National Terrazzo & Mosaic Association, Inc. (The); www.ntma.com.
- 151. NWFA National Wood Flooring Association; www.nwfa.org.
- 152. NWRA National Waste & Recycling Association; www.wasterecycling.org.
- 153. PCI Precast/Prestressed Concrete Institute; www.pci.org.
- 154. PDI Plumbing & Drainage Institute; www.pdionline.org.
- 155. PLASA PLASA; www.plasa.org.
- 156. PLIB Pacific Lumber Inspection Bureau; www.plib.org.
- 157. PVCPA Uni-Bell PVC Pipe Association; www.uni-bell.org.
- 158. RCSC Research Council on Structural Connections; www.boltcouncil.org.
- 159. RFCI Resilient Floor Covering Institute; www.rfci.com.
- 160. RIS Redwood Inspection Service; (see WWPA).
- 161. SAE SAE International; www.sae.org.
- 162. SCTE Society of Cable Telecommunications Engineers; www.scte.org.
- 163. SDI Steel Deck Institute; www.sdi.org.
- 164. SDI Steel Door Institute; www.steeldoor.org.
- 165. SEFA Scientific Equipment and Furniture Association (The); www.sefalabs.com.
- 166. SEI/ASCE Structural Engineering Institute/American Society of Civil Engineers; (see ASCE).
- 167. SIA Security Industry Association; www.securityindustry.org.
- 168. SJI Steel Joist Institute; <u>www.steeljoist.org</u>.

- 169. SMA Screen Manufacturers Association; www.smainfo.org.
- 170. SMACNA Sheet Metal and Air Conditioning Contractors' National Association; www.smacna.org.
- 171. SMPTE Society of Motion Picture and Television Engineers; www.smpte.org.
- 172. SPFA Spray Polyurethane Foam Alliance; www.sprayfoam.org.
- 173. SPIB Southern Pine Inspection Bureau; www.spib.org.
- 174. SPRI Single Ply Roofing Industry; www.spri.org.
- 175. SRCC Solar Rating & Certification Corporation; www.solar-rating.org.
- 176. SSINA Specialty Steel Industry of North America; www.ssina.com.
- 177. SSPC SSPC: The Society for Protective Coatings; (see AMPP).
- 178. STI/SPFA Steel Tank Institute/Steel Plate Fabricators Association; www.steeltank.com.
- 179. SWI Steel Window Institute; www.steelwindows.com.
- 180. SWPA Submersible Wastewater Pump Association; www.swpa.org.
- 181. TCA Tilt-Up Concrete Association; www.tilt-up.org.
- 182. TCNA Tile Council of North America, Inc.; www.tcnatile.com.
- 183. TEMA Tubular Exchanger Manufacturers Association, Inc.; www.kbcdco.tema.org.
- 184. TIA Telecommunications Industry Association (The); www.tiaonline.org.
- 185. TMS The Masonry Society; www.masonrysociety.org.
- 186. TPI Truss Plate Institute; www.tpinst.org.
- 187. TPI Turfgrass Producers International; www.turfgrasssod.org.
- 188. TRI Tile Roofing Industry Alliance; www.tileroofing.org.
- 189. UL Underwriters Laboratories Inc.; www.ul.org.
- 190. UL LLC UL LLC; www.ul.com.
- 191. USAV USA Volleyball; www.usavolleyball.org.
- 192. USGBC U.S. Green Building Council; www.usgbc.org.
- 193. USITT United States Institute for Theatre Technology, Inc.; www.usitt.org.
- 194. WA Wallcoverings Association; www.wallcoverings.org.
- 195. WCLIB West Coast Lumber Inspection Bureau; (see PLIB).
- 196. WCMA Window Covering Manufacturers Association; www.wcmanet.org.
- 197. WDMA Window & Door Manufacturers Association; www.wdma.com.
- 198. WI Woodwork Institute; www.woodworkinstitute.com.
- 199. WSRCA Western States Roofing Contractors Association; www.wsrca.com.
- 200. WWPA Western Wood Products Association; www.wwpa.org.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

# SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

# PART 1 - GENERAL

## 1.1 SUMMARY

A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

# B. Related Requirements:

- 1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.
- 2. Section 011200 "Multiple Contract Summary" for responsibilities for temporary facilities and controls for projects utilizing multiple contracts.
- 3. Section 012100 "Allowances" for allowance for metered use of temporary utilities.

### 1.2 USE CHARGES

- A. Installation, removal, and use charges for temporary facilities to be included in the Contract Sum unless otherwise indicated. Allow other entities engaged in the Project to use temporary services and facilities without cost, including, but not limited to Owner's construction forces, Architect, occupants of Project, testing agencies, and authorities having jurisdiction.
- B. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use with metering. Provide connections and extensions of services and metering as required for construction operations.
- C. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use with metering. Provide connections and extensions of services and metering as required for construction operations.
- D. Sewer, Water, and Electric Power Service: Use charges are specified in Section 011200 "Multiple Contract Summary."

# 1.3 INFORMATIONAL SUBMITTALS

- A. Site Utilization Plan: Show temporary facilities, temporary utility lines and connections, staging areas, construction site entrances, vehicle circulation, and parking areas for construction personnel.
- B. Implementation and Termination Schedule: Within 15 days of date established for commencement of the Work, submit schedule indicating implementation and termination dates of each temporary utility.
- C. Project Identification and Temporary Signs: Show fabrication and installation details, including plans, elevations, details, layouts, typestyles, graphic elements, and message content.

- D. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.
- E. Moisture- and Mold-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage and mold. Describe delivery, handling, storage, installation, and protection provisions for materials subject to water absorption or water damage.
  - 1. Indicate procedures for discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and requirements for replacing water-damaged Work.
  - 2. Indicate sequencing of work that requires water, such as sprayed fire-resistive materials, plastering, and terrazzo grinding, and describe plans for dealing with water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.
  - 3. Indicate methods to be used to avoid trapping water in finished work.
- F. Dust- and HVAC-Control Plan: Submit coordination drawing and narrative that indicates the dust- and HVAC-control measures proposed for use, proposed locations, and proposed time frame for their operation. Include the following:
  - 1. Locations of dust-control partitions at each phase of work.
  - 2. HVAC system isolation schematic drawing.
  - 3. Location of proposed air-filtration system discharge.
  - 4. Waste-handling procedures.
  - 5. Other dust-control measures.
- G. Noise and Vibration Control Plan: Identify construction activities that may impact the occupancy and use of existing spaces within the building or adjacent existing buildings, whether occupied by others, or occupied by Owner. Include the following:
  - 1. Methods used to meet the goals and requirements of Owner.
  - 2. Concrete cutting method(s) to be used.
  - 3. Location of construction devices on the site.
  - 4. Show compliance with the use and maintenance of quieted construction devices for the duration of the Project.
  - 5. Indicate activities that may disturb building occupants and that are planned to be performed during non-standard working hours as coordinated with Owner.
  - 6. Indicate locations of sensitive [research] [patient] [equipment] <Insert item> areas or other areas requiring special attention as identified by Owner. Indicate means for complying with Owner's requirements.

# 1.4 QUALITY ASSURANCE

A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
- C. Accessible Temporary Egress: Comply with applicable provisions in ICC A117.1.

### 1.5 PROJECT CONDITIONS

A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

### PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Portable Chain-Link Fencing: Minimum 2-inch (50-mm), 0.148-inch- (3.8-mm-) thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet (1.8 m) high with galvanized-steel pipe posts; minimum 2-3/8-inch- (60-mm-) OD line posts and 2-7/8-inch- (73-mm-) OD corner and pull posts, with 1-5/8-inch- (42-mm-) OD top and bottom rails. Provide galvanized-steel bases for supporting posts.
- B. Fencing Windscreen Privacy Screen: Polyester fabric scrim with grommets for attachment to chain-link fence, sized to height of fence, in color selected by Architect from manufacturer's standard colors.
- C. Polyethylene Sheet: Reinforced, fire-resistive sheet, 10-mil (0.25-mm) minimum thickness, with flame-spread rating of 15 or less in accordance with ASTM E84 and passing NFPA 701 Test Method 2.
- D. Dust-Control Adhesive-Surface Walk-Off Mats: Provide mats, minimum 36 by 60 inches (914 by 1524 mm).
- E. Insulation: Unfaced mineral-fiber blanket, manufactured from glass, slag wool, or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively.

# 2.2 TEMPORARY FACILITIES

## A. Field Offices:

- 1. Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Common-Use Field Office: Of sufficient size to accommodate needs of Owner, Architect, and construction personnel office activities and to accommodate Project meetings specified in other Division 01 Sections. Keep office clean and orderly. Furnish and equip offices as follows:

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- 1. Furniture required for Project-site documents, including file cabinets, plan tables, plan racks, and bookcases.
- 2. Conference room of sufficient size to accommodate meetings of 10 is available for use with metering. Provide connections and extensions of services and metering as required for construction operations individuals. Provide electrical power service and 120-V ac duplex receptacles, with no fewer than one receptacle on each wall. Furnish room with conference table, chairs, and 4-foot- (1.2-m-) square tack and marker boards.
- 3. Drinking water and private toilet.
- 4. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 72 deg F (20 to 22 deg C).
- 5. Lighting fixtures capable of maintaining average illumination of 20 fc (215 lx) at desk height.
- C. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
  - 1. Store combustible materials apart from building.

## 2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
  - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.

## PART 3 - EXECUTION

## 3.1 TEMPORARY FACILITIES, GENERAL

- A. Conservation: Coordinate construction and use of temporary facilities with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
  - 1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

## 3.2 INSTALLATION, GENERAL

A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

- 1. Locate facilities to limit site disturbance as specified in Section 011000 "Summary."
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.
- C. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.
  - 1. Prior to commencing work, isolate the HVAC system in area where work is to be performed in accordance with coordination drawings.
    - a. Disconnect supply and return ductwork in work area from HVAC systems servicing occupied
    - b. Maintain negative air pressure within work area, using HEPA-equipped air-filtration units, starting with commencement of temporary partition construction, and continuing until removal of temporary partitions is complete.
  - 2. Maintain dust partitions during the Work. Use vacuum collection attachments on dust-producing equipment. Isolate limited work within occupied areas using portable dust-containment devices.
  - 3. Perform daily construction cleanup and final cleanup using approved, HEPA-filter-equipped vacuum equipment.

## 3.3 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
  - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
  - 1. Connect temporary sewers to [municipal system] [private system indicated] as directed by authorities having jurisdiction.
- C. Water Service:
  - 1. Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
- D. Sanitary Facilities: Provide temporary toilets, wash facilities, safety shower and eyewash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
  - 1. Use of Permanent Toilets: Use of Owner's existing or new toilet facilities is not permitted.

- E. Temporary Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
  - 1. Provide temporary dehumidification systems when required to reduce ambient and substrate moisture levels to level required to allow installation or application of finishes and their proper curing or drying.
- F. Electric Power Service:
  - 1. Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
    - a. Install electric power service overhead unless otherwise indicated.
- G. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
  - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
- H. Telephone Service: Provide temporary telephone service in common-use facilities for use by all construction personnel. Install WiFi cell phone access equipment and one land-based telephone line(s) for each field office.
  - 1. At each telephone, post a list of important telephone numbers.
    - a. Police and fire departments.
    - b. Ambulance service.
    - c. Contractor's home office.
    - d. Contractor's emergency after-hours telephone number.
    - e. Architect's office.
    - f. Engineers' offices.
    - g. Owner's office.
    - h. Principal subcontractors' field and home offices.
- I. Electronic Communication Service: Provide secure WiFi wireless connection to internet with provisions for access by Architect and Owner.
- J. Project Computer: Provide a desktop computer in the primary field office adequate for use by Architect and Owner to access Project electronic documents and maintain electronic communications. Equip computer with not less than the following:
  - 1. Processor: Intel Core i5 or i7.
  - 2. Memory: 16 gigabyte.
  - 3. Disk Storage: 1-terabyte hard-disk drive and combination DVD-RW/CD-RW drive.
  - 4. Display: 24-inch (610-mm) LCD monitor with 256-Mb dedicated video RAM.
  - 5. Full-size keyboard and mouse.
  - 6. Network Connectivity: Gigabit.
  - 7. Operating System: Microsoft Windows 10 Professional.

## 8. Productivity Software:

- a. Microsoft Office Professional, 2013 or higher, including Word, Excel, and Outlook.
- b. Adobe Reader DC.
- c. WinZip 10.0 or higher.
- 9. Printer: "All-in-one" unit equipped with printer server, combining color printing, photocopying, scanning, and faxing, or separate units for each of these three functions.
- 10. Internet Service: Broadband modem, router, and ISP, equipped with hardware firewall, providing minimum 20.0-Mbps upload and 100-Mbps download speeds at each computer.
- 11. Internet Security: Integrated software, providing software firewall, virus, spyware, phishing, and spam protection in a combined application.
- 12. Backup: External hard drive, minimum 2 terrabytes, with automated backup software providing daily backups.

## 3.4 SUPPORT FACILITIES INSTALLATION

## A. Comply with the following:

- 1. Provide construction for temporary field offices, shops, and sheds located within construction area or within 30 feet (9 m) of building lines that is noncombustible in accordance with ASTM E136. Comply with NFPA 241.
- 2. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Temporary Use of Planned Permanent Roads and Paved Areas: Locate temporary roads and paved areas in same location as permanent roads and paved areas. Construct and maintain temporary roads and paved areas adequate for construction operations. Extend temporary roads and paved areas, within construction limits indicated, as necessary for construction operations.
  - 1. Coordinate elevations of temporary roads and paved areas with permanent roads and paved areas.
  - 2. Prepare subgrade and install subbase and base for temporary roads and paved areas in accordance with Section 312000 "Earth Moving."
  - 3. Recondition base after temporary use, including removing contaminated material, regrading, proofrolling, compacting, and testing.
  - 4. Delay installation of final course of permanent hot-mix asphalt pavement until immediately before Substantial Completion. Repair hot-mix asphalt base-course pavement before installation of final course in accordance with Section 321216 "Asphalt Paving."
- C. Traffic Controls: Comply with requirements of authorities having jurisdiction.
  - 1. Protect existing site improvements to remain, including curbs, pavement, and utilities.
  - 2. Maintain access for fire-fighting equipment and access to fire hydrants.

- D. Parking: Provide temporary offsite parking areas for construction personnel.
- E. Storage and Staging: Provide temporary offsite area and use designated areas of Project site for storage and staging needs.
- F. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
  - 1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
  - 2. Remove snow and ice as required to minimize accumulations.
- G. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.
  - 1. Identification Signs: Provide Project identification signs as indicated on Drawings.
  - 2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
    - a. Provide temporary, directional signs for construction personnel and visitors.
  - 3. Maintain and touch up signs, so they are legible at all times.
- H. Waste Disposal Facilities:
  - 1. Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 017300 "Execution."
- I. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
  - 1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
- J. Temporary Stairs: Until permanent stairs are available, provide temporary stairs where ladders are not adequate.

## 3.5 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
  - 1. Where access to adjacent properties is required in order to affect protection of existing facilities, obtain written permission from adjacent property owner to access property for that purpose.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

- 1. Comply with work restrictions specified in Section 011000 "Summary."
- C. Temporary Erosion and Sedimentation Control:
  - 1. Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, in accordance with erosion- and sedimentation-control Drawings.
    - a. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross tree- or plant-protection zones.
    - b. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
    - c. Clean, repair, and restore adjoining properties and roads affected by erosion and sedimentation from Project site during the course of Project.
    - d. Remove erosion and sedimentation controls, and restore and stabilize areas disturbed during removal.
- D. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- E. Tree and Plant Protection:
  - 1. Comply with requirements specified in Section 015639 "Temporary Tree and Plant Protection."
- F. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals, so Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using materials approved by authorities having jurisdiction.
- G. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people from easily entering site except by entrance gates.
  - 1. Extent of Fence: As required to enclose entire Project site or portion determined sufficient to accommodate construction operations.
  - 2. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Furnish one set of keys to Owner.
- H. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each workday.
- I. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- J. Temporary Egress: Provide temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction. Provide signage directing occupants to temporary egress.

- K. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
  - 1. Where heating or cooling is needed and permanent enclosure is incomplete, insulate temporary enclosures.
- L. Temporary Partitions: Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate areas occupied by Owner from fumes and noise.
  - 1. Construct dustproof partitions with gypsum wallboard, with joints taped on occupied side, and fire-retardant-treated plywood on construction operations side.
  - 2. Where fire-resistance-rated temporary partitions are indicated or are required by authorities having jurisdiction, construct partitions according to the rated assemblies.
  - 3. Insulate partitions to control noise transmission to occupied areas.
  - 4. Seal joints and perimeter. Equip partitions with gasketed dustproof doors and security locks where openings are required.
  - 5. Protect air-handling equipment.
  - 6. Provide walk-off mats at each entrance through temporary partition.
- M. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.
  - 1. Prohibit smoking in construction areas. Comply with additional limits on smoking specified in other Sections
  - 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition in accordance with requirements of authorities having jurisdiction.
  - 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
  - 4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign, stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

## 3.6 MOISTURE AND MOLD CONTROL

- A. Moisture and Mold Protection: Protect stored materials and installed Work in accordance with Moisture and Mold Protection Plan.
- B. Exposed Construction Period: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:
  - 1. Protect porous materials from water damage.
  - 2. Protect stored and installed material from flowing or standing water.
  - 3. Keep porous and organic materials from coming into prolonged contact with concrete.
  - 4. Remove standing water from decks.
  - 5. Keep deck openings covered or dammed.

- C. Partially Enclosed Construction Period: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:
  - 1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
  - 2. Keep interior spaces reasonably clean and protected from water damage.
  - 3. Periodically collect and remove waste containing cellulose or other organic matter.
  - 4. Discard or replace water-damaged material.
  - 5. Do not install material that is wet.
  - 6. Discard and replace stored or installed material that begins to grow mold.
  - 7. Perform work in a sequence that allows wet materials adequate time to dry before enclosing the material in gypsum board or other interior finishes.
- D. Controlled Construction Period: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:
  - 1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
  - 2. Use temporary or permanent HVAC system to control humidity within ranges specified for installed and stored materials.
  - 3. Comply with manufacturer's written instructions for temperature, relative humidity, and exposure to water limits.
    - a. Hygroscopic materials that may support mold growth, including wood and gypsum-based products, that become wet during the course of construction and remain wet for 48 hours are considered defective and require replacing.
    - b. Measure moisture content of materials that have been exposed to moisture during construction operations or after installation. Record readings beginning at time of exposure and continuing daily for 48 hours. Identify materials containing moisture levels higher than allowed. Report findings in writing to Architect.
    - c. Remove and replace materials that cannot be completely restored to their manufactured moisture level within 48 hours.

## 3.7 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
  - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial

Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

- 1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
- 2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
- 3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

END OF SECTION 015000

## SECTION 015639 - TEMPORARY TREE AND PLANT PROTECTION

#### PART 1 - GENERAL

#### 1.1 SUMMARY

A. The Work of this Section Includes: General protection and pruning of existing trees and plants that are affected by execution of the Work, whether temporary or permanent construction.

## B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for temporary controls, utilities, support facilities, temporary site fencing, and, if applicable, temporary erosion and sedimentation controls if not specified in Section 311000 "Site Clearing".

#### 1.2 DEFINITIONS

- A. Caliper: Diameter of a trunk measured by a diameter tape at a height 6 inches (150 mm) above the ground for trees up to and including 4-inch (100-mm) size at this height and as measured at a height of 12 inches (300 mm) above the ground for trees larger than 4-inch (100-mm) size.
- B. Caliper (DBH): Diameter breast height; diameter of a trunk as measured by a diameter tape at a height 54 inches (1372 mm) above the ground line for trees with caliper of 8 inches (200 mm) or greater as measured at a height of 12 inches (300 mm) above the ground.
- C. Plant-Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction and indicated on Drawings.
- D. Tree-Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction and defined by a circle concentric with each tree with a radius 1.5 times the diameter of the drip line unless otherwise indicated.
- E. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

## 1.3 ACTION SUBMITTALS

## A. Product Data:

1. General protection and pruning of existing trees and plants that are affected by execution of the Work, whether temporary or permanent construction

#### B. Shop Drawings:

1. Include plans, elevations, and sections showing trees and plants to be protected, locations of protection-zone fencing and signage, and the relationship between equipment-movement routes and material storage locations with protection zones.

- 2. Detail fabrication and assembly of protection-zone fencing and signage.
- 3. Indicate extent of utility boring and trenching by hand or with air spade within protection zones.
- 4. Include existing irrigation system that will be used to water plants.
- C. Samples: For each type of the following:
  - 1. Organic Mulch: **1-quart (1-L)** volume of organic mulch; in sealed plastic bags labeled with composition of materials by percentage of weight and source of mulch.
  - 2. Protection-Zone Fencing: Assembled Samples of manufacturer's standard size made from full-size components.
  - 3. Protection-Zone Signage: Full-size Samples of each size and text, ready for installation.
- D. Tree-Pruning Schedule: Written schedule detailing scope and extent of pruning of trees to remain that interfere with or are affected by construction.
  - 1. Species and size of tree.
  - 2. Location on site plan. Include unique identifier for each.
  - 3. Reason for pruning.
  - 4. Description of pruning to be performed.
  - 5. Description of maintenance following pruning.
- E. Maintenance Recommendations: From arborist, for care and protection of trees affected by construction during and after completing the Work.
- F. Mitigation Requirements: As required by jurisdiction or as developed by arborist, for mitigation of damage to trees and other plantings. Include the following:
  - 1. Local ordinances governing tree mitigation.
  - 2. Standards established under the approved tree mitigation report developed by the arborist.
  - 3. "Digital Guide for Plant Appraisal" by Council of Tree and Landscape Appraisers.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Statements: For arborist and tree service firm.
- B. Certification: From arborist, certifying that trees indicated to remain have been protected during construction in accordance with recognized standards and that trees were promptly and properly treated and repaired when damaged.
- C. Maintenance Recommendations: From arborist, for care and protection of trees affected by construction during and after completing the Work.
- D. Existing Conditions: Documentation of existing trees and plantings indicated to remain, which establishes preconstruction conditions that might be misconstrued as damage caused by construction activities.
  - 1. Use sufficiently detailed photographs or video recordings.

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- 2. Include plans and notations to indicate specific wounds and damage conditions of each tree or other plants designated to remain.
- E. Quality-control program.

## 1.5 QUALITY ASSURANCE

- A. Arborist Qualifications: Licensed arborist in jurisdiction where Project is located.
- B. Tree-Service Firm Qualifications: An experienced tree-service firm that has successfully completed temporary tree- and plant-protection work similar to that required for this Project and that will assign an experienced, qualified arborist to Project site during execution of the Work.
- C. Quality-Control Program: Prepare a written program to systematically demonstrate the ability of personnel to properly follow procedures and handle materials and equipment during the Work without damaging trees and plantings. Include dimensioned diagrams for placement of protection-zone fencing and signage, the arborist's and tree-service firm's responsibilities, instructions given to workers on the use and care of protection zones, and enforcement of requirements for protection zones.

## 1.6 FIELD CONDITIONS

- A. The following practices are prohibited within protection zones:
  - 1. Storage of construction materials, debris, or excavated material.
  - 2. Moving or parking vehicles or equipment.
  - 3. Foot traffic.
  - 4. Erection of sheds or structures.
  - 5. Impoundment of water.
  - 6. Excavation or other digging unless otherwise indicated.
  - 7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
- B. Do not direct vehicle or equipment exhaust toward protection zones.
- C. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones and organic mulch.
- D. Take precautions to protect plants from airborne contaminants, such as paint or fireproofing overspray.

#### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. Backfill Soil: Planting soil of suitable moisture content and granular texture for placing around tree; free of stones, roots, plants, sod, clods, clay lumps, pockets of coarse sand, concrete slurry, concrete layers or chunks, cement, plaster, building debris, and other extraneous materials harmful to plant growth.
- B. Organic Mulch: Free from deleterious materials and suitable as a top dressing for trees and shrubs, consisting of one of the following:
  - 1. Type: Shredded trees from the project site.
  - 2. Size Range: 3 inches (76 mm) maximum, 1/2 inch (13 mm) minimum.
  - 3. Color: Natural.
- C. Protection-Zone Fencing: Fencing fixed in position and meeting one of the following requirements:
  - 1. Plastic Protection-Zone Fencing: Plastic construction fencing constructed of high-density extruded and stretched polyethylene fabric with 2-inch (50-mm) maximum opening in pattern and weighing a minimum of 0.4 lb/ft. (0.6 kg/m); remaining flexible from minus 60 to plus 200 deg F (minus 16 to plus 93 deg C); inert to most chemicals and acids; minimum tensile yield strength of 2000 psi (13.8 MPa) and ultimate tensile strength of 2680 psi (18.5 MPa); secured with plastic bands or galvanized-steel or stainless steel wire ties; and supported by tubular or T-shape galvanized-steel posts spaced not more than 96 inches (2400 mm) apart.
    - a. Height: 48 inches (1200 mm).
    - b. Color: High-visibility orange, nonfading.
  - 2. Gates: Single-swing access gates matching material and appearance of fencing, to allow for maintenance activities within protection zones; leaf width 24 inches (610 mm).
- D. Protection-Zone Signage: Shop-fabricated, rigid plastic or metal sheet with attachment holes prepunched and reinforced; legibly printed with nonfading lettering.

#### **PART 3 - EXECUTION**

#### 3.1 EXAMINATION

- A. Erosion and Sedimentation Control: Examine the site to verify that temporary erosion- and sedimentation-control measures are in place. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.
- B. Prepare written report, endorsed by arborist, listing conditions detrimental to tree and plant protection.

#### 3.2 PREPARATION

- A. Locate and clearly identify trees, shrubs, and other vegetation to remain. Tie a 1-inch (25-mm) blue vinyl tape around each tree trunk at 54 inches (1372 mm) above the ground.
- B. Protect tree root systems from damage caused by runoff or spillage of noxious materials while mixing, placing, or storing construction materials. Protect root systems from ponding, eroding, or excessive wetting caused by dewatering operations.

#### 3.3 TREE PROTECTION

- A. Tree-Protection Zones: Mulch areas inside tree-protection zones and other areas indicated. Do not exceed indicated thickness of mulch.
  - 1. Apply 2-inch (50-mm) uniform thickness of organic mulch unless otherwise indicated. Do not place mulch within 6 inches (150 mm) of tree trunks.
  - 2. Install temporary root-protection matting over mulch to the extent indicated.

#### 3.4 PROTECTION ZONES

- A. Protection-Zone Fencing: Install protection-zone fencing along edges of protection zones before materials or equipment are brought on the site and construction operations begin in a manner that will prevent people from easily entering protected areas except by entrance gates. Construct fencing so as not to obstruct safe passage or visibility at vehicle intersections where fencing is located adjacent to pedestrian walkways or in close proximity to street intersections, drives, or other vehicular circulation.
  - 1. Plastic Fencing: Stretch fabric taut and secure to posts without bows or sags.
- B. Protection-Zone Signage: Install protection-zone signage in visibly prominent locations in a manner approved by Architect. Install one sign spaced approximately every 20 ft. (6 m) on protection-zone fencing, but no fewer than four signs with each facing a different direction.
- C. Maintain protection zones free of weeds and trash.
- D. Maintain hydration of plants to assure plant survival.
- E. Maintain protection-zone fencing and signage in good condition as acceptable to Architect and remove when construction operations are complete and equipment has been removed from the site.
  - 1. Do not remove protection-zone fencing, even temporarily, to allow deliveries or equipment access through the protection zone.
  - 2. Temporary access is permitted subject to preapproval in writing by arborist if a root buffer effective against soil compaction is constructed as directed by arborist. Maintain root buffer so long as access is permitted.

## 3.5 FIELD QUALITY CONTROL

A. Inspections: Engage a qualified arborist to direct plant-protection measures in the vicinity of trees, shrubs, and other vegetation indicated to remain and to prepare inspection reports.

# 3.6 REPAIR AND REPLACEMENT

- A. General: Repair or replace trees, shrubs, and other vegetation indicated to remain or to be relocated that are damaged by construction operations, in a manner approved by Architect.
  - 1. Submit details of proposed pruning and repairs.
  - 2. Perform repairs of damaged trunks, branches, and roots within 24 hours in accordance with arborist's written instructions.
  - 3. Replace trees and other plants that cannot be repaired and restored to full-growth status, as determined by Architect.
- B. Trees: Remove and replace trees indicated to remain that are more than 66 percent dead or in an unhealthy condition before the end of the corrections period or are damaged during construction operations that Architect determines are incapable of restoring to normal growth pattern.

END OF SECTION 015639

#### SECTION 015723 - TEMPORARY STORM WATER POLLUTION CONTROL

#### PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. Section Includes:
  - 1. Temporary stormwater pollution controls.

#### 1.3 STORMWATER POLLUTION PREVENTION PLAN

A. The Stormwater Pollution Prevention Plan (SWPPP) is part of the Contract Documents and is bound into this Project Manual.

## 1.4 PREINSTALLATION MEETINGS

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Stormwater Pollution Prevention Plan (SWPP): Within 15 days of date established for commencement of the Work, submit completed SWPPP.
- B. EPA authorization under the EPA's "2017 Construction General Permit (CGP)."
- C. Stormwater Pollution Prevention (SWPP) Training Log: For each individual performing Work under the SWPPP.
- D. Inspection reports.

## 1.6 QUALITY ASSURANCE

- A. Stormwater Pollution Prevention Plan (SWPPP) Coordinator: Experienced individual or firm with a record of successful water pollution control management coordination of projects with similar requirements.
  - 1. SWPPP Coordinator shall complete and finalize the SWPPP form.
  - 2. SWPPP Coordinator shall be responsible for inspections and maintaining of all requirements of the SWPPP.

B. Installers: Trained as indicated in the SWPPP.

## PART 2 - PRODUCTS

## 2.1 TEMPORARY STORMWATER POLLUTION CONTROLS

A. Provide temporary stormwater pollution controls as required by the SWPPP.

#### **PART 3 - EXECUTION**

## 3.1 INSTALLATION

- A. Comply with all best management practices, general requirements, performance requirements, reporting requirements, and all other requirements included in the SWPPP.
- B. Locate stormwater pollution controls in accordance with the SWPPP.
- C. Conduct construction as required to comply with the SWPPP and that minimize possible contamination or pollution or other undesirable effects.
  - 1. Inspect, repair, and maintain SWPPP controls during construction.
    - a. Inspect all SWPPP controls not less than every seven days, and after each occurrence of a storm event, as outlined in the SWPPP.
- D. Remove SWPPP controls at completion of construction and restore and stabilize areas disturbed during construction.

END OF SECTION 015723

#### SECTION 017300 - EXECUTION

#### PART 1 - GENERAL

## 1.1 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work, including, but not limited to, the following:
  - 1. Construction layout.
  - 2. Field engineering.
  - 3. Installation.
  - 4. Cutting and patching.
  - 5. Coordination of Owner's portion of the Work.
  - 6. Progress cleaning.
  - 7. Starting and adjusting.
  - 8. Protection of installed construction.
  - 9. Correction of the Work.

#### B. Related Requirements:

- 1. Section 011000 "Summary" for coordination of Owner's separate contracts, and limits on use of Project site.
- 2. Section 013300 "Submittal Procedures" for submitting surveys.
- 3. Section 017700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, replacing defective work, and final cleaning.
- 4. Section 024119 "Selective Demolition" for demolition and removal of selected portions of the building.
- 5. Section 078413 "Penetration Firestopping" for patching penetrations in fire-rated construction.

## 1.2 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of subsequent work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of subsequent work.

# 1.3 PREINSTALLATION MEETINGS

#### 1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For professional engineer.

- B. Certified Surveys: Submit two copies signed by land surveyor.
- C. Certificates: Submit certificate signed by professional engineer, certifying that location and elevation of improvements comply with requirements.
- D. Cutting and Patching Plan: Submit plan describing procedures at least 10 days prior to the time cutting and patching will be performed. Include the following information:
  - 1. Extent: Describe reason for and extent of each occurrence of cutting and patching.
  - 2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building appearance and other significant visual elements.
  - 3. Products: List products to be used for patching and firms or entities that will perform patching work.
  - 4. Dates: Indicate when cutting and patching will be performed.
  - 5. Utilities and HVAC and Electrical Systems: List services and systems that cutting and patching procedures will disturb or affect. List services and systems that will be relocated and those that will be temporarily out of service. Indicate length of time permanent services and systems will be disrupted.
    - a. Include description of provisions for temporary services and systems during interruption of permanent services and systems.

#### 1.5 OUALITY ASSURANCE

- A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.
- B. Professional Engineer Qualifications: Refer to Section 014000 "Quality Requirements."
- C. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
  - 1. Structural Elements: When cutting and patching structural elements, or when encountering the need for cutting and patching of elements whose structural function is not known, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.
  - 2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operational elements include the following:
    - a. Primary operational systems and equipment.
    - b. Fire separation assemblies.
    - c. Air or smoke barriers.
    - d. Fire-suppression systems.
    - e. Plumbing piping systems.

- f. HVAC systems piping and ducts.
- g. Control systems.
- h. Communication systems.
- i. Fire-detection and -alarm systems.
- j. Conveying systems.
- k. Electrical wiring systems.
- 1. Operating systems of special construction.
- 3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Other construction elements include but are not limited to the following:
  - a. Water, moisture, or vapor barriers.
  - b. Membranes and flashings.
  - c. Exterior curtain-wall construction.
  - d. Sprayed fire-resistive material.
  - e. Equipment supports.
  - f. Piping, ductwork, vessels, and equipment.
  - g. Noise- and vibration-control elements and systems.
- 4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- D. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of specified products and equipment.

#### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
  - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials. Use materials that are not considered hazardous.
- C. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

## PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, HVAC and electrical systems, and other construction affecting the Work.
  - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, gas service piping, and water-service piping; underground electrical services; and other utilities.
  - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
  - 1. Examine roughing-in for HVAC and electrical systems to verify actual locations of connections before equipment and fixture installation.
  - 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed
  - 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
  - 1. Description of the Work, including Specification Section number and paragraph, and Drawing sheet number and detail, where applicable.
  - 2. List of detrimental conditions, including substrates.
  - 3. List of unacceptable installation tolerances.
  - 4. Recommended corrections.
- D. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

## 3.2 PREPARATION

A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility

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- appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- Review of Contract Documents and Field Conditions: Immediately on discovery of the need for D. clarification of the Contract Documents, submit a request for information to Architect in accordance with requirements in Section 013100 "Project Management and Coordination."

#### 3.3 CONSTRUCTION LAYOUT

- Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in A. relation to the property survey and existing benchmarks and existing conditions. If discrepancies are discovered, notify Architect promptly.
- B. Engage a land surveyor experienced in laying out the Work, using the following accepted surveying practices:
  - 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
  - Establish limits on use of Project site. 2.
  - Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required 3. dimensions.
  - Inform installers of lines and levels to which they must comply. 4.
  - Check the location, level and plumb, of every major element as the Work progresses. 5.
  - Notify Architect when deviations from required lines and levels exceed allowable tolerances. 6.
  - Close site surveys with an error of closure equal to or less than the standard established by 7. authorities having jurisdiction.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.
- D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for HVAC and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
- E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

## 3.4 FIELD ENGINEERING

- A. Identification: Owner will identify existing benchmarks, control points, and property corners.
- B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
  - 1. Do not change or relocate existing benchmarks or control points without prior written approval of Architect. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect before proceeding.
  - 2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.
- C. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
  - 1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
  - 2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
  - 3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.
- D. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and sitework.

## 3.5 INSTALLATION

- A. Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
  - 1. Make vertical work plumb, and make horizontal work level.
  - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
  - 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
  - 4. Maintain minimum headroom clearance of [96 inches (2440 mm)] in occupied spaces and [90 inches (2300 mm)] in unoccupied spaces, unless otherwise indicated on Drawings.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure satisfactory results as judged by Architect. Maintain conditions required for product performance until Substantial Completion.

- D. Conduct construction operations, so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy of type expected for Project.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on-site and placement in permanent locations.
- F. Tools and Equipment: Select tools or equipment that minimize production of excessive noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for Work specified to be factory prepared and field installed. Check Shop Drawings of other portions of the Work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions with manufacturer.
  - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
  - 2. Allow for building movement, including thermal expansion and contraction.
  - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- I. Joints: Make joints of uniform width. Where joint locations in exposed Work are not indicated, arrange joints for the best visual effect, as judged by Architect. Fit exposed connections together to form hairline joints.

# 3.6 CUTTING AND PATCHING

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
  - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- C. Temporary Support: Provide temporary support of Work to be cut.
- D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

- E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching in accordance with requirements in Section 011000 "Summary."
- F. Existing Utility Services and HVAC/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.
- G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
  - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  - 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
  - 4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
  - 5. HVAC and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
  - 6. Proceed with patching after construction operations requiring cutting are complete.
- H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as practicable, as judged by Architect. Provide materials and comply with installation requirements specified in other Sections, where applicable.
  - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
  - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
    - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    - b. Restore damaged pipe covering to its original condition.
  - 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
    - a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch, corner to corner of

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wall and edge to edge of ceiling. Provide additional coats until patch blends with adjacent surfaces.

- 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
- 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.
- I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

#### 3.7 COORDINATION OF OWNER'S PORTION OF THE WORK

- A. Site Access: Provide access to Project site for Owner's construction personnel and Owner's separate contractors.
  - 1. Provide temporary facilities required for Owner-furnished, Contractor-installed and Owner-furnished, Owner-installed products.
  - 2. Refer to Section 011000 "Summary" for other requirements for Owner-furnished, Contractor-installed and Owner-furnished, Owner-installed products.
- B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction personnel and Owner's separate contractors.
  - 1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.
  - 2. Preinstallation Conferences: Include Owner's construction personnel and Owner's separate contractors at preinstallation conferences covering portions of the Work that are to receive Owner's work. Attend preinstallation conferences conducted by Owner's construction personnel if portions of the Work depend on Owner's construction.

#### 3.8 PROGRESS CLEANING

- A. Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
  - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
  - 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).
  - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, in accordance with regulations.
    - a. Use containers intended for holding waste materials of type to be stored.
  - 4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.

- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where Work is in progress to the level of cleanliness necessary for proper execution of the Work.
  - 1. Remove liquid spills promptly.
  - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces in accordance with written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 015000 "Temporary Facilities and Controls.
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

## 3.9 STARTING AND ADJUSTING

- A. Coordinate startup and adjusting of equipment and operating components with requirements in Section 019113 "General Commissioning Requirements."
- B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- C. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

E. Manufacturer's Field Service: Comply with qualification requirements in Section 014000 "Quality Requirements."

#### 3.10 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Protection of Existing Items: Provide protection and ensure that existing items to remain undisturbed by construction are maintained in condition that existed at commencement of the Work.
- C. Comply with manufacturer's written instructions for temperature and relative humidity.

#### 3.11 CORRECTION OF THE WORK

- A. Repair or remove and replace damaged, defective, or nonconforming Work. Restore damaged substrates and finishes.
  - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Repair Work previously completed and subsequently damaged during construction period. Repair to like-new condition.
- C. Restore permanent facilities used during construction to their specified condition.
- D. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- E. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- F. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 017300

## SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

#### PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
  - 1. Salvaging nonhazardous demolition and construction waste.
  - 2. Recycling nonhazardous demolition and construction waste.
  - 3. Disposing of nonhazardous demolition and construction waste.

## B. Related Requirements:

- 1. Section 011200 "Multiple Contract Summary" for coordination of responsibilities for waste management.
- 2. Section 042000 "Unit Masonry" for disposal requirements for masonry waste.
- 3. Section 044313.13 "Anchored Stone Masonry Veneer" for disposal requirements for excess stone and stone waste.
- 4. Section 044313.16 "Adhered Stone Masonry Veneer" for disposal requirements for excess stone and stone waste.
- 5. Section 311000 "Site Clearing" for disposition of waste resulting from site clearing and removal of above- and below-grade improvements.

## 1.3 DEFINITIONS

- A. Construction Waste: Building, structure, and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building, structure, and site improvement materials resulting from demolition operations.
- C. Disposal: Removal of demolition or construction waste and subsequent salvage, sale, recycling, or deposit in landfill, incinerator acceptable to authorities having jurisdiction, or designated spoil areas on Owner's property.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.

Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

#### 1.4 MATERIALS OWNERSHIP

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

#### 1.5 **ACTION SUBMITTALS**

A. Waste Management Plan: Submit plan within 7 days of date established for commencement of the Work.

#### INFORMATIONAL SUBMITTALS 1.6

- Waste Reduction Progress Reports: Concurrent with each Application for Payment, submit A. report. Use Form CWM-7 for construction waste and Form CWM-8 for demolition waste. Include the following information:
  - Material category. 1.
  - 2. Generation point of waste.
  - 3. Total quantity of waste in tons (tonnes).
  - Quantity of waste salvaged, both estimated and actual in tons (tonnes). 4.
  - 5. Quantity of waste recycled, both estimated and actual in tons (tonnes).
  - 6. Total quantity of waste recovered (salvaged plus recycled) in tons (tonnes).
  - 7. Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.
- Waste Reduction Calculations: Before request for Substantial Completion, submit calculated B. end-of-Project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Work.
- Records of Donations: Indicate receipt and acceptance of salvageable waste donated to C. individuals and organizations. Indicate whether organization is tax exempt.
- Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and D. organizations. Indicate whether organization is tax exempt.
- Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste E. by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

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- Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- Qualification Data: For waste management coordinator and refrigerant recovery technician. G.
- H. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.
- Ī. Refrigerant Recovery: Comply with requirements in Section 024119 "Selective Demolition" for refrigerant recovery submittals.

#### 1.7 **QUALITY ASSURANCE**

- Waste Management Coordinator Qualifications: Experienced firm, or individual employed and A. assigned by General Contractor, with a record of successful waste management coordination of projects with similar requirements. Superintendent may serve as Waste Management Coordinator.
- Refrigerant Recovery Technician Qualifications: Universal certified by EPA-approved B. certification program.
- C. Refrigerant Recovery Technician Qualifications: Comply with requirements in Section 024119 "Selective Demolition."
- D. Regulatory Requirements: Comply with transportation and disposal regulations of authorities having jurisdiction.
- E. Waste Management Conference(s): Conduct conference(s) at Project site to comply with requirements in Section 013100 "Project Management and Coordination." Review methods and procedures related to waste management including, but not limited to, the following:
  - 1. Review and discuss waste management plan including responsibilities of each contractor and waste management coordinator.
  - 2. Review requirements for documenting quantities of each type of waste and its disposition.
  - 3. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
  - Review procedures for periodic waste collection and transportation to recycling and 4. disposal facilities.
  - 5. Review waste management requirements for each trade.

#### 1.8 WASTE MANAGEMENT PLAN

A. General: Develop a waste management plan according to requirements in this Section. Plan shall consist of waste identification, waste reduction work plan, and cost/revenue

- analysis. Distinguish between demolition and construction waste. Indicate quantities by weight or volume, but use same units of measure throughout waste management plan.
- B. Waste Identification: Indicate anticipated types and quantities of demolition, site-clearing, and construction waste generated by the Work. Use Form CWM-1 for construction waste and Form CWM-2 for demolition waste. Include estimated quantities and assumptions for estimates.
- C. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Use Form CWM-3 for construction waste and Form CWM-4 for demolition waste. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.
  - 1. Salvaged Materials for Reuse: For materials that will be salvaged and reused in this Project, describe methods for preparing salvaged materials before incorporation into the Work in compliance with Section 024119 "Selective Demolition."
  - 2. Salvaged Materials for Sale: For materials that will be sold to individuals and organizations, include list of their names, addresses, and telephone numbers.
  - 3. Salvaged Materials for Donation: For materials that will be donated to individuals and organizations, include list of their names, addresses, and telephone numbers.
  - 4. Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.
  - 5. Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.
  - 6. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location where materials separation will be performed.
- D. Cost/Revenue Analysis: Indicate total cost of waste disposal as if there were no waste management plan and net additional cost or net savings resulting from implementing waste management plan. Use Form CWM-5 for construction waste and Form CWM-6 for demolition waste. Include the following:
  - 1. Total quantity of waste.
  - 2. Estimated cost of disposal (cost per unit). Include transportation and tipping fees and cost of collection containers and handling for each type of waste.
  - 3. Total cost of disposal (with no waste management).
  - 4. Revenue from salvaged materials.
  - 5. Revenue from recycled materials.
  - 6. Savings in transportation and tipping fees by donating materials.
  - 7. Savings in transportation and tipping fees that are avoided.
  - 8. Handling and transportation costs. Include cost of collection containers for each type of waste.
  - 9. Net additional cost or net savings from waste management plan.

#### PART 2 - PRODUCTS

#### 2.1 RECYCLING RECEIVERS AND PROCESSORS

- A. Subject to compliance with requirements, available recycling receivers and processors include, but are not limited to, the following:
  - 1. To be determined by contractor and communicated to Owner.

## 2.2 PERFORMANCE REQUIREMENTS

A. General: Achieve end-of-Project rates for salvage/recycling of 50 percent by weight of total nonhazardous solid waste generated by the Work. Practice efficient waste management in the use of materials in the course of the Work. Use all reasonable means to divert construction and demolition waste from landfills and incinerators. Facilitate recycling and salvage of materials, including the following:

#### 1. Demolition Waste:

- a. Asphalt paving.
- b. Concrete.
- c. Concrete reinforcing steel.
- d. Brick.
- e. Concrete masonry units.
- f. Wood studs.
- g. Wood joists.
- h. Plywood and oriented strand board.
- i. Wood paneling.
- j. Wood trim.
- k. Structural and miscellaneous steel.
- 1. Rough hardware.
- m. Roofing.
- n. Insulation.
- o. Doors and frames.
- p. Door hardware.
- q. Windows.
- r. Glazing.
- s. Metal studs.
- t. Gypsum board.
- u. Acoustical tile and panels.
- v. Carpet.
- w. Carpet pad.
- x. Demountable partitions.
- y. Equipment.
- z. Cabinets.
- aa. Plumbing fixtures.
- bb. Piping.
- cc. Supports and hangers.
- dd. Valves.

- ee. Sprinklers.
- ff. HVAC equipment.
- gg. Refrigerants.
- hh. Electrical conduit.
- ii. Copper wiring.
- jj. Lighting fixtures.
- kk. Lamps.
- ll. Ballasts.
- mm. Electrical devices.
- nn. Switchgear and panelboards.
- oo. Transformers.

## 2. Construction Waste:

- a. Masonry and CMU.
- b. Lumber.
- c. Wood sheet materials.
- d. Wood trim.
- e. Metals.
- f. Roofing.
- g. Insulation.
- h. Carpet and pad.
- i. Gypsum board.
- j. Piping.
- k. Electrical conduit.
- l. Packaging: Regardless of salvage/recycle goal indicated in "General" Paragraph above, salvage or recycle 100 percent of the following uncontaminated packaging materials:
  - 1) Paper.
  - 2) Cardboard.
  - 3) Boxes.
  - 4) Plastic sheet and film.
  - 5) Polystyrene packaging.
  - 6) Wood crates.
  - 7) Wood pallets.
  - 8) Plastic pails.
- m. Construction Office Waste: Regardless of salvage/recycle goal indicated in "General" Paragraph above, salvage or recycle 100 percent of the following construction office waste materials:
  - 1) Paper.
  - 2) Aluminum cans.
  - 3) Glass containers.

#### **PART 3 - EXECUTION**

#### 3.1 PLAN IMPLEMENTATION

- A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
  - 1. Comply with operation, termination, and removal requirements in Section 015000 "Temporary Facilities and Controls."
- B. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work.
  - 1. Distribute waste management plan to everyone concerned within three days of submittal return.
  - 2. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.
- C. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
  - 1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged and recycled.
  - 2. Comply with Section 015000 "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

# 3.2 SALVAGING DEMOLITION WASTE

- A. Salvaged Items for Reuse in the Work: Salvage items for reuse and handle as follows:
  - 1. Clean salvaged items.
  - 2. Pack or crate items after cleaning. Identify contents of containers with label indicating elements, date of removal, quantity, and location where removed.
  - 3. Store items in a secure area until installation.
  - 4. Protect items from damage during transport and storage.
  - 5. Install salvaged items to comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make items functional for use indicated.
- B. Salvaged Items for Sale and Donation: Not permitted on Project site.
- C. Salvaged Items for Owner's Use: Salvage items for Owner's use and handle as follows:
  - 1. Clean salvaged items.
  - 2. Pack or crate items after cleaning. Identify contents of containers with label indicating elements, date of removal, quantity, and location where removed.
  - 3. Store items in a secure area until delivery to Owner.

- 4. Transport items to Owner's storage area designated by Owner.
- 5. Protect items from damage during transport and storage.
- D. Doors and Hardware: Brace open end of door frames. Except for removing door closers, leave door hardware attached to doors.
- E. Equipment: Drain tanks, piping, and fixtures. Seal openings with caps or plugs. Protect equipment from exposure to weather.
- F. Plumbing Fixtures: Separate by type and size.
- G. Lighting Fixtures: Separate lamps by type and protect from breakage.
- H. Electrical Devices: Separate switches, receptacles, switchgear, transformers, meters, panelboards, circuit breakers, and other devices by type.

## 3.3 RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL

- A. General: Recycle paper and beverage containers used by on-site workers.
- B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall accrue to the Contractor.
- C. Preparation of Waste: Prepare and maintain recyclable waste materials according to recycling or reuse facility requirements. Maintain materials free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to the recycling process.
- D. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical according to approved construction waste management plan.
  - 1. Provide appropriately marked containers or bins for controlling recyclable waste until removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
    - a. Inspect containers and bins for contamination and remove contaminated materials if found.
  - 2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
  - 3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
  - 4. Store components off the ground and protect from the weather.
  - 5. Remove recyclable waste from Owner's property and transport to recycling receiver or processor as often as required to prevent overfilling bins.

## 3.4 RECYCLING DEMOLITION WASTE

A. Asphalt Paving: Grind asphalt to maximum 1-1/2-inch (38-mm) size.

- 1. Crush asphaltic concrete paving and screen to comply with requirements in Section 312000 "Earth Moving" for use as general fill.
- B. Asphalt Paving: Break up and transport paving to asphalt-recycling facility.
- C. Concrete: Remove reinforcement and other metals from concrete and sort with other metals.
  - 1. Pulverize concrete to maximum 1-1/2-inch (38-mm) size.
  - 2. Crush concrete and screen to comply with requirements in Section 312000 "Earth Moving" for use as satisfactory soil for fill or subbase.
- D. Masonry: Remove metal reinforcement, anchors, and ties from masonry and sort with other metals.
  - 1. Clean and stack undamaged, whole masonry units on wood pallets.
- E. Wood Materials: Sort and stack members according to size, type, and length. Separate lumber, engineered wood products, panel products, and treated wood materials.
- F. Metals: Separate metals by type.
  - 1. Structural Steel: Stack members according to size, type of member, and length.
  - 2. Remove and dispose of bolts, nuts, washers, and other rough hardware.
- G. Asphalt Shingle Roofing: Separate organic and glass-fiber asphalt shingles and felts. Remove and dispose of nails, staples, and accessories.
- H. Gypsum Board: Stack large clean pieces on wood pallets or in container and store in a dry location. Remove edge trim and sort with other metals. Remove and dispose of fasteners.
- I. Acoustical Ceiling Panels and Tile: Stack large clean pieces on wood pallets and store in a dry location.
- J. Metal Suspension System: Separate metal members, including trim and other metals from acoustical panels and tile, and sort with other metals.
- K. Carpet and pad: Roll large pieces tightly after removing debris, trash, adhesive, and tack strips.
  - 1. Store clean, dry carpet and pad in a closed container or trailer provided by carpet reclamation agency or carpet recycler.
- L. Carpet Tile: Remove debris, trash, and adhesive.
  - 1. Stack tile on pallet and store clean, dry carpet in a closed container or trailer provided by carpet reclamation agency or carpet recycler.
- M. Piping: Reduce piping to straight lengths and store by material and size. Separate supports, hangers, valves, sprinklers, and other components by material and size.
- N. Conduit: Reduce conduit to straight lengths and store by material and size.
- O. Lamps: Separate lamps by type and store according to requirements in 40 CFR 273.

# 3.5 RECYCLING CONSTRUCTION WASTE

# A. Packaging:

- 1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location
- 2. Polystyrene Packaging: Separate and bag materials.
- 3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
- 4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.

### B. Wood Materials:

- 1. Clean Cut-Offs of Lumber: Grind or chip into small pieces.
- 2. Clean Sawdust: Bag sawdust that does not contain painted or treated wood.
  - a. Comply with requirements in Section 329300 "Plants" for use of clean sawdust as organic mulch.
- C. Gypsum Board: Stack large clean pieces on wood pallets or in container and store in a dry location.
- D. Paint: Seal containers and store by type.

### 3.6 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged or recycled, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
  - 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
  - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

# 3.7 ATTACHMENTS

- A. Form CWM-1 for construction waste identification.
- B. Form CWM-2 for demolition waste identification.
- C. Form CWM-3 for construction waste reduction work plan.
- D. Form CWM-4 for demolition waste reduction work plan.
- E. Form CWM-5 for cost/revenue analysis of construction waste reduction work plan.
- F. Form CWM-6 for cost/revenue analysis of demolition waste reduction work plan.

- G. Form CWM-7 for construction waste reduction progress report.
- H. Form CWM-8 for demolition waste reduction progress report.

END OF SECTION 017419

### SECTION 017700 - CLOSEOUT PROCEDURES

#### PART 1 - GENERAL

# 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for Contract closeout, including, but not limited to, the following:
  - 1. Substantial Completion procedures.
  - 2. Final Completion procedures.
  - 3. List of incomplete items.
  - 4. Submittal of Project warranties.
  - 5. Final cleaning.

# B. Related Requirements:

- 1. Section 012900 "Payment Procedures" for requirements for Applications for Payment for Substantial Completion and Final Completion.
- 2. Section 013233 "Photographic Documentation" for submitting Final Completion construction photographic documentation.
- 3. Section 017823 "Operation and Maintenance Data" for additional operation and maintenance manual requirements.
- 4. Section 017839 "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
- 5. Section 017900 "Demonstration and Training" for requirements to train Owner's maintenance personnel to adjust, operate, and maintain products, equipment, and systems.

# 1.2 DEFINITIONS

A. List of Incomplete Items: Contractor-prepared list of items to be completed or corrected, prepared for the Architect's use prior to Architect's inspection, to determine if the Work is substantially complete.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of cleaning agent.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at Final Completion.

### 1.4 CLOSEOUT SUBMITTALS

A. Certificates of Release: From authorities having jurisdiction.

- B. Certificate of Insurance: For continuing coverage.
- C. Field Report: For pest-control inspection.

### 1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Schedule of Maintenance Material Items: For maintenance material submittal items required by other Sections.

#### 1.6 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's "punch list"), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
  - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction, permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  - 2. Submit closeout submittals specified in other Division 01 Sections, including Project Record Documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
  - 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  - 4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number.
    - a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Architect's signature for receipt of submittals.
  - 5. Submit testing, adjusting, and balancing records.
  - 6. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
  - 1. Advise Owner of pending insurance changeover requirements.
  - 2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
  - 3. Complete startup and testing of systems and equipment.

- 4. Perform preventive maintenance on equipment used prior to Substantial Completion.
- 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Section 017900 "Demonstration and Training."
- 6. Advise Owner of changeover in utility services.
- 7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
- 8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
- 9. Complete final cleaning requirements.
- 10. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
  - 1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
  - 2. Results of completed inspection will form the basis of requirements for Final Completion.

#### 1.7 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining Final Completion, complete the following:
  - 1. Submit a final Application for Payment in accordance with Section 012900 "Payment Procedures."
  - 2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list will state that each item has been completed or otherwise resolved for acceptance.
  - 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
  - 4. Submit pest-control final inspection report.
  - 5. Submit Final Completion photographic documentation.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
  - 1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

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# 1.8 LIST OF INCOMPLETE ITEMS

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
  - 1. Organize list of spaces in sequential order, starting with exterior areas first, listed by room or space number.
  - 2. Organize items applying to each space by major element, including categories for ceilings, individual walls, floors, equipment, and building systems.
  - 3. Include the following information at the top of each page:
    - a. Project name.
    - b. Date.
    - c. Name of Architect.
    - d. Name of Contractor.
    - e. Page number.
  - 4. Submit list of incomplete items in the following format:
    - a. MS Excel Electronic File: Architect will return annotated file.

# 1.9 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
- D. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
  - 1. Submit on digital media acceptable to Architect.
- E. Warranties in Paper Form:
  - 1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (215-by-280-mm) paper.
  - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or

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- installation, including the name of the product and the name, address, and telephone number of Installer.
- 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- F. Provide additional copies of each warranty to include in operation and maintenance manuals.

#### PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
  - 1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

### PART 3 - EXECUTION

# 3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
  - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
    - a. Clean Project site of rubbish, waste material, litter, and other foreign substances.
    - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    - c. Rake grounds that are not planted, mulched, or paved to a smooth, even-textured surface.
    - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
    - e. Remove snow and ice to provide safe access to building.
    - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.

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- g. Remove debris and surface dust from limited-access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
- h. Clean flooring, removing debris, dirt, and staining; clean in accordance with manufacturer's instructions.
- i. Vacuum and mop concrete.
- j. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean in accordance with manufacturer's instructions if visible soil or stains remain.
- k. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
- 1. Remove labels that are not permanent.
- m. Wipe surfaces of HVAC and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
- n. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
- o. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
- p. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.
- q. Clean luminaires, lamps, globes, and reflectors to function with full efficiency.
- r. Clean strainers.
- s. Leave Project clean and ready for occupancy.
- C. Pest Control: Comply with pest control requirements in Section 015000 "Temporary Facilities and Controls." Prepare written report.
- D. Construction Waste Disposal: Comply with waste-disposal requirements in Section 017419 "Construction Waste Management and Disposal."

### 3.2 CORRECTION OF THE WORK

A. Complete repair and restoration operations required by "Correction of the Work" Article in Section 017300 "Execution" before requesting inspection for determination of Substantial Completion.

END OF SECTION 017700

### SECTION 017823 - OPERATION AND MAINTENANCE DATA

### PART 1 - GENERAL

# 1.1 RELATED DOCUMENTS

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

# 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
  - 1. Operation and maintenance documentation directory manuals.
  - 2. Emergency manuals.
  - 3. Systems and equipment operation manuals.
  - 4. Systems and equipment maintenance manuals.
  - 5. Product maintenance manuals.

### B. Related Requirements:

- 1. Section 011200 "Multiple Contract Summary" for coordinating operation and maintenance manuals covering the Work of multiple contracts.
- 2. Section 013300 "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.
- 3. Section 019113 "General Commissioning Requirements" for verification and compilation of data into operation and maintenance manuals.

# 1.3 DEFINITIONS

- A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.
- B. Subsystem: A portion of a system with characteristics similar to a system.

# 1.4 CLOSEOUT SUBMITTALS

- A. Submit operation and maintenance manuals indicated. Provide content for each manual as specified in individual Specification Sections, and as reviewed and approved at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
  - 1. Architect will comment on whether content of operation and maintenance submittals is acceptable.

- 2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.
- B. Format: Submit operation and maintenance manuals in the following format:
  - 1. Submit on digital media acceptable to Architect. Enable reviewer comments on draft submittals.
- C. Initial Manual Submittal: Submit draft copy of each manual at least 30 days before commencing demonstration and training. Architect will comment on whether general scope and content of manual are acceptable.
- D. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Architect will return copy with comments.
  - 1. Correct or revise each manual to comply with Architect's comments. Submit copies of each corrected manual within 15 days of receipt of Architect's comments and prior to commencing demonstration and training.
- E. Comply with Section 017700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

### 1.5 FORMAT OF OPERATION AND MAINTENANCE MANUALS

- A. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.
  - 1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
  - 2. File Names and Bookmarks: Bookmark individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.

# 1.6 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

- A. Organization of Manuals: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
  - 1. Title page.
  - 2. Table of contents.
  - 3. Manual contents.
- B. Title Page: Include the following information:

- 1. Subject matter included in manual.
- 2. Name and address of Project.
- 3. Name and address of Owner.
- 4. Date of submittal.
- 5. Name and contact information for Contractor.
- 6. Name and contact information for Construction Manager.
- 7. Name and contact information for Architect.
- 8. Name and contact information for Commissioning Authority.
- 9. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
- 10. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
  - 1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
- E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

### 1.7 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY MANUAL

- A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals. List items and their location to facilitate ready access to desired information. Include the following:
  - 1. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.
  - 2. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.
  - 3. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.

# 1.8 EMERGENCY MANUALS

A. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.

- B. Content: Organize manual into a separate section for each of the following:
  - 1. Type of emergency.
  - 2. Emergency instructions.
  - 3. Emergency procedures.
- C. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
  - 1. Fire.
  - 2. Flood.
  - 3. Gas leak.
  - 4. Water leak.
  - 5. Power failure.
  - 6. Water outage.
  - 7. System, subsystem, or equipment failure.
  - 8. Chemical release or spill.
- D. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.
- E. Emergency Procedures: Include the following, as applicable:
  - 1. Instructions on stopping.
  - 2. Shutdown instructions for each type of emergency.
  - 3. Operating instructions for conditions outside normal operating limits.
  - 4. Required sequences for electric or electronic systems.
  - 5. Special operating instructions and procedures.

# 1.9 SYSTEMS AND EQUIPMENT OPERATION MANUALS

- A. Systems and Equipment Operation Manual: Assemble a complete set of data indicating operation of each system, subsystem, and piece of equipment not part of a system. Include information required for daily operation and management, operating standards, and routine and special operating procedures.
  - 1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
  - 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- B. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
  - 1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
  - 2. Performance and design criteria if Contractor has delegated design responsibility.
  - 3. Operating standards.
  - 4. Operating procedures.

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- 5. Operating logs.
- 6. Wiring diagrams.
- 7. Control diagrams.
- 8. Piped system diagrams.
- 9. Precautions against improper use.
- 10. License requirements including inspection and renewal dates.

### C. Descriptions: Include the following:

- 1. Product name and model number. Use designations for products indicated on Contract Documents.
- 2. Manufacturer's name.
- 3. Equipment identification with serial number of each component.
- 4. Equipment function.
- 5. Operating characteristics.
- 6. Limiting conditions.
- 7. Performance curves.
- 8. Engineering data and tests.
- 9. Complete nomenclature and number of replacement parts.

# D. Operating Procedures: Include the following, as applicable:

- 1. Startup procedures.
- 2. Equipment or system break-in procedures.
- 3. Routine and normal operating instructions.
- 4. Regulation and control procedures.
- 5. Instructions on stopping.
- 6. Normal shutdown instructions.
- 7. Seasonal and weekend operating instructions.
- 8. Required sequences for electric or electronic systems.
- 9. Special operating instructions and procedures.
- E. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.
- F. Piped Systems: Diagram piping as installed, and identify color coding where required for identification.

# 1.10 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

- A. Systems and Equipment Maintenance Manuals: Assemble a complete set of data indicating maintenance of each system, subsystem, and piece of equipment not part of a system. Include manufacturers' maintenance documentation, preventive maintenance procedures and frequency, repair procedures, wiring and systems diagrams, lists of spare parts, and warranty information.
  - 1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
  - 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.

- B. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranties and bonds as described below.
- C. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
- D. Manufacturers' Maintenance Documentation: Include the following information for each component part or piece of equipment:
  - 1. Standard maintenance instructions and bulletins; include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
    - a. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
  - 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
  - 3. Identification and nomenclature of parts and components.
  - 4. List of items recommended to be stocked as spare parts.
- E. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
  - 1. Test and inspection instructions.
  - 2. Troubleshooting guide.
  - 3. Precautions against improper maintenance.
  - 4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
  - 5. Aligning, adjusting, and checking instructions.
  - 6. Demonstration and training video recording, if available.
- F. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
  - 1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
  - 2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.
- G. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

- H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
  - 1. Include procedures to follow and required notifications for warranty claims.
- I. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.
  - 1. Do not use original project record documents as part of maintenance manuals.

### 1.11 PRODUCT MAINTENANCE MANUALS

- A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- B. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- C. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
- D. Product Information: Include the following, as applicable:
  - 1. Product name and model number.
  - 2. Manufacturer's name.
  - 3. Color, pattern, and texture.
  - 4. Material and chemical composition.
  - 5. Reordering information for specially manufactured products.
- E. Maintenance Procedures: Include manufacturer's written recommendations and the following:
  - 1. Inspection procedures.
  - 2. Types of cleaning agents to be used and methods of cleaning.
  - 3. List of cleaning agents and methods of cleaning detrimental to product.
  - 4. Schedule for routine cleaning and maintenance.
  - 5. Repair instructions.
- F. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- G. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
  - 1. Include procedures to follow and required notifications for warranty claims.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 017823

### SECTION 017839 - PROJECT RECORD DOCUMENTS

### PART 1 - GENERAL

# 1.1 RELATED DOCUMENTS

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

# 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for Project Record Documents, including the following:
  - 1. Record Drawings.
  - 2. Record specifications.
  - 3. Record Product Data.
  - 4. Miscellaneous record submittals.

# B. Related Requirements:

- 1. Section 011200 "Multiple Contract Summary" for coordinating Project Record Documents covering the Work of multiple contracts.
- 2. Section 017300 "Execution" for final property survey.
- 3. Section 017700 "Closeout Procedures" for general closeout procedures.
- 4. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.

### 1.3 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
  - 1. Number of Copies: Submit one set(s) of marked-up record prints.
    - 1) Submit PDF electronic files of scanned record prints and one set(s) of file prints.
    - a. Initial Submittal:
      - 1) Submit three paper-copy set(s) of marked-up record prints.
      - 2) Submit PDF electronic files of scanned Record Prints and three set(s) of file prints.
      - 3) Print each drawing, whether or not changes and additional information were recorded.

# b. Final Submittal:

1) Submit one paper-copy set(s) of marked-up record prints.

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- 2) Submit Record Digital Data Files and three set(s) of Record Digital Data File plots.
- 3) Plot each drawing file, whether or not changes and additional information were recorded.
- B. Record Specifications: Submit annotated PDF electronic files and 2 paper copies of Project's Specifications, including addenda and Contract modifications.
- C. Record Product Data: Submit annotated PDF electronic files and directories and 2 paper copies of each submittal.
  - 1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.
- D. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit annotated PDF electronic files and directories and 2 paper copies of each submittal.
- E. Reports: Submit written report weekly indicating items incorporated into Project Record Documents concurrent with progress of the Work, including revisions, concealed conditions, field changes, product selections, and other notations incorporated.

### 1.4 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
  - 1. Preparation: Mark record prints to show the actual installation, where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
    - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    - b. Accurately record information in an acceptable drawing technique.
    - c. Record data as soon as possible after obtaining it.
    - d. Record and check the markup before enclosing concealed installations.
    - e. Cross-reference record prints to corresponding photographic documentation.
  - 2. Content: Types of items requiring marking include, but are not limited to, the following:
    - a. Dimensional changes to Drawings.
    - b. Revisions to details shown on Drawings.
    - c. Depths of foundations.
    - d. Locations and depths of underground utilities.
    - e. Revisions to routing of piping and conduits.
    - f. Revisions to electrical circuitry.
    - g. Actual equipment locations.
    - h. Duct size and routing.
    - i. Locations of concealed internal utilities.

- j. Changes made by Change Order or Construction Change Directive.
- k. Changes made following Architect's written orders.
- 1. Details not on the original Contract Drawings.
- m. Field records for variable and concealed conditions.
- n. Record information on the Work that is shown only schematically.
- 3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
- 4. Mark record prints with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
- 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
- 6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Architect. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:
  - 1. Format: Same digital data software program, version, and operating system as for the original Contract Drawings.
  - 2. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
  - 3. Refer instances of uncertainty to Architect for resolution.
  - 4. Architect will furnish Contractor with one set of digital data files of the Contract Drawings for use in recording information.
    - a. See Section 013100 "Project Management and Coordination" for requirements related to use of Architect's digital data files.
    - b. Architect will provide data file layer information. Record markups in separate layers.
- C. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
  - 1. Record Prints: Organize record prints into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
  - 2. Format: Annotated PDF electronic file with comment function enabled.
  - 3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
  - 4. Identification: As follows:
    - a. Project name.
    - b. Date.
    - c. Designation "PROJECT RECORD DRAWINGS."
    - d. Name of Architect.
    - e. Name of Contractor.

# 1.5 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation, where installation varies from that indicated in Specifications, addenda, and Contract modifications.
  - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  - 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
  - 3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
  - 4. For each principal product, indicate whether Record Product Data has been submitted in operation and maintenance manuals instead of submitted as Record Product Data.
  - 5. Note related Change Orders, Record Product Data, and Record Drawings where applicable.
- B. Format: Submit record specifications as annotated PDF electronic file.

### 1.6 RECORD PRODUCT DATA

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and revisions to Project Record Documents as they occur; do not wait until end of Project.
- B. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
  - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
  - 3. Note related Change Orders, Record Specifications, and Record Drawings where applicable.
- C. Format: Submit Record Product Data as annotated PDF electronic file.
  - 1. Include Record Product Data directory organized by Specification Section number and title, electronically linked to each item of Record Product Data.

# 1.7 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
- B. Format: Submit miscellaneous record submittals as PDF electronic file.
  - 1. Include miscellaneous record submittals directory organized by Specification Section number and title, electronically linked to each item of miscellaneous record submittals.

# 1.8 MAINTENANCE OF RECORD DOCUMENTS

A. Maintenance of Record Documents: Store Record Documents in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 017839

#### SECTION 017900 - DEMONSTRATION AND TRAINING

#### PART 1 - GENERAL

# 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
  - 1. Instruction in operation and maintenance of systems, subsystems, and equipment.
  - 2. Demonstration and training video recordings.
- B. Allowances: Furnish demonstration and training instruction time under the demonstration and training allowance as specified in Section 012100 "Allowances."
- C. Unit Price for Instruction Time: Length of instruction time will be measured by actual time spent performing demonstration and training in required location. No payment will be made for time spent assembling educational materials, setting up, or cleaning up. See requirements in Section 012200 "Unit Prices."

### 1.2 INFORMATIONAL SUBMITTALS

- A. Instruction Program: Submit outline of instructional program for demonstration and training, including a list of training modules and a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
  - 1. Indicate proposed training modules using manufacturer-produced demonstration and training video recordings for systems, equipment, and products in lieu of video recording of live instructional module.
- B. Qualification Data: For facilitator.
- C. Attendance Record: For each training module, submit list of participants and length of instruction time.
- D. Evaluations: For each participant and for each training module, submit results and documentation of performance-based test.

#### 1.3 CLOSEOUT SUBMITTALS

- A. Demonstration and Training Video Recordings: Submit two copies within seven days of end of each training module.
  - 1. Identification: On each copy, provide an applied label with the following information:
    - a. Name of Project.

- b. Name and address of videographer.
- c. Name of Architect.
- d. Name of Construction Manager.
- e. Name of Contractor.
- f. Date of video recording.

# 2. Transcript:

- a. Prepared and bound in format matching operation and maintenance manuals. Mark appropriate identification on front and spine of each binder. Include a cover sheet with same label information as the corresponding video recording. Include name of Project and date of video recording on each page.
- b. Prepared in PDF electronic format. Include a cover sheet with same label information as the corresponding video recording and a table of contents with links to corresponding training components. Include name of Project and date of video recording on each page.
- 3. At completion of training, submit complete training manual(s) for Owner's use prepared in same paper and PDF format required for operation and maintenance manuals specified in Section 017823 "Operation and Maintenance Data."

# 1.4 QUALITY ASSURANCE

- A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.
- B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Section 014000 "Quality Requirements," experienced in operation and maintenance procedures and training.
- C. Videographer Qualifications: A professional videographer who is experienced photographing demonstration and training events similar to those required.
- D. Preinstruction Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Project Management and Coordination." Review methods and procedures related to demonstration and training including, but not limited to, the following:
  - 1. Inspect and discuss locations and other facilities required for instruction.
  - 2. Review and finalize instruction schedule and verify availability of educational materials, instructors' personnel, audiovisual equipment, and facilities needed to avoid delays.
  - 3. Review required content of instruction.
  - 4. For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.

# 1.5 COORDINATION

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner's personnel.
- B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.
- C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data have been reviewed and approved by Architect.

### 1.6 INSTRUCTION PROGRAM

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.
- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:
  - 1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
    - a. System, subsystem, and equipment descriptions.
    - b. Performance and design criteria if Contractor is delegated design responsibility.
    - c. Operating standards.
    - d. Regulatory requirements.
    - e. Equipment function.
    - f. Operating characteristics.
    - g. Limiting conditions.
    - h. Performance curves.
  - 2. Documentation: Review the following items in detail:
    - a. Emergency manuals.
    - b. Systems and equipment operation manuals.
    - c. Systems and equipment maintenance manuals.
    - d. Product maintenance manuals.
    - e. Project Record Documents.
    - f. Identification systems.
    - g. Warranties and bonds.
    - h. Maintenance service agreements and similar continuing commitments.
  - 3. Emergencies: Include the following, as applicable:
    - a. Instructions on meaning of warnings, trouble indications, and error messages.
    - b. Instructions on stopping.
    - c. Shutdown instructions for each type of emergency.

- d. Operating instructions for conditions outside of normal operating limits.
- e. Sequences for electric or electronic systems.
- f. Special operating instructions and procedures.

# 4. Operations: Include the following, as applicable:

- a. Startup procedures.
- b. Equipment or system break-in procedures.
- c. Routine and normal operating instructions.
- d. Regulation and control procedures.
- e. Control sequences.
- f. Safety procedures.
- g. Instructions on stopping.
- h. Normal shutdown instructions.
- i. Operating procedures for emergencies.
- j. Operating procedures for system, subsystem, or equipment failure.
- k. Seasonal and weekend operating instructions.
- 1. Required sequences for electric or electronic systems.
- m. Special operating instructions and procedures.

# 5. Adjustments: Include the following:

- a. Alignments.
- b. Checking adjustments.
- c. Noise and vibration adjustments.
- d. Economy and efficiency adjustments.

# 6. Troubleshooting: Include the following:

- a. Diagnostic instructions.
- b. Test and inspection procedures.

# 7. Maintenance: Include the following:

- a. Inspection procedures.
- b. Types of cleaning agents to be used and methods of cleaning.
- c. List of cleaning agents and methods of cleaning detrimental to product.
- d. Procedures for routine cleaning.
- e. Procedures for preventive maintenance.
- f. Procedures for routine maintenance.
- g. Instruction on use of special tools.

# 8. Repairs: Include the following:

- a. Diagnosis instructions.
- b. Repair instructions.
- c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
- d. Instructions for identifying parts and components.
- e. Review of spare parts needed for operation and maintenance.

# 1.7 PREPARATION

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Section 017823 "Operation and Maintenance Data."
- B. Set up instructional equipment at instruction location.

# 1.8 INSTRUCTION

- A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between Contractor and Owner for number of participants, instruction times, and location.
- B. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
  - 1. Owner will furnish an instructor to describe Owner's operational philosophy.
  - 2. Owner will furnish Contractor with names and positions of participants.
- C. Scheduling: Provide instruction at mutually agreed-on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
  - 1. Schedule training with Owner with at least seven days' advance notice.
- D. Training Location and Reference Material: Conduct training on-site in the completed and fully operational facility using the actual equipment in-place. Conduct training using final operation and maintenance data submittals.
- E. Evaluation: At conclusion of each training module, assess and document each participant's mastery of module by use of an oral performance-based test.
- F. Cleanup: Collect used and leftover educational materials and remove from the Project Site. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

### 1.9 DEMONSTRATION AND TRAINING VIDEO RECORDINGS

- A. General: Engage a qualified commercial videographer to record demonstration and training video recordings. Record each training module separately. Include classroom instructions and demonstrations, board diagrams, and other visual aids, but not student practice.
  - 1. At beginning of each training module, record each chart containing learning objective and lesson outline.
- B. Digital Video Recordings: Provide high-resolution, digital video in MPEG format, produced by a digital camera with minimum sensor resolution of 12 megapixels and capable of recording in full HD mode with vibration reduction technology.

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- 1. Submit video recordings on thumb drive or through Architects preferred electronic file transfer system.
- 2. File Hierarchy: Organize folder structure and file locations in accordance with Project Manual table of contents. Provide complete screen-based menu.
- 3. File Names: Utilize file names based on name of equipment generally described in video segment, as identified in Project specifications.
- 4. Contractor and Installer Contact File: Using appropriate software, create a file for inclusion on the equipment demonstration and training recording that describes the following for each Contractor involved on the Project, arranged in accordance with Project Manual table of contents:
  - a. Name of Contractor/Installer.
  - b. Business address.
  - c. Business phone number.
  - d. Point of contact.
  - e. Email address.
- C. Recording: Mount camera on tripod before starting recording, unless otherwise necessary to adequately cover area of demonstration and training. Display continuous running time.
  - 1. Film training session(s) in segments not to exceed 15 minutes.
    - a. Produce segments to present a single significant piece of equipment per segment.
    - b. Organize segments with multiple pieces of equipment to follow order of Project Manual table of contents.
    - c. Where a training session on a particular piece of equipment exceeds 15 minutes, stop filming and pause training session. Begin training session again upon commencement of new filming segment.
- D. Light Levels: Verify light levels are adequate to properly light equipment. Verify equipment markings are clearly visible prior to recording.
  - 1. Furnish additional portable lighting as required.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 017900

# SECTION 019113 - GENERAL COMMISSIONING REQUIREMENTS

#### PART 1 - GENERAL

# 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

### A. Section Includes:

- 1. General requirements for coordinating and scheduling commissioning activities.
- 2. Commissioning meetings.
- 3. Commissioning reports.
- 4. Use of commissioning process test equipment, instrumentation, and tools.
- 5. Construction checklists, including, but not limited to, installation checks, startup, performance tests, and performance test demonstration.
- 6. Commissioning tests and commissioning test demonstration.
- 7. Adjusting, verifying, and documenting identified systems and assemblies.

### B. Related Requirements:

- 1. Section 011200 "Multiple Contract Summary" for Commissioning Authority responsibilities.
- 2. Section 013300 "Submittal Procedures" for submittal procedure requirements for commissioning process.
- 3. Section 017700 "Closeout Procedures" for Certificate of Construction-Phase Commissioning Process Completion submittal requirements.
- 4. Section 017823 "Operation and Maintenance Data" for preliminary operation and maintenance data submittal requirements.
- 5. Section 019119.43 "Exterior Enclosure Commissioning" for technical commissioning requirements for exterior closure.
- 6. Section 210800 "Commissioning of Fire Suppression" for technical commissioning requirements for fire suppression.
- 7. Section 220800 "Commissioning of Plumbing" for technical commissioning requirements for plumbing.
- 8. Section 230800 "Commissioning of HVAC" for technical commissioning requirements for HVAC.
- 9. Section 260800 "Commissioning of Electrical Systems" for technical commissioning requirements for electrical systems.
- C. Labor and management costs for the performance of commissioning process.
- D. The following are excluded from the commissioning allowance:

- 1. Equipment and systems installation, startup, and field quality-control testing indicated in the Contract Documents.
- 2. Test equipment, instrumentation, and tools (including, but not limited to, proprietary test equipment, instrumentation, and tools) required to perform tests.
- 3. Work to correct commissioning issues.
- 4. Work to repeat tests when equipment and systems fail acceptance criteria.
- 5. <Insert requirements>.

### 1.3 UNIT PRICES

- A. Commissioning allowance may be adjusted up or down by the "List of Unit Prices" Article in Section 012200 "Unit Prices" when actual labor hours are computed at the end of commissioning process. See Section 012100 "Allowances" for commissioning allowance.
- B. The following are excluded from the computation for the adjustment of the commissioning allowance for technician labor hours:
  - 1. Work to correct commissioning issues.
  - 2. Work to repeat tests when equipment and systems fail acceptance criteria.

# 1.4 DEFINITIONS

- A. Acceptance Criteria: Threshold of acceptable work quality or performance specified for a commissioning activity, including, but not limited to, construction checklists, performance tests, performance test demonstrations, commissioning tests, and commissioning test demonstrations.
- B. Basis-of-Design Document: A document prepared by Architect that records concepts, calculations, decisions, and product selections used to comply with Owner's Project Requirements and to suit applicable regulatory requirements, standards, and guidelines.
- C. Commissioning Authority: An entity engaged by Owner, and identified in Section 011000 "Summary," to evaluate Commissioning-Process Work.
- D. Commissioning Plan: A document, prepared by Commissioning Authority, that outlines the organization, schedule, allocation of resources, and documentation of commissioning requirements.
- E. Commissioning: A quality-focused process for verifying and documenting that the facility and all of its systems and assemblies are planned, designed, installed, and tested to comply with Owner's Project Requirements. The requirements specified here are limited to the construction phase commissioning activities. The scope of the commissioning process is defined in Section 011200 "Multiple Contract Summary.
- F. Construction-Phase Commissioning-Process Completion: The stage of completion and acceptance of commissioning process when resolution of deficient conditions and issues discovered during commissioning process and retesting until acceptable results are obtained has been accomplished. Owner will establish in writing the date construction-phase commissioning-process completion is achieved. See Section 017700 "Closeout Procedures" for Certificate of Construction-Phase Commissioning Process Completion submittal requirements.

- 1. Commissioning process is complete when the Work specified of this Section and related Sections has been completed and accepted, including, but not limited to, the following:
  - a. Completion of tests and acceptance of test results.
  - b. Resolution of issues, as verified by retests performed and documented with acceptance of retest results.
  - c. Comply with requirements in Section 017900 "Demonstration and Training."
  - d. Completion and acceptance of submittals and reports.
- G. Owner's Project Requirements: A document that details the functional requirements of a project and the expectations of how it will be used and operated, including Project goals, measurable performance criteria, cost considerations, benchmarks, success criteria, and supporting information. This document is prepared either by the Owner or for the Owner by the Architect or Commissioning Authority.
- H. Owner's Witness: Commissioning Authority, Owner's Project Manager, or Architect-designated witness authorized to authenticate test demonstration data and to sign completed test data forms.
- I. "Systems," "Assemblies," "Subsystems," "Equipment," and "Components": Where these terms are used together or separately, they shall mean "as-built" systems, assemblies, subsystems, equipment, and components.
- J. Test: Performance tests, performance test demonstrations, commissioning tests, and commissioning test demonstrations.
- K. Sampling Procedures and Tables for Inspection by Attributes: As defined in ASQ Z1.4.

# 1.5 COMPENSATION

- A. If Architect, Commissioning Authority, other Owner's witness, or Owner's staff perform additional services or incur additional expenses due to actions of Contractor listed below, compensate Owner for such additional services and expenses.
  - 1. Failure to provide timely notice of commissioning activities schedule changes.
  - 2. Failure to meet acceptance criteria for test demonstrations.
- B. Contractor shall compensate Owner for such additional services and expenses at the rate of \$150 per labor hour, plus \$1,000 per round trip for personnel travelling more than 50 miles, plus per diem allowances for meals and lodging according to current U.S. General Services Administration (GSA) Per Diem Rates.

### 1.6 COMMISSIONING TEAM

- A. Members Appointed by Contractor(s):
  - 1. Commissioning Coordinator: A person or entity employed by Contractor to manage, schedule, and coordinate commissioning process.
  - 2. Project superintendent and other employees that Contractor may deem appropriate for a particular portion of the commissioning process.

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- Subcontractors, installers, suppliers, and specialists that Contractor may deem appropriate for a 3. particular portion of the commissioning process.
- Appointed team members shall have the authority to act on behalf of the entity they represent. 4.

#### B. Members Appointed by Owner:

- Commissioning Authority, plus consultants that Commissioning Authority may deem 1. appropriate for a particular portion of the commissioning process.
- 2. Owner representative(s), facility operations and maintenance personnel, plus other employees, separate contractors, and consultants that Owner may deem appropriate for a particular portion of the commissioning process.
- Architect, plus employees and consultants that Architect may deem appropriate for a particular 3. portion of the commissioning process.

#### 1.7 INFORMATIONAL SUBMITTALS

- Comply with requirements in Section 013300 "Submittal Procedures" for submittal procedure general A. requirements for commissioning process.
- B. Commissioning Plan Information:
  - 1. List of Contractor-appointed commissioning team members to include specific personnel and subcontractors performing the various commissioning requirements.
  - 2. Schedule of commissioning activities, integrated with the Construction Schedule. Comply with requirements in Section 013200 "Construction Progress Documentation" for the Construction Schedule general requirements for commissioning process.
  - 3. Contractor personnel and subcontractors participating in each test.
  - List of instrumentation required for each test to include identification of parties that will provide 4. instrumentation for each test.
- C. Commissioning schedule.
- D. Two-week look-ahead schedules.
- E. Commissioning Coordinator Letter of Authority:
  - Within 10 days after approval of Commissioning Coordinator qualifications, submit a letter of authority for Commissioning Coordinator, signed by a principal of Contractor's firm. Letter shall authorize Commissioning Coordinator to do the following:
    - Make inspections required for commissioning process. a.
    - b. Coordinate, schedule, and manage commissioning process of Contractor, subcontractors, and suppliers.
    - Obtain documentation required for commissioning process from Contractor, c. subcontractors, and suppliers.
    - Report issues, delayed resolution of issues, schedule conflicts, and lack of cooperation or d. expertise on the part of members of the commissioning team.

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- F. Commissioning Coordinator Qualification Data: For entity coordinating Contractor's commissioning activities to demonstrate their capabilities and experience.
  - 1. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of [five] <Insert number> previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
- G. List test instrumentation, equipment, and monitoring devices. Include the following information:
  - 1. Make, model, serial number, and application for each instrument, equipment, and monitoring device.
  - 2. Brief description of intended use.
  - 3. Calibration record showing the following:
    - a. Calibration agency, including name and contact information.
    - b. Last date of calibration.
    - c. Range of values for which calibration is valid.
    - d. Certification of accuracy.
    - e. Certification for calibration equipment traceable to NIST.
    - f. Due date of the next calibration.

# H. Test Reports:

- 1. Pre-Startup Report: Prior to startup of equipment or a system, submit signed, completed construction checklists.
- 2. Test Data Reports: At the end of each day in which tests are conducted, submit test data for tests performed.
- 3. Commissioning Issue Reports: Daily, at the end of each day in which tests are conducted, submit commissioning issue reports for tests for which acceptable results were not achieved.
- 4. Weekly Progress Report: Weekly, at the end of each week in which tests are conducted, submit a progress report.
- 5. Data Trend Logs: Submit data trend logs at the end of the trend log period.
- 6. System Alarm Logs: Daily, at the start of days following a day in which tests were performed, submit printout of log of alarms that occurred since the last log was printed.

# I. Construction Checklists:

- 1. Material checks.
- 2. Installation checks.
- 3. Startup procedures, where required.

### 1.8 CLOSEOUT SUBMITTALS

# A. Commissioning Report:

1. At Construction-Phase Commissioning Completion, include the following:

- a. Pre-startup reports.
- b. Approved test procedures.
- c. Test data forms, completed and signed.
- d. Progress reports.
- e. Commissioning issue report log.
- f. Commissioning issue reports showing resolution of issues.
- g. Correspondence or other documents related to resolution of issues.
- h. Other reports required by commissioning process.
- i. List unresolved issues and reasons they remain unresolved and should be exempted from the requirements for Construction-Phase Commissioning Completion.
- j. Report shall include commissioning work of Contractor.
- B. Request for Certificate of Construction-Phase Commissioning Process Completion.
- C. Operation and Maintenance Data: For proprietary test equipment, instrumentation, and tools to include in operation and maintenance manuals.

# 1.9 QUALITY ASSURANCE

- A. Commissioning Coordinator Qualifications:
  - 1. Documented experience commissioning systems of similar complexity to those contained in these documents on at least [three] <Insert number> projects of similar scope and complexity.
  - 2. Certification of commissioning-process expertise. The following certifications are acceptable. Owner reserves the right to accept or reject certifications as evidence of qualification.
    - a. Certified Commissioning Authority, by AABC Commissioning Group (ACG).
    - b. Commissioning-Process Management Professional, by American Society of Heating, Refrigerating and Air-Conditioning Engineers.
    - c. Certified Commissioning Professional, by Building Commissioning Association.
    - d. Accredited Commissioning-Process Authority Professional, by University of Wisconsin.
    - e. Accredited Commissioning-Process Manager, by University of Wisconsin.
    - f. Accredited Green Commissioning-Process Provider, by University of Wisconsin.
- B. Calibration Agency Qualifications: Certified by The American Association for Laboratory Accreditation that the calibration agency complies with minimum requirements of ISO/IEC 17025.

### PART 2 - PRODUCTS

# 2.1 TEST EQUIPMENT, INSTRUMENTATION, AND TOOLS

A. Test equipment and instrumentation required to perform the commissioning process shall remain the property of Contractor unless otherwise indicated.

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- B. Test equipment and instrumentation required to perform commissioning process shall comply with the following criteria:
  - 1. Be manufactured for the purpose of testing and measuring tests for which they are being used and have an accuracy to test and measure system performance within the tolerances required to determine acceptable performance.
  - 2. Calibrated and certified.
    - a. Calibration performed and documented by a qualified calibration agency according to national standards applicable to the tools and instrumentation being calibrated. Calibration shall be current according to national standards or within test equipment and instrumentation manufacturer's recommended intervals, whichever is more frequent, but not less than within six months of initial use on Project. Calibration tags shall be permanently affixed.
    - b. Repair and recalibrate test equipment and instrumentation if dismantled, dropped, or damaged since last calibrated.
  - 3. Maintain test equipment and instrumentation.
  - 4. Use test equipment and instrumentation only for testing or monitoring Work for which they are designed.

# 2.2 PROPRIETARY TEST EQUIPMENT, INSTRUMENTATION, AND TOOLS

- A. Proprietary test equipment, instrumentation, and tools are those manufactured or prescribed by tested equipment manufacturer and required for work on its equipment as a condition of equipment warranty, or as otherwise required to service, repair, adjust, calibrate, or perform work on its equipment.
  - 1. Identify proprietary test equipment, instrumentation, and tools required in the test equipment identification list submittal.
  - 2. Proprietary test equipment, instrumentation, and tools shall become the property of Owner at Substantial Completion.

# 2.3 REPORT FORMAT AND ORGANIZATION

- A. General Format and Organization:
  - 1. Bind report in three-ring binders.
  - 2. Label the front cover and spine of each binder with the report title, volume number, project name, Contractor's name, and date of report.
  - 3. Record report on compact disk.
  - 4. Electronic Data: Portable document format (PDF); a single file with outline-organized bookmarks for major and minor tabs and tab contents itemized for specific reports.
- B. Commissioning Report:
  - 1. Include a table of contents and an index to each test.
  - 2. Include major tabs for each Specification Section.
  - 3. Include minor tabs for each test.

- 4. Within each minor tab, include the following:
  - a. Test specification.
  - b. Pre-startup reports.
  - c. Approved test procedures.
  - d. Test data forms, completed and signed.
  - e. Commissioning issue reports, showing resolution of issues, and documentation related to resolution of issues pertaining to a single test. Group data forms, commissioning issue reports showing resolution of issues, and documentation related to resolution of issues for each test repetition together within the minor tab, in reverse chronological order (most recent on top).

### **PART 3 - EXECUTION**

### 3.1 PREPARATION

A. Review preliminary construction checklists and preliminary test procedures and data forms.

# 3.2 CONSTRUCTION CHECKLISTS

- A. Construction checklists cannot modify or conflict with the Contract Documents.
- B. Create construction checklists based on actual systems and equipment to be included in Project.
- C. Material Checks: Compare specified characteristics and approved submittals with materials as received. Include factory tests and other evaluations, adjustments, and tests performed prior to shipment if applicable.
  - 1. Service connection requirements, including configuration, size, location, and other pertinent characteristics.
  - 2. Included optional features.
  - 3. Delivery Receipt Check: Inspect and record physical condition of materials and equipment on delivery to Project site, including agreement with approved submittals, cleanliness, and lack of damage.
  - 4. Installation Checks:
    - a. Location according to Drawings and approved Shop Drawings.
    - b. Configuration.
    - c. Compliance with manufacturers' written installation instructions.
    - d. Attachment to structure.
    - e. Access clearance to allow for maintenance, service, repair, removal, and replacement without the need to disassemble or remove other equipment or building elements. Access coordinated with other building elements and equipment, including, but not limited to, ceiling and wall access panels, in a manner consistent with OSHA fall-protection regulations and safe work practices.
    - f. Utility connections are of the correct characteristics, as applicable.
    - g. Correct labeling and identification.

- Startup Checks: Verify readiness of equipment to be energized. Include manufacturer's h. standard startup procedures and forms.
- D. Startup: Perform and document initial operation of equipment to prove that it is installed properly and operates as intended according to manufacturer's standard startup procedures, at minimum.

#### E. Performance Tests:

- 1. Static Tests: As specified elsewhere, including, but not limited to, duct and pipe leakage tests, insulation-resistance tests, and water-penetration tests.
- 2. Component Performance Tests: Tests evaluate the performance of an input or output of components under a full range of operating conditions.
- Equipment and Assembly Performance Tests: Test and evaluate performance of equipment and 3. assemblies under a full range of operating conditions and loads.
- 4. System Performance Tests: Test and evaluate performance of systems under a full range of operating conditions and loads.
- Intersystem Performance Tests: Test and evaluate the interface of different systems under a full 5. range of operating conditions and loads.
- F. Deferred Construction Checklists: Obtain Owner approval of proposed deferral of construction checklists, including proposed schedule of completion of each deferred construction checklist, before submitting request for Certificate of Construction-Phase Commissioning Process Completion. When approved, deferred construction checklists may be completed after date of Construction-Phase Commissioning Completion. Include the following in a request for Certificate of Construction-Phase Commissioning Process Completion:
  - 1. Identify deferred construction checklists by number and title.
  - 2. Provide a target schedule for completion of deferred construction checklists.
  - 3. Written approval of proposed deferred construction checklists, including approved schedule of completion of each deferred construction checklist.
- G. Delayed Construction Checklists: Obtain Owner approval of proposed delayed construction checklists, including proposed schedule of completion of each delayed construction checklist, before submitting request for Certificate of Construction-Phase Commissioning Process Completion. When approved, delayed construction checklists may be completed after date of Construction-Phase Commissioning Completion. Include the following in a request for Certificate of Construction-Phase Commissioning **Process Completion:** 
  - 1. Identify delayed construction checklist by construction checklist number and title.
  - 2. Provide a target schedule for completion of delayed construction checklists.
  - Written approval of proposed delayed construction checklists, including approved schedule of 3. completion of each delayed construction checklist.

#### 3.3 GENERAL EXECUTION REQUIREMENTS

- Schedule and coordinate commissioning process with the Construction Schedule. A.
- B. Perform activities identified in construction checklists, including tests, and document results of actions as construction proceeds.

- C. Perform test demonstrations for Owner's witness. Unless otherwise indicated, demonstrate tests for 100 percent of work to which the test applies. In some instances, demonstration of a random sample of other than 100 percent of the results of a test is specified.
  - 1. Where sampling is specified, the sampling plan and procedure for the test demonstration shall be determined using ASQ Z1.4.
    - a. General Inspection: Level I.
    - b. Special Inspection: Level S-1.
    - c. Acceptance Quality Limit (AQL) of 1.5.
  - 2. The "lot size" in ASQ Z1.4 is the sum of the number of items to which the test demonstration applies, as described in the scope subparagraph of each test.
  - 3. On determination of the sample size, the samples shall be selected randomly by Owner's witness at the time of the test demonstration.
  - 4. Include in the Commissioning Plan a detailed list of the test demonstrations with lot and sample quantities for each test.
- D. Report test data and commissioning issue resolutions.
- E. Schedule personnel to participate in and perform Commissioning-Process Work.
- F. Installing contractors' commissioning responsibilities include, but are not limited to, the following:
  - 1. Operating the equipment and systems they install during tests.
  - 2. In addition, installing contractors may be required to assist in tests of equipment and systems with which their work interfaces.

## 3.4 COMMISSIONING COORDINATOR RESPONSIBILITIES

- A. Management and Coordination: Manage, schedule, and coordinate commissioning process, including, but not limited to, the following:
  - 1. Coordinate with subcontractors on their commissioning responsibilities and activities.
  - 2. Obtain, assemble, and submit commissioning documentation.
  - 3. Conduct periodic on-site commissioning meetings. Comply with requirements in Section 013100 "Project Management and Coordination."
  - 4. Develop and maintain the commissioning schedule. Integrate commissioning schedule into the Construction Schedule. Update Construction Schedule at specified intervals.
  - 5. Review and comment on preliminary test procedures and data forms.
  - 6. Report inconsistencies and issues in system operations.
  - 7. Verify that tests have been completed and results comply with acceptance criteria, and that equipment and systems are ready before scheduling test demonstrations.
  - 8. Direct and coordinate test demonstrations.
  - 9. Coordinate witnessing of test demonstrations by Owner's witness.
  - 10. Coordinate and manage training. Be present during training sessions to direct video recording, present training, and direct the training presentations of others. Comply with requirements in Section 017900 "Demonstration and Training."
  - 11. Prepare and submit specified commissioning reports.

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- 12. Track commissioning issues until resolution and retesting is successfully completed.
- 13. Retain original records of Commissioning-Process Work, organized as required for the commissioning report. Provide Owner's representative access to these records on request.
- 14. Assemble and submit commissioning report.

## 3.5 COMMISSIONING TESTING

- A. Quality Control: Construction checklists, including tests, are quality-control tools designed to improve the functional quality of Project. Test demonstrations evaluate the effectiveness of Contractor's quality-control process.
- B. Owner's witness will be present to witness commissioning work requiring the signature of an owner's witness, including, but not limited to, test demonstrations. Owner's project manager will coordinate attendance by Owner's witness with Contractor's published Commissioning Schedule. Owner's witness will provide no labor or materials in the commissioning work. The only function of Owner's witness will be to observe and comment on the progress and results of commissioning process.

## C. Construction Checklists:

- 1. Complete construction checklists as Work is completed.
- 2. Distribute construction checklists to installing contractors before they start work.
- 3. Installers:
  - a. Verify installation using approved construction checklists as Work proceeds.
  - b. Complete and sign construction checklists weekly for work performed during the preceding week.
- 4. Provide Commissioning Authority access to construction checklists.
- D. Installation Compliance Issues: Record as an installation compliance issue Work found to be incomplete, inaccessible, at variance with the Contract Documents, nonfunctional, or that does not comply with construction checklists. Record installation compliance issues on the construction checklist at the time they are identified. Record corrective action and how future Work should be modified before signing off the construction checklist.
- E. Pre-Startup Audit: Prior to executing startup procedures, review completed installation checks to determine readiness for startup and operation. Report conditions, which, if left uncorrected, adversely impact the ability of systems or equipment to operate satisfactorily or to comply with acceptance criteria. Prepare pre-startup report for each system.
- F. Test Procedures and Test Data Forms:
  - 1. Test procedures shall define the step-by-step procedures to be used to execute tests and test demonstrations.
  - 2. Test procedures shall be specific to the make, model, and application of the equipment and systems being tested.
  - 3. Completed test data forms are the official records of the test results.

- 4. Commissioning Authority will provide to Contractor preliminary test procedures and test data forms for performance tests and commissioning tests after approval of Product Data, Shop Drawings, and preliminary operation and maintenance manual.
- 5. Review preliminary test procedures and test data forms, and provide comments within 14 days of receipt from Commissioning Authority. Review shall address the following:
  - a. Equipment protection and warranty issues, including, but not limited to, manufacturers' installation and startup recommendations, and operation and maintenance instructions.
  - b. Applicability of the procedure to the specific software, equipment, and systems approved for installation.
- 6. After Contractor has reviewed and commented on the preliminary test procedures and test data forms, Commissioning Authority will revise and reissue the approved revised test procedures and test data forms marked "Approved for Testing."
- 7. Use only approved test procedures and test data forms marked "Approved for Testing" to perform and document tests and test demonstrations.

## G. Performance of Tests:

- 1. The sampling rate for tests is 100 percent. The sampling rate for test demonstrations is 100 percent unless otherwise indicated.
- 2. Perform and complete each step of the approved test procedures in the order listed.
- 3. Record data observed during performance of tests on approved data forms at the time of test performance and when the results are observed.
- 4. Record test results that are not within the range of acceptable results on commissioning issue report forms in addition to recording the results on approved test procedures and data forms according to the "Commissioning Compliance Issues" Paragraph in this Article.
- 5. On completion of a test, sign the completed test procedure and data form. Tests for which test procedures and data forms are incomplete, not signed, or which indicate performance that does not comply with acceptance criteria will be rejected. Tests for which test procedures and data forms are rejected shall be repeated and results resubmitted.

## H. Performance of Test Demonstration:

- 1. Perform test demonstrations on a sample of tests after test data submittals are approved. The sampling rate for test demonstrations shall be 100 percent unless otherwise indicated in the individual test specification.
- 2. Notify Owner's witness at least three days in advance of each test demonstration.
- 3. Perform and complete each step of the approved test procedures in the order listed.
- 4. Record data observed during performance of test demonstrations on approved data forms at the time of demonstration and when the results are observed.
- 5. Provide full access to Owner's witness to directly observe the performance of all aspects of system response during the test demonstration. On completion of a test demonstration, sign the completed data form and obtain signature of Owner's witness at the time of the test to authenticate the reported results.
- 6. Test demonstration data forms not signed by Contractor and Owner's witness at the time of the completion of the procedure will be rejected. Test demonstrations for which data forms are rejected shall be repeated and results shall be resubmitted.

- Exception for Failure of Owner's Witness to Attend: Failure of Owner's witness to be a. present for agreed-on schedule of test demonstration shall not delay Contractor. If Owner's witness fails to attend a scheduled test, Contractor shall proceed with the scheduled test. On completion, Contractor shall sign the data form for Contractor and for Owner's witness, and shall note the absence of Owner's witness at the scheduled time and place.
- 7. False load test requirements are specified in related sections.
  - Where false load testing is specified, provide temporary equipment, power, controls, wiring, piping, valves, and other necessary equipment and connections required to apply the specified load to the system. False load system shall be capable of steady-state operation and modulation at the level of load specified. Equipment and systems permanently installed in this work shall not be used to create the false load without Architect's written approval.

#### I. Deferred Tests:

- Deferred Test List: Identify, in the request for Certificate of Construction-Phase Commissioning 1. Process Completion, proposed deferred tests or other tests approved for deferral until specified seasonal or other conditions are available. When approved, deferred tests may be completed after the date of Construction-Phase Commissioning Completion. Identify proposed deferred tests in the request for Certificate of Construction-Phase Commissioning Process Completion as follows:
  - Identify deferred tests by number and title. a.
  - Provide a target schedule for completion of deferred tests. b.
- 2. Schedule and coordinate deferred tests. Schedule deferred tests when specified conditions are available. Notify Architect and Commissioning Authority at least three working days (minimum) in advance of tests.
- Where deferred tests are specified, coordinate participation of necessary personnel and of 3. Architect, Commissioning Authority, and Owner's witness. Schedule deferred tests to minimize occupant and facility impact. Obtain Architect's approval of the proposed schedule.

#### Delayed Tests: J.

- 1. Delayed Test List: Identify, in the request for Certificate of Construction-Phase Commissioning Process Completion, proposed delayed tests. Obtain Owner approval of proposed delayed tests, including proposed schedule of completion of each delayed test, before submitting request for Certificate of Construction-Phase Commissioning Process Completion. Include the following in the request for Certificate of Construction-Phase Commissioning Process Completion:
  - Identify delayed tests by test number and title.
  - Written approval of proposed delayed tests, including approved schedule of completion b. of delayed tests.

- 2. Schedule and coordinate delayed tests. Schedule delayed tests when conditions that caused the delay have been rectified. Notify Architect and Commissioning Authority at least three working days (minimum) in advance of tests.
- 3. Where delayed tests are approved, coordinate participation of necessary personnel and of Architect, Commissioning Authority, and Owner's witness. Schedule delayed tests to minimize occupant and facility impact. Obtain Architect's approval of the proposed schedule.

# K. Commissioning Compliance Issues:

- 1. Test results that are not within the range of acceptable results are commissioning compliance issues.
- 2. Track and report commissioning compliance issues until resolution and retesting are successfully completed.
- 3. If a test demonstration fails, determine the cause of failure. Direct timely resolution of issue and then repeat the demonstration. If a test demonstration must be repeated due to failure caused by Contractor work or materials, reimburse Owner for billed costs for the participation in the repeated demonstration.
- 4. Test Results: If a test demonstration fails to meet the acceptance criteria, perform the following:
  - a. Complete a commissioning compliance issue report form promptly on discovery of test results that do not comply with acceptance criteria.
  - b. Submit commissioning compliance issue report form within 24 hours of the test.
  - c. Determine the cause of the failure.
  - d. Establish responsibility for corrective action if the failure is due to conditions found to be Contractor's responsibility.
- 5. Commissioning Compliance Issue Report: Provide a commissioning compliance issue report for each issue. Do not report multiple issues on the same commissioning compliance issue report.
  - a. Exception: If an entire class of devices is determined to exhibit the identical issue, they may be reported on a single commissioning compliance issue report. (For example, if all return-air damper actuators that are specified to fail to the open position are found to fail to the closed position, they may be reported on a single commissioning issue report. If a single commissioning issue report is used for multiple commissioning compliance issues, each device shall be identified in the report, and the total number of devices at issue shall be identified.
  - b. Complete and submit Part 1 of the commissioning compliance issue report immediately when the condition is observed.
  - c. Record the commissioning compliance issue report number and describe the deficient condition on the data form.
  - d. Resolve commissioning compliance issues promptly. Complete and submit Part 2 of the commissioning compliance issue report when issues are resolved.
- 6. Diagnose and correct failed test demonstrations as follows:
  - a. Perform diagnostic tests and activities required to determine the fundamental cause of issues observed.

- b. Record each step of the diagnostic procedure prior to performing the procedure. Update written procedure as changes become necessary.
- c. Record the results of each step of the diagnostic procedure.
- d. Record the conclusion of the diagnostic procedure on the fundamental cause of the issue.
- e. Determine and record corrective measures.
- f. Include diagnosis of fundamental cause of issues in commissioning compliance issue report.

## 7. Retest:

- a. Schedule and repeat the complete test procedure for each test demonstration for which acceptable results are not achieved. Obtain signature of Owner's witness on retest data forms. Repeat test demonstration until acceptable results are achieved. Except for issues that are determined to result from design errors or omissions, or other conditions beyond Contractor's responsibility, compensate Owner for direct costs incurred as the result of repeated test demonstrations to achieve acceptable results.
- b. For each repeated test demonstration, submit a new test data form, marked "Retest."
- 8. Do not correct commissioning compliance issues during test demonstrations.
  - a. Exceptions will be allowed if the cause of the issue is obvious and resolution can be completed in less than 5 minutes. If corrections are made under this exception, note the deficient conditions on the test data form and issue a commissioning compliance issue report. A new test data form, marked "Retest," shall be initiated after the resolution has been completed.

## 3.6 COMMISSIONING MEETINGS

A. Schedule and conduct commissioning meetings. Comply with requirements in Section 013100 "Project Management and Coordination."

## 3.7 SEQUENCING

- A. Sequencing of Commissioning Verification Activities: For a particular material, item of equipment, assembly, or system, perform the following in the order listed unless otherwise indicated:
  - 1. Construction Checklists:
    - a. Material checks.
    - b. Installation checks.
    - c. Startup, as appropriate. Some startup may depend on component performance. Such startup may follow component performance tests on which the startup depends.
    - d. Performance Tests:

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- 1) Static tests, as appropriate.
- 2) Component performance tests. Some component performance tests may depend on completion of startup. Such component performance tests may follow startup.
- 3) Equipment and assembly performance tests.
- 4) System performance tests.
- 5) Intersystem performance tests.
- 2. Commissioning tests.
- B. Before performing commissioning tests, verify that materials, equipment, assemblies, and systems are delivered, installed, started, and adjusted to perform according to construction checklists.
- C. Verify readiness of materials, equipment, assemblies, and systems by performing tests prior to performing test demonstrations. Notify Architect if acceptable results cannot be achieved due to conditions beyond Contractor's control or responsibility.
- D. Commence tests as soon as installation checks for materials, equipment, assemblies, or systems are satisfactorily completed. Tests of a particular system may proceed prior to completion of other systems, provided the incomplete work does not interfere with successful execution of test.

### 3.8 SCHEDULING

- A. Commence commissioning process as early in the construction period as possible.
- B. Commissioning Schedule: Integrate commissioning activities into Construction Schedule. See Section 013200 "Construction Progress Documentation."
  - 1. Include detailed commissioning activities in monthly updated Construction Schedule and short-interval schedule submittals.
  - 2. Schedule the start date and duration for the following commissioning activities:
    - a. Submittals.
    - b. Preliminary operation and maintenance manual submittals.
    - c. Installation checks.
    - d. Startup, where required.
    - e. Performance tests.
    - f. Performance test demonstrations.
    - g. Commissioning tests.
    - h. Commissioning test demonstrations.
  - 3. Schedule shall include a line item for each installation check, startup, and test activity specific to the equipment or systems involved.
  - 4. Determine milestones and prerequisites for commissioning process. Show commissioning milestones, prerequisites, and dependencies in monthly updated critical-path-method construction schedule and short-interval schedule submittals.
- C. Two-Week Look-Ahead Commissioning Schedule:

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- 1. Two weeks prior to the beginning of tests, submit a detailed two-week look-ahead schedule. Thereafter, submit updated two-week look-ahead schedules weekly for the duration of commissioning process.
- 2. Two-week look-ahead schedules shall identify the date, time, beginning location, Contractor personnel required, and anticipated duration for each startup or test activity.
- 3. Use two-week look-ahead schedules to notify and coordinate participation of Owner's witnesses.

### D. Owner's Witness Coordination:

- 1. Coordinate Owner's witness participation via Architect.
- 2. Notify Architect of commissioning schedule changes at least two work days in advance for activities requiring the participation of Owner's witness.

### 3.9 COMMISSIONING REPORTS

## A. Test Reports:

- 1. Pre-startup reports include observations of the conditions of installation, organized into the following sections:
  - a. Equipment Model Verification: Compare contract requirements, approved submittals, and provided equipment. Note inconsistencies.
  - b. Preinstallation Physical Condition Checks: Observe physical condition of equipment prior to installation. Note conditions including, but not limited to, physical damage, corrosion, water damage, or other contamination or dirt.
  - c. Preinstallation Component Verification Checks: Verify components supplied with the equipment, preinstalled or field installed, are correctly installed and functional. Verify external components required for proper operation of equipment correctly installed and functional. Note missing, improperly configured, improperly installed, or nonfunctional components.
  - d. Summary of Installation Compliance Issues and Corrective Actions: Identify installation compliance issues and the corrective actions for each. Verify that issues noted have been corrected.
  - e. Evaluation of System Readiness for Startup: For each item of equipment for each system for which startup is anticipated, document in summary form acceptable to Owner completion of equipment model verification, preinstallation physical condition checks, preinstallation component verification checks, and completion of corrective actions for installation compliance issues.

# 2. Test data reports include the following:

- a. "As-tested" system configuration. Complete record of conditions under which the test was performed, including, but not limited to, the status of equipment, systems, and assemblies; temporary adjustments and settings; and ambient conditions.
- b. Data and observations, including, but not limited to, data trend logs, recorded during the tests.
- c. Signatures of individuals performing and witnessing tests.
- d. Data trend logs accumulated overnight from the previous day of testing.

- 3. Commissioning Compliance Issue Reports: Report as commissioning compliance issues results of tests and test demonstrations that do not comply with acceptance criteria. Report only one issue per commissioning compliance issue report. Use sequentially numbered facsimiles of commissioning compliance issue report form included in this Section, or other form approved by Owner. Distribute commissioning compliance issue reports to parties responsible for taking corrective action. Identify the following:
  - a. Commissioning compliance issue report number. Assign unique, sequential numbers to individual commissioning compliance issue reports when they are created, to be used for tracking.
  - b. Action distribution list.
  - c. Report date.
  - d. Test number and description.
  - e. Equipment identification and location.
  - f. Briefly describe observations about the performance associated with failure to achieve acceptable results. Identify the cause of failure if apparent.
  - g. Diagnostic procedure or plan to determine the cause (include in initial submittal)
  - h. Diagnosis of fundamental cause of issues as specified below (include in resubmittal).
  - i. Fundamental cause of unacceptable performance as determined by diagnostic tests and activities.
  - j. When issues have been resolved, update and resubmit the commissioning issue report forms by completing Part 2. Identify resolution taken and the dates and initials of the persons making the entries.
  - k. Schedule for retesting.
- 4. Weekly progress reports include information for tests conducted since the preceding report and the following:
  - a. Completed data forms.
  - b. Equipment or system tested, including test number, system or equipment tag number and location, and notation about the apparent acceptability of results.
  - c. Activities scheduled but not conducted per schedule.
  - d. Commissioning compliance issue report log.
  - e. Schedule changes for remaining Commissioning-Process Work, if any.
- 5. Data trend logs shall be initiated and running prior to the time scheduled for the test demonstration.
  - a. Trend log data format shall be multiple data series graphs. Where multiple data series are trend logged concurrently, present the data on a common horizontal time axis. Individual data series may be presented on a segmented vertical axis to avoid interference of one data series with another, and to accommodate different axis scale values. Graphs shall be sufficiently clear to interpret data within the accuracy required by the acceptance criteria.
  - b. Attach to the data form printed trend log data collected during the test or test demonstration.
  - c. Record, print out, and attach to the data form operator activity during the time the trend log is running. During the time the trend log is running, operator intervention not directed by the test procedure invalidates the test results.

- 6. System Alarm Logs: Record and print out a log of alarms that occurred since the last log was printed. Evaluate alarms to determine if the previous day's work resulted in any conditions that are not considered "normal operation."
  - a. Conditions that are not considered "normal operation" shall be reported on a commissioning issue report attached to the alarm log. Resolve as necessary. The intent of this requirement is to discover control system points or sequences left in manual or disabled conditions, equipment left disconnected, set points left with abnormal values, or similar conditions that may have resulted from failure to fully restore systems to normal, automatic control after test completion.

## 3.10 CERTIFICATE OF CONSTRUCTION-PHASE COMMISSIONING PROCESS COMPLETION

- A. When Contractor considers that construction-phase commissioning process, or a portion thereof which Owner agrees to accept separately, is complete, Contractor shall prepare and submit to Owner and Commissioning Authority through Architect a comprehensive list of items to be completed or corrected. Failure to include an item on such list does not alter Contractor's responsibility to compete commissioning process.
- B. On receipt of Contractor's list, Commissioning Authority will make an inspection to determine whether the construction-phase commissioning process or designated portion thereof is complete. If Commissioning Authority's inspection discloses items, whether included on Contractor's list, which is not sufficiently complete as defined in "Construction-Phase Commissioning Process Completion" Paragraph in the "Definitions" Article, Contractor shall, before issuance of the Certificate of Construction-Phase Commissioning Process Completion, complete or correct such items on notification by Commissioning Authority. In such case, Contractor shall then submit a request for another inspection by Commissioning Authority to determine construction-phase commissioning process completion.
- C. Contractor shall promptly correct deficient conditions and issues discovered during commissioning process. Costs of correcting such deficient conditions and issues, including additional testing and inspections, the cost of uncovering and replacement, and compensation for Architect's and Commissioning Authority's services and expenses made necessary thereby, shall be at Contractor's expense.
- D. When construction-phase commissioning process or designated portion is complete, Commissioning Authority will prepare a Certificate of Construction-Phase Commissioning Process Completion that shall establish the date of completion of construction-phase commissioning process. Certificate of Construction-Phase Commissioning Process Completion shall be submitted prior to requesting inspection for determining date of Substantial Completion.

END OF SECTION 019113

### **SECTION 023313**

### UNDERGROUND UTILITY LOCATOR SERVICE

### PART 1 GENERAL

### 1.01 REFERENCES

- A. American Society of Civil Engineers, CI/ASCE 38-02, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data."
- B. American Public Works Association, Uniform Color Code."

### 1.02 DEFINITIONS

- A. Utility Quality Levels:
  - 1. Level A: Precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, usually at a specific point. Minimally intrusive excavation equipment is typically used to minimize the potential for utility damage. A precise horizontal and vertical location, as well as other utility attributes, is shown on plan documents. Accuracy is typically set to 15-mm vertical and to applicable horizontal survey and mapping accuracy as defined or expected by the project owner.
  - 2. Level B: Information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities. Quality level B data should be reproducible by surface geophysics at any point of their depiction. This information is surveyed to applicable tolerances defined by the project and reduced onto plan documents.

### 1.03 DESCRIPTION

- A. Retain an independent utility locator service company to field locate and mark existing underground utilities and service connections. The word "independent" as used above means a person not in the regular employment of the Contractor or having any vested interest in the Contractor's business.
  - Level B locator service shall be performed in all project areas where excavations, regrading of the ground surface, and penetrations of the ground surface are to be performed.
    - a. Contractor shall include a minimum of 4 hours of Level A locator service to locate underground utilities as identified on the contract drawings or as identified during the Level B investigation that require more specific location, invert elevation, size, etc. Level A investigation shall only be performed at locations where shown or as directed.

- b. In heavy metal areas, such as near perimeter fences, ground penetrating radar shall be used to determine the location of underground utilities. The use of equipment that induce a tracing signal along the utility path (such as a Metrotech unit) can cause false readings, shall not be used within five feet of fences.
- 2. The Level A investigation shall be performed as follows:
  - a. Hand excavation may be performed for depths of three feet or less
  - b. Vacuum excavation shall be performed at depths greater than three feet.
  - c. All excavation test pits shall be backfilled by close of business that day.
- 3. Support and protect all utilities and service connections to remain in place.
- 4. The locator service shall field locate and mark underground utilities and service connections prior to excavation.
- 5. The contractor shall be responsible for coordinating the extent of the areas of subsurface investigation required to locate all underground utilities and service connections in the areas of excavation.
- 6. All costs associated with the repair of underground utilities and service connections hit/damaged during the investigative work shall be the responsibility of the contractor.
- 7. Utility location services shall be in accordance with the provisions of CIASCE 38-02, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data."

### 1.04 SUBMITTALS

- A. Quality Control Submittals:
  - Submit detailed experience and qualification information about the underground utility locator service company and the persons that will be performing the Work. Detailed experience and qualification information shall include:
    - Minimum of five (5) years experience in field locating, marking and staking out of existing underground utilities and service connections.
      - Qualifying Experience: Project information of 5 similar projects, which the locator service company, had worked on during the past 5 years. Information shall include for each project:
        - a) Name and Address of project.
        - b) Dates worked on project.
        - Name and telephone Number of contact person at the project site for which the locator service was performed.

- b) Description of types of utility locator equipment (investigation equipment) that company will utilize to perform the underground utility investigation.
- c) Names of persons that the persons that will be performing the Work, including the number of years of experience and training that the persons have in the use of the equipment. Include copy of training certificates for locator equipment proving the person performing the locator service are trained on the equipment being used.
- 2. Submit Quality Control Submittals within 10 days of contract award.

## B. Investigative Report:

- Submit detailed written report and scaled drawings of the subsurface investigation, documenting all underground utilities and service connections located and identified.
  - a. All documentation shall be referenced to existing data (horizontal and vertical) previously established.
  - b. Provide three (3) paper copies and one (1) electronic copy of detailed written report and drawings.
- 2. Submit Investigative Report at least two weeks prior to advancing construction within the scheduled areas of excavation within the project site.

### 1.05 COORDINATION AND SCHEDULING

- A. Coordinate the Work to determine the extent of the areas of subsurface investigation required to locate all underground utilities and service connections in the areas of excavation.
- B. Coordinate the Work with the Director's Representative to minimize utility disruptions and facility operations. Provide a schedule for the Work required to the Director's Representative for approval. Upon approval of the schedule, notify the Director's Representative a minimum of three (3) working days prior to performing the Work.
- C. Within the areas of excavation, all underground utilities and service connections shall be field located and their locations marked at least two (2) weeks prior to the performance of the required excavation work.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.01 WORK AREAS AND PERFORMANCE

- A. If any underground utilities and service connections are hit or damaged during the Work, immediately inform the Director's Representative for directions on how to proceed.
- B. The utility locator service investigative work, field location and marking of underground utilities and service connections and submission of the investigative report must be completed before any excavation work can begin.
  - 1. Contractor shall maintain markings throughout the contract duration or until a time when directed (in writing) by the Director's Representative that maintaining of the markings are no longer required.
- C. Provide subsurface investigation information, detailed written report and drawings of the subsurface investigation, documenting all underground utilities and service connections located and identified, prior to the performance of the required excavation work.
- D. If during the Level B investigations, unknown underground utilities are discovered, the Director's Representative shall be notified as soon as possible or before the close of that business day.
- E. Field Marking of underground utilities shall follow the American Public Works Association (APWA) uniform color code:

White: Proposed Excavation.

Pink: Temporary Survey Markings.

Red: Electric power lines, cables, conduit and lighting cables.

Gas, oil, steam, petroleum and gaseous material. Yellow:

Orange: Communications, alarm, signal lines, cables or conduit.

Blue: Potable water.

Purple: Reclaimed water, irrigation and slurry lines.

Sewer and drain lines. Green:

**END OF SECTION** 

### SECTION 031000 - CONCRETE FORMING AND ACCESSORIES

### PART 1 - GENERAL

# 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. Section Includes:
  - 1. Form-facing material for cast-in-place concrete.
  - 2. Bracing and anchoring.
- B. Related Requirements:

# 1.3 DEFINITIONS

- A. Form-Facing Material: Temporary structure or mold for the support of concrete while the concrete is setting and gaining sufficient strength to be self-supporting.
- B. Formwork: The total system of support of freshly placed concrete, including the mold or sheathing that contacts the concrete, as well as supporting members, hardware, and necessary bracing.

### 1.4 ACTION SUBMITTALS

- A. Product Data: For each of the following:
  - 1. Concealed surface form-facing material.
  - 2. Form ties.
  - 3. Form-release agent.

### 1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For testing and inspection agency.

# 1.6 QUALITY ASSURANCE

### PART 2 - PRODUCTS

## 2.1 PERFORMANCE REQUIREMENTS

- A. Concrete Formwork: Design, engineer, erect, brace, and maintain formwork in accordance with ACI 301 (ACI 301M), to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads, so that resulting concrete conforms to the required shapes, lines, and dimensions.
  - 1. Design wood panel forms in accordance with APA's "Concrete Forming Design/Construction Guide."
  - 2. Design formwork to limit deflection of form-facing material to 1/240 of center-to-center spacing of supports.

## 2.2 FORM-FACING MATERIALS

- A. As-Cast Surface Form-Facing Material:
  - 1. Provide continuous, true, and smooth concrete surfaces.
  - 2. Furnish in largest practicable sizes to minimize number of joints.
  - 3. Acceptable Materials: As required to comply with Surface Finish designations specified in Section 033000 "Cast-In-Place Concrete, and as follows:
    - a. Plywood, metal, or other approved panel materials.
    - b. Exterior-grade plywood panels, suitable for concrete forms, complying with DOC PS 1, and as follows:
      - 1) APA Plyform Class I, B-B or better; mill oiled and edge sealed.
- B. Concealed Surface Form-Facing Material: Lumber, plywood, metal, plastic, or another approved material.
  - 1. Provide lumber dressed on at least two edges and one side for tight fit.

### 2.3 RELATED MATERIALS

- A. Chamfer Strips: Wood, PVC, or rubber strips, 3/4 by 3/4 inch (19 by 19 mm), minimum.
- B. Rustication Strips: Wood, PVC, or rubber strips, kerfed for ease of form removal.
- C. Form-Release Agent: Commercially formulated form-release agent that does not bond with, stain, or adversely affect concrete surfaces and does not impair subsequent treatments of concrete surfaces.
- D. Form Ties: Factory-fabricated, removable or snap-off, glass-fiber-reinforced plastic or metal form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.

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- Furnish units that leave no corrodible metal closer than 1 inch (25 mm) to the plane of 1. exposed concrete surface.
- 2. Furnish ties that, when removed, leave holes no larger than 1 inch (25 mm) in diameter in concrete surface.

## PART 3 - EXECUTION

#### 3.1 INSTALLATION OF FORMWORK

- Comply with ACI 301 (ACI 301M). Α.
- B. Construct formwork, so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117 (ACI 117M) and to comply with the Surface Finish designations specified in Section 033000 "Cast-In-Place Concrete" for as-cast finishes.
- C. Limit concrete surface irregularities as follows:
  - 1. Surface Finish-1.0: ACI 117 Class D, 1 inch (25 mm), for surfaces that will not be exposed to view.
  - 2. Surface Finish-2.0: ACI 117 Class B, 1/4 inch (6 mm), for surfaces that will be exposed to view.
- Construct forms tight enough to prevent loss of concrete mortar. D.
  - 1. Minimize joints.
  - 2. Exposed Concrete: Symmetrically align joints in forms.
- E. Construct removable forms for easy removal without hammering or prying against concrete surfaces.
  - 1. Provide crush or wrecking plates where stripping may damage cast-concrete surfaces.
  - 2. Install keyways, recesses, and other accessories, for easy removal.
- F. Do not use rust-stained, steel, form-facing material.
- Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required G. elevations and slopes in finished concrete surfaces.
  - 1. Provide and secure units to support screed strips
  - Use strike-off templates or compacting-type screeds. 2.
- H. Provide temporary openings for cleanouts and inspection ports where interior area of formwork is inaccessible.
  - 1. 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. 2.

- Chamfer exterior corners and edges of permanently exposed concrete. I.
- J. At construction joints, overlap forms onto previously placed concrete not less than 12 inches (305 mm).
- K. Form keyways, blocking, screeds, and bulkheads required in the Work.
  - Determine sizes and locations from trades providing such items. 1.
  - Obtain written approval of Engineer prior to forming openings not indicated on 2. Drawings.

#### L. Construction and Movement Joints:

- 1. Construct joints true to line with faces perpendicular to surface plane of concrete.
- 2. Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Engineer.
- 3. Place joints perpendicular to main reinforcement.
- Locate horizontal joints in walls at the top of footings. 4.
- Space vertical joints in walls as indicated on Drawings. 5.
  - Locate joints near corners, and in concealed locations where possible.
- Provide temporary ports or openings in formwork where required to facilitate cleaning and M. inspection.
  - 1. Locate ports and openings in bottom of vertical forms, in inconspicuous location, to allow flushing water to drain.
  - 2. Close temporary ports and openings with tight-fitting panels, flush with inside face of form, and neatly fitted, so joints will not be apparent in exposed concrete surfaces.
- N. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.
- O. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.
- P. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

#### 3.2 REMOVING AND REUSING FORMS

- Formwork for sides walls and similar parts of the Work that does not support weight of concrete A. may be removed after cumulatively curing at not less than 50 deg F (10 deg C) 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.
- B. Clean and repair surfaces of forms to be reused in the Work.
  - 1. Split, frayed, delaminated, or otherwise damaged form-facing material are unacceptable for exposed surfaces.

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2.

- C. When forms are reused, clean surfaces, remove fins and laitance, and tighten to close joints.
  - Align and secure joints to avoid offsets. 1.

Apply new form-release agent.

2. Do not use patched forms for exposed concrete surfaces unless approved by Engineer.

#### 3.3 FIELD QUALITY CONTROL

- Special Inspections: Owner will engage a special inspector and qualified testing and inspecting A. agency to perform field tests and inspections and prepare test reports.
- B. Inspections:
  - 1. Inspect formwork for shape, location, and dimensions of the concrete member being formed.

END OF SECTION 031000

## SECTION 032000 - CONCRETE REINFORCING

## PART 1 - GENERAL

### 1.1 SUMMARY

- A. Section Includes:
  - 1. Steel reinforcement bars.

### 1.2 ACTION SUBMITTALS

- A. Product Data: For the following:
  - 1. Each type of steel reinforcement.
  - 2. Bar supports.
- B. Shop Drawings: Comply with ACI SP-066:
  - 1. Include placing drawings that detail fabrication, bending, and placement.
  - 2. Include bar sizes, lengths, materials, grades, bar schedules, bent bar diagrams, bar arrangement, location of splices, lengths of lap splices, details of welding splices, and supports for concrete reinforcement.
- C. Construction Joint Layout: Indicate proposed construction joints required to build the structure.
  - 1. Location of construction joints is subject to approval of Engineer.

## 1.3 INFORMATIONAL SUBMITTALS

# 1.4 QUALITY ASSURANCE

## 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Steel Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending and damage.
  - 1. Store reinforcement to avoid contact with earth.

## PART 2 - PRODUCTS

## 2.1 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A615/A615M, Grade 60 (Grade 420), deformed.
- B. Steel Bar Mats: ASTM A184/A184M, fabricated from ASTM A615/A615M, Grade 60 (Grade 420) deformed bars, assembled with clips.

### 2.2 REINFORCEMENT ACCESSORIES

- A. Rectangular plate dowels: ASTM A 36/A36M, Hot dipped galvanized in accordance with ASTM A123/A123M and ASTM A385/A385M, supported on double tapered baskets.
- B. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars in place.
  - 1. Manufacture bar supports from steel wire, plastic, or precast concrete in accordance with CRSI's "Manual of Standard Practice," of greater compressive strength than concrete and as follows:
- C. Steel Tie Wire: ASTM A1064/A1064M, annealed steel, not less than 0.0508 inch (1.2908 mm) in diameter.
  - 1. Finish: Plain.

## 2.3 FABRICATING REINFORCEMENT

A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

## PART 3 - EXECUTION

## 3.1 PREPARATION

- A. Protection of In-Place Conditions:
  - 1. Do not cut or puncture vapor retarder.
  - 2. 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 reduce bond to concrete.

# 3.2 INSTALLATION OF STEEL REINFORCEMENT

A. Comply with CRSI's "Manual of Standard Practice" for placing and supporting reinforcement.

- Accurately position, support, and secure reinforcement against displacement.
  - Locate and support reinforcement with bar supports to maintain minimum concrete cover. 1.
  - 2. Do not tack weld crossing reinforcing bars.
- Preserve clearance between bars of not less than 1 inch (25 mm), not less than one bar diameter, C. or not less than 1-1/3 times size of large aggregate, whichever is greater.
- Provide concrete coverage in accordance with ACI 318 (ACI 318M). D.
- E. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.
- F. Splices: Lap splices as indicated on Drawings.
  - Bars indicated to be continuous, and all vertical bars to be lapped not less than 36 bar 1. diameters at splices, or 24 inches (610 mm), whichever is greater.
  - 2. Stagger splices in accordance with ACI 318 (ACI 318M).
  - Weld reinforcing bars in accordance with AWS D1.4/D 1.4M, where indicated on 3. Drawings.

#### **JOINTS** 3.3

- A. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Engineer.
  - 1. Place joints perpendicular to main reinforcement.
  - 2. Continue reinforcement across construction joints unless otherwise indicated.
  - Do not continue reinforcement through sides of strip placements of floors and slabs. 3.
- В. 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.

#### 3.4 INSTALLATION TOLERANCES

Comply with ACI 117 (ACI 117M). A.

#### 3.5 FIELD QUALITY CONTROL

- Special Inspections: Owner will engage a special inspector and qualified testing and inspecting A. agency to perform field tests and inspections and prepare test reports.
- B. Inspections:
  - 1. Steel-reinforcement placement.

END OF SECTION 032000

### SECTION 033000 - CAST-IN-PLACE CONCRETE

## PART 1 - GENERAL

### 1.1 SUMMARY

### A. Section Includes:

1. Cast-in-place concrete, including concrete materials, mixture design, placement procedures, and finishes.

# B. Related Requirements:

- 1. Section 031000 "Concrete Forming and Accessories" for waterstops.
- 2. Section 032000 "Concrete Reinforcing" for steel reinforcing bars and welded-wire reinforcement.
- 3. Section 321313 "Concrete Paving" for concrete pavement and walks.

### 1.2 DEFINITIONS

- A. Cementitious Materials: Portland cement alone or in combination with one or more of the following: fly ash; materials subject to compliance with requirements.
- B. Water/Cement Ratio (w/cm): The ratio by weight of water to cementitious materials.

# 1.3 ACTION SUBMITTALS

- A. Product Data: For each of the following.
  - 1. Portland cement.
  - 2. Fly ash.
  - 3. Aggregates.
  - 4. Admixtures:
    - a. Include limitations of use, including restrictions on cementitious materials, supplementary cementitious materials, air entrainment, aggregates, temperature at time of concrete placement, relative humidity at time of concrete placement, curing conditions, and use of other admixtures.
  - 5. Vapor retarders.
  - 6. Floor and slab treatments.
  - 7. Curing materials.
  - 8. Joint fillers.
  - 9. Repair materials.
- B. Design Mixtures: For each concrete mixture, include the following:
  - 1. Mixture identification.

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- Minimum 28-day compressive strength.
- Durability exposure class. 3.
- Maximum w/cm. 4.
- 5. Slump limit.
- Air content. 6.
- 7. Nominal maximum aggregate size.
- 8. Indicate amounts of mixing water to be withheld for later addition at Project site if permitted.
- 9. Intended placement method.
- Submit alternate design mixtures when characteristics of materials, Project conditions, 10. weather, test results, or other circumstances warrant adjustments.

#### C. Shop Drawings:

- Construction Joint Layout: Indicate proposed construction joints required to construct the 1.
  - Location of construction joints is subject to approval of the Engineer. a.
- D. Samples: For vapor retarder.
- Concrete Schedule: For each location of each Class of concrete indicated in "Concrete E. Mixtures" Article, including the following:
  - 1. Concrete Class designation.
  - Location within Project. 2.
  - Exposure Class designation. 3.
  - Formed Surface Finish designation and final finish. 4.
  - Final finish for floors. 5.
  - Curing process. 6.
  - Floor treatment if any. 7.

#### 1.4 INFORMATIONAL SUBMITTALS

- Qualification Data: For the following: A.
  - 1. Installer: Include copies of applicable ACI certificates.
  - 2. Ready-mixed concrete manufacturer.
- Material Certificates: For each of the following, signed by manufacturers: B.
  - 1. Cementitious materials.
  - 2. Admixtures.
  - 3. Curing compounds.
  - Floor and slab treatments. 4.
  - Vapor retarders. 5.
  - Semirigid joint filler. 6.
  - Joint-filler strips. 7.
  - 8. Repair materials.

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  - Material Test Reports: For the following, from a qualified testing agency:
    - 1. Portland cement.
    - 2. Fly ash.
    - 3. Aggregates.
  - D. Research Reports:
    - For concrete admixtures in accordance with ICC's Acceptance Criteria AC198. 1.
    - 2. For sheet vapor retarder/termite barrier, showing compliance with ICC AC380.
  - Preconstruction Test Reports: For each mix design. E.

#### 1.5 **QUALITY ASSURANCE**

- Installer Qualifications: A qualified installer who employs Project personnel qualified as an A. ACI-certified Flatwork Technician and Finisher and a supervisor who is a certified ACI Flatwork Concrete Finisher/Technician or an ACI Concrete Flatwork Technician with experience installing and finishing concrete, incorporating permeability-reducing admixtures.
  - Post-Installed Concrete Anchors Installers: ACI-certified Adhesive Anchor Installer. 1.
- В. Ready-Mixed Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products that complies with ASTM C94/C94M requirements for production facilities and equipment.
  - Manufacturer certified in accordance with NRMCA's "Certification of Ready Mixed 1. Concrete Production Facilities."
- C. Laboratory Testing Agency Qualifications: A testing agency qualified in accordance with ASTM C1077 and ASTM E329 for testing indicated and employing an ACI-certified Concrete Quality Control Technical Manager.
  - 1. Personnel performing laboratory tests to be an ACI-certified Concrete Strength Testing Technician and Concrete Laboratory Testing Technician, Grade I. Testing agency laboratory supervisor to be an ACI-certified Concrete Laboratory Testing Technician, Grade II.

#### 1.6 PRECONSTRUCTION TESTING

- A. Preconstruction Testing Service: Engage a qualified testing agency to perform preconstruction testing on each concrete mixture.
  - 1. Include the following information in each test report:
    - Admixture dosage rates.
    - b. Slump.
    - Air content. c.
    - Seven-day compressive strength. d.
    - 28-day compressive strength.

## 1.7 DELIVERY, STORAGE, AND HANDLING

A. Comply with ASTM C94/C94M and ACI 301 (ACI 301M).

### 1.8 FIELD CONDITIONS

- A. Cold-Weather Placement: Comply with ACI 301 (ACI 301M) and ACI 306.1 and as follows.
  - 1. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
  - 2. When average high and low temperature is expected to fall below 40 deg F (4.4 deg C) for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301 (ACI 301M).
  - 3. Do not use frozen materials or materials containing ice or snow.
  - 4. Do not place concrete in contact with surfaces less than 35 deg F (1.7 deg C), other than reinforcing steel.
  - 5. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.
- B. Hot-Weather Placement: Comply with ACI 301 (ACI 301M) and ACI 305.1 (ACI 305.1M), and as follows:
  - 1. Maintain concrete temperature at time of discharge to not exceed 95 deg F (35 deg C).
  - 2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

## 1.9 WARRANTY

- A. Manufacturer's Warranty: Manufacturer agrees to furnish replacement sheet vapor retarder/termite barrier material and accessories for sheet vapor retarder/ termite barrier and accessories that do not comply with requirements or that fail to resist penetration by termites within specified warranty period.
  - 1. Warranty Period: 10 years from date of Substantial Completion.

# PART 2 - PRODUCTS

# 2.1 CONCRETE, GENERAL

A. ACI Publications: Comply with ACI 301 (ACI 301M) unless modified by requirements in the Contract Documents.

## 2.2 CONCRETE MATERIALS

A. Source Limitations:

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- 1. Obtain all concrete mixtures from a single ready-mixed concrete manufacturer for entire Project.
- 2. Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant.
- 3. Obtain aggregate from single source.
- 4. Obtain each type of admixture from single source from single manufacturer.

### B. Cementitious Materials:

- 1. Portland Cement: ASTM C150/C150M, Type I or Type II, gray.
- 2. Fly Ash: ASTM C618, Class C or F.
- C. Normal-Weight Aggregates: ASTM C33/C33M, Class 3S coarse aggregate or better, graded. Provide aggregates from a single source.
  - 1. Alkali-Silica Reaction: Comply with one of the following:
    - a. Expansion Result of Aggregate: Not more than 0.04 percent at one-year when tested in accordance with ASTM C1293.
    - b. Expansion Results of Aggregate and Cementitious Materials in Combination: Not more than 0.10 percent at an age of 16 days when tested in accordance with ASTM C1567.
    - c. Alkali Content in Concrete: Not more than 4 lb./cu. yd. (2.37 kg/cu. m) for moderately reactive aggregate or 3 lb./cu. yd. (1.78 kg/cu. m) for highly reactive aggregate, when tested in accordance with ASTM C1293 and categorized in accordance with ASTM C1778, based on alkali content being calculated in accordance with ACI 301 (ACI 301M).
  - 2. Maximum Coarse-Aggregate Size: 1 inch (25.4 mm) nominal.
  - 3. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
- D. Air-Entraining Admixture: ASTM C260/C260M.
- E. Chemical Admixtures: Certified by manufacturer to be compatible with other admixtures that do not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.
  - 1. Water-Reducing Admixture: ASTM 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 C1017/C1017M, Type II.
- F. Water and Water Used to Make Ice: ASTM C94/C94M, potable or complying with ASTM C1602/C1602M, including all limits listed in Table 2 and the requirements of paragraph 5.4.

# 2.3 VAPOR RETARDERS

A. Sheet Vapor Retarder, Class A: ASTM E1745, Class A; not less than 10 mils (0.25 mm) thick. Include manufacturer's recommended adhesive or pressure-sensitive tape.

## 2.4 LIQUID FLOOR TREATMENTS

A. Penetrating Liquid Floor Treatment: Clear, chemically reactive, waterborne solution of inorganic silicate or siliconate materials and proprietary components; odorless; that penetrates, hardens, and densifies concrete surfaces.

## 2.5 CURING MATERIALS

- A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.
- B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. (305 g/sq. m) when dry.
- C. Moisture-Retaining Cover: ASTM C171, polyethylene film burlap-polyethylene sheet.
  - 1. Color:
    - a. Ambient Temperature Below 50 deg F (10 deg C): Black.
    - b. Ambient Temperature between 50 deg F (10 deg C) and 85 deg F (29 deg C): Any color
    - c. Ambient Temperature Above 85 deg F (29 deg C): White.
- D. Curing Paper: 8-feet- (2438-mm-) wide paper, consisting of two layers of fibered kraft paper laminated with double coating of asphalt.
- E. Water: Potable or complying with ASTM C1602/C1602M.

### 2.6 RELATED MATERIALS

- A. Expansion- and Isolation-Joint-Filler Strips: ASTM D1751, asphalt-saturated cellulosic fiber or ASTM D1752, cork or self-expanding cork.
- B. Semirigid Joint Filler: Two-component, semirigid, 100 percent solids, aromatic polyurea with a Type A shore durometer hardness range of 90 to 95 in accordance with ASTM D2240.

## 2.7 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, in accordance with ACI 301 (ACI 301M).
  - 1. Use a qualified testing agency for preparing and reporting proposed mixture designs, based on laboratory trial mixtures.

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- B. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:
  - 1. Fly Ash or Other Pozzolans: 25 percent by mass.
- C. Admixtures: Use admixtures in accordance with manufacturer's written instructions.
  - 1. Use water-reducing, high-range water-reducing, or 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 and concrete with a w/cm below 0.50.

## 2.8 CONCRETE MIXTURES

- A. Class A: Normal-weight concrete used for footings and foundation walls.
  - 1. Exposure Class: ACI 318 (ACI 318M) F2 S0 W0 C1.
  - 2. Minimum Compressive Strength: 5000 psi (34.5 MPa) at 28 days.
  - 3. Maximum w/cm: 0.40.
  - 4. Slump Limit: 4 inches (100 mm), plus or minus 1 inch (25 mm), 8 inches (200 mm), plus or minus 1 inch (25 mm) for concrete with verified slump of 3 inches (75 mm), plus or minus 1 inch (25 mm)before adding high-range water-reducing admixture or plasticizing admixture at Project site.
  - 5. Air Content:
    - a. Exposure Classes F2: 6 percent, plus or minus 1.5 percent at point of delivery for concrete containing 3/4-inch (19-mm) nominal maximum aggregate size.
  - 6. Limit water-soluble, chloride-ion content in hardened concrete to 0.30 percent by weight of cement.
- B. Class C: Normal-weight concrete used for interior slabs-on-ground.
  - 1. Exposure Class: ACI 318 (ACI 318M) F0 S0 W1 C2
  - 2. Minimum Compressive Strength: 5000 psi (34.5 MPa) at 28 days.
  - 3. Maximum w/cm: 0.40.
  - 4. Minimum Cementitious Materials Content: 540 lb/cu. yd. (320 kg/cu. m).
  - 5. Slump Limit: 4 inches (100 mm), plus or minus 1 inch (25 mm), 8 inches (200 mm), plus or minus 1 inch (25 mm) for concrete with verified slump of 3 inches (75 mm), plus or minus 1 inch (25 mm), before adding high-range water-reducing admixture or plasticizing admixture at Project site.
  - 6. Air Content:
    - a. Do not use an air-entraining admixture or allow total air content to exceed 3 percent for concrete used in trowel-finished floors.
  - 7. Limit water-soluble, chloride-ion content in hardened concrete to 0.15 percent by weight of cement.

## 2.9 CONCRETE MIXING

A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete in accordance with ASTM C94/C94M, and furnish batch ticket information.

### **PART 3 - EXECUTION**

### 3.1 EXAMINATION

### A. Verification of Conditions:

- 1. Before placing concrete, verify that installation of concrete forms, accessories, and reinforcement, and embedded items is complete and that required inspections have been performed.
- 2. Do not proceed until unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Provide reasonable auxiliary services to accommodate field testing and inspections, acceptable to testing agency, including the following:
  - 1. Daily access to the Work.
  - 2. Incidental labor and facilities necessary to facilitate tests and inspections.
  - 3. Secure space for storage, initial curing, and field curing of test samples, including source of water and continuous electrical power at Project site during site curing period for test samples.
  - 4. Security and protection for test samples and for testing and inspection equipment at Project site.

### 3.3 INSTALLATION OF EMBEDDED ITEMS

- A. Place and secure embedded items required for adjoining Work that is attached to or supported by cast-in-place concrete.
  - 1. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.

## 3.4 INSTALLATION OF VAPOR RETARDER

- A. Sheet Vapor Retarders: Place, protect, and repair sheet vapor retarder in accordance with ASTM E1643 and manufacturer's written instructions.
  - 1. Install vapor retarder with longest dimension parallel with direction of concrete pour.
  - 2. Face laps away from exposed direction of concrete pour.
  - 3. Lap vapor retarder over footings not less than 6 inches (150 mm), sealing vapor retarder to concrete.
  - 4. Lap joints 6 inches (150 mm) and seal with manufacturer's recommended tape.

- 5. Terminate vapor retarder at the top of floor slabs, sealing entire perimeter to floor slabs or foundation walls.
- 6. Seal penetrations in accordance with vapor retarder manufacturer's instructions.
- 7. Protect vapor retarder during placement of reinforcement and concrete.
  - a. Repair damaged areas by patching with vapor retarder material, overlapping damages area by 6 inches (150 mm) on all sides, and sealing to vapor retarder.

### 3.5 JOINTS

- A. Construct joints true to line, with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Coordinate with floor slab pattern and concrete placement sequence.
  - 1. Install so strength and appearance of concrete are not impaired, at locations indicated on Drawings or as approved by Engineer.
  - 2. Place joints perpendicular to main reinforcement.
    - a. Continue reinforcement across construction joints unless otherwise indicated.
    - b. Do not continue reinforcement through sides of strip placements of floors and slabs.
  - 3. Form keyed joints as indicated. Embed keys at least 2 inches (51 mm) into concrete.
  - 4. Locate joints for slabs at third points of spans.
  - 5. Locate horizontal joints in walls at the top of footings or floor slabs.
  - 6. Space vertical joints in walls as indicated on Drawings. Unless otherwise indicated on Drawings, locate vertical joints near corners, and in concealed locations where possible.
- C. Control Joints in Slabs-on-Ground: Form weakened-plane control joints, sectioning concrete into areas as indicated. Construct control joints for a depth equal to at least one-fourth of concrete thickness as follows:
  - 1. Sawed Joints: Form control joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch- (3.2-mm-) wide joints into concrete when cutting action does not tear, abrade, or otherwise damage surface and before concrete develops random cracks.
- D. Isolation Joints in Slabs-on-Ground: After removing formwork, install joint-filler strips at slab junctions with vertical surfaces, such as foundation walls, as indicated.
  - 1. Terminate full-width joint-filler strips not less than 1/2 inch (13 mm) or more than 1 inch (25 mm) below finished concrete surface, where joint sealants, specified in Section 079200 "Joint Sealants," are indicated.
  - 2. 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:

- 1. Install dowel bars and support assemblies at joints where indicated on Drawings.
- 2. Lubricate or asphalt coat one-half of dowel bar length to prevent concrete bonding to one side of joint.

## 3.6 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, embedded items, and vapor retarder is complete and that required inspections are completed.
  - 1. Immediately prior to concrete placement, inspect vapor retarder for damage and deficient installation, and repair defective areas.
  - 2. Provide continuous inspection of vapor retarder during concrete placement and make necessary repairs to damaged areas as Work progresses.
- B. Notify Engineer and testing and inspection agencies 24 hours prior to commencement of concrete placement.
- C. Before test sampling and placing concrete, water may be added at Project site, subject to limitations of ACI 301 (ACI 301M), but not to exceed the amount indicated on the concrete delivery ticket.
  - 1. Do not add water to concrete after adding high-range water-reducing admixtures to mixture
- D. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete is placed on concrete that has hardened enough to cause seams or planes of weakness.
  - 1. If a section cannot be placed continuously, provide construction joints as indicated.
  - 2. Deposit concrete to avoid segregation.
  - 3. Deposit concrete in horizontal layers of depth not to exceed formwork design pressures and in a manner to avoid inclined construction joints.
  - 4. Consolidate placed concrete with mechanical vibrating equipment in accordance with ACI 301 (ACI 301M).
    - a. Do not use vibrators to transport concrete inside forms.
    - b. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least 6 inches (150 mm) into preceding layer.
    - c. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity.
    - d. 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.
- E. Deposit and consolidate concrete for slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.
  - 1. Do not place concrete slabs in a checkerboard sequence.
  - 2. Consolidate concrete during placement operations, so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
  - 3. Maintain reinforcement in position on chairs during concrete placement.
  - 4. Screed slab surfaces with a straightedge and strike off to correct elevations.
  - 5. Level concrete, cut high areas, and fill low areas.
  - 6. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, before excess bleedwater appears on the surface.
  - 7. Do not further disturb slab surfaces before starting finishing operations.

# 3.7 FINISHING FORMED SURFACES

### A. As-Cast Surface Finishes:

- 1. ACI 301 (ACI 301M) Surface Finish SF-1.0: As-cast concrete texture imparted by form-facing material.
  - a. Patch voids larger than 1-1/2 inches (38 mm) wide or 1/2 inch (13 mm) deep.
  - b. Remove projections larger than 1 inch (25 mm).
  - c. Tie holes do not require patching.
  - d. Surface Tolerance: ACI 117 (ACI 117M) Class D.
  - e. Apply to concrete surfaces not exposed to public view.
- 2. ACI 301 (ACI 301M) Surface Finish SF-2.0: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams.
  - a. Patch voids larger than 3/4 inch (19 mm) wide or 1/2 inch (13 mm) deep.
  - b. Remove projections larger than 1/4 inch (6 mm).
  - c. Patch tie holes.
  - d. Surface Tolerance: ACI 117 (ACI 117M) Class B.
  - e. Locations: Apply to concrete surfaces exposed to public view.

## B. Related Unformed Surfaces:

- 1. At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a color and texture matching adjacent formed surfaces.
- 2. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

# 3.8 FINISHING FLOORS AND SLABS

A. Comply with ACI 302.1R recommendations for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.

### B. Float Finish:

- 1. When bleedwater sheen has disappeared and concrete surface has stiffened sufficiently to permit operation of specific float apparatus, consolidate concrete surface with power-driven floats or by hand floating if area is small or inaccessible to power-driven floats.
- 2. Repeat float passes and restraightening until surface is left with a uniform, smooth, granular texture and complies with ACI 117 (ACI A117M) tolerances for conventional concrete.
- 3. Apply float finish to surfaces to receive trowel finish.

## C. Trowel Finish:

1. After applying float finish, apply first troweling and consolidate concrete by hand or power-driven trowel.

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- 2. Continue troweling passes and restraighten 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 3. coverings.
- Do not add water to concrete surface. 4.
- Do not apply hard-troweled finish to concrete, which has a total air content greater than 3 5. percent.
- 6. Apply a trowel finish to surfaces exposed to view.
- Finish surfaces to the following tolerances, in accordance with ASTM E1155 7. (ASTM E1155M), for a randomly trafficked floor surface:

#### Slabs on Ground: a.

- 1) Finish and measure surface so gap at any point between concrete surface and an unleveled, freestanding, 10-ft.- (3.05-m-) long straightedge resting on two high spots and placed anywhere on the surface does not exceed 1/4 inch (6 mm) and also no more than 1/16 inch (1.6 mm) in 2 feet (610 mm).
- 2) Specified overall values of flatness, F<sub>F</sub> 45; and of levelness, F<sub>L</sub> 35; with minimum local values of flatness, F<sub>F</sub> 30; and of levelness, F<sub>L</sub> 24.

#### 3.9 INSTALLATION OF MISCELLANEOUS CONCRETE ITEMS

#### A. Filling In:

- Fill in holes and openings left in concrete structures after Work of other trades is in place 1. unless otherwise indicated.
- 2. 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. 3.

#### 3.10 CONCRETE CURING

- Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. A.
  - Comply with ACI 301 (ACI 301M) and ACI 306.1 for cold weather protection during 1. curing.
  - 2. Comply with ACI 301 (ACI 301M) and ACI 305.1 (ACI 305.1M) for hot-weather protection during curing.
  - 3. Maintain moisture loss no more than 0.2 lb/sq. ft. x h (1 kg/sq. m x h), calculated in accordance with ACI 305.1, before and during finishing operations.
- B. Curing Formed Surfaces: Comply with ACI 308.1 (ACI 308.1M) as follows:
  - 1. Cure formed concrete surfaces.
  - 2. If forms remain during curing period, moist cure after loosening forms.
  - If removing forms before end of curing period, continue curing for remainder of curing 3. period, as follows:
    - Continuous Fogging: Maintain standing water on concrete surface until final a. setting of concrete.

- b. Continuous Sprinkling: Maintain concrete surface continuously wet.
- c. Absorptive Cover: Pre-dampen absorptive material before application; apply additional water to absorptive material to maintain concrete surface continuously wet.
- d. Water-Retention Sheeting Materials: Cover exposed concrete surfaces with sheeting material, taping, or lapping seams.
- C. Curing Unformed Surfaces: Comply with ACI 308.1 (ACI 308.1M) as follows:
  - 1. Begin curing immediately after finishing concrete.
  - 2. Interior Concrete Floors:
    - a. Floors to Receive Penetrating Liquid Floor Treatments: Contractor has option of the following:
      - 1) Absorptive Cover: As soon as concrete has sufficient set to permit application without marring concrete surface, install prewetted absorptive cover over entire area of floor.
        - a) Lap edges and ends of absorptive cover not less than 12 inches (300 mm).
        - b) Maintain absorptive cover water saturated, and in place, for duration of curing period, but not less than seven days.
      - 2) Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches (300 mm), and sealed by waterproof tape or adhesive.
        - a) Immediately repair any holes or tears during curing period, using cover material and waterproof tape.
        - b) Cure for not less than seven days.
      - 3) Ponding or Continuous Sprinkling of Water: Maintain concrete surfaces continuously wet for not less than seven days, utilizing one, or a combination of, the following:
        - a) Water.
        - b) Continuous water-fog spray.

## 3.11 TOLERANCES

A. Conform to ACI 117 (ACI 117M).

## 3.12 APPLICATION OF LIQUID FLOOR TREATMENTS

- A. Penetrating Liquid Floor Treatment: Prepare, apply, and finish penetrating liquid floor treatment in accordance with manufacturer's written instructions.
  - 1. Remove oil, dirt, laitance, and other contaminants and complete surface repairs.

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- 2. Follow manufacturer's written instructions regarding required age of concrete before application.
- 3. Apply liquid until surface is saturated, scrubbing into surface until a gel forms; rewet; and repeat brooming or scrubbing.
- 4. Rinse with water; remove excess material until surface is dry.
- 5. Apply a second coat in a similar manner if surface is rough or porous.

### 3.13 JOINT FILLING

- A. Prepare, clean, and install joint filler in accordance with manufacturer's written instructions.
  - 1. Defer joint filling until concrete has aged at least **six** months.
  - 2. Do not fill joints until construction traffic has permanently ceased.
- B. Remove dirt, debris, and saw cuttings; leave contact faces of joints clean and dry.
- C. Install semirigid joint filler full depth in saw-cut joints.
- D. Overfill joint, and trim joint filler flush with top of joint after hardening.

### 3.14 CONCRETE SURFACE REPAIRS

- A. Defective Concrete:
  - 1. Repair and patch defective areas when approved by Engineer.
  - 2. Remove and replace concrete that cannot be repaired and patched to Engineer's approval.
- B. Patching Mortar: Mix dry-pack patching mortar, consisting of 1 part portland cement to 2-1/2 parts fine aggregate passing a No. 16 (1.18-mm) sieve, using only enough water for handling and placing.
- C. Repairing Formed Surfaces: Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycombs, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning.
  - 1. Immediately after form removal, cut out honeycombs, rock pockets, and voids more than 1/2 inch (13 mm) in any dimension to solid concrete.
    - a. Limit cut depth to 3/4 inch (19 mm).
    - b. Make edges of cuts perpendicular to concrete surface.
    - c. Clean, dampen with water, and brush-coat holes and voids with bonding agent.
    - d. Fill and compact with patching mortar before bonding agent has dried.
    - e. Fill form-tie voids with patching mortar or cone plugs secured in place with bonding agent.
  - 2. Repair defects on surfaces exposed to view by blending white portland cement and standard portland cement, so that, when dry, patching mortar matches surrounding color.
    - a. Patch a test area at inconspicuous locations to verify mixture and color match before proceeding with patching.

- Compact mortar in place and strike off slightly higher than surrounding surface.
- 3. Repair defects on concealed formed surfaces that will affect concrete's durability and structural performance as determined by Engineer.

#### D. Repairing Unformed Surfaces:

- 1. Test unformed surfaces, such as slabs, for finish, and verify surface tolerances specified for each surface.
  - a. Correct low and high areas.
- 2. Repair finished surfaces containing surface defects, including spalls, popouts, honeycombs, rock pockets, crazing, and cracks in excess of 0.01 inch (0.25 mm) wide or that penetrate to reinforcement or completely through unreinforced sections regardless of width, and other objectionable conditions.
- 3. After concrete has cured at least 14 days, correct high areas by grinding.
- Correct localized low areas during, or immediately after, completing surface-finishing 4. operations by cutting out low areas and replacing with patching mortar.
  - Finish repaired areas to blend into adjacent concrete. a.
- 5. Correct other low areas scheduled to remain exposed with repair topping.
  - Cut out low areas to ensure a minimum repair topping depth of 1/4 inch (6 mm) to match adjacent floor elevations.
  - Prepare, mix, and apply repair topping and primer in accordance with b. manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.
- 6. Repair defective areas, except random cracks and single holes 1 inch (25 mm) or less in diameter, by cutting out and replacing with fresh concrete.
  - Remove defective areas with clean, square cuts, and expose steel reinforcement a. with at least a 3/4-inch (19-mm) clearance all around.
  - Dampen concrete surfaces in contact with patching concrete and apply bonding b. agent.
  - Mix patching concrete of same materials and mixture as original concrete, except c. without coarse aggregate.
  - Place, compact, and finish to blend with adjacent finished concrete. d.
  - Cure in same manner as adjacent concrete.
- 7. Repair random cracks and single holes 1 inch (25 mm) or less in diameter with patching mortar.
  - Groove top of cracks and cut out holes to sound concrete, and clean off dust, dirt, a. and loose particles.
  - Dampen cleaned concrete surfaces and apply bonding agent. b.
  - Place patching mortar before bonding agent has dried. c.
  - d. Compact patching mortar and finish to match adjacent concrete.
  - Keep patched area continuously moist for at least 72 hours. e.

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patching mortar.

Perform structural repairs of concrete, subject to Engineer's approval, using epoxy adhesive and

F. Repair materials and installation not specified above may be used, subject to Engineer's approval.

#### 3.15 FIELD QUALITY CONTROL

- Special Inspections: Owner will engage a special inspector to perform field tests and inspections A. and prepare testing and inspection reports.
- В. Batch Tickets: For each load delivered, submit three copies of batch delivery ticket to testing agency, indicating quantity, mix identification, admixtures, design strength, aggregate size, design air content, design slump at time of batching, and amount of water that can be added at Project site.

#### C. Inspections:

- Verification of use of required design mixture.
- 2. Concrete placement, including conveying and depositing.
- Curing procedures and maintenance of curing temperature. 3.
- 4. Batch Plant Inspections: On a random basis, as determined by Engineer.
- Concrete Tests: Testing of composite samples of fresh concrete obtained in accordance with D. ASTM C 172/C 172M to be performed in accordance with the following requirements:
  - 1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mixture exceeding 5 cu. yd. (4 cu. m), but less than 25 cu. yd. (19 cu. m), plus one set for each additional 50 cu. yd. (38 cu. m) or fraction thereof.
    - When frequency of testing provides fewer than five compressive-strength tests for a. each concrete mixture, testing to be conducted from at least five randomly selected batches or from each batch if fewer than five are used.

#### 2. Slump: ASTM C143/C143M:

- a. 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. b.
- 3. Air Content: ASTM C231/C231M pressure method, for normal-weight concrete.
  - One test for each composite sample, but not less than one test for each day's pour a. of each concrete mixture.
- 4. Concrete Temperature: ASTM C1064/C1064M:
  - One test hourly when air temperature is 40 deg F (4.4 deg C) and below or 80 a. deg F (27 deg C) and above, and one test for each composite sample.
- 5. Compression Test Specimens: ASTM C31/C31M:

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- a. Cast and laboratory cure two sets of three 6-inch (150 mm) by 12-inch (300 mm) or 4-inch (100 mm) by 8-inch (200 mm) cylinder specimens for each composite sample.
- b. Cast, initial cure, and field cure two sets of three standard cylinder specimens for each composite sample.
- 6. Compressive-Strength Tests: ASTM C39/C39M.
  - a. Test one set of three laboratory-cured specimens at seven days and one set of two specimens at 28 days.
  - b. Test one set of three field-cured specimens at seven days and one set of two specimens at 28 days.
  - c. A compressive-strength test to be the average compressive strength from a set of two specimens obtained from same composite sample and tested at age indicated.
- 7. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, Contractor to evaluate operations and provide corrective procedures for protecting and curing in-place concrete.
- 8. 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 (3.4 MPa) if specified compressive strength is 5000 psi (34.5 MPa).
- 9. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Engineer but will not be used as sole basis for approval or rejection of concrete.
- 10. Additional Tests:
  - a. Testing and inspecting agency to 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 Engineer.
  - b. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C42/C42M or by other methods as directed by Engineer.
    - 1) Acceptance criteria for concrete strength to be in accordance with ACI 301 (ACI 301M), Section 1.6.6.3.
- 11. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
- 12. 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 in accordance with ASTM E1155 (ASTM E1155M) within 24 hours of completion of floor finishing and promptly report test results to Engineer.

### 3.16 PROTECTION

A. Protect concrete surfaces as follows:

- 1. Protect from petroleum stains.
- 2. Diaper hydraulic equipment used over concrete surfaces.
- 3. Prohibit vehicles from interior concrete slabs.
- 4. Prohibit use of pipe-cutting machinery over concrete surfaces.
- 5. Prohibit placement of steel items on concrete surfaces.
- 6. Prohibit use of acids or acidic detergents over concrete surfaces.
- 7. Protect liquid floor treatment from damage and wear during the remainder of construction period. Use protective methods and materials, including temporary covering, recommended in writing by liquid floor treatments installer.
- 8. Protect concrete surfaces scheduled to receive surface hardener or polished concrete finish using Floor Slab Protective Covering.

END OF SECTION 033000

### SECTION 042200 - CONCRETE UNIT MASONRY

### PART 1 - GENERAL

# 1.1 SUMMARY

### A. Section Includes:

- 1. Concrete masonry units.
- 2. Mortar and grout.
- 3. Steel reinforcing bars.
- 4. Masonry-joint reinforcement.
- 5. Masonry-cell fill.

# B. Related Requirements:

1. Section 076200 "Sheet Metal Flashing and Trim" for sheet metal flashing and for furnishing manufactured reglets installed in masonry joints.

## 1.2 DEFINITIONS

- A. CMU(s): Concrete masonry unit(s).
- B. Reinforced Masonry: Masonry containing reinforcing steel in grouted cells.

### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: For the following:
  - 1. Masonry Units: Show sizes, profiles, coursing, and locations of special shapes.
  - 2. Fabricated Flashing: Detail corner units, end-dam units, and other special applications.

# 1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For testing agency.
- B. Material Certificates: For each type and size of the following:
  - 1. Masonry units.
    - a. Include data on material properties.
    - b. For masonry units used in structural masonry, include data and calculations establishing average net-area compressive strength of units.
  - 2. Integral water repellant used in CMUs.

- 3. Cementitious materials. Include name of manufacturer, brand name, and type.
- 4. Mortar admixtures.
- 5. Preblended, dry mortar mixes. Include description of type and proportions of ingredients.
- 6. Grout mixes. Include description of type and proportions of ingredients.
- 7. Joint reinforcement.
- 8. Anchors, ties, and metal accessories.
- C. Mix Designs: For each type of mortar. Include description of type and proportions of ingredients.
  - 1. Include test reports for mortar mixes required to comply with property specification. Test in accordance with ASTM C109/C109M for compressive strength, ASTM C1506 for water retention, and ASTM C91/C91M for air content.
  - 2. Include test reports, in accordance with ASTM C1019, for grout mixes required to comply with compressive strength requirement.
- D. Cold-Weather and Hot-Weather Procedures: Detailed description of methods, materials, and equipment to be used to comply with requirements.

## 1.5 QUALITY ASSURANCE

A. Testing Agency Qualifications: Qualified in accordance with ASTM C1093 for testing indicated.

# 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store masonry units on elevated platforms in a dry location. If units are not stored in an enclosed location, cover tops and sides of stacks with waterproof sheeting, securely tied. If units become wet, do not install until they are dry.
- B. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.
- C. Store aggregates where grading and other required characteristics can be maintained and contamination avoided.
- D. Deliver preblended, dry mortar mix in moisture-resistant containers. Store preblended, dry mortar mix in delivery containers on elevated platforms in a dry location or in covered weatherproof dispensing silos.
- E. Store masonry accessories, including metal items, to prevent corrosion and accumulation of dirt and oil.

# 1.7 FIELD CONDITIONS

A. Protection of Masonry: During construction, cover tops of walls, projections, and sills with waterproof sheeting at end of each day's work. Cover partially completed masonry when construction is not in progress.

- 1. Extend cover a minimum of 24 inches (600 mm) down both sides of walls, and hold cover securely in place.
- B. Do not apply uniform floor or roof loads for at least 12 hours and concentrated loads for at least three days after building masonry walls or columns.
- C. Stain Prevention: Prevent grout, mortar, and soil from staining the face of masonry to be left exposed or painted. Immediately remove grout, mortar, and soil that come in contact with such masonry.
  - 1. Protect base of walls from rain-splashed mud and from mortar splatter by spreading coverings on ground and over wall surface.
  - 2. Protect sills, ledges, and projections from mortar droppings.
  - 3. Protect surfaces of window and door frames, as well as similar products with painted and integral finishes, from mortar droppings.
  - 4. Turn scaffold boards near the wall on edge at the end of each day to prevent rain from splashing mortar and dirt onto completed masonry.
- D. Cold-Weather Requirements: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen substrates. Remove and replace unit masonry damaged by frost or by freezing conditions. Comply with cold-weather construction requirements contained in TMS 602/ACI 530.1/ASCE 6.
  - 1. Cold-Weather Cleaning: Use liquid cleaning methods only when air temperature is 40 deg F (4 deg C) and higher and will remain so until masonry has dried, but not less than seven days after completing cleaning.
- E. Hot-Weather Requirements: Comply with hot-weather construction requirements contained in TMS 602/ACI 530.1/ASCE 6.

### PART 2 - PRODUCTS

# 2.1 MANUFACTURERS

- A. Source Limitations for Masonry Units: Obtain exposed masonry units of a uniform texture and color, or a uniform blend within the ranges accepted for these characteristics, from single source from single manufacturer for each product required.
- B. Source Limitations for Mortar Materials: Obtain mortar ingredients of a uniform quality, including color for exposed masonry, from single manufacturer for each cementitious component and from single source or producer for each aggregate.

## 2.2 PERFORMANCE REQUIREMENTS

A. Provide structural unit masonry that develops indicated net-area compressive strengths at 28 days.

1. Determine net-area compressive strength of masonry from average net-area compressive strengths of masonry units and mortar types (unit-strength method) in accordance with TMS 602/ACI 530.1/ASCE 6.

## 2.3 UNIT MASONRY, GENERAL

- A. Masonry Standard: Comply with TMS 602/ACI 530.1/ASCE 6 except as modified by requirements in the Contract Documents.
- B. Defective Units: Referenced masonry unit standards may allow a certain percentage of units to contain chips, cracks, or other defects exceeding limits stated. Do not use units where such defects are exposed in the completed Work.
- C. Fire-Resistance Ratings: Comply with requirements for fire-resistance-rated assembly designs indicated.
  - 1. Where fire-resistance-rated construction is indicated, units are listed and labeled by a qualified testing agency acceptable to authorities having jurisdiction.

## 2.4 CONCRETE MASONRY UNITS

- A. Shapes: Provide shapes indicated and as follows, with exposed surfaces matching exposed faces of adjacent units unless otherwise indicated.
  - 1. Provide special shapes for lintels, corners, jambs, sashes, movement joints, headers, bonding, and other special conditions.
  - 2. Provide square-edged units for outside corners unless otherwise indicated.

## B. Insulated CMUs (ICMU):

- 1. ICMU: Preassembled, structural ICMU, with no added pigment and no applied texture or finish, consisting of a structural CMU and a thin, non-structural CMU veneer separated by a graphite polystyrene (GPS) molded insulation thermal break and held together as a single unit.
  - a. Components:
    - i. Structural CMU: Nominal 8 inches or 12 inches thick (as indicated on drawings) CMU with unfinished exposed interior face and dovetailed slots on the opposite face.
    - ii. Insulation: Nominal 3 inches thick Molded GPS insulation.
    - iii. Non-Structural Thin Veneer: Nominal 1-5/8 inches thick CMU with unfinished exposed exterior face and dovetailed slots on the opposite face.
- 2. Insulation: Graphite polystyrene (GPS): Closed cell, GPS insulation complying with ASTM C578 "Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation" Type II insulation, molded to interlock with the structural CMU and non-structural thin veneer components of ICMU and with male and female connections to interlock with adjacent ICMU units.
  - a. Density: 1.35 lb.cu. ft..
  - b. Compressive Strength (Resistance): 15.0 psi.
- 3. Thermal Resistive Performance Requirements: R-Value: 16.0 at 75 degrees F.

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- 4. Fire Resistive Performance Requirements: Provide ICMU as required to comply with 4 hour fire rated assemblies where indicated on the drawings.
  - a. Determine fire resistant rating according to testing complying with ASTM E 119 testing methods.
  - b. For ICMU within fire rated assemblies, provide units which have been listed and labeled by a qualified testing agency which is acceptable to the local authority having jurisdiction.
- 5. Water Penetration Resistance: CMU shows no visible water or leaks on back of test specimen after 24 hours when tested according to ASTM E514 / E514M "Standard Test Method for Water Penetration and Leakage Through Masonry."

### C. CMUs: ASTM C90.

- 1. Unit Compressive Strength: Provide units with minimum average net-area compressive strength of 2000 psi.
- 2. Density Classification: Normal weight unless otherwise indicated.
- 3. Size (Width): Manufactured to dimensions 3/8 inch (10 mm) less-than-nominal dimensions.
- 4. Exposed Faces: Provide color and texture matching the range represented by Architect's sample.

### 2.5 MASONRY LINTELS

- A. General: Provide one of the following:
- B. Masonry Lintels: Prefabricated or built-in-place masonry lintels made from bond beam CMUs matching adjacent CMUs in color, texture, and density classification, with reinforcing bars placed as indicated and filled with coarse grout. Cure precast lintels before handling and installing. Temporarily support built-in-place lintels until cured.

### 2.6 MORTAR AND GROUT MATERIALS

- A. Portland Cement: ASTM C150/C150M, Type I or II, except Type III may be used for cold-weather construction. Provide natural color or white cement as required to produce mortar color indicated.
  - 1. Alkali content is not more than 0.1 percent when tested in accordance with ASTM C114.
- B. Hydrated Lime: ASTM C207, Type S.
- C. Mortar Pigments: Natural and synthetic iron oxides and chromium oxides, compounded for use in mortar mixes and complying with ASTM C979/C979M. Use only pigments with a record of satisfactory performance in masonry mortar.
- D. Colored Cement Products: Packaged blend made from portland cement and hydrated lime and mortar pigments, all complying with specified requirements, and containing no other ingredients.

- Formulate blend as required to produce color indicated or, if not indicated, as selected 1. from manufacturer's standard colors.
- 2. Pigments does not exceed 10 percent of portland cement by weight.
- Aggregate for Mortar: ASTM C144. E.
  - For mortar that is exposed to view, use washed aggregate consisting of natural sand or 1. crushed stone.
  - 2. For joints less than 1/4 inch (6 mm) thick, use aggregate graded with 100 percent passing the No. 16 (1.18-mm) sieve.
  - 3. Colored-Mortar Aggregates: Natural sand or crushed stone of color necessary to produce required mortar color.
- F. Aggregate for Grout: ASTM C404.
- G. Cold-Weather Admixture: Nonchloride, noncorrosive, accelerating admixture complying with ASTM C494/C494M, Type C, and recommended by manufacturer for use in masonry mortar of composition indicated.
- Water: Potable. H.

#### 2.7 REINFORCEMENT

- A. Uncoated Steel Reinforcing Bars: ASTM A615/A615M or ASTM A996/A996M, Grade 60 (Grade 420).
- B. Reinforcing Bar Positioners: Wire units designed to fit into mortar bed joints spanning masonry unit cells and to hold reinforcing bars in center of cells. Units are formed from 0.148-inch (3.77mm) steel wire, hot-dip galvanized after fabrication. Provide units designed for number of bars indicated.
- C. Masonry-Joint Reinforcement, General: Ladder type complying with ASTM A951/A951M.
  - Interior Walls: Hot-dip galvanized carbon steel. 1.
  - Exterior Walls: Hot-dip galvanized carbon steel. 2.
  - 3. Wire Size for Side Rods: 0.148-inch (3.77-mm) diameter.
  - Wire Size for Cross Rods: 0.148-inch (3.77-mm) diameter. 4.
  - 5. Spacing of Cross Rods: Not more than 16 inches (407 mm) o.c.
  - 6. Provide in lengths of not less than 10 feet (3 m), with prefabricated corner and tee units.

#### 2.8 TIES AND ANCHORS

- General: Ties and anchors extend at least 1-1/2 inches (38 mm) into masonry but with at least a A. 5/8-inch (16-mm) cover on outside face.
- Materials: Provide ties and anchors specified in this article that are made from materials that B. comply with the following unless otherwise indicated:
  - Hot-Dip Galvanized, Carbon-Steel Wire: ASTM A82/A82M, with ASTM A153/A153M, 1. Class B-2 coating.

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- Stainless Steel Wire: ASTM A580/A580M, Type 304.
- Steel Sheet, Galvanized after Fabrication: ASTM A1008/A1008M, Commercial Steel, 3. with ASTM A153/A153M, Class B coating.
- Steel Plates, Shapes, and Bars: ASTM A36/A36M. 4.
- C. Adjustable Anchors for Connecting to Structural Steel Framing: Provide anchors that allow vertical or horizontal adjustment but resist tension and compression forces perpendicular to plane of wall.
  - Anchor Section for Welding to Steel Frame: Crimped 1/4-inch- (6.35-mm-) diameter, 1. hot-dip galvanized steel wire.
  - Tie Section: Triangular-shaped wire tie made from 0.187-inch- (4.76-mm-) diameter, hot-2. dip galvanized steel wire.
- D. Partition Top Anchors: 0.105-inch- (2.66-mm-) thick metal plate with a 3/8-inch- (9.5-mm-) diameter metal rod 6 inches (152 mm) long welded to plate and with closed-end plastic tube fitted over rod that allows rod to move in and out of tube. Fabricate from steel, hot-dip galvanized after fabrication.

#### 2.9 MISCELLANEOUS MASONRY ACCESSORIES

- Compressible Filler: Premolded filler strips complying with ASTM D1056, Grade 2A1; A. compressible up to 35 percent; of width and thickness indicated; formulated from neoprene.
- B. Preformed Control-Joint Gaskets: Made from styrene-butadiene-rubber compound, complying with ASTM D2000, Designation M2AA-805 and designed to fit standard sash block and to maintain lateral stability in masonry wall; size and configuration as indicated.
- C. Bond-Breaker Strips: Asphalt-saturated felt complying with ASTM D226/D226M, Type I (No. 15 asphalt felt).

#### 2.10 MORTAR AND GROUT MIXES

- A. General: Do not use admixtures, including pigments, air-entraining agents, accelerators, retarders, water-repellent agents, antifreeze compounds, or other admixtures unless otherwise indicated.
  - 1. Do not use calcium chloride in mortar or grout.
  - Use portland cement-lime mortar unless otherwise indicated. 2.
  - Add cold-weather admixture (if used) at same rate for all mortar that will be exposed to 3. view, regardless of weather conditions, to ensure that mortar color is consistent.
- Preblended, Dry Mortar Mix: Furnish dry mortar ingredients in form of a preblended mix. B. Measure quantities by weight to ensure accurate proportions, and thoroughly blend ingredients before delivering to Project site.
- C. Mortar for Unit Masonry: Comply with ASTM C270, Proportion Specification. Provide the following types of mortar for applications stated unless another type is indicated or needed to provide required compressive strength of masonry.

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- 1. For all masonry, use Type S.
- D. Pigmented Mortar: Use colored cement product or select and proportion pigments with other ingredients to produce color required. Do not add pigments to colored cement products.
  - 1. Pigments does not exceed 10 percent of portland cement by weight.
  - 2. Mix to match Architect's sample.
  - Application: Use pigmented mortar for exposed mortar joints with the following units: 3.
    - Decorative CMUs. a.
    - Pre-faced CMUs. b.
    - Cast-stone trim units. c.
- E. Colored-Aggregate Mortar: Produce required mortar color by using colored aggregates and natural color or white cement as necessary to produce required mortar color.
  - 1. Mix to match Architect's sample.
  - Application: Use colored-aggregate mortar for exposed mortar joints with the following 2. units:
    - Pre-faced CMUs. a.
- F. Grout for Unit Masonry: Comply with ASTM C476.
  - 1. Use grout of type indicated or, if not otherwise indicated, of type (fine or coarse) that will comply with TMS 602/ACI 530.1/ASCE 6 for dimensions of grout spaces and pour height.
  - 2. Proportion grout in accordance with ASTM C476, Table 1 or paragraph 4.2.2 for specified 28-day compressive strength indicated, but not less than 2000 psi (14 MPa).
  - Provide grout with a slump of 8 to 11 inches (200 to 280 mm) as measured in accordance 3. with ASTM C143/C143M.

## PART 3 - EXECUTION

#### 3.1 **EXAMINATION**

- Examine conditions, with Installer present, for compliance with requirements for installation A. tolerances and other conditions affecting performance of the Work.
  - 1. For the record, prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.
  - 2. Verify that foundations are within tolerances specified.
  - 3. Verify that reinforcing dowels are properly placed.
  - Verify that substrates are free of substances that would impair mortar bond.
- Before installation, examine rough-in and built-in construction for piping systems to verify B. actual locations of piping.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

## 3.2 INSTALLATION, GENERAL

- A. Build chases and recesses to accommodate items specified in this and other Sections.
- B. Leave openings for equipment to be installed before completing masonry. After installing equipment, complete masonry to match construction immediately adjacent to opening.
- C. Use full-size units without cutting if possible. If cutting is required to provide a continuous pattern or to fit adjoining construction, cut units with motor-driven saws; provide clean, sharp, unchipped edges. Allow units to dry before laying unless wetting of units is specified. Install cut units with cut surfaces and, where possible, cut edges concealed.

### 3.3 TOLERANCES

## A. Dimensions and Locations of Elements:

- 1. For dimensions in cross section or elevation, do not vary by more than plus 1/2 inch (12 mm) or minus 1/4 inch (6 mm).
- 2. For location of elements in plan, do not vary from that indicated by more than plus or minus 1/2 inch (12 mm).
- 3. For location of elements in elevation, do not vary from that indicated by more than plus or minus 1/4 inch (6 mm) in a story height or 1/2 inch (12 mm) total.

## B. Lines and Levels:

- 1. For bed joints and top surfaces of bearing walls, do not vary from level by more than 1/4 inch in 10 feet (6 mm in 3 m), or 1/2-inch (12-mm) maximum.
- 2. For conspicuous horizontal lines, such as lintels, sills, parapets, and reveals, do not vary from level by more than 1/8 inch in 10 feet (3 mm in 3 m), 1/4 inch in 20 feet (6 mm in 6 m), or 1/2-inch (12-mm) maximum.
- 3. For vertical lines and surfaces do not vary from plumb by more than 1/4 inch in 10 feet (6 mm in 3 m), 3/8 inch in 20 feet (9 mm in 6 m), or 1/2-inch (12-mm) maximum.
- 4. For conspicuous vertical lines, such as external corners, door jambs, reveals, and expansion and control joints, do not vary from plumb by more than 1/8 inch in 10 feet (3 mm in 3 m), 1/4 inch in 20 feet (6 mm in 6 m), or 1/2-inch (12-mm) maximum.
- 5. For lines and surfaces, do not vary from straight by more than 1/4 inch in 10 feet (6 mm in 3 m), 3/8 inch in 20 feet (9 mm in 6 m), or 1/2-inch (12-mm) maximum.
- 6. For vertical alignment of exposed head joints, do not vary from plumb by more than 1/4 inch in 10 feet (6 mm in 3 m), or 1/2-inch (12-mm) maximum.
- 7. For faces of adjacent exposed masonry units, do not vary from flush alignment by more than 1/16 inch (1.5 mm).

### C. Joints:

- 1. For bed joints, do not vary from thickness indicated by more than plus or minus 1/8 inch (3 mm), with a maximum thickness limited to 1/2 inch (12 mm).
- 2. For exposed bed joints, do not vary from bed-joint thickness of adjacent courses by more than 1/8 inch (3 mm).
- 3. For head and collar joints, do not vary from thickness indicated by more than plus 3/8 inch (9 mm) or minus 1/4 inch (6 mm).

4. For exposed head joints, do not vary from thickness indicated by more than plus or minus 1/8 inch (3 mm).

### 3.4 LAYING MASONRY WALLS

- A. Lay out walls in advance for accurate spacing of surface bond patterns with uniform joint thicknesses and for accurate location of openings, movement-type joints, returns, and offsets. Avoid using less-than-half-size units, particularly at corners, jambs, and, where possible, at other locations.
- B. Bond Pattern for Exposed Masonry: Unless otherwise indicated, lay exposed masonry in running bond; do not use units with less-than-nominal 4-inch (100-mm) horizontal face dimensions at corners or jambs.
- C. Lay concealed masonry with all units in a wythe in running bond or bonded by lapping not less than 2 inches (50 mm). Bond and interlock each course of each wythe at corners. Do not use units with less-than-nominal 4-inch (100-mm) horizontal face dimensions at corners or jambs.
- D. Stopping and Resuming Work: Stop work by stepping back units in each course from those in course below; do not tooth. When resuming work, clean masonry surfaces that are to receive mortar, remove loose masonry units and mortar, and wet brick if required before laying fresh masonry.
- E. Built-in Work: As construction progresses, build in items specified in this and other Sections. Fill in solidly with masonry around built-in items.
- F. Fill space between steel frames and masonry solidly with mortar unless otherwise indicated.
- G. Where built-in items are to be embedded in cores of hollow masonry units, place a layer of metal lath, wire mesh, or plastic mesh in the joint below, and rod mortar or grout into core.
- H. Fill cores in hollow CMUs with grout 24 inches (600 mm) under bearing plates, beams, lintels, posts, and similar items unless otherwise indicated.
- I. Build nonload-bearing interior partitions full height of story to underside of solid floor or roof structure above unless otherwise indicated.
  - 1. Install compressible filler in joint between top of partition and underside of structure
  - 2. Fasten partition top anchors to structure above and build into top of partition. Grout cells of CMUs solidly around plastic tubes of anchors and push tubes down into grout to provide 1/2-inch (13-mm) clearance between end of anchor rod and end of tube. Space anchors 48 inches (1200 mm) o.c. unless otherwise indicated.
  - 3. Wedge nonload-bearing partitions against structure above with small pieces of tile, slate, or metal. Fill joint with mortar after dead-load deflection of structure above approaches final position.
  - 4. At fire-rated partitions, treat joint between top of partition and underside of structure above to comply with Section 078443 "Joint Firestopping."

### 3.5 MORTAR BEDDING AND JOINTING

- A. Lay hollow CMUs as follows:
  - 1. Bed face shells in mortar and make head joints of depth equal to bed joints.
  - 2. Bed webs in mortar in all courses of piers, columns, and pilasters.
  - 3. Bed webs in mortar in grouted masonry, including starting course on footings.
  - 4. Fully bed entire units, including areas under cells, at starting course on footings where cells are not grouted.
- B. Lay solid CMUs with completely filled bed and head joints; butter ends with sufficient mortar to fill head joints and shove into place. Do not deeply furrow bed joints or slush head joints.
- C. Tool exposed joints slightly concave when thumbprint hard, using a jointer larger than joint thickness unless otherwise indicated.

### 3.6 MASONRY-JOINT REINFORCEMENT

- A. General: Install entire length of longitudinal side rods in mortar with a minimum cover of 5/8 inch (16 mm) on exterior side of walls, 1/2 inch (13 mm) elsewhere. Lap reinforcement a minimum of 6 inches (150 mm).
  - 1. Space reinforcement not more than 16 inches (406 mm) o.c.
  - 2. Provide reinforcement not more than 8 inches (203 mm) above and below wall openings and extending 12 inches (305 mm) beyond openings in addition to continuous reinforcement.
- B. Interrupt joint reinforcement at control and expansion joints unless otherwise indicated.
- C. Provide continuity at corners by using prefabricated L-shaped units.

## 3.7 ANCHORING MASONRY TO STRUCTURAL STEEL AND CONCRETE

- A. Anchor masonry to structural steel and concrete, where masonry abuts or faces structural steel or concrete, to comply with the following:
  - 1. Provide an open space not less than 1/2 inch (13 mm) wide between masonry and structural steel or concrete unless otherwise indicated. Keep open space free of mortar and other rigid materials.
  - 2. Anchor masonry with anchors embedded in masonry joints and attached to structure.
  - 3. Space anchors as indicated, but not more than 24 inches (610 mm) o.c. vertically and 36 inches (915 mm) o.c. horizontally.

## 3.8 CONTROL AND EXPANSION JOINTS

A. General: Install control- and expansion-joint materials in unit masonry as masonry progresses. Do not allow materials to span control and expansion joints without provision to allow for inplane wall or partition movement.

- Form control joints in concrete masonry as follows: В.
  - 1. Fit bond-breaker strips into hollow contour in ends of CMUs on one side of control joint. Fill resultant core with grout, and rake out joints in exposed faces for application of sealant.

#### LINTELS 3.9

- Provide masonry lintels where shown and where openings of more than 24 inches (610 mm) for A. block-size units are shown without structural steel or other supporting lintels.
- Provide minimum bearing of 8 inches (200 mm) at each jamb unless otherwise indicated. В.

#### 3.10 **FLASHING**

- A. General: Install embedded flashing at ledges and other obstructions to downward flow of water in wall where indicated.
- B. Install flashing as follows unless otherwise indicated:
  - 1. Prepare masonry surfaces so they are smooth and free from projections that could puncture flashing. Where flashing is within mortar joint, place through-wall flashing on sloping bed of mortar and cover with mortar. Before covering with mortar, seal penetrations in flashing with adhesive, sealant, or tape.
  - 2. At lintels, extend flashing a minimum of 6 inches (150 mm) into masonry at each end. At heads and sills, extend flashing 6 inches (150 mm) at ends and turn up not less than 2 inches (50 mm) to form end dams.
  - Interlock end joints of ribbed sheet metal flashing by overlapping ribs not less than 1-1/2 3. inches (38 mm) or as recommended by flashing manufacturer, and seal lap with elastomeric sealant complying with requirements in Section 079200 "Joint Sealants" for application indicated.
  - 4. Install metal drip edges with ribbed sheet metal flashing by interlocking hemmed edges to form hooked seam. Seal seam with elastomeric sealant complying with requirements in Section 079200 "Joint Sealants" for application indicated.
- Install single-wythe CMU flashing system in bed joints of CMU walls where indicated to **C**. comply with manufacturer's written instructions. Install CMU cell pans with upturned edges located below face shells and webs of CMUs above and with weep spouts aligned with face of wall. Install CMU web covers so that they cover upturned edges of CMU cell pans at CMU webs and extend from face shell to face shell.
- D. Install reglets and nailers for flashing and other related construction where they are shown to be built into masonry.

#### 3.11 REINFORCED UNIT MASONRY

Temporary Formwork and Shores: Construct formwork and shores as needed to support A. reinforced masonry elements during construction.

- 1. Construct formwork to provide shape, line, and dimensions of completed masonry as indicated. Make forms sufficiently tight to prevent leakage of mortar and grout. Brace, tie, and support forms to maintain position and shape during construction and curing of reinforced masonry.
- 2. Do not remove forms and shores until reinforced masonry members have hardened sufficiently to carry their own weight and other loads that may be placed on them during construction.
- B. Placing Reinforcement: Comply with requirements in TMS 602/ACI 530.1/ASCE 6.
- C. Grouting: Do not place grout until entire height of masonry to be grouted has attained enough strength to resist grout pressure.
  - 1. Comply with requirements in TMS 602/ACI 530.1/ASCE 6 for cleanouts and for grout placement, including minimum grout space and maximum pour height.
  - 2. Limit height of vertical grout pours to not more than 60 inches (1520 mm).

# 3.12 FIELD QUALITY CONTROL

- A. Testing and Inspecting: Owner will engage special inspectors to perform tests and inspections and prepare reports. Allow inspectors access to scaffolding and work areas as needed to perform tests and inspections. Retesting of materials that fail to comply with specified requirements is done at Contractor's expense.
- B. Inspections: Special inspections in accordance with Level B in TMS 402/ACI 530/ASCE 5.
  - 1. Begin masonry construction only after inspectors have verified proportions of siteprepared mortar.
- C. Testing Prior to Construction: One set of tests.
- D. Concrete Masonry Unit Test: For each type of unit provided, in accordance with ASTM C140 for compressive strength.

# 3.13 REPAIRING, POINTING, AND CLEANING

- A. Remove and replace masonry units that are loose, chipped, broken, stained, or otherwise damaged or that do not match adjoining units. Install new units to match adjoining units; install in fresh mortar, pointed to eliminate evidence of replacement.
- B. Pointing: During the tooling of joints, enlarge voids and holes, except weep holes, and completely fill with mortar. Point up joints, including corners, openings, and adjacent construction, to provide a neat, uniform appearance. Prepare joints for sealant application, where indicated.
- C. In-Progress Cleaning: Clean unit masonry as work progresses by dry brushing to remove mortar fins and smears before tooling joints.
- D. Final Cleaning: After mortar is thoroughly set and cured, clean exposed masonry as follows:

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- 1. Remove large mortar particles by hand with wooden paddles and nonmetallic scrape hoes or chisels.
- 2. Test cleaning methods on sample wall panel; leave one-half of panel uncleaned for comparison purposes. Obtain Architect's approval of sample cleaning before proceeding with cleaning of masonry.
- 3. Protect adjacent stone and nonmasonry surfaces from contact with cleaner by covering them with liquid strippable masking agent or polyethylene film and waterproof masking tape.
- 4. Wet wall surfaces with water before applying cleaners; remove cleaners promptly by rinsing surfaces thoroughly with clear water.
- 5. Clean concrete masonry by applicable cleaning methods indicated in NCMA TEK 8-4A.

### 3.14 MASONRY WASTE DISPOSAL

- A. Salvageable Materials: Unless otherwise indicated, excess masonry materials are Contractor's property. At completion of unit masonry work, remove from Project site.
- B. Masonry Waste Recycling: Return broken CMUs not used as fill to manufacturer for recycling.
- C. Excess Masonry Waste: Remove excess clean masonry waste that cannot be used as fill, as described above or recycled, and other masonry waste, and legally dispose of off Owner's property.

END OF SECTION 042200

### SECTION 051200 - STRUCTURAL STEEL FRAMING

## PART 1 - GENERAL

### 1.1 SUMMARY

- A. Section Includes:
  - 1. Structural-steel materials.

### 1.2 DEFINITIONS

A. Structural Steel: Elements of the structural frame indicated on Drawings and as described in ANSI/AISC 303.

### 1.3 COORDINATION

A. Coordinate installation of anchorage items to be embedded in or attached to other construction without delaying the Work.

### 1.4 ACTION SUBMITTALS

- A. Product Data:
  - 1. Structural-steel materials.
  - 2. High-strength, bolt-nut-washer assemblies.
  - 3. Threaded rods.
  - 4. Shop primer.
  - 5. Galvanized repair paint.
- B. Shop Drawings: Show fabrication of structural-steel components.
  - 1. Include details of cuts, connections, holes, and other pertinent data.
  - 2. 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.
  - 3. Indicate type, size, and length of bolts, distinguishing between shop and field bolts.
  - 4. Identify members not to be shop primed.

## 1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer, fabricator, and testing agency.
- B. Welding certificates.

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- Mill test reports for structural-steel materials, including chemical and physical properties.
- Product Test Reports: For the following: D.
  - 1. Bolts, nuts, and washers, including mechanical properties and chemical analysis.
- E. Survey of existing conditions.
- F. Source quality-control reports.

#### 1.6 **QUALITY ASSURANCE**

- Fabricator Qualifications: A qualified fabricator that participates in the AISC Quality A. Certification Program and is designated an AISC-Certified Plant, Category BU or is accredited by the IAS Fabricator Inspection Program for Structural Steel (Acceptance Criteria 172).
- B. Installer Qualifications: A qualified Installer who participates in the AISC Quality Certification Program and is designated an AISC-Certified Erector, Category CSE.
- C. Welding Qualifications: procedures in accordance Qualify and personnel with AWS D1.1/D1.1M.

#### 1.7 DELIVERY, STORAGE, AND HANDLING

- Store materials to permit easy access for inspection and identification. Keep steel members off A. 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.
- Store fasteners in a protected place in sealed containers with manufacturer's labels intact. B.
  - Fasteners may be repackaged provided Owner's testing and inspecting agency observes 1. repackaging and seals containers.
  - 2. Clean and relubricate bolts and nuts that become dry or rusty before use.

### PART 2 - PRODUCTS

#### 2.1 PERFORMANCE REQUIREMENTS

- Comply with applicable provisions of the following specifications and documents: A.
  - 1. ANSI/AISC 303.
  - 2. ANSI/AISC 360.
- B. Connection Design Information:

Option 1: Connection designs have been completed and connections indicated on the Drawings.

#### 2.2 STRUCTURAL-STEEL MATERIALS

- W-Shapes: ASTM A992/A992M, Grade 50. A.
- В. Angles ASTM A36/A36M.
- C. Plate: ASTM A36/A36M.
- Cold-Formed Hollow Structural Sections: ASTM A500/A500M, Grade B structural tubing. D.
- E. Welding Electrodes: Comply with AWS requirements.

#### 2.3 **RODS**

- A. Threaded Rods: ASTM A36/A36M.
  - 1. Nuts: ASTM A63 (ASTM A563M) heavy-hex carbon steel.
  - Washers: ASTM F436 (ASTM F436M), Type 1, hardened. 2.
  - 3. Finish: Hot-dip zinc coating, ASTM A153/A153M, Class C.

#### 2.4 PRIMER

- A. Steel Primer:
  - Fabricator's standard lead- and chromate-free, nonasphaltic, rust-inhibiting primer complying with MPI#79 and compatible with topcoat.

#### 2.5 **FABRICATION**

- A. Structural Steel: Fabricate and assemble in shop to greatest extent possible. Fabricate in accordance with ANSI/AISC 303 and to ANSI/AISC 360.
  - Identify high-strength structural steel in accordance with ASTM A6/A6M and maintain 1. markings until structural-steel framing has been erected.
  - 2. Mark and match-mark materials for field assembly.
  - Complete structural-steel assemblies, including welding of units, before starting shop-3. priming operations.
- В. Thermal Cutting: Perform thermal cutting by machine to greatest extent possible.
  - Plane thermally cut edges to be welded to comply with requirements in 1. AWS D1.1/D1.1M.
- C. Bolt Holes: Cut, drill, or punch standard bolt holes perpendicular to metal surfaces.
- D. Holes: Provide holes required for securing other work to structural steel and for other work to pass through steel members.

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1. Cut, drill, or punch holes perpendicular to steel surfaces. Do not thermally cut bolt holes or enlarge holes by burning.

## 2.6 GALVANIZING

- A. Hot-Dip Galvanized Finish: Apply zinc coating by the hot-dip process to structural steel in accordance with 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 joist bearing plates located in exterior walls.

### 2.7 SHOP PRIMING

- A. Shop prime steel surfaces, except the following:
  - 1. Surfaces to be field welded.
  - 2. Galvanized surfaces.
- B. Surface Preparation of Steel: Clean surfaces to be painted. Remove loose rust and mill scale and spatter, slag, or flux deposits. Prepare surfaces in accordance with the following specifications and standards:
  - 1. SSPC-SP 2.
  - 2. SSPC-SP 3.
- C. Priming: Immediately after surface preparation, apply primer in accordance with manufacturer's written instructions and at rate recommended by SSPC to provide a minimum dry film thickness of 1.5 mils (0.038 mm). Use priming methods that result in full coverage of joints, corners, edges, and exposed surfaces.

## 2.8 SOURCE QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform shop tests and inspections.
  - 1. Allow testing agency access to places where structural-steel work is being fabricated or produced to perform tests and inspections.
  - 2. Prepare test and inspection reports.

# PART 3 - EXECUTION

### 3.1 EXAMINATION

A. Verify, with certified steel erector present, elevations of masonry-bearing surfaces and locations of anchor rods, bearing plates, and other embedments for compliance with requirements.

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- Prepare a certified survey of existing conditions. Include bearing surfaces, anchor rods, bearing plates, and other embedments showing dimensions, locations, angles, and elevations.
- Proceed with installation only after unsatisfactory conditions have been corrected. В.

#### 3.2 **PREPARATION**

Provide temporary shores, guys, braces, and other supports during erection to keep structural A. 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 on Drawings.

#### 3.3 **ERECTION**

- A. Set structural steel accurately in locations and to elevations indicated and in accordance with ANSI/AISC 303 and ANSI/AISC 360.
- В. Bearing Plates: Clean 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.
- C. Maintain erection tolerances of structural steel within ANSI/AISC 303.
- D. Do not use thermal cutting during erection.
- E. Do not enlarge unfair holes in members by burning or using drift pins. Ream holes that must be enlarged to admit bolts.

#### 3.4 FIELD CONNECTIONS

- Weld Connections: Comply with AWS D1.1/D1.1M for tolerances, appearances, welding A. procedure specifications, weld quality, and methods used in correcting welding work.
  - 1. Comply with ANSI/AISC 303 and ANSI/AISC 360 for bearing, alignment, adequacy of temporary connections, and removal of paint on surfaces adjacent to field welds.

#### 3.5 **REPAIR**

Galvanized Surfaces: Clean areas where galvanizing is damaged or missing, and repair A. galvanizing to comply with ASTM A780/A780M.

#### В. Touchup Painting:

Immediately after erection, clean exposed areas where primer is damaged or missing, and 1. paint with the same material as used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.

a. Clean and prepare surfaces by SSPC-SP 2 hand-tool cleaning or SSPC-SP 3 power-tool cleaning.

# 3.6 FIELD QUALITY CONTROL

- A. Special Inspections: Owner will engage a special inspector to perform the following special inspections:
  - 1. Verify structural-steel materials.
  - 2. Verify weld materials and inspect welds.
  - 3. Verify connection materials.
- B. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
  - 1. Welded Connections: Visually inspect field welds in accordance with AWS D1.1/D1.1M.

END OF SECTION 051200

## SECTION 052100 - STEEL JOIST FRAMING

### PART 1 - GENERAL

## 1.1 SUMMARY

- A. Section Includes:
  - 1. K-series steel joists.
  - 2. Steel joist accessories.
- B. Related Requirements:
  - 1. Section 042000 "Unit Masonry" for installing bearing plates in unit masonry.

## 1.2 DEFINITIONS

- A. SJI's "Specifications": Steel Joist Institute's "Standard Specifications, Load Tables and Weight Tables for Steel Joists and Joist Girders."
- B. Special Joists: Steel joists or joist girders requiring modification by manufacturer to support nonuniform, unequal, or special loading conditions that invalidate load tables in SJI's "Specifications."

## 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of joist, accessory, and product.
- B. Shop Drawings:
  - 1. Include layout, designation, number, type, location, and spacing of joists.
  - 2. Include joining and anchorage details; bracing, bridging, and joist accessories; splice and connection locations and details; and attachments to other construction.

## 1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For manufacturer, professional engineer.
- B. Welding certificates.
- C. Manufacturer certificates.
- D. Paint Compatibility Certificates: From manufacturers of topcoats applied over shop primers, certifying that shop primers are compatible with topcoats.
- E. Mill Certificates: For each type of bolt.

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Comprehensive engineering analysis of special joists signed and sealed by the qualified professional engineer responsible for its preparation.

G. Field quality-control reports.

#### 1.5 **QUALITY ASSURANCE**

- Manufacturer Qualifications: A manufacturer certified by SJI to manufacture joists complying A. with applicable standard specifications and load tables in SJI's "Specifications."
  - 1. Manufacturer's responsibilities include providing professional engineering services for designing special joists to comply with performance requirements.
- Welding Qualifications: Qualify field-welding procedures and personnel according to В. AWS D1.1/D1.1M, "Structural Welding Code - Steel."

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- Deliver, store, and handle joists as recommended in SJI's "Specifications." A.
- В. Protect joists from corrosion, deformation, and other damage during delivery, storage, and handling.

#### 1.7 **SEQUENCING**

Deliver steel bearing plates to be built into masonry construction. A.

## PART 2 - PRODUCTS

#### 2.1 **MANUFACTURERS**

#### 2.2 STEEL JOISTS

- K-Series Steel Joist: Manufactured steel joists of type indicated according to "Standard A. Specification for Open Web Steel Joists, K-Series" in SJI's "Specifications," with steel-angle top- and bottom-chord members, underslung ends, and parallel top chord.
  - 1. Joist Type: K-series steel joists.
  - 2. Do not camber joists.

#### 2.3 **PRIMERS**

A. Primer:

STEEL JOIST FRAMING 052100 - 2 Specifications

SSPC-Paint 15, or manufacturer's standard shop primer complying with performance 1. requirements in SSPC-Paint 15.

#### 2.4 STEEL JOIST ACCESSORIES

#### A. **Bridging:**

- 1. Schematically indicated. Detail and fabricate according to SJI's "Specifications." Furnish additional erection bridging if required for stability.
- В. Welding Electrodes: Comply with AWS standards.
- C. Galvanizing Repair Paint: ASTM A780/A780M.

#### 2.5 CLEANING AND SHOP PAINTING

- A. Clean and remove loose scale, heavy rust, and other foreign materials from fabricated joists and accessories by hand-tool cleaning, SSPC-SP 2 or power-tool cleaning, SSPC-SP 3.
- Apply one coat of shop primer to joists and joist accessories to be primed to provide a В. continuous, dry paint film not less than 1 mil (0.025 mm) thick.

### **PART 3 - EXECUTION**

#### 3.1 **EXAMINATION**

- Examine supporting substrates, embedded bearing plates, and abutting structural framing for A. compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- Proceed with installation only after unsatisfactory conditions have been corrected. B.

#### 3.2 **INSTALLATION**

- Do not install joists until supporting construction is in place and secured. A.
- Install joists and accessories plumb, square, and true to line; securely fasten to supporting В. construction according to SJI's "Specifications," joist manufacturer's written instructions, and requirements in this Section.
  - Space, adjust, and align joists accurately in location before permanently fastening. 1.
  - 2. Install temporary bracing and erection bridging, connections, and anchors to ensure that joists are stabilized during construction.
- C. Field weld joists to supporting steel bearing plates. Coordinate welding sequence and procedure with placement of joists. Comply with AWS requirements and procedures for welding, appearance and quality of welds, and methods used in correcting welding work.

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Specifications

Install and connect bridging concurrently with joist erection, before construction loads are applied. Anchor ends of bridging lines at top and bottom chords if terminating at walls.

#### 3.3 **REPAIRS**

Repair damaged galvanized coatings on galvanized items with galvanized repair paint according A. to ASTM A780/A780M and manufacturer's written instructions.

#### B. Touchup Painting:

- 1. Immediately after installation, clean, prepare, and prime or reprime field connections, rust spots, and abraded surfaces of prime-painted joists and accessories.
  - Clean and prepare surfaces by SSPC-SP 2 hand-tool cleaning or SSPC-SP 3 a. power-tool cleaning.
  - Apply a compatible primer of same type as primer used on adjacent surfaces. b.

#### 3.4 FIELD QUALITY CONTROL

- Testing Agency: Engage a qualified testing agency to perform tests and inspections. A.
- B. Visually inspect field welds according to AWS D1.1/D1.1M.
- C. Visually inspect bolted connections.
- Prepare test and inspection reports. D.

END OF SECTION 052100

STEEL JOIST FRAMING 052100 - 4

### SECTION 053100 - STEEL DECKING

## 1.1 SUMMARY

- A. Section Includes:
  - 1. Roof deck.

### 1.2 ACTION SUBMITTALS

- A. Product Data:
  - 1. Roof deck.
- 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.

## 1.3 INFORMATIONAL SUBMITTALS

- A. Welding certificates.
- B. Product Certificates: For each type of steel deck.
- C. Test and Evaluation Reports:
  - 1. Research Reports: For steel deck, from ICC-ES showing compliance with the building code.
  - 2. Field quality-control reports.
- D. Qualification Statements: For welding personnel and testing agency.

## 1.4 QUALITY ASSURANCE

- A. Welding Qualifications: Qualify procedures and personnel in accordance with SDI QA/QC and the following welding codes:
  - 1. AWS D1.1/D1.1M.
  - 2. AWS D1.3/D1.3M.

# 1.5 DELIVERY, STORAGE, AND HANDLING

A. Protect steel deck from corrosion, deformation, and other damage during delivery, storage, and handling.

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Store products in accordance with SDI MOC3. Stack steel deck on platforms or pallets and slope to provide drainage. Protect with a waterproof covering and ventilate to avoid condensation.

### PART 2 - PRODUCTS

#### 2.1 PERFORMANCE REQUIREMENTS

- AISI Specifications: Comply with calculated structural characteristics of steel deck in A. accordance with AISI S100.
- В. Fire-Resistance Ratings: Comply with ASTM E119; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
  - Indicate design designations from UL's "Fire Resistance Directory" or from listings of 1. another qualified testing agency.

#### 2.2 **ROOF DECK**

- Fabrication of Roof Deck: Fabricate panels, without top-flange stiffening grooves, to comply A. with SDI RD and with the following:
  - 1. Galvanized-Steel Sheet: ASTM A653/A653M, Structural Steel (SS), Grade 50 (345), G60 (Z180) zinc coating.
  - 2. Deck Profile: As indicated.
  - Profile Depth: As indicated. 3.
  - Design Uncoated-Steel Thickness: As indicated. 4.
  - Span Condition: As indicated. 5.
  - Side Laps: Overlapped. 6.

#### 2.3 **ACCESSORIES**

- Provide manufacturer's standard accessory materials for deck that comply with requirements A. indicated.
- В. Side-Lap Fasteners: Corrosion-resistant, hexagonal washer head; self-drilling, carbon-steel screws, No. 10 (4.8-mm) minimum diameter.
- Flexible Closure Strips: Vulcanized, closed-cell, synthetic rubber. C.
- Miscellaneous Sheet Metal Deck Accessories: Steel sheet, minimum yield strength of 33,000 D. psi (230 MPa), not less than 0.0359-inch (0.91-mm) design uncoated thickness, of same material and finish as deck; of profile indicated or required for application.
- E. Galvanizing Repair Paint: ASTM A780/A780M.

STEEL DECKING 053100 - 2

### **PART 3 - EXECUTION**

# 3.1 EXAMINATION

- A. Examine supporting frame and field conditions for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

## 3.2 INSTALLATION, GENERAL

- A. Install deck panels and accessories in accordance with SDI RD, as applicable; manufacturer's written instructions; and requirements in this Section.
- B. Locate deck bundles to prevent overloading of supporting members.
- C. Place deck panels on supporting frame and adjust to final position with ends accurately aligned and bearing on supporting frame before being permanently fastened.
- D. Place deck panels flat and square and fasten to supporting frame without warp or deflection.
- E. Cut and neatly fit deck panels and accessories around openings and other work projecting through or adjacent to deck.
- F. Provide additional reinforcement and closure pieces at openings as required for strength, continuity of deck, and support of other work.
- G. Comply with AWS requirements and procedures for manual shielded metal arc welding, appearance and quality of welds, and methods used for correcting welding work.

## 3.3 INSTALLATION OF ROOF DECK

- 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: 5/8 inch (16 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 as indicated.
- B. Side-Lap and Perimeter Edge Fastening: Fasten side laps and perimeter edges of panels between supports, at intervals not exceeding the lesser of one-half of the span or 18 inches (460 mm), and as follows:
  - 1. Mechanically fasten with self-drilling, No. 10 (4.8-mm-) diameter or larger, carbon-steel screws.
- 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:

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- 1. End Joints: Lapped 2 inches (50 mm) minimum.
- D. Miscellaneous Roof-Deck Accessories: Install finish strips, end closures, and reinforcing channels in accordance with deck manufacturer's written instructions. Weld or mechanically fasten to substrate to provide a complete deck installation.

# 3.4 REPAIR

A. Galvanizing Repairs: Prepare and repair damaged galvanized coatings on both surfaces of deck with galvanized repair paint in accordance with ASTM A780/A780M and manufacturer's written instructions.

# 3.5 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.
- B. Tests and Inspections:
  - 1. Special inspections and qualification of welding special inspectors for cold-formed steel roof deck in accordance with quality-assurance inspection requirements of SDI QA/QC.
    - a. Field welds will be subject to inspection.
  - 2. Steel decking will be considered defective if it does not pass tests and inspections.
- C. Prepare test and inspection reports.

END OF SECTION 053100

STEEL DECKING 053100 - 4

### SECTION 061000 - ROUGH CARPENTRY

### PART 1 - GENERAL

### 1.1 SUMMARY

### A. Section Includes:

- 1. Miscellaneous lumber.
- 2. Plywood backing panels.

### 1.2 DEFINITIONS

- A. Boards or Strips: Lumber of less than 2 inches nominal (38 mm actual) size in least dimension.
- B. Dimension Lumber: Lumber of 2 inches nominal (38 mm actual) size or greater but less than 5 inches nominal (114 mm actual) size in least dimension.
- C. Exposed Framing: Framing not concealed by other construction.
- D. Lumber grading agencies, and abbreviations used to reference them, include the following:
  - 1. NeLMA: Northeastern Lumber Manufacturers' Association.
  - 2. NLGA: National Lumber Grades Authority.
  - 3. SPIB: The Southern Pine Inspection Bureau.
  - 4. WCLIB: West Coast Lumber Inspection Bureau.
  - 5. WWPA: Western Wood Products Association.

## 1.3 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.

## 1.4 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.

## 1.5 DELIVERY, STORAGE, AND HANDLING

A. Stack wood products flat with spacers beneath and between each bundle to provide air circulation. Protect wood products from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

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### PART 2 - PRODUCTS

## 2.1 FIRE-RETARDANT-TREATED LUMBER

- A. General: Where fire-retardant-treated materials are indicated, materials are to comply with requirements in this article, that are acceptable to authorities having jurisdiction, and with fire-test-response characteristics specified as determined by testing identical products per test method indicated by a qualified testing agency.
- B. Fire-Retardant-Treated Lumber and Plywood by Pressure Process: Products with a flame-spread index of 25 or less when tested in accordance with ASTM E84, and with no evidence of significant progressive combustion when the test is extended an additional 20 minutes, and with the flame front not extending more than 10.5 feet (3.2 m) beyond the centerline of the burners at any time during the test.
  - 1. Treatment is not to promote corrosion of metal fasteners.
  - 2. Exterior Type: Treated materials are to comply with requirements specified above for fire-retardant-treated lumber and plywood by pressure process after being subjected to accelerated weathering in accordance with ASTM D2898. Use for exterior locations and where indicated.
- C. Kiln-dry lumber after treatment to maximum moisture content of 19 percent.
- D. Identify fire-retardant-treated wood with appropriate classification marking of qualified testing agency and other information required by authorities having jurisdiction.
  - 1. For exposed lumber indicated to receive a stained or natural finish, mark end or back of each piece.
- E. Application: Treat items indicated on Drawings, and the following:
  - 1. Concealed blocking.
  - 2. Wood cants, nailers, curbs, equipment support bases, blocking, and similar members in connection with roofing.
  - 3. Plywood backing panels.

## 2.2 MISCELLANEOUS LUMBER

- A. Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
  - 1. Blocking.
  - 2. Nailers.
  - 3. Rooftop equipment bases and support curbs.
  - 4. Cants.
  - 5. Furring.
  - 6. Grounds.
  - 7. Utility shelving.
- B. Dimension Lumber Items: Construction or No. 2 grade lumber of any species.

ROUGH CARPENTRY 061000 - 2

- Concealed Boards: 19 percent maximum moisture content and any of the following species and C. grades:
  - 1. Mixed southern pine or southern pine; No. 2 grade; SPIB.
  - Hem-fir or hem-fir (north); Construction or No. 2 Common grade; NLGA, WCLIB, or 2.
  - Spruce-pine-fir (south) or spruce-pine-fir; Construction or No. 2 Common grade; 3. NeLMA, NLGA, WCLIB, or WWPA.
- D. Roofing Nailers: Structural- or No. 2-grade lumber or better; kiln-dried Douglas fir, southern pine, or wood having similar decay-resistant properties.
- E. 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.
- 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.

#### 2.3 PLYWOOD BACKING PANELS

Equipment Backing Panels: Plywood, DOC PS 1, Exterior, A-C in thickness indicated or, if not A. indicated, not less than 1/2-inch (13-mm) nominal thickness.

#### **FASTENERS** 2.4

- General: Fasteners are to be of size and type indicated and comply with requirements specified A. in this article for material and manufacture. Provide nails or screws, in sufficient length, to penetrate not less than 1-1/2 inches (38 mm) into wood substrate.
- B. Nails, Brads, and Staples: ASTM F1667.
- C. Power-Driven Fasteners: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.

### **PART 3 - EXECUTION**

#### 3.1 **INSTALLATION**

- Framing Standard: Comply with AF&PA's WCD 1, "Details for Conventional Wood Frame A. Construction," unless otherwise indicated.
- B. Set work to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry accurately to other construction. Locate furring, nailers, blocking, and similar supports to comply with requirements for attaching other construction.

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- C. Install plywood backing panels by fastening to studs; coordinate locations with utilities requiring backing panels.
- D. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.
  - 1. Provide metal clips for fastening gypsum board or lath at corners and intersections where framing or blocking does not provide a surface for fastening edges of panels. Space clips not more than 16 inches (406 mm) o.c.
- E. Sort and select lumber so that natural characteristics do not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.
- F. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
  - 1. Table 2304.10.1, "Fastening Schedule," in ICC's International Building Code (IBC).
  - 2. Table R602.3(1), "Fastener Schedule for Structural Members," and Table R602.3(2), "Alternate Attachments," in ICC's International Residential Code for One- and Two-Family Dwellings.
- G. Securely attach roofing nailers to substrates by anchoring and fastening to withstand bending, shear, or other stresses imparted by Project wind loads and fastener-resistance loads as designed in accordance with ASCE/SEI 7.
- H. Use steel common nails unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood. Drive nails snug but do not countersink nail heads unless otherwise indicated.

## 3.2 INSTALLATION OF WOOD BLOCKING AND NAILERS

- A. Install where indicated and where required for attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.
- B. Attach wood blocking to substrates to support applied loading. Recess bolts and nuts flush with surfaces unless otherwise indicated.
- C. Attach wood roofing nailers securely to substrate to resist the designed outward and upward wind loads indicated on Drawings and in accordance with ANSI/SPRI ED-1, Tables A6 and A7.

### 3.3 INSTALLATION OF WOOD FURRING

A. Install level and plumb with closure strips at edges and openings. Shim with wood as required for tolerance of finish work.

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B. Furring to Receive Plywood or Hardboard Paneling: Install 1-by-3-inch nominal- (19-by-63-mm actual-) size furring horizontally at 24 inches (610 mm) o.c.

END OF SECTION 061000

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#### SECTION 072100 - THERMAL INSULATION

### PART 1 - GENERAL

### 1.1 SUMMARY

#### A. Section Includes:

- 1. Polyisocyanurate foam-plastic board insulation.
- 2. Glass-fiber blanket insulation.

# B. Related Requirements:

1. Section 075323 "Ethylene-Propylene-Diene-Monomer (EPDM) Roofing" for insulation specified as part of roofing construction.

### 1.2 ACTION SUBMITTALS

### A. Product Data:

- 1. Polyisocyanurate foam-plastic board insulation.
- 2. Glass-fiber blanket insulation.

### 1.3 INFORMATIONAL SUBMITTALS

- A. Installer's Certification: Listing type, manufacturer, and R-value of insulation installed in each element of the building thermal envelope.
  - 1. Sign, date, and post the certification in a conspicuous location on Project site.
- B. Product Test Reports: For each product, for tests performed by a qualified testing agency.

# 1.4 DELIVERY, STORAGE, AND HANDLING

- A. Protect insulation materials from physical damage and from deterioration due to moisture, soiling, and other sources. Store inside and in a dry location. Comply with manufacturer's written instructions for handling, storing, and protecting during installation.
- B. Protect foam-plastic board insulation as follows:
  - 1. Do not expose to sunlight except to necessary extent for period of installation and concealment.
  - 2. Protect against ignition at all times. Do not deliver foam-plastic board materials to Project site until just before installation time.
  - 3. Quickly complete installation and concealment of foam-plastic board insulation in each area of construction.

### PART 2 - PRODUCTS

# 2.1 PERFORMANCE REQUIREMENTS

- A. Surface-Burning Characteristics: Maximum flame-spread and smoke-developed indexes less than 25 and 450 when tested in accordance with ASTM E84.
- B. Labeling: Provide identification of mark indicating R-value of each piece of insulation 12 inches (305 mm) and wider in width.
- C. Thermal-Resistance Value (R-Value): R-value as indicated below in accordance with ASTM C518.
  - 1. R-Value at insulation entirely above roof deck: R-30ci.

### 2.2 POLYISOCYANURATE FOAM-PLASTIC BOARD INSULATION

A. Polyisocyanurate Board Insulation, Glass-Fiber-Mat Faced: ASTM C1289, glass-fiber-mat faced, Type II, Class 2.

# 2.3 GLASS-FIBER BLANKET INSULATION

A. Glass-Fiber Blanket Insulation, Unfaced: ASTM C665, Type I; passing ASTM E136 for combustion characteristics.

### 2.4 INSULATION FASTENERS

- A. Adhesively Attached, Spindle-Type Anchors: Plate welded to projecting spindle; capable of holding insulation of specified thickness securely in position with self-locking washer in place.
  - 1. Plate: Perforated, galvanized carbon-steel sheet, 0.030 inch (0.762 mm) thick by 2 inches (50 mm) square.
  - 2. Spindle: Copper-coated, low-carbon steel; fully annealed; 0.105 inch (2.67 mm) in diameter; length to suit depth of insulation.
- B. Insulation-Retaining Washers: Self-locking washers formed from 0.016-inch- (0.41-mm-) thick galvanized-steel sheet, with beveled edge for increased stiffness, sized as required to hold insulation securely in place, but not less than 1-1/2 inches (38 mm) square or in diameter.
- C. Anchor Adhesive: Product with demonstrated capability to bond insulation anchors securely to substrates without damaging insulation, fasteners, or substrates.

### 2.5 ACCESSORIES

- A. Insulation for Miscellaneous Voids:
  - 1. Glass-Fiber Insulation: ASTM C764, Type II, loose fill; with maximum flame-spread and smoke-developed indexes of 5, per ASTM E84.

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Adhesive for Bonding Insulation: Product compatible with insulation and air and water barrier materials, and with demonstrated capability to bond insulation securely to substrates without damaging insulation and substrates.

### PART 3 - EXECUTION

#### 3.1 **PREPARATION**

A. Clean substrates of substances that are harmful to insulation, including removing projections capable of puncturing insulation or vapor retarders, or that interfere with insulation attachment.

#### 3.2 INSTALLATION, GENERAL

- Comply with insulation manufacturer's written instructions applicable to products and A. applications.
- B. Install insulation that is undamaged, dry, and unsoiled and that has not been left exposed to ice, rain, or snow at any time.
- C. Install insulation with manufacturer's R-value label exposed after insulation is installed.
- Extend insulation to envelop entire area to be insulated. Fit tightly around obstructions and fill D. voids with insulation. Remove projections that interfere with placement.
- E. Provide sizes to fit applications and selected from manufacturer's standard thicknesses, widths, and lengths. Apply single layer of insulation units unless multiple layers are otherwise shown or required to make up total thickness or to achieve R-value.

#### 3.3 INSTALLATION OF SLAB INSULATION

- On vertical slab edge and foundation surfaces, set insulation units using manufacturer's A. recommended adhesive according to manufacturer's written instructions.
  - If not otherwise indicated, extend insulation a minimum of 36 inches (915 mm) below 1. exterior grade line.
- On horizontal surfaces, loosely lay insulation units according to manufacturer's written B. instructions. Stagger end joints and tightly abut insulation units.
  - If not otherwise indicated, extend insulation a minimum of 36 inches (915 mm) in from 1. exterior walls.

#### 3.4 INSTALLATION OF FOUNDATION WALL INSULATION

Butt panels together for tight fit. A.

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Adhesive Installation: Install with adhesive or press into tacky waterproofing or dampproofing according to manufacturer's written instructions.

#### 3.5 INSTALLATION OF CAVITY-WALL INSULATION

- A. Foam-Plastic Board Insulation: Install pads of adhesive spaced approximately 24 inches (610 mm) o.c. both ways on inside face and as recommended by manufacturer.
  - 1. Fit courses of insulation between wall ties and other obstructions, with edges butted tightly in both directions, and with faces flush.
  - Press units firmly against inside substrates. 2.
  - Supplement adhesive attachment of insulation by securing boards with two-piece wall 3. ties designed for this purpose and specified in Section 042000 "Unit Masonry."

END OF SECTION 072100

#### SECTION 072600 - VAPOR RETARDERS

### PART 1 - GENERAL

# 1.1 SUMMARY

#### A. Section Includes:

1. Polyethylene vapor retarders.

# B. Related Requirements:

- 1. Section 072100 "Thermal Insulation" for vapor retarders integral with insulation products.
- 2. Section 033000 "Cast-In-Place Concrete" for vapor retarder below concrete slabs-ongrade.

### 1.2 ACTION SUBMITTALS

### A. Product Data:

1. Polyethylene vapor retarders.

# 1.3 INFORMATIONAL SUBMITTALS

A. Product Test Reports: For each product, for tests performed by a qualified testing agency.

# PART 2 - PRODUCTS

## 2.1 POLYETHYLENE VAPOR RETARDERS

- A. Polyethylene Vapor Retarders: ASTM D4397, 40-mil. thick sheet, with maximum permeance rating of 0.1 perm (5.7 ng/Pa x s x sq. m).
- B. Polyethylene Vapor Retarders: ASTM D4397, 6-mil. (0.15mm) thick sheet, with maximum permeance rating of 0.1 perm (5.7 ng/Pa x s x sq. m).

# 2.2 ACCESSORIES

- A. Vapor-Retarder Tape: Pressure-sensitive tape of type recommended by vapor-retarder manufacturer for sealing joints and penetrations in vapor retarder.
- B. Adhesive for Vapor Retarders: Product recommended by vapor-retarder manufacturer and has demonstrated capability to bond vapor retarders securely to substrates indicated.

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### **PART 3 - EXECUTION**

### 3.1 PREPARATION

A. Clean substrates of substances that are harmful to vapor retarders, including removing projections capable of puncturing vapor retarders.

## 3.2 INSTALLATION OF VAPOR RETARDERS ON FRAMING

- A. Place vapor retarders on side of construction indicated on Drawings.
- B. Extend vapor retarders to extremities of areas to protect from vapor transmission. Secure vapor retarders in place with adhesives, vapor retarder fasteners, or other anchorage system as recommended by manufacturer. Extend vapor retarders to cover miscellaneous voids in insulated substrates, including those filled with loose-fiber insulation.
- C. Seal vertical joints in vapor retarders over framing by lapping no fewer than two studs and sealing with vapor-retarder tape according to vapor-retarder manufacturer's written instructions. Locate all joints over framing members or other solid substrates.
- D. Seal joints caused by pipes, conduits, electrical boxes, and similar items penetrating vapor retarders with vapor-retarder tape to create an airtight seal between penetrating objects and vapor retarders.
- E. Repair tears or punctures in vapor retarders immediately before concealment by other work. Cover with vapor-retarder tape or another layer of vapor retarders.

### 3.3 PROTECTION

A. Protect vapor retarders from damage until concealed by permanent construction.

END OF SECTION 072600

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#### SECTION 074213.19 - INSULATED METAL WALL PANELS

### PART 1 - GENERAL

# 1.1 SUMMARY

#### A. Section Includes:

1. Foamed-insulation-core metal wall panels.

### 1.2 ACTION SUBMITTALS

## A. Product Data:

- 1. Foamed-insulation-core metal wall panels.
- B. Product Data Submittals: For each product.
  - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each type of panel and accessory.

# C. Shop Drawings:

- 1. Include fabrication and installation layouts of metal panels; details of edge conditions, joints, panel profiles, corners, anchorages, attachment system, trim, flashings, closures, and accessories; and special details.
- 2. Accessories: Include details of the flashing, trim, and anchorage systems, at a scale of not less than 1-1/2 inches per 12 inches (1:10).

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Product Test Reports: For each product, tests performed by a qualified testing agency.
- C. Field quality-control reports.
- D. Sample Warranties: For special warranties.

# 1.4 CLOSEOUT SUBMITTALS

A. Maintenance Data: For metal panels to include in maintenance manuals.

#### **QUALITY ASSURANCE** 1.5

A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- Deliver components, metal panels, and other manufactured items so as not to be damaged or A. deformed. Package metal panels for protection during transportation and handling.
- B. Unload, store, and erect metal panels in a manner to prevent bending, warping, twisting, and surface damage.
- C. Stack metal panels horizontally on platforms or pallets, covered with suitable weathertight and ventilated covering. Store metal panels to ensure dryness, with positive slope for drainage of water. Do not store metal panels in contact with other materials that might cause staining, denting, or other surface damage.
- Retain strippable protective covering on metal panels during installation. D.

#### 1.7 FIELD CONDITIONS

Weather Limitations: Proceed with installation only when existing and forecasted weather A. conditions permit assembly of metal panels to be performed in accordance with manufacturers' written instructions and warranty requirements.

#### 1.8 **COORDINATION**

Coordinate metal panel installation with rain drainage work, flashing, trim, construction of A. soffits, and other adjoining work to provide a leakproof, secure, and noncorrosive installation.

#### 1.9 WARRANTY

- Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or A. replace components of metal panel systems that fail in materials or workmanship within specified warranty period.
  - 1. Failures include, but are not limited to, the following:
    - Structural failures including rupturing, cracking, or puncturing. a.
    - Deterioration of metals and other materials beyond normal weathering.
  - Warranty Period: Two years from date of Substantial Completion. 2.
- В. Special Warranty on Panel Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace metal panels that show evidence of deterioration of factoryapplied 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 in accordance with ASTM D2244.
  - b. Chalking in excess of a No. 8 rating when tested in accordance with 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

# 2.1 PERFORMANCE REQUIREMENTS

- A. Structural Performance: Provide metal panel systems capable of withstanding the effects of the following loads, based on testing in accordance with ASTM E72:
  - 1. Wind Loads: As indicated on Drawings.
  - 2. Other Design Loads: As indicated on Drawings.
  - 3. Deflection Limits: For wind loads, no greater than 1/180 of the span.
- B. Air Infiltration: Air leakage of not more than 0.06 cfm/sq. ft. (0.3 L/s per sq. m) when tested in accordance with ASTM E283 at the following test-pressure difference:
  - 1. Test-Pressure Difference: 1.57 lbf/sq. ft. (75 Pa).
- C. Water Penetration under Static Pressure: No water penetration when tested in accordance with ASTM E331 at the following test-pressure difference:
  - 1. Test-Pressure Difference: 2.86 lbf/sq. ft. (137 Pa).
- D. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes by preventing 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 (Range): 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

# 2.2 FOAMED-INSULATION-CORE METAL WALL PANELS

A. General: Provide factory-formed and -assembled metal wall panels fabricated from two metal facing sheets and insulation core foamed in place during fabrication, and with joints between panels designed to form weathertight seals. Include accessories required for weathertight installation.

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- 1. Insulation Core: Modified isocyanurate or polyurethane foam using a non-CFC blowing agent, with maximum flame-spread and smoke-developed indexes of 25 and 450, respectively.
  - a. Closed-Cell Content: 90 percent when tested in accordance with ASTM D6226.
  - b. Density: 2.0 to 2.6 lb/cu. ft. (32 to 42 kg/cu. m) when tested in accordance with ASTM D1622.
  - c. Compressive Strength: Minimum 20 psi (140 kPa) when tested in accordance with ASTM D1621.
  - d. Shear Strength: 26 psi (179 kPa) when tested in accordance with ASTM C273/C273M.
- B. Concealed-Fastener, Foamed-Insulation-Core Metal Wall Panels: Formed with tongue-and-groove panel edges; designed for sequential installation by interlocking panel edges and mechanically attaching panels to supports using concealed clips or fasteners.
  - 1. Metallic-Coated Steel Sheet: Facings of zinc-coated (galvanized) steel sheet complying with ASTM A653/A653M, G90 (Z275) coating designation, or aluminum-zinc alloy-coated steel sheet complying with ASTM A792/A792M, Class AZ50 (Class AZM150) coating designation; structural quality. Prepainted by the coil-coating process to comply with ASTM A755/A755M.
    - a. Nominal Thickness: .028 inch (0.71 mm).
    - b. Exterior Finish: Two-coat fluoropolymer.
      - 1) Color: As selected by Architect from manufacturer's full range.
  - 2. Snap-on Batten: Same material, finish, and color as exterior facings of wall panels.
  - 3. Panel Coverage: 36 inches (914 mm) nominal.
  - 4. Panel Thickness: 2.5 inches (64 mm).
  - 5. Thermal-Resistance Value (R-Value): R-21.9 in accordance with ASTM C1363.

### 2.3 MISCELLANEOUS MATERIALS

- A. Miscellaneous Metal Subframing and Furring: ASTM C645, cold-formed, metallic-coated steel sheet, ASTM A653/A653M, G90 (Z275 hot-dip galvanized) coating designation or ASTM A792/A792M, Class AZ50 (Class AZM150) aluminum-zinc-alloy coating designation unless otherwise indicated. Provide manufacturer's standard sections as required for support and alignment of metal panel system.
- B. Panel Accessories: Provide components required for a complete, weathertight panel system including trim, copings, fasciae, mullions, sills, corner units, clips, flashings, sealants, gaskets, fillers, closure strips, and similar items. Match material and finish of metal panels unless otherwise indicated.
  - 1. Closures: Provide closures at eaves and rakes, fabricated of same metal as metal panels.
  - 2. Backing Plates: Provide metal backing plates at panel end splices, fabricated from material recommended by manufacturer.
  - 3. Closure Strips: Closed-cell, expanded, cellular, rubber or crosslinked, polyolefin-foam or closed-cell laminated polyethylene; minimum 1-inch- (25-mm-) thick, flexible closure strips; cut or premolded to match metal panel profile. Provide closure strips where indicated or necessary to ensure weathertight construction.

- C. Flashing and Trim: Provide flashing and trim formed from same material as metal panels as required to seal against weather and to provide finished appearance. Locations include, but are not limited to, bases, drips, sills, jambs, corners, endwalls, framed openings, rakes, fasciae, parapet caps, soffits, reveals, and fillers. Finish flashing and trim with same finish system as adjacent metal panels.
- D. Panel Fasteners: Self-tapping screws designed to withstand design loads. Provide exposed fasteners with heads matching color of metal panels by means of plastic caps or factory-applied coating. Provide EPDM or PVC sealing washers for exposed fasteners.
- E. Panel Sealants: Provide sealant type recommended by manufacturer that are compatible with panel materials, are nonstaining, and do not damage panel finish.
  - 1. Sealant Tape: Pressure-sensitive, 100 percent solids, gray polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1/2 inch (13 mm) wide and 1/8 inch (3 mm) thick.
  - 2. Joint Sealant: ASTM C920; elastomeric polyurethane or silicone sealant; of type, grade, class, and use classifications required to seal joints in metal panels and remain weathertight; and as recommended in writing by metal panel manufacturer.
  - 3. Butyl-Rubber-Based, Solvent-Release Sealant: ASTM C1311.

### 2.4 FABRICATION

- A. General: Fabricate and finish metal panels and accessories at the factory, by manufacturer's standard procedures and processes, as necessary to fulfill indicated performance requirements demonstrated by laboratory testing. Comply with indicated profiles and with dimensional and structural requirements.
- B. Provide panel profile, including major ribs and intermediate stiffening ribs, if any, for full length of panel.
- C. Fabricate metal panel joints with factory-installed captive gaskets or separator strips that provide a weathertight seal and prevent metal-to-metal contact, and that minimize noise from movements.
- D. Sheet Metal Flashing and Trim: Fabricate flashing and trim to comply with manufacturer's recommendations and recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of item indicated.
  - 1. Form exposed sheet metal accessories that are without excessive oil canning, buckling, and tool marks and that are true to line and levels indicated, with exposed edges folded back to form hems.
  - 2. Seams for Other Than Aluminum: Fabricate nonmoving seams in accessories with flat-lock seams. Tin edges to be seamed, form seams, and solder.
  - 3. Sealed Joints: Form nonexpansion, but movable, joints in metal to accommodate sealant and to comply with SMACNA standards.
  - 4. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces of accessories exposed to view.

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- Fabricate cleats and attachment devices from same material as accessory being anchored 5. or from compatible, noncorrosive metal recommended in writing by metal panel manufacturer.
  - Size: As recommended by SMACNA's "Architectural Sheet Metal Manual" or a. metal wall panel manufacturer for application but not less than thickness of metal being secured.

#### **FINISHES** 2.5

- Protect mechanical and painted finishes on exposed surfaces from damage by applying a A. strippable, temporary protective covering before shipping.
- B. 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 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.

#### Steel Panels and Accessories: C.

Two-Coat Fluoropolymer: AAMA 621. 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.

# PART 3 - EXECUTION

#### 3.1 **EXAMINATION**

- Examine substrates, areas, and conditions, with Installer present, for compliance with A. requirements for installation tolerances, metal panel supports, and other conditions affecting performance of the Work.
  - Examine wall framing to verify that girts, angles, channels, studs, and other structural panel support members and anchorage have been installed within alignment tolerances required by metal wall panel manufacturer.
- B. Examine roughing-in for components and systems penetrating metal panels to verify actual locations of penetrations relative to seam locations of metal panels before installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

A. Miscellaneous Supports: Install subframing, furring, and other miscellaneous panel support members and anchorages in accordance with ASTM C754 and metal panel manufacturer's written recommendations.

#### 3.3 INSTALLATION OF METAL PANELS

- A. General: Install metal panels in accordance with manufacturer's written instructions in orientation, sizes, and locations indicated. Install panels perpendicular to supports unless otherwise indicated. Anchor metal panels and other components of the Work securely in place, with provisions for thermal and structural movement.
  - 1. Shim or otherwise plumb substrates receiving metal panels.
  - 2. Flash and seal metal panels at perimeter of all openings. Fasten with self-tapping screws. Do not begin installation until air- or water-resistive barriers and flashings that will be concealed by metal panels are installed.
  - 3. Install screw fasteners in predrilled holes.
  - 4. Locate and space fastenings in uniform vertical and horizontal alignment.
  - 5. Install flashing and trim as metal panel work proceeds.
  - 6. Locate panel splices over, but not attached to, structural supports. Stagger panel splices and end laps to avoid a four-panel lap splice condition.
  - 7. Align bottoms of metal panels and fasten with blind rivets, bolts, or self-tapping screws. Fasten flashings and trim around openings and similar elements with self-tapping screws.
  - 8. Provide weathertight escutcheons for pipe- and conduit-penetrating panels.

### B. Fasteners:

- 1. Steel Panels: Use stainless steel fasteners for surfaces exposed to the exterior; use galvanized-steel fasteners for surfaces exposed to the interior.
- 2. Aluminum Panels: Use aluminum or stainless steel fasteners for surfaces exposed to the exterior; use aluminum or galvanized-steel fasteners for surfaces exposed to the interior.
- C. Metal Protection: Where dissimilar metals contact each other or corrosive substrates, protect against galvanic action as recommended in writing by metal panel manufacturer.
- D. Joint Sealers: Install gaskets, joint fillers, and sealants where indicated and where required for weathertight performance of metal wall panel assemblies. Provide types of gaskets, fillers, and sealants indicated by metal panel manufacturer; or, if not indicated, provide types recommended by metal wall panel manufacturer.
  - 1. Seal metal wall panel end laps with double beads of tape or sealant, full width of panel. Seal side joints where recommended by metal wall panel manufacturer.
  - 2. Prepare joints and apply sealants to comply with requirements in Section 079200 "Joint Sealants."

### 3.4 INSTALLATION OF INSULATION-CORE METAL WALL PANELS

- A. General: Apply continuous ribbon of sealant to panel joint on concealed side of insulated metal wall panels as vapor seal; apply sealant to panel joint on exposed side of panels for weather seal.
  - 1. Fasten foamed-insulation-core metal wall panels to supports with fasteners at each lapped joint at location and spacing and with fasteners recommended by manufacturer.
  - 2. Apply panels and associated items true to line for neat and weathertight enclosure. Avoid "panel creep" or application not true to line.
  - 3. Provide metal-backed washers under heads of exposed fasteners on weather side of insulated metal wall panels.
  - 4. Locate and space exposed fasteners in uniform vertical and horizontal alignment. Use proper tools to obtain controlled uniform compression for positive seal without rupture of washer.
  - 5. Provide sealant tape at lapped joints of insulated metal wall panels and between panels and protruding equipment, vents, and accessories.
  - 6. Apply a continuous ribbon of sealant tape to panel side laps and elsewhere as needed to make panels weathertight.
  - 7. Apply snap-on battens to exposed-fastener, insulated-core metal wall panel seams to conceal fasteners.
- B. Foamed-Insulation-Core Metal Wall Panels: Fasten metal wall panels to supports with concealed clips at each joint at location and spacing and with fasteners recommended by manufacturer. Fully engage tongue and groove of adjacent panels.
  - 1. Install clips to supports with self-tapping fasteners.
- C. Accessory Installation: Install accessories with positive anchorage to building and weathertight mounting, and provide for thermal expansion. Coordinate installation with flashings and other components.
  - 1. Install components required for a complete metal panel system including trim, copings, corners, seam covers, flashings, sealants, gaskets, fillers, closure strips, and similar items. Provide types indicated by metal panel manufacturer; or, if not indicated, provide types recommended by metal panel manufacturer.
- D. Flashing and Trim: Comply with performance requirements, manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, and set units true to line and level. Install work with laps, joints, and seams that are permanently watertight.
  - 1. Install exposed flashing and trim that is without buckling and tool marks, and that is true to line and levels indicated, with exposed edges folded back to form hems. Install sheet metal flashing and trim to fit substrates and to achieve waterproof performance.
  - 2. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet (3 m) with no joints allowed within 24 inches (610 mm) of corner or intersection. Where lapped expansion provisions cannot be used or would not be sufficiently waterproof, form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with mastic sealant (concealed within joints).

# 3.5 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
- B. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect completed metal wall panel installation, including accessories.
- C. Metal wall panels will be considered defective if they do not pass test and inspections.
- D. Additional tests and inspections, at Contractor's expense, are performed to determine compliance of replaced or additional work with specified requirements.
- E. Prepare test and inspection reports.

### 3.6 CLEANING AND PROTECTION

- A. Remove temporary protective coverings and strippable films, if any, as metal panels are installed, unless otherwise indicated in manufacturer's written installation instructions. On completion of metal panel installation, clean finished surfaces as recommended by metal panel manufacturer. Maintain in a clean condition during construction.
- B. After metal panel installation, clear weep holes and drainage channels of obstructions, dirt, and sealant.
- C. Replace metal panels that have been damaged or have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

**END OF SECTION 074213.19** 

## SECTION 075323 - ETHYLENE-PROPYLENE-DIENE-MONOMER (EPDM) ROOFING

### PART 1 - GENERAL

### 1.1 SUMMARY

#### A. Section Includes:

- 1. Ethylene-propylene-diene-terpolymer (EPDM) roofing.
- 2. Accessory roofing materials.
- 3. Vapor retarder.
- 4. Roof insulation.
- 5. Insulation accessories and cover board.
- 6. Asphalt materials.

# B. Related Requirements:

- 1. Section 061000 "Rough Carpentry for wood nailers, curbs, and blocking
- 2. Section 072100 "Thermal Insulation" for insulation beneath the roof deck.
- 3. Section 076200 "Sheet Metal Flashing and Trim" for metal roof flashings and counterflashings.
- 4. Section 077100 "Roof Specialties" for manufactured copings and roof edge flashings.
- 5. Section 079200 "Joint Sealants" for joint sealants, joint fillers, and joint preparation.

### 1.2 DEFINITIONS

A. Roofing Terminology: Definitions in ASTM D1079 and glossary of NRCA's "The NRCA Roofing Manual: Membrane Roof Systems" apply to work of this Section.

# 1.3 ACTION SUBMITTALS

#### A. Product Data:

- 1. Ethylene-propylene-diene-terpolymer (EPDM) roofing.
- 2. Accessory roofing materials.
- 3. Vapor retarder.
- 4. Roof insulation.
- 5. Insulation accessories and cover board.
- 6. Asphalt materials.

### B. Product Data Submittals:

- 1. For insulation and roof system component fasteners, include copy of FM Approvals' RoofNav listing.
- C. Shop Drawings: Include roof plans, sections, details, and attachments to other work, including the following:

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Specifications

- 1. Layout and thickness of insulation.
- 2. Base flashings and membrane terminations.
- Flashing details at penetrations. 3.
- Roof plan showing orientation of steel roof deck and orientation of roof membrane and 4. fastening spacings and patterns for mechanically fastened roofing system.
- Insulation fastening patterns for corner, perimeter, and field-of-roof locations. 5.
- D. Wind Uplift Resistance Submittal: For roofing system, indicating compliance with wind uplift performance requirements.

#### 1.4 INFORMATIONAL SUBMITTALS

- Qualification Data: For Installer and manufacturer. A.
- Manufacturer Certificates: B.
  - 1. Performance Requirement Certificate: Signed by roof membrane manufacturer, certifying that roofing system complies with requirements specified in "Performance Requirements" Article.
    - Submit evidence of complying with performance requirements. a.
  - 2. Special Warranty Certificate: Signed by roof membrane manufacturer, certifying that all materials supplied under this Section are acceptable for special warranty.
- **C**. Product Test Reports: For components of roof membrane and insulation, for tests performed by a qualified testing agency, indicating compliance with specified requirements.
- D. Evaluation Reports: For components of roofing system, from ICC-ES.
  - 1. Field Test Reports:
  - Fastener-pullout test results and manufacturer's revised requirements for fastener 2. patterns.
- Field quality-control reports. E.
- F. Sample Warranties: For manufacturer's special warranties.

#### 1.5 **CLOSEOUT SUBMITTALS**

Maintenance Data: For roofing system to include in maintenance manuals. A.

#### 1.6 **QUALITY ASSURANCE**

Manufacturer Qualifications: A qualified manufacturer that is listed in FM Approvals' RoofNav A. for roofing system identical to that used for this Project.

B. 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.

### 1.7 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 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.
  - 1. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.
- C. 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.
- D. Handle and store roofing materials, and place equipment in a manner to avoid permanent deflection of deck.

### 1.8 FIELD CONDITIONS

A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed in accordance with manufacturer's written instructions and warranty requirements.

# 1.9 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 roof membrane, base flashings, roof insulation, fasteners, and other components of roofing system.
  - 2. Warranty Period: 20 years from Date of Substantial Completion.
- B. Special Project Warranty: Submit roofing Installer's warranty, on warranty form at end of this Section, signed by Installer, covering the Work of this Section, including all components of roofing system such as roof membrane, base flashing, roof insulation, fasteners, vapor retarders, roof, for the following warranty period:
  - 1. Warranty Period: Two years from Date of Substantial Completion.

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#### PART 2 - PRODUCTS

# 2.1 PERFORMANCE REQUIREMENTS

- A. General Performance: Installed roofing system and base flashings to 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 flashings to remain watertight.
  - 1. Accelerated Weathering: Roof membrane to withstand 2000 hours of exposure when tested in accordance with ASTM G152, ASTM G154, or ASTM G155.
  - 2. Impact Resistance: Roof membrane to resist impact damage when tested in accordance with ASTM D3746, ASTM D4272, or the "Resistance to Foot Traffic Test" in FM Approvals 4470.
- B. Material Compatibility: Roofing materials to be compatible with one another and adjacent materials under conditions of service and application required, as demonstrated by roof membrane manufacturer based on testing and field experience.
- C. Wind Uplift Resistance: Design roofing system to resist the following wind uplift pressures when tested in accordance with FM Approvals 4474, UL 580, or UL 1897:
  - 1. Zone 1-Ultimate (Roof Area Field): 35 lbf/sq. ft. (1.7 kPa).
  - 2. Zone 2-Ultimate (Roof Area Perimeter): 45 lbf/sq. ft. (2.2 kPa).
    - a. Location: From roof edge to 13 ft. inside roof edge.
  - 3. Zone 3-Ultimate (Roof Area Corners): 62 lbf/sq. ft. (3 kPa).
    - a. Location: 13 ft. in each direction from building corner.
- D. FM Approvals' RoofNav Listing: Roof membrane, base flashings, and component materials comply with requirements in FM Approvals 4450 or FM Approvals 4470 as part of a roofing system, and are listed in FM Approvals' RoofNav for Class 1 or noncombustible construction, as applicable. Identify materials with FM Approvals Certification markings.
  - 1. Fire/Windstorm Classification: Class 1A-60.
  - 2. Hail-Resistance Rating: FM Global Property Loss Prevention Data Sheet 1-34 MH.
- E. 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.
- 2.2 ETHYLENE-PROPYLENE-DIENE-TERPOLYMER (EPDM) ROOFING
  - A. EPDM Sheet: ASTM D4637/D4637M, Type I, nonreinforced, self-adhering EPDM sheet with factory-applied seam tape.

- Specifications RFB-DCB-04-24
- 1. Thickness: 60 mils (1.5 mm), nominal.
- 2. Exposed Face Color: Black.
- 3. Source Limitations: Obtain components for roofing system from roof membrane manufacturer.

# 2.3 ACCESSORY ROOFING MATERIALS

- A. General: Accessory materials recommended by roofing system manufacturer for intended use and compatible with other roofing components.
- B. Sheet Flashing: 60-mil- (1.5-mm-) thick EPDM, partially cured or cured, according to application.
- C. Prefabricated Pipe Flashings: As recommended by roof membrane manufacturer.
- D. Roof Vents: As recommended by roof membrane manufacturer.
  - 1. Size: Not less than 4-inch (100-mm) diameter.
- E. Bonding Adhesive: Manufacturer's standard.
- F. Seaming Material: Factory-applied seam tape, width as recommended by manufacturer.
- G. Lap Sealant: Manufacturer's standard, single-component sealant, colored to match membrane roofing.
- H. Water Cutoff Mastic: Manufacturer's standard butyl mastic sealant.
- I. Metal Termination Bars: Manufacturer's standard, predrilled stainless steel or aluminum bars, approximately 1 by 1/8 inch (25 by 3 mm) thick; with anchors.
- J. Miscellaneous Accessories: Provide pourable sealers, preformed cone and vent sheet flashings, molded pipe boot flashings, preformed inside and outside corner sheet flashings, reinforced EPDM securement strips, T-joint covers, in-seam sealants, termination reglets, cover strips, and other accessories.

#### 2.4 VAPOR RETARDER

A. Rubberized-Asphalt-Sheet Vapor Retarder, Self-Adhering: ASTM D1970/D1970M, polyethylene film laminated to layer of rubberized asphalt adhesive, minimum 40-mil (1.0-mm) total thickness; maximum permeance rating of 0.1 perm (6 ng/Pa x s x sq. m); cold applied, with slip-resisting surface and release paper backing. Provide primer when recommended by vapor retarder manufacturer.

#### 2.5 ROOF INSULATION

A. General: Preformed roof insulation boards manufactured or approved by EPDM roof membrane manufacturer, approved for use in FM Approvals' RoofNav-listed roof assemblies.

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Specifications

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- Polyisocyanurate Board Insulation: ASTM C1289, Type II, Class 1 coated glass-fiber facer on both major surfaces.
  - Compressive Strength: 20 psi (138 kPa). 1.
  - 2. Size: 48 by 96 inches (1219 by 2438 mm).
  - 3. Thickness:
    - a) Base Layer: 2 inches.
    - b) Intermittent Layer(s): 2 inches
    - c) Upper Layer: Tapered.

#### 2.6 INSULATION ACCESSORIES AND COVER BOARD

- General: Roof insulation accessories recommended by insulation manufacturer for intended use A. and compatibility with other roofing system components.
- B. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosionresistance provisions in FM Approvals 4470, designed for fastening roof insulation to substrate, and acceptable to roofing system manufacturer.
- C. Insulation Adhesive: Insulation manufacturer's recommended adhesive formulated to attach roof insulation to substrate or to another insulation layer as follows:
  - Full-spread, spray-applied, low-rise, two-component urethane adhesive.

### PART 3 - EXECUTION

#### 3.1 **EXAMINATION**

- Examine substrates, areas, and conditions, with Installer present, for compliance with A. requirements and other conditions affecting performance of the Work.
  - 1. Verify that roof openings and penetrations are in place, curbs are set and braced, and roof-drain bodies are securely clamped in place.
  - Verify that wood blocking, curbs, and nailers are securely anchored to roof deck at 2. penetrations and terminations and that nailers match thicknesses of insulation.
  - 3. Verify that surface plane flatness and fastening of steel roof deck complies with requirements in Section 053100 "Steel Decking."
- Proceed with installation only after unsatisfactory conditions have been corrected. B.

#### 3.2 **PREPARATION**

A. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing system installation in accordance with roofing system manufacturer's written instructions. Remove sharp projections.

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.

#### 3.3 INSTALLATION OF ROOFING, GENERAL

- Install roofing system in accordance with roofing system manufacturer's written instructions, A. FM Approvals' RoofNay assembly requirements, and FM Global Property Loss Prevention Data Sheet 1-29.
- B. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system at end of workday or when rain is forecast. Remove and discard temporary seals before beginning work on adjoining roofing.

#### 3.4 INSTALLATION OF VAPOR RETARDER

- Self-Adhering-Sheet Vapor Retarder: Prime substrate if required by manufacturer. Install self-A. adhering-sheet vapor retarder over area to receive vapor retarder, side and end lapping each sheet a minimum of 3-1/2 and 6 inches (90 and 150 mm), respectively.
  - 1. Extend vertically up parapet walls and projections to a minimum height equal to height of insulation and cover board.
  - 2. Seal laps by rolling.
- Completely seal vapor retarder at terminations, obstructions, and penetrations to prevent air B. movement into roofing system.

#### 3.5 INSTALLATION OF INSULATION

- Coordinate installing roofing system components so insulation is not exposed to precipitation or A. left exposed at end of workday.
- Comply with roofing system and insulation manufacturer's written instructions for installing B. roof insulation.
- **C**.. Installation Over Metal Decking:
  - 1. Install base layer of insulation with end joints staggered not less than 12 inches (305 mm) in adjacent rows.
    - Locate end joints over crests of decking. a.
    - b. Trim insulation neatly to fit around penetrations and projections, and to fit tight to intersecting sloping roof decks.
    - Make joints between adjacent insulation boards not more than 1/4 inch (6 mm) in c. width.
    - Fill gaps exceeding 1/4 inch (6 mm) with insulation. d.

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- e. Cut and fit insulation within 1/4 inch (6 mm) of nailers, projections, and penetrations.
- f. Mechanically attach base layer of insulation using mechanical fasteners specifically designed and sized for fastening specified board-type roof insulation to metal decks.
  - 1) Fasten insulation in accordance with requirements in FM Approvals' RoofNav for specified Windstorm Resistance Classification.
  - 2) Fasten insulation to resist specified uplift pressure at corners, perimeter, and field of roof.
- g. Install with long joints continuous and with end joints staggered not less than 12 inches (305 mm) in adjacent rows.
- h. Trim insulation neatly to fit around penetrations and projections, and to fit tight to intersecting sloping roof decks.
- i. Make joints between adjacent insulation boards not more than 1/4 inch (6 mm) in width.
- j. Trim insulation so that water flow is unrestricted.
- k. Fill gaps exceeding 1/4 inch (6 mm) with insulation.
- Adhere each layer of insulation to substrate using adhesive in accordance with FM Approvals' RoofNav listed roof assembly requirements for specified Windstorm Resistance Classification and FM Global Property Loss Prevention Data Sheet 1-29, as follows:
  - 1) Set each layer of insulation in a uniform coverage of full-spread insulation adhesive, firmly pressing and maintaining insulation in place.

## 3.6 INSTALLATION OF SELF-ADHERING ROOF MEMBRANE

- A. Adhere roof membrane over area to receive roofing in accordance with roofing system manufacturer's written instructions.
- B. Unroll roof membrane and allow to relax before installing.
- C. Start installation of roofing in presence of roofing system manufacturer's technical personnel.
- D. Accurately align roof membrane, and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger end laps.
- E. Fold roof membrane to expose half of sheet width's bottom surface.
  - 1. Remove release liner on exposed half of sheet.
  - 2. Roll roof membrane over substrate while avoiding wrinkles.
- F. Fold remaining half of roof membrane to expose bottom surface.
  - 1. Remove release liner on exposed half of sheet.
  - 2. Roll roof membrane over substrate while avoiding wrinkles.
- G. In addition to adhering, mechanically fasten roof membrane securely at terminations, penetrations, and perimeter of roofing.

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  - H. Apply roof membrane with side laps shingled with slope of roof deck where possible.
  - I. Adhesive Seam Installation: Clean both faces of splice areas, apply splicing cement.
    - Firmly roll side and end laps of overlapping roof membrane to ensure a watertight seam 1. installation.
    - 2. Apply lap sealant and seal exposed edges of roofing terminations.
    - 3. Apply a continuous bead of in-seam sealant before closing splice if required by roofing system manufacturer.
  - J. Factory-Applied Seam Tape Installation: Clean and prime surface to receive tape.
    - 1. Firmly roll side and end laps of overlapping roof membrane to ensure a watertight seam installation.
    - 2. Apply lap sealant and seal exposed edges of roofing terminations.
  - K. Repair tears, voids, and lapped seams in roof membrane that do not comply with requirements.

#### 3.7 INSTALLATION OF BASE FLASHING

- A. Install sheet flashings and preformed flashing accessories, and adhere to substrates in accordance with roofing system manufacturer's written instructions.
- B. Apply bonding adhesive to substrate and underside of sheet flashing at required rate, and allow to partially dry. Do not apply to seam area of flashing.
- Flash penetrations and field-formed inside and outside corners with cured or uncured sheet C. flashing.
- D. Clean splice areas, apply splicing cement, and firmly roll side and end laps of overlapping sheets to ensure a watertight seam installation. Apply lap sealant and seal exposed edges of sheet flashing terminations.
- E. Terminate and seal top of sheet flashings and mechanically anchor to substrate through termination bars.

#### 3.8 INSTALLATION OF COATINGS

Apply coatings to roof membrane and base flashings in accordance with manufacturer's written A. recommendations, by spray, roller, or other suitable application method.

#### 3.9 FIELD QUALITY CONTROL

- Testing Agency: Owner will engage a qualified testing agency to inspect substrate conditions, A. surface preparation, roof membrane application, sheet flashings, protection, and drainage components, and to furnish reports to Architect.
- B. Perform the following tests:

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- 1. Flood Testing: Flood test each roofing area for leaks, in accordance with recommendations in ASTM D5957, after completing roofing and flashing. Install temporary containment assemblies, plug or dam drains, and flood with potable water.
  - a. Perform tests before overlying construction is placed.
  - b. Flood to an average depth of 2-1/2 inches (65 mm) with a minimum depth of 1 inch (25 mm) and not exceeding a depth of 4 inches (100 mm). Maintain 2 inches (50 mm) of clearance from top of base flashing.
  - c. Flood each area for 24 hours.
  - d. After flood testing, repair leaks, repeat flood tests, and make further repairs until roofing and flashing installations are watertight.
    - 1) Cost of retesting is Contractor's responsibility.
  - e. Testing agency to prepare survey report indicating locations initial leaks, if any, and final survey report.
- C. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion and to prepare inspection report.
- D. Repair or remove and replace components of roofing system where inspections indicate that they do not comply with specified requirements.
- E. Additional testing and inspecting, at Contractor's expense, will be performed to determine if replaced or additional work complies with specified requirements.

# 3.10 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 system, inspect roofing system 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 in accordance with warranty requirements.
- C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

3	.11	ROOFING INSTALLER'S WARRANTY	7
J.	. 1 1	NOOTING INSTALLERS WARRANT I	L

A.	WHEREAS						, herei					
	called the	"Roofing	Installer,"	has	performed	roofing	and	associated	work	("work")	on	the
	following project:											

- 1. Owner: <Insert name of Owner>.
- 2. Owner Address: <Insert address>.
- 3. Building Name/Type: <Insert information>.

- Building Address: <Insert address>.
   Area of Work: <Insert information>.
   Acceptance Date: \_\_\_\_\_\_.
   Warranty Period: <Insert time>.
   Expiration Date: \_\_\_\_\_\_.
- B. AND WHEREAS Roofing Installer has contracted (either directly with Owner or indirectly as a subcontractor) to warrant said work against leaks and faulty or defective materials and workmanship for designated Warranty Period,
- C. NOW THEREFORE Roofing Installer hereby warrants, subject to terms and conditions herein set forth, that during Warranty Period Roofing Installer will, at Roofing Installer's own cost and expense, make or cause to be made such repairs to or replacements of said work as are necessary to correct faulty and defective work and as are necessary to maintain said work in a watertight condition.
- D. This Warranty is made subject to the following terms and conditions:
  - 1. Specifically excluded from this Warranty are damages to work and other parts of the building, and to building contents, caused by:
    - a. lightning;
    - b. ultimate peak gust wind speed exceeding 115 mph (52 m/s);
    - c. fire:
    - d. failure of roofing system substrate, including cracking, settlement, excessive deflection, deterioration, and decomposition;
    - e. faulty construction of parapet walls, copings, chimneys, skylights, vents, equipment supports, and other edge conditions and penetrations of the work;
    - f. vapor condensation on bottom of roofing; and
    - g. activity on roofing by others, including construction contractors, maintenance personnel, other persons, and animals, whether authorized or unauthorized by Owner.
  - 2. When work has been damaged by any of foregoing causes, Warranty shall be null and void until such damage has been repaired by Roofing Installer and until cost and expense thereof have been paid by Owner or by another responsible party so designated.
  - 3. Roofing Installer is responsible for damage to work covered by this Warranty but is not liable for consequential damages to building or building contents resulting from leaks or faults or defects of work.
  - 4. During Warranty Period, if Owner allows alteration of work by anyone other than Roofing Installer, including cutting, patching, and maintenance in connection with penetrations, attachment of other work, and positioning of anything on roof, this Warranty shall become null and void on date of said alterations, but only to the extent said alterations affect work covered by this Warranty. If Owner engages Roofing Installer to perform said alterations, Warranty shall not become null and void unless Roofing Installer, before starting said work, shall have notified Owner in writing, showing reasonable cause for claim, that said alterations would likely damage or deteriorate work, thereby reasonably justifying a limitation or termination of this Warranty.
  - 5. During Warranty Period, if original use of roof is changed and it becomes used for, but was not originally specified for, a promenade, work deck, spray-cooled surface, flooded basin, or other use or service more severe than originally specified, this Warranty shall

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Specifications

- become null and void on date of said change, but only to the extent said change affects work covered by this Warranty.
- 6. Owner shall promptly notify Roofing Installer of observed, known, or suspected leaks, defects, or deterioration and shall afford reasonable opportunity for Roofing Installer to inspect work and to examine evidence of such leaks, defects, or deterioration.
- 7. This Warranty is recognized to be the only warranty of Roofing Installer on said work and shall not operate to restrict or cut off Owner from other remedies and resources lawfully available to Owner in cases of roofing failure. Specifically, this Warranty shall not operate to relieve Roofing Installer of responsibility for performance of original work according to requirements of the Contract Documents, regardless of whether Contract was a contract directly with Owner or a subcontract with Owner's General Contractor.

E.	IN V	WITNESS THEREOF, this instrument has been duly executed this day	_ day of	
		·		
	1.	Authorized Signature:		
	2.	Name:		
	3.	Title:		

END OF SECTION 075323

#### SECTION 076200 - SHEET METAL FLASHING AND TRIM

### PART 1 - GENERAL

### 1.1 SUMMARY

#### A. Section Includes:

- 1. Roof-drainage sheet metal fabrications.
- 2. Low-slope roof sheet metal fabrications.

# B. Related Requirements:

- 1. Section 061000 "Rough Carpentry" for wood nailers, curbs, and blocking.
- 2. Section 07 53 23 "Ethylene-Propylene-Diene-Monomer (EPDM) Roofing" for materials and installation of sheet metal flashing and trim integral with roofing.
- 3. Section 077100 "Roof Specialties" for manufactured copings, roof-edge specialties, roof-edge drainage systems, reglets, and counterflashings.
- 4. Section 077200 "Roof Accessories" for set-on-type curbs, equipment supports, roof hatches, vents, and other manufactured roof accessory units.

## 1.2 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.

# 1.3 ACTION SUBMITTALS

### A. Product Data:

- 1. Roof-drainage sheet metal fabrications.
- 2. Low-slope roof sheet metal fabrications.

# 1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For fabricator.
- B. Product Certificates: For each type of coping and roof edge flashing that is ANSI/SPRI/FM 4435/ES-1 tested.
- C. Product Test Reports: For each product, for tests performed by a qualified testing agency.

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D.

- Evaluation Reports: For copings and roof edge flashing, from ICC-ES showing compliance with ANSI/SPRI/FM 4435/ES-1.
- E. Sample Warranty: For special warranty.

#### 1.5 **CLOSEOUT SUBMITTALS**

- Maintenance Data: For sheet metal flashing and trim, and its accessories, to include in A. maintenance manuals.
- B. Special warranty.

#### **QUALITY ASSURANCE** 1.6

- Fabricator Qualifications: Employs skilled workers who custom fabricate sheet metal flashing A. 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 ANSI/SPRI/FM 4435/ES-1 tested and FM Approvals approved, shop is to be listed as able to fabricate required details as tested and approved.

#### 1.7 DELIVERY, STORAGE, AND HANDLING

- Do not store sheet metal flashing and trim materials in contact with other materials that might A. cause staining, denting, or other surface damage.
  - 1. Store sheet metal flashing and trim materials away from uncured concrete and masonry.
  - 2. Protect stored sheet metal flashing and trim from contact with water.
- 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.

# PART 2 - PRODUCTS

#### 2.1 PERFORMANCE REQUIREMENTS

- Sheet metal flashing and trim assemblies, including cleats, anchors, and fasteners, are to A. 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 are not to rattle, leak, or loosen, and are to remain watertight.
- Sheet Metal Standard for Flashing and Trim: Comply with NRCA's "The NRCA Roofing B. Manual: Architectural Metal Flashing, Condensation and Air Leakage Control, and Reroofing"

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requirements for dimensions and profiles shown unless more stringent requirements are indicated.

- C. FM Approvals Listing: Manufacture and install copings and roof edge flashings that are listed in FM Approvals' "RoofNav" and approved for windstorm classification, Class 1-60. Identify materials with name of fabricator and design approved by FM Approvals.
- D. 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 (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

### 2.2 SHEET METALS

- A. Protect mechanical and other finishes on exposed surfaces from damage by applying strippable, temporary protective film before shipping.
- B. Aluminum Sheet: ASTM B209 (ASTM B209M), alloy as standard with manufacturer for finish required, with temper as required to suit forming operations and performance required; with smooth, flat surface.
  - 1. As-Milled Finish: Mill.
  - 2. Factory Prime Coating: Where painting after installation is required, pretreat metal with white or light-colored, factory-applied, baked-on epoxy primer coat; minimum dry film thickness of 0.2 mil (0.005 mm).
    - a. Color:As selected by Architect from full range of industry colors and color densities.
    - b. Color Range: Noticeable variations in same piece are unacceptable. 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.

### 2.3 UNDERLAYMENT MATERIALS

A. Felt: ASTM D226/D226M, Type II (No. 30), asphalt-saturated organic felt; nonperforated.

# 2.4 MISCELLANEOUS MATERIALS

- A. 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.
- 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.

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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.
- c. Spikes and Ferrules: Same material as gutter; with spike with ferrule matching internal gutter width.
- 2. Fasteners for Aluminum Sheet: Aluminum or Series 300 stainless steel.
- C. 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 (13 mm) wide and 1/8 inch (3 mm) thick.
- D. Elastomeric Sealant: ASTM C920, elastomeric polyurethane polymer sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.
- E. Bituminous Coating: Cold-applied asphalt emulsion in accordance with ASTM D1187/D1187M.
- F. Asphalt Roofing Cement: ASTM D4586/D4586M, asbestos free, of consistency required for application.
- G. Reglets: Units of type, material, and profile required, formed to provide secure interlocking of separate reglet and counterflashing pieces, and compatible with flashing indicated with factory-mitered and -welded corners and junctions and with interlocking counterflashing on exterior face, of same metal as reglet.
  - 1. Source Limitations: Obtain reglets from single source from single manufacturer.
  - 2. Material: Aluminum, 0.024 inch (0.61 mm) thick.
  - 3. Masonry Type: Provide with offset top flange for embedment in masonry mortar joint.
  - 4. Accessories:
    - a. Flexible-Flashing Retainer: Provide resilient plastic or rubber accessory to secure flexible flashing in reglet where clearance does not permit use of standard metal counterflashing or where Drawings show reglet without metal counterflashing.
    - b. Counterflashing Wind-Restraint Clips: Provide clips to be installed before counterflashing to prevent wind uplift of counterflashing's lower edge.
  - 5. Finish: Mill.

# 2.5 FABRICATION, GENERAL

- A. Custom fabricate sheet metal flashing and trim to comply with details indicated and recommendations in cited sheet metal standard that apply to design, dimensions, geometry, metal thickness, and other characteristics of item required.
  - 1. Fabricate sheet metal flashing and trim in shop to greatest extent possible.

- 2. 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.
- 3. Verify shapes and dimensions of surfaces to be covered and obtain field measurements for accurate fit before shop fabrication.
- 4. 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.
- 5. Conceal fasteners and expansion provisions where possible. Do not use exposed fasteners on faces exposed to view.

### B. Fabrication Tolerances:

- 1. Fabricate sheet metal flashing and trim that is capable of installation to a tolerance of 1/4 inch in 20 feet (6 mm in 6 m) on slope and location lines indicated on Drawings and within 1/8-inch (3-mm) offset of adjoining faces and of alignment of matching profiles.
- 2. Fabricate sheet metal flashing and trim that is capable of installation to tolerances specified.
- 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 (25 mm) deep, filled with butyl sealant concealed within joints.
- D. Sealant Joints: Where movable, nonexpansion-type joints are required, form metal in accordance with cited sheet metal standard to provide for proper installation of elastomeric sealant.
- E. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.

### F. Seams:

- 1. Fabricate nonmoving seams with flat-lock seams. Form seams and seal with elastomeric sealant unless otherwise recommended by sealant manufacturer for intended use. Rivet joints where necessary for strength.
- 2. Seams for Aluminum: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with epoxy seam sealer. Rivet joints where necessary for strength.
- G. Do not use graphite pencils to mark metal surfaces.

### 2.6 ROOF-DRAINAGE SHEET METAL FABRICATIONS

# 2.7 LOW-SLOPE ROOF SHEET METAL FABRICATIONS

- A. Roof Edge Flashing (Gravel Stop) and Fascia Cap: Fabricate in minimum 96-inch- (2400-mm-) long, but not exceeding 12-foot- (3.6-m-) long sections. Furnish with 6-inch- (150-mm-) wide, joint cover plates.
  - 1. Joint Style: Overlapped, 4 inches (100 mm) wide.

- 2. Fabricate with scuppers spaced 10 feet (3 m) apart, to dimensions required with 4-inch-(100-mm-) wide flanges and base extending 4 inches (100 mm) beyond cant or tapered strip into field of roof. Fasten gravel guard angles to base of scupper.
- 3. Fabricate from the following materials:
  - a. Aluminum: 0.050 inch (1.27 mm).
- B. Base Flashing: Shop fabricate interior and exterior corners. Fabricate from the following materials:
  - 1. Aluminum: 0.040 inch (1.02 mm) thick.
- C. Counterflashing: Shop fabricate interior and exterior corners. Fabricate from the following materials:
  - 1. Aluminum: 0.032 inch (0.81 mm) thick.

### 2.8 MISCELLANEOUS SHEET METAL FABRICATIONS

- A. Equipment Support Flashing: Fabricate from the following materials:
  - 1. Galvanized Steel: 0.028 inch (0.71 mm) thick.

# PART 3 - EXECUTION

#### 3.1 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 that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
  - 2. 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.

# 3.2 INSTALLATION, GENERAL

- A. Install sheet metal flashing and trim to comply with details indicated and recommendations of cited sheet metal standard that apply to installation characteristics required unless otherwise indicated on Drawings.
  - 1. Install fasteners protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
  - 2. Install sheet metal flashing and trim true to line, levels, and slopes. Provide uniform, neat seams with minimum exposure of welds.
  - 3. Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement.
  - 4. Install sheet metal flashing and trim to fit substrates and to result in watertight performance.

- 5. Space individual cleats not more than 12 inches (300 mm) apart. Attach each cleat with at least two fasteners. Bend tabs over fasteners.
- 6. Install exposed sheet metal flashing and trim with limited oil-canning, and free of buckling and tool marks.
- 7. Do not field cut sheet metal flashing and trim by torch.
- 8. Do not use graphite pencils to mark metal surfaces.
- B. Metal Protection: Where dissimilar metals contact each other, or where metal contacts pressuretreated 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.
  - 1. Coat concealed side of uncoated-aluminum 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.
  - 1. Space movement joints at maximum of 10 feet (3 m) with no joints within 24 inches (600 mm) of corner or intersection.
  - 2. Form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with sealant concealed within joints.
  - 3. Use lapped expansion joints only where indicated on Drawings.
- 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. Conceal fasteners and expansion provisions where possible in exposed work and locate to minimize possibility of leakage. Cover and seal fasteners and anchors as required for a tight installation.
- F. Seal joints as required for watertight construction.
  - 1. Use sealant-filled joints unless otherwise indicated.
    - a. Embed hooked flanges of joint members not less than 1 inch (25 mm) into sealant.
    - b. Form joints to completely conceal sealant.
    - c. When ambient temperature at time of installation is between 40 and 70 deg F (4 and 21 deg C), set joint members for 50 percent movement each way.
    - d. Adjust setting proportionately for installation at higher ambient temperatures.
      - 1) Do not install sealant-type joints at temperatures below 40 deg F (4 deg C).
  - 2. Prepare joints and apply sealants to comply with requirements in Section 079200 "Joint Sealants."
- G. Rivets: Rivet joints in uncoated aluminum where necessary for strength.

# 3.3 INSTALLATION OF ROOF FLASHINGS

- A. Install sheet metal flashing and trim to comply with performance requirements and cited sheet metal standard.
  - 1. Provide concealed fasteners where possible, and set units true to line, levels, and slopes.
  - 2. Install work with laps, joints, and seams that are permanently watertight and weather resistant.

# B. Roof Edge Flashing:

- 1. Install roof edge flashings in accordance with ANSI/SPRI/FM 4435/ES-1.
- 2. Anchor to resist uplift and outward forces in accordance with recommendations in cited sheet metal standard unless otherwise indicated. Interlock bottom edge of roof edge flashing with continuous cleat anchored to substrate at staggered 3-inch (75-mm) centers.
- 3. Anchor to resist uplift and outward forces in accordance with recommendations in FM Global Property Loss Prevention Data Sheet 1-49 for FM Approvals' listing for required windstorm classification.
- C. Counterflashing: Coordinate installation of counterflashing with installation of base flashing.
  - 1. Insert counterflashing in reglets or receivers and fit tightly to base flashing.
  - 2. Extend counterflashing 4 inches (100 mm) over base flashing.
  - 3. Lap counterflashing joints minimum of 4 inches (100 mm).
  - 4. Secure in waterproof manner by means of interlocking folded seam or blind rivets and sealant unless otherwise indicated.
- D. Roof-Penetration Flashing: Coordinate installation of roof-penetration flashing with installation of roofing and other items penetrating roof. Seal with [elastomeric] [butyl] sealant and clamp flashing to pipes that penetrate roof.

# 3.4 INSTALLATION OF MISCELLANEOUS FLASHING

- A. Equipment Support Flashing:
  - 1. Coordinate installation of equipment support flashing with installation of roofing and equipment.
  - 2. Weld or seal flashing with elastomeric sealant to equipment support member.

# 3.5 INSTALLATION TOLERANCES

A. Installation Tolerances: Shim and align sheet metal flashing and trim within installed tolerance of 1/4 inch in 20 feet (6 mm in 6 m) on slope and location lines indicated on Drawings and within 1/8-inch (3-mm) offset of adjoining faces and of alignment of matching profiles.

### 3.6 CLEANING

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean off excess sealants.

# 3.7 PROTECTION

- A. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions.
- B. On completion of sheet metal flashing and trim installation, remove unused materials and clean finished surfaces as recommended in writing by sheet metal flashing and trim manufacturer.
- C. Maintain sheet metal flashing and trim in clean condition during construction.
- D. 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, as determined by Architect.

END OF SECTION 076200

#### SECTION 077100 - ROOF SPECIALTIES

### PART 1 - GENERAL

### 1.1 SUMMARY

#### A. Section Includes:

- 1. Copings.
- 2. Roof-edge specialties.
- 3. Roof-edge drainage systems.
- 4. Reglets and counterflashings.

## B. Related Requirements:

- 1. Section 061000 "Rough Carpentry" for wood nailers, curbs, and blocking.
- 2. Section 076200 "Sheet Metal Flashing and Trim" for custom- and site-fabricated sheet metal flashing and trim.
- 3. Section 077200 "Roof Accessories" for set-on-type curbs, equipment supports, roof hatches, vents, and other manufactured roof accessory units.
- 4. Section 079200 "Joint Sealants" for field-applied sealants between roof specialties and adjacent materials.

### 1.2 ACTION SUBMITTALS

#### A. Product Data:

- 1. Copings.
- 2. Roof-edge specialties.
- 3. Roof-edge drainage systems.
- 4. Reglets and counterflashings.

# B. Product Data Submittals: For each product.

1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.

# C. Shop Drawings: For roof specialties.

- 1. Include plans, elevations, expansion-joint locations, keyed details, and attachments to other work. Distinguish between plant- and field-assembled work.
- 2. Include details for expansion and contraction; locations of expansion joints, including direction of expansion and contraction.
- 3. Indicate profile and pattern of seams and layout of fasteners, cleats, clips, and other attachments.
- 4. Detail termination points and assemblies, including fixed points.
- 5. Include details of special conditions.

#### INFORMATIONAL SUBMITTALS 1.3

- A. Qualification Data: For manufacturer.
- B. Product Certificates: For each type of roof specialty.
- C. Product Test Reports: For copings and roof-edge flashings, for tests performed by a qualified testing agency.
- D. Sample Warranty: For manufacturer's special warranty.

#### **CLOSEOUT SUBMITTALS** 1.4

Maintenance Data: For roofing specialties to include in maintenance manuals. A.

#### 1.5 **QUALITY ASSURANCE**

Manufacturer Qualifications: A qualified manufacturer offering products meeting requirements A. that are FM Approvals listed for specified class.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- Do not store roof specialties in contact with other materials that might cause staining, denting, A. or other surface damage. Store roof specialties away from uncured concrete and masonry.
- B. Protect strippable protective covering on roof specialties from exposure to sunlight and high humidity, except to extent necessary for the period of roof-specialty installation.

#### 1.7 FIELD CONDITIONS

- A. Field Measurements: Verify profiles and tolerances of roof-specialty substrates by field measurements before fabrication, and indicate measurements on Shop Drawings.
- Coordination: Coordinate roof specialties with flashing, trim, and construction of parapets, roof B. deck, roof and wall panels, and other adjoining work to provide a leakproof, secure, and noncorrosive installation.

#### 1.8 WARRANTY

- Roofing-System Warranty: Roof specialties are included in warranty provisions in Section 07 A. 53 23 "Ethylene-Propylene-Diene-Monomer (EPDM) Roofing."
- B. Special Warranty on Painted Finishes: Manufacturer agrees to repair finish or replace roof specialties 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 Delta E units when tested in accordance with ASTM D2244.
- b. Chalking in excess of a No. 8 rating when tested in accordance with 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

# 2.1 SOURCE LIMITATIONS

A. Obtain roof specialties approved by manufacturer providing roofing-system warranty specified in Section 07 53 23 "Ethylene-Propylene-Diene-Monomer (EPDM) Roofing".

# 2.2 PERFORMANCE REQUIREMENTS

- A. General Performance: Roof specialties to 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.
- B. FM Approvals' Listing: Manufacture and install copings and roof-edge specialties that are listed in FM Approvals' "RoofNav" and approved for windstorm classification, Class 1-60. Identify materials with FM Approvals' markings.
  - 1. Design Pressure: As indicated on Drawings.
- C. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes to prevent buckling, opening of joints, hole elongation, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Provide clips that resist rotation and avoid shear stress as a result of thermal movements. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
  - 1. Temperature Change (Range): 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

### 2.3 COPINGS

- A. Metal Copings: Manufactured coping system consisting of metal coping cap in section lengths not exceeding 12 feet (3.6 m), concealed anchorage; with corner units, end cap units, and concealed splice plates with finish matching coping caps.
  - 1. Formed Aluminum Sheet Coping Caps: Aluminum sheet, thickness as required to meet performance requirements.
    - a. Surface: Smooth, flat finish.
    - b. Finish: Mill.

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### 2.4 ROOF-EDGE SPECIALTIES

- A. Roof-Edge Fascia: Manufactured, two-piece, roof-edge fascia consisting of snap-on metal fascia cover in section lengths not exceeding 12 feet (3.6 m) and a continuous metal receiver with integral drip-edge cleat to engage fascia cover and secure single-ply roof membrane. Provide matching corner units.
  - 1. Formed Aluminum Sheet Fascia Covers: Aluminum sheet, thickness as required to meet performance requirements.
    - a. Surface: Smooth, flat finish.
    - b. Finish: Mill.
  - 2. Corners: Factory mitered and soldered.
  - 3. Splice Plates: Concealed, of same material, finish, and shape as fascia cover.
  - 4. Receiver: Manufacturer's standard material and thickness.
  - 5. Fascia Accessories: Downspout scuppers with integral conductor head and downspout adapters.

# 2.5 ROOF-EDGE DRAINAGE SYSTEMS

- A. Downspouts: Plain rectangular complete with machine-crimped elbows, manufactured from the following exposed metal. Furnish with metal hangers, from same material as downspouts, and anchors.
  - 1. Formed Aluminum: 0.032 inch (0.81 mm) thick.
- B. Parapet Scuppers: Manufactured with closure flange trim to exterior, 4-inch- (100-mm-) wide wall flanges to interior, and base extending 4 inches (100 mm) beyond cant or tapered strip into field of roof.
  - 1. Formed Aluminum: 0.032 inch (0.81 mm) thick.
- C. Conductor Heads: Manufactured conductor heads, each with flanged back and stiffened top edge, and of dimensions and shape indicated, complete with outlet tube that nests into upper end of downspout.
  - 1. Formed Aluminum: 0.032 inch (0.81 mm) thick.
- D. Aluminum Finish: Mill.

### 2.6 REGLETS AND COUNTERFLASHINGS

- A. Reglets: Manufactured units formed to provide secure interlocking of separate reglet and counterflashing pieces, from the following exposed metal:
  - 1. Formed Aluminum: 0.024 inch (0.61 mm) thick.
  - 2. Corners: Factory mitered and soldered.
  - 3. Masonry Type, Embedded: Provide reglets with offset top flange for embedment in masonry mortar joint.

- B. Counterflashings: Manufactured units of heights to overlap top edges of base flashings by 4 inches (100 mm) and in lengths not exceeding 12 feet (3.6 m) designed to snap into reglets and compress against base flashings with joints lapped, from the following exposed metal:
  - 1. Formed Aluminum: 0.024 inch (0.61 mm) thick.

# C. Accessories:

- 1. Flexible-Flashing Retainer: Provide resilient plastic or rubber accessory to secure flexible flashing in reglet where clearance does not permit use of standard metal counterflashing or where reglet is provided separate from metal counterflashing.
- 2. Counterflashing Wind-Restraint Clips: Provide clips to be installed before counterflashing to prevent wind uplift of counterflashing lower edge.
- D. Aluminum Finish: Mill.

### 2.7 MATERIALS

A. Aluminum Sheet: ASTM B209 (ASTM B209M), alloy as standard with manufacturer for finish required, with temper to suit forming operations and performance required.

### 2.8 MISCELLANEOUS MATERIALS

- A. Fasteners: Manufacturer's recommended fasteners, suitable for application and designed to meet performance requirements. Furnish the following unless otherwise indicated:
  - 1. Exposed Penetrating Fasteners: Gasketed screws with hex washer heads matching color of sheet metal.
  - 2. Fasteners for Aluminum: Aluminum or Series 300 stainless steel.
- B. Elastomeric Sealant: ASTM C920, elastomeric polyurethane polymer sealant of type, grade, class, and use classifications required by roofing-specialty manufacturer for each application.
- C. Bituminous Coating: Cold-applied asphalt emulsion complying with ASTM D1187/D1187M.

# 2.9 FINISHES

- 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.
- C. Appearance of Finished Work: Noticeable variations in same piece are unacceptable. 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.
- D. Coil-Coated Aluminum Sheet Finishes:

- 1. High-Performance Organic Finish: Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
  - a. Two-Coat Fluoropolymer: AAMA 2605. Fluoropolymer finish containing not less than 70 percent polyvinylidene fluoride (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. Concealed Surface Finish: Apply pretreatment and manufacturer's standard acrylic or polyester backer finish consisting of prime coat and wash coat with a minimum total dry film thickness of 0.5 mil (0.013 mm).
- 2. Clear Anodic Finish: AAMA 611, AA-M12C22A31, Class II, 0.010 mm or thicker.

### PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, to verify actual locations, dimensions, and other conditions affecting performance of the Work.
- B. Examine walls, roof edges, and parapets for suitable conditions for roof specialties.
- C. Verify that substrate is sound, dry, smooth, clean, sloped for drainage where applicable, and securely anchored.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION, GENERAL

- A. Install roof specialties in accordance with manufacturer's written instructions. Anchor roof specialties securely in place, with provisions for thermal and structural movement. Use fasteners, solder, protective coatings, separators, underlayments, sealants, and other miscellaneous items as required to complete roof-specialty systems.
  - 1. Install roof specialties level, plumb, true to line and elevation; with limited oil-canning and without warping, jogs in alignment, buckling, or tool marks.
  - 2. Provide uniform, neat seams with minimum exposure of solder and sealant.
  - 3. Install roof specialties to fit substrates and to result in weathertight performance. Verify shapes and dimensions of surfaces to be covered before manufacture.
  - 4. Torch cutting of roof specialties is not permitted.
  - 5. Do not use graphite pencils to mark metal surfaces.
- 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 uncoated aluminum roof specialties with bituminous coating where in contact with wood, ferrous metal, or cementitious construction.

- Bed flanges in thick coat of asphalt roofing cement where required by manufacturers of 2. roof specialties for waterproof performance.
- C. Expansion Provisions: Allow for thermal expansion of exposed roof specialties.
  - 1. Space movement joints at a maximum of 12 feet (3.6 m) with no joints within 18 inches (450 mm) of corners or intersections unless otherwise indicated on Drawings.
  - When ambient temperature at time of installation is between 40 and 70 deg F (4 and 21 2. deg C), set joint members for 50 percent movement each way. Adjust setting proportionately for installation at higher ambient temperatures.
- D. Fastener Sizes: Use fasteners of 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 concealed joints with butyl sealant as required by roofing-specialty manufacturer.
- F. Seal joints as required for weathertight construction. Place sealant to be completely concealed in joint. Do not install sealants at temperatures below 40 deg F (4 deg C).

#### 3.3 INSTALLATION OF COPINGS

- Install cleats, anchor plates, and other anchoring and attachment accessories and devices with A. concealed fasteners.
- Anchor copings with manufacturer's required devices, fasteners, and fastener spacing to meet B. performance requirements.
  - 1. Interlock face and back leg drip edges of snap-on coping cap into cleated anchor plates anchored to substrate at manufacturer's required spacing that meets performance requirements.

#### 3.4 INSTALLATION OF ROOF-EDGE SPECIALITIES

- Install cleats, cants, and other anchoring and attachment accessories and devices with concealed A. fasteners.
- Anchor roof edgings with manufacturer's required devices, fasteners, and fastener spacing to B. meet performance requirements.

#### 3.5 INSTALLATION OF ROOF-EDGE DRAINAGE SYSTEMS

- A. Install components to produce a complete roof-edge drainage system in accordance with manufacturer's written instructions. Coordinate installation of roof perimeter flashing with
- B. Downspouts: Join sections with manufacturer's standard telescoping joints. Provide hangers with fasteners designed to hold downspouts securely to walls and 1 inch (25 mm) away from walls; locate fasteners at top and bottom and at approximately 60 inches (1500 mm) o.c.
  - 1. Connect downspouts to underground drainage system indicated.

- C. Parapet Scuppers: Install scuppers through parapet where indicated. Continuously support scupper, set to correct elevation, and seal flanges to interior wall face, over cants or tapered edge strips, and under roofing membrane.
  - 1. Anchor scupper closure trim flange to exterior wall and seal or solder to scupper.
  - 2. Loosely lock front edge of scupper with conductor head.
  - 3. Seal or solder exterior wall scupper flanges into back of conductor head.
- D. Conductor Heads: Anchor securely to wall with elevation of conductor top edge 1 inch (25 mm) below scupper discharge.

### 3.6 INSTALLATION OF REGLETS AND COUNTERFLASHINGS

- A. Coordinate installation of reglets and counterflashings with installation of base flashings.
- B. Embedded Reglets: See Section 042000 "Unit Masonry" for installation of reglets.
- C. Counterflashings: Insert counterflashings into reglets or other indicated receivers; ensure that counterflashings overlap 4 inches (100 mm) over top edge of base flashings. Lap counterflashing joints a minimum of 4 inches (100 mm) and bed with butyl sealant. Fit counterflashings tightly to base flashings.

#### 3.7 CLEANING AND PROTECTION

- A. Clean and neutralize flux materials. Clean off excess solder and sealants.
- B. Remove temporary protective coverings and strippable films as roof specialties are installed. On completion of installation, clean finished surfaces, including removing unused fasteners, metal filings, pop rivet stems, and pieces of flashing. Maintain roof specialties in a clean condition during construction.
- C. Replace roof specialties that have been damaged or that cannot be successfully repaired by finish touchup or similar minor repair procedures.

END OF SECTION 077100

#### SECTION 077200 - ROOF ACCESSORIES

### PART 1 - GENERAL

### 1.1 SUMMARY

- A. Section Includes:
  - 1. Roof curbs.
- B. Related Requirements:
  - 1. Section 077100 "Roof Specialties" for manufactured fasciae, copings, gravel stops, gutters and downspouts, and counterflashing.

#### 1.2 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.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of roof accessory.
  - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
- B. Shop Drawings: For roof accessories.
  - 1. Include plans, elevations, keyed details, and attachments to other work. Indicate dimensions, loadings, and special conditions. Distinguish between plant- and field-assembled work.
- C. Delegated Design Submittals: For roof curbs 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. Detail mounting, securing, and flashing of roof-mounted items to roof structure. Indicate coordinating requirements with roof membrane system.
  - 2. Wind-Restraint Details: Detail fabrication and attachment of wind restraints. Show anchorage details and indicate quantity, diameter, and depth of penetration of anchors.

### 1.4 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. Sample Warranties: For manufacturer's special warranties.

## 1.5 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For roof accessories to include in operation and maintenance manuals.

### 1.6 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 Delta E 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

# 2.1 PERFORMANCE REQUIREMENTS

- A. General Performance: Roof accessories to 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.
- B. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design roof curbs to comply with wind performance requirements, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.

### 2.2 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, bearing continuously on roof structure, and capable of meeting performance requirements; with welded or mechanically fastened and sealed corner joints, straight sides, integral metal cant, and integrally formed deck-mounting flange at perimeter bottom.
- B. Size: Coordinate dimensions with roughing-in information or Shop Drawings of equipment to be supported.
- C. Supported Load Capacity: Coordinate load capacity with information on Shop Drawings of equipment to be supported.
- D. Steel: Zinc-coated (galvanized) steel sheet, 0.052 inch (1.32 mm) thick.
  - 1. Finish: Mill phosphatized.
  - 2. Color: As indicated by manufacturer's designations.

#### E. Construction:

- 1. Curb Profile: Manufacturer's standard compatible with roofing system.
- 2. On ribbed or fluted metal roofs, form deck-mounting flange at perimeter bottom to conform to roof profile.
- 3. Fabricate curbs to minimum height of 12 inches (305 mm) above roofing surface unless otherwise indicated.
- 4. Top Surface: Level top of curb, with roof slope accommodated by sloping deck-mounting flange.
- 5. Sloping Roofs: Where roof slope exceeds 1:48, fabricate curb with perimeter curb height tapered to accommodate roof slope so that top surface of perimeter curb is level. Equip unit with water diverter or cricket on side that obstructs water flow.
- 6. Insulation: Factory insulated with 1-1/2-inch- (38-mm-) thick glass-fiber board insulation.
- 7. Liner: Same material as curb, of manufacturer's standard thickness and finish.
- 8. Nailer: Factory-installed wood nailer under top flange on side of curb, continuous around curb perimeter.
- 9. Platform Cap: Where portion of roof curb is not covered by equipment, provide weathertight platform cap formed from 3/4-inch- (19-mm-) thick plywood covered with metal sheet of same type, thickness, and finish as required for curb.
- 10. Metal Counterflashing: Manufacturer's standard, removable, fabricated of same metal and finish as curb.

# 2.3 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

## 3.1 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.

# 3.2 INSTALLATION

- A. 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, 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 uncoated aluminum 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 underlayment and cover with manufacturer's recommended slip sheet.
  - 3. Bed flanges in thick coat of asphalt roofing cement where required by manufacturers of roof accessories for waterproof performance.
- C. Roof Curb Installation: Install each roof curb so top surface is level.
- D. Seal joints with elastomeric sealant as required by roof accessory manufacturer.

# 3.3 REPAIR AND CLEANING

- A. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing according to ASTM A780/A780M.
- B. Touch up factory-primed surfaces with compatible primer ready for field painting according to Section 099113 "Exterior Painting."

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- C. Clean exposed surfaces according to manufacturer's written instructions.
- D. Clean off excess sealants.
- E. Replace roof accessories that have been damaged or that cannot be successfully repaired by finish touchup or similar minor repair procedures.

END OF SECTION 077200

#### SECTION 078443 - JOINT FIRESTOPPING

### PART 1 - GENERAL

### 1.1 SUMMARY

#### A. Section Includes:

1. Joints in or between fire-resistance-rated construction.

### 1.2 ACTION SUBMITTALS

### A. Product Data:

- 1. Joints in or between fire-resistance-rated construction.
- B. Product Schedule: For each joint firestopping system. Include location, illustration of firestopping system, and design designation of qualified testing agency.
  - 1. Engineering Judgments: Where Project conditions require modification to a qualified testing agency's illustration for a particular joint firestopping system condition, submit illustration, with modifications marked, approved by joint firestopping system manufacturer's fire-protection engineer as an engineering judgment or equivalent fire-resistance-rated assembly developed in accordance with current International Firestop Council (IFC) guidelines.

### 1.3 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Listed System Designs: For each joint firestopping system, for tests performed by a qualified testing agency.

# 1.4 CLOSEOUT SUBMITTALS

A. Installer Certificates: From Installer indicating that joint firestopping systems have been installed in compliance with requirements and manufacturer's written instructions.

# 1.5 QUALITY ASSURANCE

A. Installer Qualifications: A firm that has been approved by FM Approvals according to FM Approvals 4991, "Approval of Firestop Contractors," or been evaluated by UL and found to comply with UL's "Qualified Firestop Contractor Program Requirements."

### 1.6 PROJECT CONDITIONS

- A. Environmental Limitations: Do not install joint firestopping systems when ambient or substrate temperatures are outside limits permitted by joint firestopping system manufacturers or when substrates are wet due to rain, frost, condensation, or other causes.
- B. Install and cure joint firestopping systems per manufacturer's written instructions using natural means of ventilation or, where this is inadequate, forced-air circulation.

# 1.7 COORDINATION

- A. Coordinate construction of joints to ensure that joint firestopping systems can be installed according to specified firestopping system design.
- B. Coordinate sizing of joints to accommodate joint firestopping systems.

# PART 2 - PRODUCTS

### 2.1 SOURCE LIMITATIONS

A. Obtain joint firestop systems for each type of joint opening indicated from single manufacturer.

# 2.2 JOINT FIRESTOPPING SYSTEMS

- A. Joint Firestopping Systems: Systems that resist spread of fire, passage of smoke and other gases, and maintain original fire-resistance rating of assemblies in or between which joint firestopping systems are installed. Joint firestopping systems must accommodate building movements without impairing their ability to resist the passage of fire and hot gases.
  - 1. Joint firestopping systems that are compatible with one another, with the substrates forming openings, and with penetrating items, if any.
  - 2. Provide products that, upon curing, do not re-emulsify, dissolve, leach, breakdown, or otherwise deteriorate over time from exposure to atmospheric moisture, sweating pipes, ponding water or other forms of moisture.
  - 3. Provide firestop products that do not contain ethylene glycol.
- B. Joints in or between Fire-Resistance-Rated Construction: Provide joint firestopping systems with ratings determined per ASTM E1966 or UL 2079.
  - 1. Fire-Resistance Rating: Equal to or exceeding the fire-resistance rating of the wall, floor, or roof in or between which it is installed.
- C. Exposed Joint Firestopping Systems: Flame-spread and smoke-developed indexes of less than 25 and 450, respectively, as determined per ASTM E84.

### 2.3 ACCESSORIES

A. Provide components of joint firestopping systems, including primers and forming materials, that are needed to install elastomeric fill materials and to maintain ratings required. Use only components specified by joint firestopping system manufacturer and approved by the qualified testing agency for conditions indicated.

#### PART 3 - EXECUTION

# 3.1 EXAMINATION

- A. Examine substrates and conditions, with Installer present, for compliance with requirements for joint configurations, substrates, and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Surface Cleaning: Before installing joint firestopping systems, clean joints immediately to comply with fire-resistive joint system manufacturer's written instructions and the following requirements:
  - 1. Remove from surfaces of joint substrates foreign materials that could interfere with adhesion of elastomeric fill materials or compromise fire-resistive rating.
  - 2. Clean joint substrates to produce clean, sound surfaces capable of developing optimum bond with elastomeric fill materials. Remove loose particles remaining from cleaning operation.
  - 3. Remove laitance and form-release agents from concrete.
- B. Prime substrates where recommended in writing by joint firestopping system manufacturer using that manufacturer's recommended products and methods. Confine primers to areas of bond; do not allow spillage and migration onto exposed surfaces.
- C. Apply a suitable bond-breaker to prevent three-sided adhesion in applications where this condition occurs, such as the intersection of a gypsum wall to floor or roof assembly where the joint is backed by a steel ceiling runner or track.

### 3.3 INSTALLATION

- A. General: Install joint firestopping systems to comply with manufacturer's written installation instructions and published drawings for products and applications indicated.
- B. Install forming materials and other accessories of types required to support elastomeric fill materials during their application and in position needed to produce cross-sectional shapes and depths required to achieve fire ratings indicated.

- 1. After installing elastomeric fill materials and allowing them to fully cure, remove combustible forming materials and other accessories not indicated as permanent components of fire-resistive joint system.
- C. Install elastomeric fill materials for joint firestopping systems by proven techniques to produce the following results:
  - 1. Elastomeric fill voids and cavities formed by joints and forming materials as required to achieve fire-resistance ratings indicated.
  - 2. Apply elastomeric fill materials so they contact and adhere to substrates formed by joints.
  - 3. For elastomeric fill materials that will remain exposed after completing the Work, finish to produce smooth, uniform surfaces that are flush with adjoining finishes.

### 3.4 IDENTIFICATION

- A. Wall Identification: Permanently label walls containing firestopping systems with the words "FIRE AND/OR SMOKE BARRIER PROTECT ALL OPENINGS," using lettering not less than 3 inches (76 mm) high and with minimum 0.375-inch (9.5-mm) strokes.
  - 1. Locate in accessible concealed floor, floor-ceiling, or attic space at 15 ft. (4.57 m) from end of wall and at intervals not exceeding 30 ft. (9.14 m).

# 3.5 FIELD QUALITY CONTROL

- A. Owner will engage a qualified testing agency to perform tests and inspections in accordance with ASTM E2393.
- B. Where deficiencies are found or joint firestopping systems are damaged or removed due to testing, repair or replace joint firestopping systems so they comply with requirements.
- C. Proceed with enclosing joint firestopping systems with other construction only after inspection reports are issued and installations comply with requirements.

# 3.6 CLEANING AND PROTECTION

- A. Clean off excess elastomeric fill materials adjacent to joints as the Work progresses by methods and with cleaning materials that are approved in writing by joint firestopping system manufacturers and that do not damage materials in which joints occur.
- B. Provide final protection and maintain conditions during and after installation that ensure joint firestopping systems are without damage or deterioration at time of Substantial Completion. If damage or deterioration occurs despite such protection, cut out and remove damaged or deteriorated joint firestopping systems immediately and install new materials to produce joint firestopping systems complying with specified requirements.

END OF SECTION 078443

#### SECTION 079200 - JOINT SEALANTS

### PART 1 - GENERAL

# 1.1 SUMMARY

- A. Section Includes:
  - 1. Urethane joint sealants.

# 1.2 ACTION SUBMITTALS

- A. Product Data:
  - 1. Urethane joint sealants.

# 1.3 CLOSEOUT SUBMITTALS

- A. Manufacturers' special warranties.
- B. Installer's special warranties.

# 1.4 QUALITY ASSURANCE

- A. Installer Qualifications: Authorized representative who is trained and approved by manufacturer.
- B. Testing Agency Qualifications: Qualified in accordance with ASTM C1021 to conduct the testing indicated.

## 1.5 FIELD 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 deg F (5 deg C).
  - 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.

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### 1.6 WARRANTY

- A. Special Installer's Warranty: Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
  - 1. Warranty Period: Two years from date of Substantial Completion.
- B. Special Manufacturer's Warranty: Manufacturer agrees to furnish joint sealants to repair or replace those joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
  - 1. Warranty Period: Five years from date of Substantial Completion.
- C. Special warranties specified in this article exclude deterioration or failure of joint sealants from the following:
  - 1. Movement of the structure caused by stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.
  - 2. Disintegration of joint substrates from 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

### 2.1 SOURCE LIMITATIONS

A. Obtain joint sealants from single manufacturer for each sealant type.

# 2.2 JOINT SEALANTS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.
- B. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

### 2.3 URETHANE JOINT SEALANTS

A. Urethane, S, NS, 25, NT: Single-component, nonsag, plus 25 percent and minus 25 percent movement capability, nontraffic-use, urethane joint sealant; ASTM C920, Type S, Grade NS, Class 25, Use NT.

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### 2.4 JOINT-SEALANT BACKING

- A. Sealant Backing Material, General: Nonstaining; compatible with joint substrates, sealants, primers, and other joint fillers; and approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. 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.

#### 2.5 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

### PART 3 - EXECUTION

# 3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
  - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
  - 2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning

operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:

- a. Concrete.
- b. Masonry.
- 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.

### 3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings of type 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 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.

- E. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants in accordance with requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
  - 1. Remove excess sealant from surfaces adjacent to joints.
  - 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
  - 3. Provide concave joint profile in accordance with Figure 8A in ASTM C1193 unless otherwise indicated.

# 3.4 CLEANING

A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

### 3.5 PROTECTION

A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out, remove, and repair damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

END OF SECTION 079200

### SECTION 081113 - HOLLOW METAL DOORS AND FRAMES

## PART 1 - GENERAL

### 1.1 SUMMARY

#### A. Section Includes:

- 1. Interior standard steel doors and frames.
- 2. Exterior standard steel doors and frames.

# B. Related Requirements:

1. Section 087100 "Door Hardware" for door hardware for hollow-metal doors.

#### 1.2 DEFINITIONS

A. Minimum Thickness: Minimum thickness of base metal without coatings in accordance with NAAMM-HMMA 803 or ANSI/SDI A250.8.

## 1.3 COORDINATION

- A. Coordinate anchorage installation for hollow-metal frames. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors. Deliver such items to Project site in time for installation.
- B. Coordinate requirements for installation of door hardware, electrified door hardware, and access control and security systems.

### 1.4 ACTION SUBMITTALS

### A. Product Data:

- 1. Interior standard steel doors and frames.
- 2. Exterior standard steel doors and frames.
- B. Product Data Submittals: For each product.
  - 1. Include construction details, material descriptions, core descriptions, fire-resistance ratings, temperature-rise ratings, and finishes.

# C. Shop Drawings: Include the following:

- 1. Elevations of each door type.
- 2. Details of doors, including vertical- and horizontal-edge details and metal thicknesses.
- 3. Frame details for each frame type, including dimensioned profiles and metal thicknesses.
- 4. Locations of reinforcement and preparations for hardware.

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- 5. Details of each different wall opening condition.
- 6. Details of anchorages, joints, field splices, and connections.
- 7. Details of accessories.
- D. Samples for Initial Selection: For hollow-metal doors and frames with factory-applied color finishes.
- E. Samples for Verification:
  - 1. Finishes: For each type of exposed finish required, prepared on Samples of not less than 3 by 5 inches (75 by 127 mm).
- F. Product Schedule: For hollow-metal doors and frames, prepared by or under the supervision of supplier, using same reference numbers for details and openings as those on Drawings. Coordinate with final door hardware schedule.

# 1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For door inspector.
  - 1. Fire-Rated Door Inspector: Submit documentation of compliance with NFPA 80, Section 5.2.3.1.
  - 2. Egress Door Inspector: Submit documentation of compliance with NFPA 101, Section 7.2.1.15.4.
- B. Product Test Reports: For each type of fire-rated hollow-metal door and frame assembly and thermally rated door assemblies for tests performed by a qualified testing agency indicating compliance with performance requirements.
- C. Field quality-control reports.

# 1.6 CLOSEOUT SUBMITTALS

A. Record Documents: For fire-rated doors, list of door numbers and applicable room name and number to which door accesses.

# 1.7 QUALITY ASSURANCE

- A. Fire-Rated Door Inspector Qualifications: Inspector for field quality-control inspections of firerated door assemblies is to meet the qualifications set forth in NFPA 80, Section 5.2.3.1 and the following:
  - 1. Door and Hardware Institute Fire and Egress Door Assembly Inspector (FDAI) certification.
- B. Egress Door Inspector Qualifications: Inspector for field quality-control inspections of egress door assemblies is to meet the qualifications set forth in NFPA 101, Section 7.2.1.15.4 and the following:

Door and Hardware Institute Fire and Egress Door Assembly Inspector (FDAI) 1. certification.

#### 1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver hollow-metal doors and frames palletized, packaged, or crated to provide protection during transit and Project-site storage. Do not use nonvented plastic.
  - 1. Provide additional protection to prevent damage to factory-finished units.
- B. Store hollow-metal doors and frames vertically under cover at Project site with head up. Place on minimum 4-inch- (102-mm-) high wood blocking. Provide minimum 1/4-inch (6-mm) space between each stacked door to permit air circulation.

### PART 2 - PRODUCTS

#### 2.1 HOLLOW METAL DOORS AND FRAMES

- A. Ceco Door (Assa Abloy)
- B. Tru Door
- C. Steelcraft
- D. Curries (Assa Abloy)

#### 2.2 PERFORMANCE REQUIREMENTS

- Fire-Rated Door Assemblies: Assemblies complying with NFPA 80 that are listed and labeled A. by a qualified testing agency acceptable to authorities having jurisdiction for fire-protection ratings and temperature-rise limits indicated on Drawings, based on testing at positive pressure in accordance with NFPA 252 or UL 10C.
  - 1. Smoke- and Draft-Control Door Assemblies: Listed and labeled for smoke and draft control by a qualified testing agency acceptable to authorities having jurisdiction, based on testing in accordance with UL 1784 and installed in compliance with NFPA 105.
  - 2. Temperature-Rise Limit: At vertical exit enclosures and exit passageways, provide doors that have a maximum transmitted temperature end point of not more than 450 deg F (250 deg C) above ambient after 30 minutes of standard fire-test exposure.
- B. Thermally Rated Door Assemblies: Provide door assemblies with U-factor of not more than 0.50 deg Btu/F x h x sq. ft. (2.84 W/K x sq. m) when tested in accordance with ASTM C1363 or ASTM E1423.

#### 2.3 INTERIOR STANDARD STEEL DOORS AND FRAMES

- A. Construct hollow-metal doors and frames to comply with standards indicated for materials, fabrication, hardware locations, hardware reinforcement, tolerances, and clearances, and as specified.
- Standard-Duty Doors and Frames: ANSI/SDI A250.8, Level 1; ANSI/SDI A250.4, Level C. At B. locations indicated in the Door and Frame Schedule on Drawings.
  - 1. Doors:
    - Type: As indicated in the Door and Frame Schedule on Drawings. a.
    - b. Thickness: 1-3/4 inches (44.5 mm).
    - Edge Construction: Model 1, Full Flush. c.
    - d. Edge Bevel: Provide manufacturer's standard beveled or square edges.
    - Core: Kraft-paper honeycomb. e.
    - Fire-Rated Core: Manufacturer's standard core for fire-rated and temperature-risef. rated doors.
  - 2. Frames:
    - Materials: Uncoated steel sheet, minimum thickness of 0.042 inch (1.0 mm). a.
    - Construction: Knocked down. h.
  - 3. Exposed Finish: Prime.
- Heavy-Duty Doors and Frames: ANSI/SDI A250.8, Level 2; ANSI/SDI A250.4, Level B. At C. locations indicated in the Door and Frame Schedule on Drawings.
  - 1. Doors:
    - Type: As indicated in the Door and Frame Schedule on Drawings. a.
    - Thickness: 1-3/4 inches (44.5 mm). b.
    - Face: Uncoated steel sheet, minimum thickness of 0.042 inch (1.0 mm). c.
    - Edge Construction: Model 1, Full Flush. d.
    - Edge Bevel: Provide manufacturer's standard beveled or square edges. e.
    - f. Core: Polyurethane.
    - Fire-Rated Core: Manufacturer's standard core for fire-rated and temperature-riseg. rated doors.
  - 2. Frames:
    - Materials: Uncoated steel sheet, minimum thickness of 0.053 inch (1.3 mm). a.
    - b. Construction: Knocked down.
  - 3. Exposed Finish: Prime.

- A. Construct hollow-metal doors and frames to comply with standards indicated for materials, fabrication, hardware locations, hardware reinforcement, tolerances, and clearances, and as specified.
- Heavy-Duty Doors and Frames: ANSI/SDI A250.8, Level 2; ANSI/SDI A250.4, Level B. At B. locations indicated in the Door and Frame Schedule on Drawings.

#### 1. Doors:

- Type: As indicated in the Door and Frame Schedule on Drawings.
- Thickness: 1-3/4 inches (44.5 mm).
- Face: Metallic-coated steel sheet, minimum thickness of 0.042 inch (1.0 mm), with c. minimum A60 (ZF180) coating.
- Edge Construction: Model 1, Full Flush. d.
- Edge Bevel: Provide manufacturer's standard beveled or square edges. e.
- f. Top Edge Closures: Close top edges of doors with flush closures of same material as face sheets. Seal joints against water penetration.
- Bottom Edges: Close bottom edges of doors where required for attachment of g. weather stripping with end closures or channels of same material as face sheets. Provide weep-hole openings in bottoms of exterior doors to permit moisture to escape.
- Core: Polyurethane. h.
- Fire-Rated Core: Manufacturer's standard core for fire-rated doors. i.

#### 2. Frames:

- Materials: Metallic-coated steel sheet, minimum thickness of 0.053 inch (1.3 mm), a. with minimum A60 (ZF180) coating.
- Construction: Knocked down. b.
- 3. Exposed Finish: Prime.

#### 2.5 **HOLLOW-METAL PANELS**

Provide hollow-metal panels of same materials, construction, and finish as adjacent door A. assemblies.

#### 2.6 FRAME ANCHORS

#### Jamb Anchors: A.

- Type: Anchors of minimum size and type required by applicable door and frame 1. standard, and suitable for performance level indicated.
- Quantity: Minimum of three anchors per jamb, with one additional anchor for frames 2. with no floor anchor. Provide one additional anchor for each 24 inches (610 mm) of frame height above 7 feet (2.1 m).

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- 3. Postinstalled Expansion Anchor: Minimum 3/8-inch- (9.5-mm-) diameter bolts with expansion shields or inserts, with manufacturer's standard pipe spacer.
- B. Floor Anchors: Provide floor anchors for each jamb and mullion that extends to floor.
- C. Floor Anchors for Concrete Slabs with Underlayment: Adjustable-type anchors with extension clips, allowing not less than 2-inch (51-mm) height adjustment. Terminate bottom of frames at top of underlayment.
- Material: ASTM A879/A879M, Commercial Steel (CS), 04Z (12G) coating designation; mill D. phosphatized.
  - 1. For anchors built into exterior walls, steel sheet complying with ASTM A1008/A1008M or ASTM A1011/A1011M; hot-dip galvanized in accordance with ASTM A153/A153M, Class B.

#### 2.7 **MATERIALS**

- Cold-Rolled Steel Sheet: ASTM A1008/A1008M, Commercial Steel (CS), Type B; suitable for A. exposed applications.
- B. Metallic-Coated Steel Sheet: ASTM A653/A653M, Commercial Steel (CS), Type B.
- C. Inserts, Bolts, and Fasteners: Hot-dip galvanized in accordance with ASTM A153/A153M.
- D. Power-Actuated Fasteners in Concrete: Fastener system of type suitable for application indicated, fabricated from corrosion-resistant materials, with clips or other accessory devices for attaching hollow-metal frames of type indicated.

#### 2.8 **FABRICATION**

- Hollow-Metal Frames: Fabricate in one piece except where handling and shipping limitations A. require multiple sections. Where frames are fabricated in sections, provide alignment plates or angles at each joint, fabricated of metal of same or greater thickness as frames.
  - Provide countersunk, flat- or oval-head exposed screws and bolts for exposed fasteners unless otherwise indicated.
  - Door Silencers: Except on weather-stripped frames, drill stops to receive door silencers 2. as follows. Keep holes clear during construction.
    - Single-Door Frames: Drill stop in strike jamb to receive three door silencers. a.
- В. Hardware Preparation: Factory prepare hollow-metal doors and frames to receive templated mortised hardware, and electrical wiring; include cutouts, reinforcement, mortising, drilling, and tapping in accordance with ANSI/SDI A250.6, the Door Hardware Schedule on Drawings, and templates.
  - 1. Reinforce doors and frames to receive nontemplated, mortised, and surface-mounted door hardware.

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2. Comply with BHMA A156.115 for preparing hollow-metal doors and frames for hardware.

#### 2.9 STEEL FINISHES

- A. Prime Finish: Clean, pretreat, and apply manufacturer's standard primer.
  - 1. Shop Primer: Manufacturer's standard, fast-curing, lead- and chromate-free primer complying with ANSI/SDI A250.10; recommended by primer manufacturer for substrate; compatible with substrate and field-applied coatings despite prolonged exposure.
  - 2. Color and Gloss: As selected by Architect from manufacturer's full range.

### PART 3 - EXECUTION

#### 3.1 **PREPARATION**

- Remove welded-in shipping spreaders installed at factory. Restore exposed finish by grinding, A. filling, and dressing, as required to make repaired area smooth, flush, and invisible on exposed faces. Touch up factory-applied finishes where spreaders are removed.
- Drill and tap doors and frames to receive nontemplated, mortised, and surface-mounted door B. hardware.

#### 3.2 **INSTALLATION**

- Install hollow-metal doors and frames plumb, rigid, properly aligned, and securely fastened in A. place. Comply with approved Shop Drawings and with manufacturer's written instructions.
- B. Hollow-Metal Frames: Comply with ANSI/SDI A250.11.
  - 1. Set frames accurately in position; plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is complete, remove temporary braces without damage to completed Work.
    - Where frames are fabricated in sections, field splice at approved locations by welding face joint continuously; grind, fill, dress, and make splice smooth, flush, and invisible on exposed faces. Touch-up finishes.
    - Install frames with removable stops located on secure side of opening. b.
  - 2. Fire-Rated Openings: Install frames in accordance with NFPA 80.
  - 3. Floor Anchors: Secure with postinstalled expansion anchors.
  - Masonry Walls: Coordinate installation of frames to allow for solidly filling space 4. between frames and masonry with grout or mortar.
  - 5. In-Place Concrete or Masonry Construction: Secure frames in place with postinstalled expansion anchors.
  - 6. Installation Tolerances: Adjust hollow-metal frames to the following tolerances:

- a. Squareness: Plus or minus 1/16 inch (1.6 mm), measured at door rabbet on a line 90 degrees from jamb perpendicular to frame head.
- b. Alignment: Plus or minus 1/16 inch (1.6 mm), measured at jambs on a horizontal line parallel to plane of wall.
- c. Twist: Plus or minus 1/16 inch (1.6 mm), measured at opposite face corners of jambs on parallel lines, and perpendicular to plane of wall.
- d. Plumbness: Plus or minus 1/16 inch (1.6 mm), measured at jambs at floor.
- C. Hollow-Metal Doors: Fit and adjust hollow-metal doors accurately in frames, within clearances specified below.
  - 1. Fire-Rated Doors: Install doors with clearances in accordance with NFPA 80.

# 3.3 FIELD QUALITY CONTROL

A. Inspection Agency: Contractor will engage a qualified inspector to perform inspections and to furnish reports to Architect.

# B. Inspections:

- 1. Fire-Rated Door Inspections: Inspect each fire-rated door in accordance with NFPA 80, Section 5.2.
- 2. Egress Door Inspections: Inspect each door equipped with panic hardware, each door equipped with fire exit hardware, each door located in an exit enclosure, and each door equipped with special locking arrangements in accordance with NFPA 101, Section 7.2.1.15.
- C. Repair or remove and replace installations where inspections indicate that they do not comply with specified requirements.
- D. Reinspect repaired or replaced installations to determine if replaced or repaired door assembly installations comply with specified requirements.
- E. Prepare and submit separate inspection report for each fire-rated door assembly indicating compliance with each item listed in NFPA 80.

## 3.4 REPAIR

- A. Prime-Coat Touchup: Immediately after erection, sand smooth rusted or damaged areas of prime coat and apply touchup of compatible air-drying, rust-inhibitive primer.
- B. Metallic-Coated Surface Touchup: Clean abraded areas and repair with galvanizing repair paint in accordance with manufacturer's written instructions.
- C. Touchup Painting: Cleaning and touchup painting of abraded areas of paint are specified in painting Sections.

END OF SECTION 081113

#### SECTION 083323 - OVERHEAD COILING DOORS

### PART 1 - GENERAL

### 1.1 SUMMARY

#### A. Section Includes:

- 1. Insulated service doors.
- 2. Fire-rated, insulated service doors.

### 1.2 ACTION SUBMITTALS

- A. Product Data: For each type and size of overhead coiling door and accessory.
  - 1. Include construction details, material descriptions, dimensions of individual components, profiles for slats, and finishes.
  - 2. Include rated capacities, operating characteristics, electrical characteristics, and furnished accessories.
  - 3. Include description of automatic-closing device and testing and resetting instructions.
- B. Shop Drawings: For each installation and for special components not dimensioned or detailed in manufacturer's product data.
  - 1. Include plans, elevations, sections, and mounting details.
  - 2. Include details of equipment assemblies, and indicate dimensions, required clearances, method of field assembly, components, and location and size of each field connection.
  - 3. Include points of attachment and their corresponding static and dynamic loads imposed on structure.
  - 4. For exterior components, include details of provisions for assembly expansion and contraction and for excluding and draining moisture to the exterior.
  - 5. Show locations of controls, locking devices, and other accessories.
  - 6. Include diagrams for power, signal, and control wiring.

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
  - 1. Fire-Rated Door Inspector: Submit documentation of compliance with NFPA 80, Section 5.2.3.1.
- B. Sample Warranty: For special warranty.

### 1.4 CLOSEOUT SUBMITTALS

A. Special warranty.

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- Maintenance Data: For overhead coiling doors to include in maintenance manuals. В.
- C. Record Documents: For fire-rated doors, list of door numbers and applicable room name and number to which door accesses.

#### 1.5 **QUALITY ASSURANCE**

- A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer for both installation and maintenance of units required for this Project.
- Fire-Rated Door Inspector Qualifications: Inspector for field quality control inspections of fire-В. rated door assemblies is to meet the qualifications set forth in NFPA 80, Section 5.2.3.1 and the following:

#### 1.6 WARRANTY

- Special Warranty: Manufacturer agrees to repair or replace components of doors that fail in A. materials or workmanship within specified warranty period.
  - 1. Warranty Period: Two years from date of Substantial Completion.

## PART 2 - PRODUCTS

#### 2.1 **MANUFACTURERS**

- Source Limitations: Obtain overhead coiling doors from single source from single A. manufacturer.
  - 1. Obtain operators and controls from overhead coiling-door manufacturer.

#### 2.2 PERFORMANCE REQUIREMENTS

- Fire-Rated Door Assemblies: Complying with NFPA 80; listed and labeled by qualified testing A. agency, for fire-protection ratings indicated, based on testing at as close to neutral pressure as possible according to NFPA 252 or UL 10B.
  - Temperature-Rise Limit: At exit enclosures and exit passageways, provide doors that have a maximum transmitted temperature end point of not more than 450 deg F (250 deg C) above ambient after 30 minutes of standard fire-test exposure.
- B. Accessibility Standard: Comply with applicable provisions in the USDOJ's "2010 ADA Standards for Accessible Design".
- C. Structural Performance, Exterior Doors: Capable of withstanding the following design wind loads:

- 1. Design Wind Load: Uniform pressure (velocity pressure) of 20 lbf/sq. ft. (960 Pa), acting inward and outward.
- 2. Deflection Limits: Design overhead coiling doors to withstand design wind load without evidencing permanent deformation or disengagement of door components.
- 3. Operability under Wind Load: Design overhead coiling doors to remain operable under uniform pressure (velocity pressure) of 20-lbf/sq. ft. (960-Pa) wind load, acting inward and outward.

### 2.3 DOOR ASSEMBLY

- A. Insulated Service Door: Overhead coiling door formed with curtain of interlocking metal slats.
- B. Operation Cycles: Door components and operators capable of operating for not less than 20,000. One operation cycle is complete when a door is opened from the closed position to the fully open position and returned to the closed position.
- C. Air Infiltration: Maximum rate of 0.4 cfm/sq. ft. (2.03 L/s per sq. m) at 15 and 25 mph (24.1 and 40.2 km/h) when tested according to ASTM E283.
- D. Insulated Door Curtain R-Value: 7.7 (1.35 W/Msq)
- E. Door Curtain Material: Galvanized steel.
- F. Door Curtain Slats: Flat profile slats of 2-5/8-inch (67-mm) center-to-center height.
  - 1. Insulated-Slat Interior Facing: Metal.
  - 2. Gasket Seal. Manufacturer's standard continuous gaskets between slats.
- G. Bottom Bar: Two angles, each not less than 1-1/2 by 1-1/2 by 1/8 inch (38 by 38 by 3 mm) thick; fabricated from hot-dip galvanized steel and finished to match door.
- H. Curtain Jamb Guides: Galvanized steel with exposed finish matching curtain slats.
- I. Hood: Galvanized steel.
  - 1. Shape: Round.
  - 2. Mounting: Face of wall.
- J. Locking Devices: Equip door with chain lock keeper.
  - 1. Locking Device Assembly: Single-jamb side locking bars, operable from.
- K. Manual Door Operator: Chain-hoist operator.
  - 1. Provide operator with through-wall shaft operation.
- L. Curtain Accessories: Equip door with weatherseals.
- M. Door Finish:
  - 1. Factory Prime Finish: Manufacturer's standard color.

#### FIRE-RATED DOOR ASSEMBLY 2.4

- A. Fire-Rated Insulated Service Door: Overhead fire-rated coiling door formed with curtain of interlocking metal slats.
- B. Operation Cycles: Door components and operators capable of operating for not less than 20,000. One operation cycle is complete when a door is opened from the closed position to the fully open position and returned to the closed position.
- C. Fire Rating: 4 hours with temperature-rise limit.
- D. Insulated Door Curtain R-Value: 4.5 deg F x h x sq. ft./Btu (0.792 K x sq. m/W).
- E. Door Curtain Material: Galvanized steel.
- F. Door Curtain Slats: Flat profile slats of 2-5/8-inch (67-mm) center-to-center height.
- G. Bottom Bar: Two angles, each not less than 1-1/2 by 1-1/2 by 1/8 inch (38 by 38 by 3 mm) thick: fabricated from hot-dip galvanized steel and finished to match door.
- H. Curtain Jamb Guides: Galvanized steel with exposed finish matching curtain slats.
- I. Hood: Galvanized steel.
  - 1. Shape: Round.
  - 2. Mounting: Between jambs.
- J. Locking Devices: Equip door with chain lock keeper.
  - 1. Locking Device Assembly: Single-jamb side.
- K. Manual Door Operator: Chain-hoist operator.
  - 1. Provide operator with through-wall shaft operation.
- L. Curtain Accessories: Equip door with smoke seals, automatic-closing device.
- M. Door Finish:
  - 1. Baked-Enamel or Powder-Coated Finish: Color as selected by Architect from manufacturer's full range.
  - 2. Interior Curtain-Slat Facing: Match finish of exterior curtain-slat face.

#### 2.5 DOOR CURTAIN MATERIALS AND CONSTRUCTION

Door Curtains: Fabricate overhead coiling-door curtain of interlocking metal slats, designed to A. withstand wind loading indicated, in a continuous length for width of door without splices. Unless otherwise indicated, provide slats of thickness and mechanical properties recommended by door manufacturer for performance, size, and type of door indicated, and as follows:

- 1. Steel Door Curtain Slats: Zinc-coated (galvanized), cold-rolled structural-steel sheet; complying with ASTM A653/A653M, with G90 (Z275) zinc coating; nominal sheet thickness (coated) of 0.028 inch (0.71 mm); and as required.
- 2. Insulation: Fill slats for insulated doors with manufacturer's standard thermal insulation complying with maximum flame-spread and smoke-developed indexes of 75 and 450, respectively, according to ASTM E84 or UL 723. Enclose insulation completely within slat faces.
- 3. Metal Interior Curtain-Slat Facing: Match metal of exterior curtain-slat face, with minimum steel thickness of 0.010 inch (0.25 mm).
- B. Curtain Jamb Guides: Manufacturer's standard angles or channels and angles of same material and finish as curtain slats unless otherwise indicated, with sufficient depth and strength to retain curtain, to allow curtain to operate smoothly, and to withstand loading. Slot bolt holes for guide adjustment. Provide removable stops on guides to prevent overtravel of curtain.

# 2.6 HOODS

- A. General: Form sheet metal hood to entirely enclose coiled curtain and operating mechanism at opening head. Contour to fit end brackets to which hood is attached. Roll and reinforce top and bottom edges for stiffness. Form closed ends for surface-mounted hoods and fascia for any portion of between-jamb mounting that projects beyond wall face. Equip hood with intermediate support brackets as required to prevent sagging.
  - 1. Galvanized Steel: Nominal 0.028-inch- (0.71-mm-) thick, hot-dip galvanized-steel sheet with G90 (Z275) zinc coating, complying with ASTM A653/A653M.
  - 2. Include automatic drop baffle on fire-rated doors to guard against passage of smoke or flame.

# 2.7 LOCKING DEVICES

A. Chain Lock Keeper: Suitable for padlock.

# 2.8 CURTAIN ACCESSORIES

- A. Smoke Seals: Equip each fire-rated door with replaceable smoke-seal perimeter gaskets or brushes for smoke and draft control as required for door listing and labeling by a qualified testing agency.
- B. Weatherseals for Exterior Doors: Equip each exterior door with weather-stripping gaskets fitted to entire exterior perimeter of door for a weather-resistant installation unless otherwise indicated.
  - 1. At door head, use 1/8-inch- (3-mm-) thick, replaceable, continuous-sheet baffle secured to inside of hood or field-installed on the header.
  - 2. At door jambs, use replaceable, adjustable, continuous, flexible, 1/8-inch- (3-mm-) thick seals of flexible vinyl, rubber, or neoprene.

- C. Automatic-Closing Device: Equip each fire-rated door with an automatic-closing device or holder-release mechanism and governor unit complying with NFPA 80 and an easily tested and reset release mechanism. Testing for manually operated doors allows resetting by opening the door without retensioning the counterbalance mechanism. Automatic-closing device is to be designed for activation by the following:
  - 1. Replaceable fusible links with temperature rise and melting point of 165 deg F (74) deg C) interconnected and mounted on both sides of door opening.
  - 2. Manufacturer's standard UL-labeled smoke detector and door-holder-release devices.
  - 3. Manufacturer's standard UL-labeled heat detector and door-holder-release devices.
  - 4. Building fire-detection, smoke-detection, and -alarm systems.

# 2.9 COUNTERBALANCE MECHANISM

- A. General: Counterbalance doors by means of manufacturer's standard mechanism with an adjustable-tension, steel helical torsion spring mounted around a steel shaft and contained in a spring barrel connected to top of curtain with barrel rings. Use grease-sealed bearings or self-lubricating graphite bearings for rotating members.
- B. Counterbalance Barrel: Fabricate spring barrel of manufacturer's standard hot-formed, structural-quality, seamless carbon-steel pipe, of sufficient diameter and wall thickness to support rolled-up curtain without distortion of slats and to limit barrel deflection to not more than 0.03 in./ft. (2.5 mm/m) of span under full load.
- C. Counterbalance Spring: One or more oil-tempered, heat-treated steel helical torsion springs. Size springs to counterbalance weight of curtain, with uniform adjustment accessible from outside barrel. Secure ends of springs to barrel and shaft with cast-steel barrel plugs.
  - 1. Fire-Rated Doors: Equip with auxiliary counterbalance spring and prevent tension release from main counterbalance spring when automatic-closing device operates.
- D. Torsion Rod for Counterbalance Shaft: Fabricate of manufacturer's standard cold-rolled steel, sized to hold fixed spring ends and carry torsional load.
- E. Brackets: Manufacturer's standard mounting brackets of either cast iron or cold-rolled steel plate.

# 2.10 MANUAL DOOR OPERATORS

- A. General: Equip door with manual door operator by door manufacturer.
- B. Chain-Hoist Operator: Consisting of endless steel hand chain, chain-pocket wheel and guard, and gear-reduction unit with a maximum 25-lbf (111-N) force for door operation. Provide alloy-steel hand chain with chain holder secured to operator guide.

# 2.11 GENERAL FINISH REQUIREMENTS

- A. Comply with NAAMM/NOMMA 500 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.

# 2.12 STEEL AND GALVANIZED-STEEL FINISHES

A. Baked-Enamel or Powder-Coat Finish: Manufacturer's standard baked-on finish consisting of prime coat and thermosetting topcoat. Comply with coating manufacturer's written instructions for cleaning, pretreatment, application, and minimum dry film thickness.

# PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates areas and conditions, with Installer present, for compliance with requirements for substrate construction and other conditions affecting performance of the Work.
- B. Examine locations of electrical connections.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

# 3.2 INSTALLATION, GENERAL

- A. Install overhead coiling doors and operating equipment complete with necessary hardware, anchors, inserts, hangers, and equipment supports; according to manufacturer's written instructions and as specified.
- B. Install overhead coiling doors, hoods, controls, and operators at the mounting locations indicated for each door.
- C. Accessibility: Install overhead coiling doors, switches, and controls along accessible routes in compliance with the accessibility standard.
- D. Fire-Rated Doors: Install according to NFPA 80.

# 3.3 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections and to furnish reports to Architect.
- B. Perform the following tests and inspections with the assistance of a factory-authorized service representative:

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- 1. Test door release, closing, and alarm operations when activated by smoke detector or building's fire-alarm system. Test manual operation of closed door. Reset door-closing mechanism after successful test.
- 2. Fire-Rated Door Inspections: Inspect each fire-rated door in accordance with NFPA 80, Section 5.2.
- C. Repair or remove and replace installations where inspections indicate that they do not comply with specified requirements.
- D. Reinspect repaired or replaced installations to determine if replaced or repaired door assembly installations comply with specified requirements.
- E. Prepare and submit separate inspection report for each fire-rated door assembly indicating compliance with each item listed in NFPA 80.

# 3.4 STARTUP SERVICE

- A. Engage a factory-authorized service representative to perform startup service.
  - 1. Complete installation and startup checks according to manufacturer's written instructions.
  - 2. After electrical circuitry has been energized, operate doors to confirm proper motor rotation and door performance.
  - 3. Test and adjust controls and safety devices. Replace damaged and malfunctioning controls and equipment.

# 3.5 ADJUSTING

- A. Adjust hardware and moving parts to function smoothly so that doors operate easily, free of warp, twist, or distortion.
  - 1. Adjust exterior doors and components to be weather resistant.
- B. Lubricate bearings and sliding parts as recommended by manufacturer.
- C. Adjust seals to provide tight fit around entire perimeter.

# 3.6 DEMONSTRATION

A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain overhead coiling doors.

END OF SECTION 083323

### SECTION 087100 - DOOR HARDWARE

# PART 1 - GENERAL

# 1.1 SUMMARY

### A. Section Includes:

- 1. Hinges.
- 2. Mortise locks.
- 3. Exit devices and auxiliary items.
- 4. Lock cylinders.
- 5. Key lock boxes.
- 6. Operating trim.
- 7. Surface closers.
- 8. Door gasketing.
- 9. Thresholds.
- 10. Auxiliary door hardware.

# B. Related Requirements:

- 1. Section 081113 "Hollow Metal Doors and Frames" for door silencers provided as part of hollow-metal frames.
- 2. Section 083323 "Overhead Coiling Doors" for door hardware provided as part of overhead coiling door assemblies.

# 1.2 COORDINATION

- A. Installation Templates: Distribute for doors, frames, and other work specified to be factory prepared. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing door hardware to comply with indicated requirements.
- B. Security: Coordinate installation of door hardware, keying, and access control with Owner's security consultant.

# 1.3 ACTION SUBMITTALS

# A. Product Data:

- 1. Hinges.
- 2. Mortise locks.
- 3. Exit locks and alarms.
- 4. Exit devices and auxiliary items.
- 5. Lock cylinders.
- 6. Key lock boxes.
- 7. Operating trim.
- 8. Surface closers.

- Door gasketing. 9.
- 10. Thresholds.
- Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
- B. Product Data Submittals: For each product.
- C. Door Hardware Schedule: Prepared by or under the supervision of Installer's Architectural Hardware Consultant. Coordinate door hardware schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware.
  - 1. Submittal Sequence: Submit door hardware schedule concurrent with submissions of product data, Samples, and Shop Drawings. Coordinate submission of door hardware schedule with scheduling requirements of other work to facilitate the fabrication of other work that is critical in Project construction schedule.
  - 2. Format: Use same scheduling sequence and format and use same door numbers as in door hardware schedule in the Contract Documents.
  - 3. Content: Include the following information:
    - a. Identification number, location, hand, fire rating, size, and material of each door
    - Locations of each door hardware set, cross-referenced to Drawings on floor plans h. and to door and frame schedule.
    - Complete designations, including name and manufacturer, type, style, function, c. size, quantity, function, and finish of each door hardware product.
    - Fastenings and other installation information. d.
    - Explanation of abbreviations, symbols, and designations contained in door e. hardware schedule.
    - f. Mounting locations for door hardware.
    - List of related door devices specified in other Sections for each door and frame. g.
- Keying Schedule: Prepared by or under the supervision of Installer's Architectural Hardware D. Consultant, detailing Owner's final keying instructions for locks. Include schematic keying diagram and index each key set to unique door designations that are coordinated with the Contract Documents.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Product Certificates: For each type of electrified door hardware.
  - Certify that door hardware for use on each type and size of labeled fire-rated doors 1. complies with listed fire-rated door assemblies.
- C. Product Test Reports: For compliance with accessibility requirements, for tests performed by manufacturer and witnessed by a qualified testing agency, for door hardware on doors located in accessible routes.
- D. Field quality-control reports.

E. Sample Warranty: For special warranty.

# 1.5 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For each type of door hardware to include in maintenance manuals.
- B. Schedules: Final door hardware and keying schedule.

# 1.6 QUALITY ASSURANCE

- A. Installer Qualifications: Supplier of products and an employer of workers trained and approved by product manufacturers and of an Architectural Hardware Consultant who is available during the course of the Work to consult Contractor, Architect, and Owner about door hardware and keying.
  - 1. Warehousing Facilities: In Project's vicinity.
  - 2. Scheduling Responsibility: Preparation of door hardware and keying schedule.
- B. Architectural Hardware Consultant Qualifications: A person who is experienced in providing consulting services for door hardware installations that are comparable in material, design, and extent to that indicated for this Project and who is currently certified by DHI as a Door and Hardware Specification Consultant (DHSC).

# 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Inventory door hardware on receipt and provide secure lockup for door hardware delivered to Project site.
- B. Tag each item or package separately with identification coordinated with the final door hardware schedule, and include installation instructions, templates, and necessary fasteners with each item or package.
- C. Deliver keys to manufacturer of key control system for subsequent delivery to Owner.
- D. Deliver keys and permanent cores to Owner by registered mail or overnight package service.

# 1.8 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of door hardware that fail in materials or workmanship within specified warranty period.
  - 1. Failures include, but are not limited to, the following:
    - a. Structural failures, including excessive deflection, cracking, or breakage.
    - b. Faulty operation of doors and door hardware.
    - c. Deterioration of metals, metal finishes, and other materials beyond normal weathering and use.

Specifications

- Warranty Period: Three years from date of Substantial Completion unless otherwise 2. indicated below:
  - Exit Devices: Two years from date of Substantial Completion. a.
  - Manual Closers: 10 years from date of Substantial Completion. b.

# PART 2 - PRODUCTS

#### 2.1 **SOURCE LIMITATIONS**

Obtain each type of door hardware from single manufacturer. A.

#### 2.2 PERFORMANCE REQUIREMENTS

- Fire-Rated Door Assemblies: Where fire-rated doors are indicated, provide door hardware A. complying with NFPA 80 that is listed and labeled by a qualified testing agency, for fireprotection ratings indicated, based on testing at positive pressure in accordance with NFPA 252 or UL 10C.
- B. Means of Egress Doors: Latches do not require more than 15 lbf (67 N) to release the latch. Locks do not require use of a key, tool, or special knowledge for operation.
- Accessibility Requirements: For door hardware on doors in an accessible route, comply with the C. USDOJ's "2010 ADA Standards for Accessible Design".
  - 1. Provide operating devices that do not require tight grasping, pinching, or twisting of the wrist and that operate with a force of not more than 5 lbf (22.2 N).
  - Comply with the following maximum opening-force requirements: 2.
    - Interior, Non-Fire-Rated Hinged Doors: 5 lbf (22.2 N) applied perpendicular to a.
    - Fire Doors: Minimum opening force allowable by authorities having jurisdiction. b.
  - Bevel raised thresholds with a slope of not more than 1:2. Provide thresholds not more 3. than 1/2 inch (13 mm) high.
  - 4. Adjust door closer sweep periods so that, from an open position of 90 degrees, the door will take at least 5 seconds to move to a position of 12 degrees from the latch.

#### 2.3 **HINGES**

Hinges: ANSI/BHMA A156.1. Provide template-produced hinges for hinges installed on A. hollow-metal doors and hollow-metal frames.

#### 2.4 MECHANICAL LOCKS AND LATCHES

Lock Functions: As indicated in door hardware schedule. A.

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doors, and as follows:

- Lock Throw: Comply with testing requirements for length of bolts required for labeled fire
- Mortise Locks: Minimum 3/4-inch (19-mm) latchbolt throw.
- C. Lock Backset: 2-3/4 inches (70 mm) unless otherwise indicated.
- Lock Trim: D.
  - 1. Description: As indicated on Drawings.
  - 2. Levers: Cast.
  - 3. Escutcheons (Roses): Cast.
  - 4. Dummy Trim: Match lever lock trim and escutcheons.
- Strikes: Provide manufacturer's standard strike for each lock bolt or latchbolt complying with E. requirements indicated for applicable lock or latch and with strike box and curved lip extended to protect frame; finished to match lock or latch.
  - 1. Flat-Lip Strikes: For locks with three-piece antifriction latchbolts, as recommended by manufacturer.
- F. Mortise Locks: ANSI/BHMA A156.13, Operational Grade 1; stamped steel case with steel or brass parts: Series 1000.

#### 2.5 EXIT DEVICES AND AUXILIARY ITEMS

A. Exit Devices and Auxiliary Items: ANSI/BHMA A156.3.

#### 2.6 LOCK CYLINDERS

- Lock Cylinders: Tumbler type, constructed from brass or bronze, stainless steel, or nickel A. silver. Provide cylinder from same manufacturer of locking devices.
- Standard Lock Cylinders: ANSI/BHMA A156.5, Grade 1 permanent cores; face finished to B. match lockset.
- C. Construction Master Keys: Provide cylinders with feature that permits voiding of construction keys without cylinder removal. Provide 10 construction master keys.

#### 2.7 **KEYING**

- A. Keying System: Factory registered, complying with guidelines in ANSI/BHMA A156.28, appendix. Provide one extra key blank for each lock.
  - **Existing System:** 1.
    - Master key or grand master key locks to Owner's existing system. a.
    - Re-key Owner's existing master key system into new keying system. b.

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B. Keys: Nickel silver.

# 2.8 KEY CONTROL SYSTEM

- A. Key Control Cabinet: ANSI/BHMA A156.28; metal cabinet with baked-enamel finish, containing key-holding hooks, labels, two sets of key tags with self-locking key holders, key-gathering envelopes, and temporary and permanent markers; with key capacity of 150 percent of the number of locks.
  - 1. Wall-Mounted Cabinet: Grade 1 cabinet with hinged-panel door equipped with keyholding panels and pin-tumbler cylinder door lock.

# 2.9 OPERATING TRIM

A. Operating Trim: ANSI/BHMA A156.6; steel unless otherwise indicated.

# 2.10 SURFACE CLOSERS

A. Surface Closers: ANSI/BHMA A156.4; rack-and-pinion hydraulic type with adjustable sweep and latch speeds controlled by key-operated valves and forged-steel main arm. Comply with manufacturer's written instructions for size of door closers depending on size of door, exposure to weather, and anticipated frequency of use. Provide factory-sized closers, adjustable to meet field conditions and requirements for opening force.

### 2.11 DOOR GASKETING

- A. Door Gasketing: ANSI/BHMA A156.22; with resilient or flexible seal strips that are easily replaceable and readily available from stocks maintained by manufacturer.
- B. Maximum Air Leakage: When tested in accordance with ASTM E283/E283M with tested pressure differential of 0.3 inch wg (75 Pa), as follows:
  - 1. Smoke-Rated Gasketing: 0.3 cfm/sq. ft. (3 cu. m per minute/sq. m) of door opening.
  - 2. Gasketing on Single Doors: 0.3 cfm/sq. ft. (3 cu. m per minute/sq. m) of door opening.

# 2.12 THRESHOLDS

A. Thresholds: ANSI/BHMA A156.21; fabricated to full width of opening indicated.

# 2.13 FABRICATION

A. Base Metals: Produce door hardware units of base metal indicated, fabricated by forming method indicated, using manufacturer's standard metal alloy, composition, temper, and hardness. Furnish metals of a quality equal to or greater than that of specified door hardware units and ANSI/BHMA A156.18.

- B. Fasteners: Provide door hardware manufactured to comply with published templates prepared for machine, wood, and sheet metal screws. Provide screws that comply with commercially recognized industry standards for application intended; however, aluminum fasteners are not permitted. Provide Phillips flat-head screws with finished heads to match surface of door hardware unless otherwise indicated.
  - 1. Fire-Rated Applications:
    - a. Machine Screws: For the following:
      - 1) Hinges mortised to doors or frames
      - 2) Strike plates to frames.
      - 3) Closers to doors and frames.
    - b. Steel Through Bolts: For the following unless door blocking is provided:
      - 1) Surface hinges to doors.
      - 2) Closers to doors and frames.
      - 3) Surface-mounted exit devices.
  - 2. Spacers or Sex Bolts: For through bolting of hollow-metal doors.
  - 3. Gasketing Fasteners: Provide noncorrosive fasteners for exterior applications and elsewhere as indicated.

# 2.14 FINISHES

- A. Provide finishes complying with ANSI/BHMA A156.18 as indicated in door hardware schedule.
- B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- C. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

# PART 3 - EXECUTION

# 3.1 EXAMINATION

- A. Examine doors and frames, with Installer present, for compliance with requirements for installation tolerances, labeled fire-rated door assembly construction, wall and floor construction, and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

# 3.2 PREPARATION

A. Steel Doors and Frames: For surface-applied door hardware, drill and tap doors and frames in accordance with ANSI/SDI A250.6.

# 3.3 INSTALLATION

- A. Mounting Heights: Mount door hardware units at heights to comply with the following unless otherwise indicated or required to comply with governing regulations.
  - 1. Standard Steel Doors and Frames: ANSI/SDI A250.8.
- B. Install each door hardware item to comply with manufacturer's written instructions. Where cutting and fitting are required to install door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing work. Do not install surface-mounted items until finishes have been completed on substrates involved.
  - 1. Set units level, plumb, and true to line and location. Adjust and reinforce attachment substrates as necessary for proper installation and operation.
  - 2. Drill and countersink units that are not factory prepared for anchorage fasteners. Space fasteners and anchors in accordance with industry standards.
- C. Hinges: Install types and in quantities indicated in door hardware schedule, but not fewer than the number recommended by manufacturer for application indicated or one hinge for every 30 inches (760 mm) of door height, whichever is more stringent, unless other equivalent means of support for door, such as spring hinges or pivots, are provided.
- D. Lock Cylinders: Install construction cores to secure building and areas during construction period.
  - 1. Replace construction cores with permanent cores as directed by Owner.
- E. Key Control System:
  - 1. Key Control Cabinet: Tag keys and place them on markers and hooks in key control system cabinet, as determined by final keying schedule.
- F. Thresholds: Set thresholds for exterior doors and other doors indicated in full bed of sealant complying with requirements specified in Section 079200 "Joint Sealants."
- G. Perimeter Gasketing: Apply to head and jamb, forming seal between door and frame.
  - 1. Do not notch perimeter gasketing to install other surface-applied hardware.
- H. Door Bottoms: Apply to bottom of door, forming seal with threshold when door is closed.

# 3.4 FIELD QUALITY CONTROL

- A. Independent Architectural Hardware Consultant: Engage a qualified independent Architectural Hardware Consultant to perform inspections and to prepare inspection reports.
  - 1. Independent Architectural Hardware Consultant will inspect door hardware and state in each report whether installed work complies with or deviates from requirements, including whether door hardware is properly installed and adjusted.

# 3.5 ADJUSTING

- A. Initial Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.
  - 1. Door Closers: Adjust sweep period to comply with accessibility requirements and requirements of authorities having jurisdiction.

# 3.6 CLEANING AND PROTECTION

- A. Clean adjacent surfaces soiled by door hardware installation.
- B. Clean operating items as necessary to restore proper function and finish.
- C. Provide final protection and maintain conditions that ensure that door hardware is without damage or deterioration at time of Substantial Completion.

# 3.7 MAINTENANCE SERVICE

A. Maintenance Tools and Instructions: Furnish a complete set of specialized tools and maintenance instructions for Owner's continued adjustment, maintenance, and removal and replacement of door hardware.

END OF SECTION 087100

### SECTION 092900 - GYPSUM BOARD

# PART 1 - GENERAL

# 1.1 SUMMARY

- A. Section Includes:
  - 1. Interior gypsum board.

# 1.2 ACTION SUBMITTALS

- A. Product Data: For the following:
  - 1. Mold-resistant gypsum board.

# 1.3 DELIVERY, STORAGE AND HANDLING

A. Store materials inside under cover and keep them dry and protected against weather, condensation, direct sunlight, construction traffic, and other potential causes of damage. Stack panels flat and supported on risers on a flat platform to prevent sagging.

# 1.4 FIELD CONDITIONS

- A. Environmental Limitations: Comply with ASTM C840 requirements or gypsum board manufacturer's written instructions, whichever are more stringent.
- B. Do not install paper-faced gypsum panels until installation areas are enclosed and conditioned.
- C. Do not install panels that are wet, moisture damaged, and mold damaged.
  - 1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
  - 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

# PART 2 - PRODUCTS

# 2.1 SOURCE LIMITATIONS

A. Obtain each type of gypsum panel and joint finishing material from single source with resources to provide products of consistent quality in appearance and physical properties.

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#### 2.2 GYPSUM BOARD, GENERAL

A. Size: Provide maximum lengths and widths available that will minimize joints in each area and that correspond with support system indicated.

#### 2.3 INTERIOR GYPSUM BOARD

- Mold-Resistant Gypsum Board: ASTM C1396/C1396M. With moisture- and mold-resistant A. core and paper surfaces.
  - Core: 1/2 inch (12.7 mm), regular type. 1.
  - 2. Long Edges: Tapered.
  - Mold Resistance: ASTM D3273, score of 10 as rated in accordance with ASTM D3274. 3.

#### 2.4 JOINT TREATMENT MATERIALS

- General: Comply with ASTM C475/C475M. A.
- B. Joint Tape:
  - 1. Interior Gypsum Board: Paper.
- C. Joint Compound for Interior Gypsum Board: For each coat, use formulation that is compatible with other compounds applied on previous or for successive coats.
  - 1. Prefilling: At open joints and damaged surface areas, use setting-type taping compound.
  - Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and 2. trim flanges, use setting-type taping compound.
  - 3. Fill Coat: For second coat, use setting-type, sandable topping compound.
  - Finish Coat: For third coat, use drying-type, all-purpose compound. 4.

#### 2.5 **AUXILIARY MATERIALS**

- Provide auxiliary materials that comply with referenced installation standards and A. manufacturer's written instructions.
- B. Laminating Adhesive: Adhesive or joint compound recommended for directly adhering gypsum panels to continuous substrate.
- C. Steel Drill Screws: ASTM C1002 unless otherwise indicated.
  - 1. Use screws complying with ASTM C954 for fastening panels to steel members from 0.033 to 0.112 inch (0.84 to 2.84 mm) thick.

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### PART 3 - EXECUTION

# 3.1 EXAMINATION

- A. Examine areas and substrates including welded hollow-metal frames and support framing, with Installer present, for compliance with requirements and other conditions affecting performance of the Work.
- B. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

# 3.2 INSTALLATION AND FINISHING OF PANELS, GENERAL

- A. Comply with ASTM C840.
- B. Install ceiling panels across framing to minimize the number of abutting end joints and to avoid abutting end joints in central area of each ceiling. Stagger abutting end joints of adjacent panels not less than one framing member.
- C. Install panels with face side out. Butt panels together for a light contact at edges and ends with not more than 1/16 inch (1.5 mm) of open space between panels. Do not force into place.
- D. Locate edge and end joints over supports, except in ceiling applications where intermediate supports or gypsum board back-blocking is provided behind end joints. Do not place tapered edges against cut edges or ends. Stagger vertical joints on opposite sides of partitions. Do not make joints other than control joints at corners of framed openings.
- E. Form control and expansion joints with space between edges of adjoining gypsum panels.
- F. Cover both faces of support framing with gypsum panels in concealed spaces (above ceilings, etc.), except in chases braced internally.
  - 1. Unless concealed application is indicated or required for sound, fire, air, or smoke ratings, coverage may be accomplished with scraps of not less than 8 sq. ft. (0.7 sq. m) in area.
  - 2. Fit gypsum panels around ducts, pipes, and conduits.
  - 3. Where partitions intersect structural members projecting below underside of floor/roof slabs and decks, cut gypsum panels to fit profile formed by structural members; allow 1/4- to 3/8-inch- (6.4- to 9.5-mm-) wide joints to install sealant.
- G. Attachment to Steel Framing: Attach panels so leading edge or end of each panel is attached to open (unsupported) edges of stud flanges first.

# 3.3 INSTALLATION OF INTERIOR GYPSUM BOARD

A. Install interior gypsum board in the following locations:

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1. Mold-Resistant Type: As indicated on Drawings

#### B. Single-Layer Application:

- On partitions/walls, apply gypsum panels horizontally (perpendicular to framing) unless otherwise indicated or required by fire-resistance-rated assembly, and minimize end joints.
  - Stagger abutting end joints not less than one framing member in alternate courses a. of panels.
- 2. Fastening Methods: Apply gypsum panels to supports with steel drill screws.

#### C. **Curved Surfaces:**

1. Install panels horizontally (perpendicular to supports) and unbroken, to extent possible, across curved surface plus 12-inch- (300-mm-) long straight sections at ends of curves and tangent to them.

#### 3.4 FINISHING OF GYPSUM BOARD

- General: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, A. fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.
- B. Prefill open joints and damaged surface areas.
- C. Apply joint tape over gypsum board joints, except for trim products specifically indicated as not intended to receive tape.

#### 3.5 **PROTECTION**

- Protect adjacent surfaces from drywall compound and promptly remove from floors and other A. non-drywall surfaces. Repair surfaces stained, marred, or otherwise damaged during drywall application.
- Protect installed products from damage from weather, condensation, direct sunlight, B. construction, and other causes during remainder of the construction period.
- C. Remove and replace panels that are wet, moisture damaged, and mold damaged.
  - Indications that panels are wet or moisture damaged include, but are not limited to, 1. discoloration, sagging, or irregular shape.
  - 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

END OF SECTION 092900

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# SECTION 095123 - ACOUSTICAL TILE CEILINGS

# PART 1 - GENERAL

# 1.1 SUMMARY

### A. Section Includes:

- 1. Acoustical tiles.
- 2. Metal suspension system.
- 3. Accessories.
- 4. Metal edge moldings and trim.
- B. Products furnished, but not installed under this Section, include anchors, clips, and other ceiling attachment devices to be cast in concrete.

# 1.2 ACTION SUBMITTALS

# A. Product Data:

- 1. Acoustical tiles.
- 2. Metal suspension system.
- 3. Accessories.
- 4. Metal edge moldings and trim.

# 1.3 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For testing agency.
- B. Product Test Reports: For each acoustical tile ceiling, for tests performed by manufacturer and witnessed by a qualified testing agency.
- C. Evaluation Reports: For each acoustical tile ceiling suspension system, from ICC-ES.

# 1.4 CLOSEOUT SUBMITTALS

A. Maintenance Data: For finishes to include in maintenance manuals.

# 1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  - 1. Acoustical Ceiling Units: Full-size tiles equal to 2 percent of quantity installed.

Specifications

Suspension-System Components: Quantity of each concealed grid and exposed 2. component equal to 2 percent of quantity installed.

#### DELIVERY, STORAGE, AND HANDLING 1.6

- A. Deliver acoustical tiles, suspension-system components, and accessories to Project site and store them in a fully enclosed, conditioned space where they will be protected against damage from moisture, humidity, temperature extremes, direct sunlight, surface contamination, and other causes.
- B. Before installing acoustical tiles, permit them to reach room temperature and a stabilized moisture content.

#### 1.7 FIELD CONDITIONS

Environmental Limitations: Do not install acoustical tile ceilings until spaces are enclosed and A. weathertight, wet-work in spaces is complete and dry, work above ceilings is complete, and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.

# PART 2 - PRODUCTS

#### 2.1 **SOURCE LIMITATIONS**

Source Limitations for Suspended Acoustical Tile Ceiling System: Obtain each type of A. acoustical ceiling tile and its suspension system from single source from single manufacturer.

#### 2.2 PERFORMANCE REQUIREMENTS

- Surface-Burning Characteristics: Comply with ASTM E84; testing by a qualified testing A. agency. Identify products with appropriate markings of applicable testing agency.
  - 1. Flame-Spread Index: Class A in accordance with ASTM E1264.
  - Smoke-Developed Index: 50 or less. 2.

#### 2.3 **ACOUSTICAL TILES**

#### Acceptable Manufacturer's: A.

- 1. **Armstrong World Industries**
- 2. Certainteed (Saint-Gobain)
- USG (United States Gypsum Corporation)
- Acoustical Tile Standard: Provide manufacturer's standard tiles of configuration indicated that B. comply with ASTM E1264 classifications as designated by type, form, pattern, acoustical rating, and light reflectance unless otherwise indicated.

- - 1. Type and Form, Type III: Mineral base with painted finish; Form 1, nodular.
  - 2. Pattern: E (lightly textured).

Classification: Provide tiles as follows:

D. Color: White.

**C**..

- E. Light Reflectance (LR): Not less than 0.80.
- F. Ceiling Attenuation Class (CAC): Not less than 35.
- G. Noise Reduction Coefficient (NRC): Not less than 0.70.
- H. Articulation Class (AC): Not less than 170.
- I. Edge/Joint Detail: Square, kerfed, and rabbeted; tongue and grooved; or butt.
- J. Thickness: 7/8 inch.
- K. Modular Size: 24 by 24 inches.
- L. Antimicrobial Treatment: Manufacturer's standard broad spectrum, antimicrobial formulation that inhibits fungus, mold, mildew, and gram-positive and gram-negative bacteria and showing no mold, mildew, or bacterial growth when tested in accordance with ASTM D3273, ASTM D3274, or ASTM G21 and evaluated in accordance with ASTM D3274 or ASTM G21.

#### 2.4 METAL SUSPENSION SYSTEM

A. Metal Suspension-System Standard: Provide manufacturer's standard, direct-hung, fully concealed, metal suspension system and accessories of type, structural classification, and finish indicated that complies with applicable requirements in ASTM C635/C635M.

#### 2.5 **ACCESSORIES**

- Attachment Devices: Size for five times the design load indicated in ASTM C635/C635M, A. Table 1, "Direct Hung," unless otherwise indicated. Comply with seismic design requirements.
  - 1. Power-Actuated Fasteners in Concrete: Fastener system of type suitable for application indicated, fabricated from corrosion-resistant materials, with clips or other accessory devices for attaching hangers of type indicated, and with capability to sustain, without failure, a load equal to 10 times that imposed by ceiling construction, as determined by testing in accordance with ASTM E1190, conducted by a qualified testing and inspecting agency.
- B. Wire Hangers, Braces, and Ties: Provide wires as follows:
  - 1. Zinc-Coated, Carbon-Steel Wire: ASTM A641/A641M, Class 1 zinc coating, soft temper.
  - 2. Size: Wire diameter sufficient for its stress at three times hanger design load (ASTM C635/C635M, Table 1, "Direct Hung") will be less than yield stress of wire, but not less than 0.106-inch- (2.69-mm-) diameter wire.

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Hanger Rods: Mild steel, zinc coated or protected with rust-inhibitive paint. C.

#### 2.6 METAL EDGE MOLDINGS AND TRIM

- A. Roll-Formed, Sheet-Metal Edge Moldings and Trim: Type and profile indicated or, if not indicated, manufacturer's standard moldings for edges and penetrations complying with seismic design requirements; formed from sheet metal of same material, finish, and color as that used for of suspension-system runners.
  - Finish: Painted white. 1.

# PART 3 - EXECUTION

#### 3.1 **EXAMINATION**

- A. Examine substrates, areas, and conditions, including structural framing and substrates to which acoustical tile ceilings attach or abut, with Installer present, for compliance with requirements specified in this and other Sections that affect ceiling installation and anchorage and for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Examine acoustical tiles before installation. Reject acoustical tiles that are wet, moisture damaged, or mold damaged.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 **PREPARATION**

- Measure each ceiling area and establish layout of acoustical tiles to balance border widths at A. opposite edges of each ceiling. Avoid using less-than-half-width tiles at borders unless otherwise indicated, and comply with layout shown on reflected ceiling plans.
- B. Layout openings for penetrations centered on the penetrating items.

#### 3.3 INSTALLATION OF SUSPENDED ACOUSTICAL TILE CEILINGS

- Install suspended acoustical tile ceilings in accordance with ASTM C636/C636M and A. manufacturer's written instructions.
- B. Suspend ceiling hangers from building's structural members and as follows:
  - 1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structure or of ceiling suspension system.
  - Where width of ducts and other construction within ceiling plenum produces hanger 2. spacings that interfere with location of hangers at spacings required to support standard suspension-system members, install supplemental suspension members and hangers in form of trapezes or equivalent devices.

- 3. Secure wire hangers to ceiling suspension members and to supports above with a minimum of three tight turns. Connect hangers directly to structure or to inserts, eye screws, or other devices that are secure and appropriate for substrate and that will not deteriorate or otherwise fail due to age, corrosion, or elevated temperatures.
- 4. When steel framing does not permit installation of hanger wires at spacing required, install carrying channels or other supplemental support for attachment of hanger wires.
- 5. Do not attach hangers to steel roof deck. Attach hangers to structural members.
- 6. Space hangers not more than 48 inches (1200 mm) o.c. along each member supported directly from hangers unless otherwise indicated; provide hangers not more than 8 inches (200 mm) from ends of each member.
- 7. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced standards.
- C. Install edge moldings and trim of type indicated at perimeter of acoustical ceiling area and where necessary to conceal edges of acoustical tiles.
  - 1. Apply acoustical sealant in a continuous ribbon concealed on back of vertical legs of moldings before they are installed.
  - 2. Screw attach moldings to substrate at intervals not more than 16 inches (400 mm) o.c. and not more than 3 inches (75 mm) from ends. Miter corners accurately and connect securely.
  - 3. Do not use exposed fasteners, including pop rivets, on moldings and trim.
- D. Install suspension-system runners so they are square and securely interlocked with one another. Remove and replace dented, bent, or kinked members.
  - 1. As indicated on reflected ceiling plans.
- E. Install acoustical tiles in coordination with suspension system and exposed moldings and trim. Place splines or suspension-system flanges into kerfed edges of tiles so tile-to-tile joints are interlocked.
  - 1. Fit adjoining tiles to form flush, tight joints. Scribe and cut tiles for accurate fit at borders and around penetrations through ceiling.
  - 2. Hold tile field in compression by inserting leaf-type, spring-steel spacers between tiles and moldings, spaced 12 inches (305 mm) o.c.

# 3.4 ERECTION TOLERANCES

- A. Suspended Ceilings: Install main and cross runners level to a tolerance of 1/8 inch in 12 feet (3 mm in 3.6 m), non-cumulative.
- B. Moldings and Trim: Install moldings and trim to substrate and level with ceiling suspension system to a tolerance of 1/8 inch in 12 feet (3 mm in 3.6 m), non-cumulative.

# 3.5 ADJUSTING

A. Clean exposed surfaces of acoustical tile ceilings, including trim and edge moldings. Comply with manufacturer's written instructions for cleaning and touchup of minor finish damage.

B. Remove and replace tiles and other ceiling components that cannot be successfully cleaned and repaired to permanently eliminate evidence of damage.

END OF SECTION 095123

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### SECTION 096513 - RESILIENT BASE AND ACCESSORIES

# PART 1 - GENERAL

# 1.1 RELATED DOCUMENTS

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

# 1.2 SUMMARY

- A. Section Includes:
  - 1. Vinyl base.

# 1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

# 1.4 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  - 1. Furnish not less than 10 linear feet (3 linear m) for every 500 linear feet (150 linear m) or fraction thereof, of each type, color, pattern, and size of resilient product installed.

# 1.5 DELIVERY, STORAGE, AND HANDLING

A. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 deg F (10 deg C) or more than 90 deg F (32 deg C).

# 1.6 FIELD CONDITIONS

- A. Maintain ambient temperatures within range recommended by manufacturer, but not less than 70 deg F (21 deg C) or more than 95 deg F (35 deg C), in spaces to receive resilient products during the following periods:
  - 1. 48 hours before installation.
  - 2. During installation.
  - 3. 48 hours after installation.

- After installation and until Substantial Completion, maintain ambient temperatures within range recommended by manufacturer, but not less than 55 deg F (13 deg C) or more than 95 deg F (35 deg C).
- C. Install resilient products after other finishing operations, including painting, have been completed.

# PART 2 - PRODUCTS

#### 2.1 VINYL BASE

- A. Product Standard: ASTM F1861, Type TV (vinyl, thermoplastic).
  - 1. Group: I (solid, homogeneous).
  - 2. Style and Location:
    - Style B, Cove: Provide in areas with resilient floor coverings.
- B. Minimum Thickness: 0.125 inch (3.2 mm).
- C. Height: 4 inches (102 mm).
- D. Lengths: Cut lengths 48 inches (1219 mm) long or coils in manufacturer's standard length.
- E. Outside Corners: Preformed.
- F. Inside Corners: Preformed.
- G. Colors and Patterns: As indicated on the drawings.

#### 2.2 **INSTALLATION MATERIALS**

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland-cement-based or blended hydraulic-cement-based formulation provided or approved by resilient-product manufacturer for applications indicated.
- Adhesives: Water-resistant type recommended by resilient-product manufacturer for resilient B. products and substrate conditions indicated.

# PART 3 - EXECUTION

#### 3.1 **EXAMINATION**

Examine substrates, with Installer present, for compliance with requirements for maximum A. moisture content and other conditions affecting performance of the Work.

- 1. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.
  - 1. Installation of resilient products indicates acceptance of surfaces and conditions.

# 3.2 PREPARATION

- A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.
- B. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound; remove bumps and ridges to produce a uniform and smooth substrate.
- C. Do not install resilient products until materials are the same temperature as space where they are to be installed.
  - 1. At least 48 hours in advance of installation, move resilient products and installation materials into spaces where they will be installed.
- D. Immediately before installation, sweep and vacuum clean substrates to be covered by resilient products.

# 3.3 RESILIENT BASE INSTALLATION

- A. Comply with manufacturer's written instructions for installing resilient base.
- B. Apply resilient base to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.
- C. Install resilient base in lengths as long as practical without gaps at seams and with tops of adjacent pieces aligned.
- D. Tightly adhere resilient base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.
- E. Do not stretch resilient base during installation.
- F. On masonry surfaces or other similar irregular substrates, fill voids along top edge of resilient base with manufacturer's recommended adhesive filler material.
- G. Preformed Corners: Install preformed corners before installing straight pieces.

# 3.4 CLEANING AND PROTECTION

A. Comply with manufacturer's written instructions for cleaning and protecting resilient products.

- B. Perform the following operations immediately after completing resilient-product installation:
  - 1. Remove adhesive and other blemishes from surfaces.
  - 2. Sweep and vacuum horizontal surfaces thoroughly.
  - 3. Damp-mop horizontal surfaces to remove marks and soil.
- C. Protect resilient products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.
- D. Cover resilient products subject to wear and foot traffic until Substantial Completion.

END OF SECTION 096513

### SECTION 096723 - RESINOUS FLOORING

# PART 1 - GENERAL

# 1.1 RELATED DOCUMENTS

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

# 1.2 SUMMARY

- A. Section Includes:
  - 1. Resinous flooring.

# 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include manufacturer's technical data, installation instructions, and recommendations for each resinous flooring component required.

# 1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Material Certificates: For each resinous flooring component.
- C. Material Test Reports: For each resinous flooring system, by a qualified testing agency.
- D. Field quality-control reports.

# 1.5 CLOSEOUT SUBMITTALS

A. Maintenance Data: For resinous flooring to include in maintenance manuals.

# 1.6 QUALITY ASSURANCE

- A. Installer Qualifications: An authorized representative who is trained and approved by manufacturer.
  - 1. Engage an installer who is certified in writing by resinous flooring manufacturer as qualified to apply resinous flooring systems indicated.

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# 1.7 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials in original packages and containers, with seals unbroken, bearing manufacturer's labels indicating brand name and directions for storage and mixing with other components.

### 1.8 FIELD CONDITIONS

- A. Environmental Limitations: Comply with resinous flooring manufacturer's written instructions for substrate temperature, ambient temperature, moisture, ventilation, and other conditions affecting resinous flooring installation.
- B. Close spaces to traffic during resinous flooring installation and for 24 hours after installation unless manufacturer recommends a longer period.

# PART 2 - PRODUCTS

# 2.1 RESINOUS FLOORING

- A. Resinous Flooring System: Abrasion-, impact-, and chemical-resistant, aggregate-filled, resinbased monolithic floor surfacing designed to produce a seamless floor.
- B. Source Limitations: Obtain primary resinous flooring materials, including primers, resins, hardening agents, grouting coats, and topcoats, from single source from single manufacturer. Obtain secondary materials, including patching and fill material, joint sealant, and repair materials, of type and from manufacturer recommended in writing by manufacturer of primary materials.

# C. System Characteristics:

- 1. Color and Pattern: As selected by Architect from manufacturer's full range.
- 2. Wearing Surface: Textured for slip resistance.
- 3. Overall System Thickness: 1/8 inch.
- D. System Physical Properties: Provide resinous flooring system with the following minimum physical property requirements when tested in accordance with test methods indicated:
  - 1. Compressive Strength: 12,000 psi minimum in accordance with ASTM C579.
  - 2. Tensile Strength: 2,800 psi minimum in accordance with ASTM C307.
  - 3. Flexural Modulus of Elasticity: 6,100 psi minimum in accordance with ASTM C580.
  - 4. Water Absorption: 0.01 grams percent maximum in accordance with ASTM C413.
  - 5. Shrinkage: 0.0042 percent maximum in accordance with ASTM C531.
  - 6. Impact Resistance: No chipping, cracking, or delamination and not more than 1/16-inch (1.6-mm) permanent indentation in accordance with MIL-D-3134J.
  - 7. Resistance to Elevated Temperature: No slip or flow of more than 1/16 inch (1.6 mm) in accordance with MIL-D-3134J.
  - 8. Abrasion Resistance: 73.0 mg maximum weight loss in accordance with ASTM D4060.
  - 9. Hardness: not less than 87, Shore D in accordance with ASTM D2240.

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- System Chemical Resistance: Test specimens of cured resinous flooring system are unaffected when tested in accordance with ASTM D1308 for 50 percent immersion in the following reagents for no fewer than seven days:
- F. Primer: Type recommended in writing by resinous flooring manufacturer for substrate and resinous flooring system indicated.
  - 1. **Products:** 
    - Tnemec Series 237 Power-Tread or approved equal. a.
  - 2. Formulation Description: 100 percent solids.
- G. **Body Coats:** 
  - 1. **Products:** 
    - Tnemec Series 237 Power-Tread or approved equal.
  - 2. Resin: Epoxy.
  - Formulation Description: 100 percent solids. 3.
  - 4. Type: Pigmented.
  - Installation Method: Self-leveling slurry with broadcast aggregates. 5.
  - Number of Coats: Two. 6.
  - 7. Thickness of Coats: 1/16 inch (1.6 mm).
  - Aggregates: Manufacturer's standard. 8.
- H. Topcoats: Sealing or finish coats.
  - 1. **Products:** 
    - Tnemec Series 248 Everthane or approved equal. a.
  - 2. Resin: Urethane.
  - Formulation Description: High solids. 3.
  - Type: Clear. 4.
  - Number of Coats: One. 5.
  - Thickness of Coats: 1/16 inch (1.6 mm). 6.
  - 7. Finish: Gloss.

# PART 3 - EXECUTION

#### 3.1 **EXAMINATION**

Examine substrates, with Installer present, for compliance with requirements for maximum A. moisture content and other conditions affecting performance of the Work.

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- Verify that finishes of substrates comply with tolerances and other requirements specified 1. in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resinous flooring systems.
- Proceed with installation only after unsatisfactory conditions have been corrected. B.

#### 3.2 **PREPARATION**

- Prepare and clean substrates in accordance with resinous flooring manufacturer's written A. instructions for substrate indicated to ensure adhesion.
- Concrete Substrates: Provide sound concrete surfaces free of laitance, glaze, efflorescence, B. curing compounds, form-release agents, dust, dirt, grease, oil, and other contaminants incompatible with resinous flooring.
  - 1. Roughen concrete substrates as follows:
    - Shot-blast surfaces with an apparatus that abrades the concrete surface, contains a. the dispensed shot within the apparatus, and recirculates the shot by vacuum pickup.
  - 2. Repair damaged and deteriorated concrete in accordance with resinous flooring manufacturer's written instructions.
  - 3. Moisture Testing: Perform tests so that each test area does not exceed 200 sq. ft. (18.6 sq. m), and perform no fewer than three tests in each installation area and with test areas evenly spaced in installation areas.
    - Relative Humidity Test: Using in-situ probes, ASTM F2170. Proceed with installation only after substrates have a maximum 75 percent relative humidity level measurement.
  - 4. Alkalinity and Adhesion Testing: Perform tests recommended in writing by resinous flooring manufacturer. Proceed with installation only after substrate alkalinity is not less than 6 or more than 8 pH unless otherwise recommended in writing by flooring manufacturer.
- C. Patching and Filling: Use patching and fill material to fill holes and depressions in substrates in accordance with manufacturer's written instructions
  - 1. Control Joint Treatment: Treat control joints and other nonmoving substrate cracks to prevent cracks from reflecting through resinous flooring in accordance with manufacturer's written instructions.
- D. Resinous Materials: Mix components and prepare materials in accordance with resinous flooring manufacturer's written instructions.

#### 3.3 **INSTALLATION**

Apply components of resinous flooring system in accordance with manufacturer's written A. instructions to produce a uniform, monolithic wearing surface of thickness specified.

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- 1. Coordinate installation of components to provide optimum adhesion of resinous flooring system to substrate, and optimum intercoat adhesion.
- 2. Cure resinous flooring components in accordance with manufacturer's written instructions. Prevent contamination during installation and curing processes.
- 3. Expansion and Isolation Joint Treatment: At substrate expansion and isolation joints, comply with resinous flooring manufacturer's written instructions.
- B. Primer: Apply primer over prepared substrate at spreading rate recommended in writing by manufacturer.
- C. Self-Leveling Body Coats: Apply self-leveling slurry body coats in thickness specified for flooring system.
  - 1. Aggregates: Broadcast aggregates at rate recommended in writing by manufacturer. After resin is cured, remove excess aggregates to provide surface texture indicated.
- D. Topcoats: Apply topcoats in number indicated for flooring system specified, at spreading rates recommended in writing by manufacturer, and to produce wearing surface specified.

# 3.4 FIELD QUALITY CONTROL

- A. Material Sampling: Owner may, at any time and any number of times during resinous flooring installation, require material samples for testing for compliance with requirements.
  - 1. Owner will engage an independent testing agency to take samples of materials being used. Material samples will be taken, identified, sealed, and certified in presence of Contractor.
  - 2. Testing agency will test samples for compliance with requirements, using applicable referenced testing procedures or, if not referenced, using testing procedures listed in manufacturer's product data.
  - 3. If test results show applied materials do not comply with specified requirements, pay for testing, remove noncomplying materials, prepare surfaces coated with unacceptable materials, and reinstall flooring materials to comply with requirements.

# 3.5 PROTECTION

A. Protect resinous flooring from damage and wear during the remainder of construction period. Use protective methods and materials, including temporary covering, recommended in writing by resinous flooring manufacturer.

END OF SECTION 096723

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### SECTION 099113 - EXTERIOR PAINTING

# PART 1 - GENERAL

# 1.1 RELATED DOCUMENTS

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

# 1.2 SUMMARY

- A. Section Includes:
  - 1. Primers.
  - 2. Finish coatings.

# 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include preparation requirements and application instructions.
  - 2. Indicate VOC content.
- B. Samples for Verification: For each type of paint system and each color and gloss of topcoat.
  - 1. Submit Samples on rigid backing, 4 inches square.
  - 2. Apply coats on Samples in steps to show each coat required for system.
  - 3. Label each coat of each Sample.
  - 4. Label each Sample for location and application area.
- C. Product Schedule: Use same designations indicated on Drawings and in the Exterior Painting Schedule to cross-reference paint systems specified in this Section. Include color designations.

# 1.4 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  - 1. Paint Products: 5 percent, but not less than 1 gal. (3.8 L) of each material and color applied.

# 1.5 DELIVERY, STORAGE, AND HANDLING

A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F (7 deg C).

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- Maintain containers in clean condition, free of foreign materials and residue. 1.
- 2. Remove rags and waste from storage areas daily.

#### 1.6 FIELD CONDITIONS

- Apply paints only when temperature of surfaces to be painted and ambient air temperatures are A. between 50 and 95 deg F (10 and 35 deg C).
- B. Do not apply paints in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.

# PART 2 - PRODUCTS

#### 2.1 **MANUFACTURERS**

- A. <u>Please</u> select products from one of the following manufacturers:
  - Sherwin-Williams Company (The)
  - Benjamin Moore & Co.
  - Behr Paint Company
  - PPG Industries, Inc.
- B. Source Limitations: Obtain each paint product from single source from single manufacturer.

#### 2.2 PAINT PRODUCTS, GENERAL

- Material Compatibility: A.
  - Provide materials for use within each paint system that are compatible with one another 1. 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 topcoat manufacturer for use in paint system and on substrate indicated.
- Colors: As indicated in the finish materials schedule. B.
  - 1. **10** percent of surface area will be painted with deep tones.

#### 2.3 **PRIMERS**

Water-Based, Rust-Inhibitive Primer: Corrosion-resistant, water-based-emulsion primer A. formulated for resistance to flash rusting when applied to cleaned, exterior ferrous metals subject to mildly corrosive environments.

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# 2.4 FINISH COATINGS

- A. Exterior, Water-Based, Light Industrial Coating, Semigloss: Corrosion-resistant, water-based, pigmented, emulsion coating formulated for resistance to blocking (sticking of two painted surfaces), water, alkalis, moderate abrasion, and mild chemical exposure and for use on exterior, primed, wood and metal surfaces.
  - 1. Gloss Level: Manufacturer's standard semigloss finish.

# PART 3 - EXECUTION

# 3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Verify suitability of substrates, including surface conditions and compatibility, with finishes and primers.
- C. Proceed with coating application only after unsatisfactory conditions have been corrected.
  - 1. Application of coating indicates acceptance of surfaces and conditions.

# 3.2 PREPARATION

- A. Comply with manufacturer's written instructions applicable to substrates and paint systems indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
  - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection.
- 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 specified in this Section.
- D. Steel Substrates: Remove rust, loose mill scale, and shop primer if any. Clean using methods recommended in writing by paint manufacturer.

# 3.3 INSTALLATION

- A. Apply paints in accordance with manufacturer's written instructions.
  - 1. Use applicators and techniques suited for paint and substrate indicated.

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- 2. Paint surfaces behind movable items same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed items with prime coat only.
- 3. Paint **both sides** and edges of exterior doors and entire exposed surface of exterior door frames.
- 4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
- 5. Primers specified in the Exterior Painting Schedule may be omitted on items that are factory primed or factory finished if compatible with intermediate and topcoat coatings and acceptable to intermediate and topcoat paint manufacturers.
- B. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- C. 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.

# 3.4 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 instructions, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written instructions.

# 3.5 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
  - 1. Do not clean equipment with free-draining water and prevent solvents, thinners, cleaners, and other contaminants from entering into waterways, sanitary and storm drain systems, and ground.
  - 2. Dispose of contaminants in accordance with requirements of authorities having jurisdiction.
  - 3. Allow empty paint cans to dry before disposal.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

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# 3.6 EXTERIOR PAINTING SCHEDULE

# A. Steel Substrates:

- 1. Water-Based, Light Industrial Coating System:
  - a. Prime Coat: Water Based Rust-Inhibitive.
  - b. Intermediate Coat: Matching topcoat.
  - c. Topcoat: Exterior, water-based, light industrial coating, **semigloss**.

END OF SECTION 099113

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#### SECTION 099123 - INTERIOR PAINTING

### PART 1 - GENERAL

# 1.1 RELATED DOCUMENTS

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

# 1.2 SUMMARY

- A. Section Includes:
  - 1. Primers.
  - 2. Water-based finish coatings.

### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
  - 1. Include preparation requirements and application instructions.
  - 2. Indicate VOC content.
- B. Product Schedule: Use same designations indicated on Drawings and in the Interior Painting Schedule to cross-reference paint systems specified in this Section. Include color designations.

### 1.4 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  - 1. Paint Products: 5 percent, but not less than 1 gal. (3.8 L) of each material and color applied.

### 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F (7 deg C).
  - 1. Maintain containers in clean condition, free of foreign materials and residue.
  - 2. Remove rags and waste from storage areas daily.

### 1.6 FIELD CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F (10 and 35 deg C).
- B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures of less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.

### PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

A. Source Limitations: Obtain each paint product from single source from single manufacturer.

# 2.2 PAINT PRODUCTS, GENERAL

- A. Material Compatibility:
  - 1. Materials for use within each paint system shall be compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
  - 2. For each coat in a paint system, products shall be recommended in writing by topcoat manufacturers for use in paint system and on substrate indicated.
- B. Colors: As selected by Architect from manufacturer's full range.
  - 1. Ten percent of surface area will be painted with deep tones.

### 2.3 PRIMERS

- A. Interior/Exterior Latex Block Filler: Water-based, high-solids, emulsion coating formulated to bridge and fill porous surfaces of exterior concrete masonry units in preparation for specified subsequent coatings.
- B. Alkali-Resistant, Water-Based Primer: Water-based primer formulated for use on alkaline surfaces, such as plaster, vertical concrete, and masonry.

# 2.4 WATER-BASED FINISH COATS

- A. Interior, Latex, Semigloss: Pigmented, water-based paint for use on primed/sealed interior plaster and gypsum board, and on primed wood and metals.
  - 1. Gloss Level: Manufacturer's standard semigloss finish.

#### PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
  - 1. Masonry (Clay and CMUs): 12 percent.
- C. Proceed with coating application only after unsatisfactory conditions have been corrected.
  - 1. Application of coating indicates acceptance of surfaces and conditions.

### 3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations applicable to substrates and paint systems indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
  - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
- C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
  - 1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.
- D. Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces or mortar joints exceeds that permitted in manufacturer's written instructions.
- E. Steel Substrates: Remove rust, loose mill scale, and shop primer, if any. Clean using methods recommended in writing by paint manufacturer. Usually retain one of first two subparagraphs below. SSPC-SP 2 and SSPC-SP 3 remove loose rust, mill scale, and paint. Retain "Shop-Primed Steel Substrates" Paragraph below if primers are shop applied and are not removed in the field.
- F. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.

### 3.3 INSTALLATION

- A. Apply paints according to manufacturer's written instructions.
  - 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. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- C. 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.

# 3.4 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.

### 3.5 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
  - 1. Do not clean equipment with free-draining water and prevent solvents, thinners, cleaners, and other contaminants from entering into waterways, sanitary and storm drain systems, and ground.
  - 2. Dispose of contaminants in accordance with requirements of authorities having iurisdiction.
  - 3. Allow empty paint cans to dry before disposal.
  - 4. Collect waste paint by type and deliver to recycling or collection facility.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.

C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.

D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

END OF SECTION 099123

### SECTION 102800 - TOILET, BATH, AND LAUNDRY ACCESSORIES

### PART 1 - GENERAL

# 1.1 SUMMARY

#### A. Section Includes:

- 1. Public-use washroom accessories.
- 2. Underlayatory guards.

# 1.2 COORDINATION

- A. Coordinate accessory locations with other work to prevent interference with clearances required for access by people with disabilities, and for proper installation, adjustment, operation, cleaning, and servicing of accessories.
- B. Deliver inserts and anchoring devices set into concrete or masonry as required to prevent delaying the Work.

### 1.3 ACTION SUBMITTALS

# A. Product Data:

- 1. Public-use washroom accessories.
- 2. Underlayatory guards.
- B. Product Data Submittals: For each product.
  - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
  - 2. Include anchoring and mounting requirements, including requirements for cutouts in other work and substrate preparation.

# 1.4 INFORMATIONAL SUBMITTALS

A. Sample Warranty: For manufacturer's special warranties.

# 1.5 CLOSEOUT SUBMITTALS

A. Maintenance Data: For accessories to include in maintenance manuals.

### PART 2 - PRODUCTS

# 2.1 PERFORMANCE REQUIREMENTS

- A. Structural Performance: Design accessories and fasteners to comply with the following requirements:
  - 1. Grab Bars: Installed units are able to resist 250 lbf (1112 N) concentrated load applied in any direction and at any point.

### 2.2 PUBLIC-USE WASHROOM ACCESSORIES

- A. Source Limitations: Obtain each type of public-use washroom accessory from single source from single manufacturer.
- B. Toilet Tissue (Roll) Dispenser:
  - 1. Description: Double-roll dispenser.
  - 2. Mounting: Surface mounted.
  - 3. Operation: Noncontrol delivery with standard spindle.
  - 4. Capacity: Designed for 4-1/2- or 5-inch- (114- or 127-mm-) diameter tissue rolls.
  - 5. Material and Finish: Stainless steel, ASTM A480/A480M No. 4 finish (satin).

# C. Automatic Paper Towel (Roll) Dispenser:

- 1. Description: Automatic motion-sensing mechanism with user-adjustable delay and paper towel length; battery powered.
- 2. Mounting: Surface mounted.
- 3. Minimum Capacity: 8-inch- (203-mm-) wide, 800-foot- (244-m-) long roll.
- 4. Material and Finish: Stainless steel, ASTM A480/A480M No. 4 finish (satin).
- 5. Lockset: Tumbler type.

# D. Automatic Soap Dispenser:

- 1. Description: Automatic dispenser with infrared sensor to detect presence of hands; battery powered; designed for dispensing soap in liquid or lotion form.
- 2. Mounting: Surface mounted.
- 3. Capacity: 24 ounces (700 ml).
- 4. Refill Indicator: LED indicator.
- 5. Low-Battery Indicator: LED indicator.

#### E. Grab Bar:

- 1. Mounting: Flanges with concealed fasteners.
- 2. Material: Stainless steel, 0.05 inch (1.3 mm) thick.
  - a. Finish: Smooth, ASTM A480/A480M No. 4 finish (satin) on ends and slip-resistant texture in grip area.
- 3. OD: 1-1/2 inches (38 mm).
- 4. Configuration and Length: As indicated on Drawings.

# F. Mirror Unit:

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1.

- Frame: Stainless steel, fixed tilt.
- 2. Size: As indicated on Drawings.
- 3. Hangers: Manufacturer's standard rigid, tamper and theft resistant.

Corners: Manufacturer's standard.

#### 2.3 UNDERLAVATORY GUARDS

#### **Underlayatory Guard:** A.

- Description: Insulating pipe covering for supply and drain piping assemblies that prevents direct contact with and burns from piping; allow service access without removing coverings.
- Material and Finish: Antimicrobial, molded plastic, white. 2.

#### 2.4 **MATERIALS**

- Stainless Steel: ASTM A240/A240M or ASTM A666, Type 304, 0.031-inch- (0.8-mm-) A. minimum nominal thickness unless otherwise indicated.
- B. Fasteners: Screws, bolts, and other devices of same material as accessory unit, unless otherwise recommended by manufacturer or specified in this Section, and tamper and theft resistant where exposed, and of stainless or galvanized steel where concealed.
- **C**.. Mirrors: ASTM C1503, Mirror Glazing Quality, clear-glass mirrors, nominal 6.0 mm thick.

#### 2.5 **FABRICATION**

- A. General: Fabricate units with tight seams and joints, and exposed edges rolled. Hang doors and access panels with full-length, continuous hinges. Equip units for concealed anchorage and with corrosion-resistant backing plates.
- Keys: Provide universal keys for internal access to accessories for servicing and resupplying. B. Provide minimum of six keys to Owner's representative.

### PART 3 - EXECUTION

#### 3.1 **INSTALLATION**

- A. Install accessories in accordance with manufacturers' written instructions, using fasteners appropriate to substrate indicated and recommended by unit manufacturer. Install units level, plumb, and firmly anchored in locations and at heights indicated.
  - 1. Remove temporary labels and protective coatings.
- B. Grab Bars: Install to comply with specified structural-performance requirements.

# 3.2 ADJUSTING AND CLEANING

- A. Adjust accessories for unencumbered, smooth operation. Replace damaged or defective items.
- B. Clean and polish exposed surfaces in accordance with manufacturer's written instructions.

END OF SECTION 102800

#### SECTION 104416 - FIRE EXTINGUISHERS

### PART 1 - GENERAL

# 1.1 SUMMARY

A. Section includes portable, hand-carried fire extinguishers and mounting brackets for fire extinguishers.

# 1.2 ACTION SUBMITTALS

A. Product Data: For each type of product. Include rating and classification, material descriptions, dimensions of individual components and profiles, and finishes for fire extinguisher and mounting brackets.

### 1.3 INFORMATIONAL SUBMITTALS

A. Warranty: Sample of special warranty.

### 1.4 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For fire extinguishers to include in maintenance manuals.

### 1.5 COORDINATION

A. Coordinate type and capacity of fire extinguishers with fire-protection cabinets to ensure fit and function.

# 1.6 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace fire extinguishers that fail in materials or workmanship within specified warranty period.
  - 1. Failures include, but are not limited to, the following:
    - a. Failure of hydrostatic test according to NFPA 10 when testing interval required by NFPA 10 is within the warranty period.
    - b. Faulty operation of valves or release levers.
  - 2. Warranty Period: Six years from date of Substantial Completion.

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# PART 2 - PRODUCTS

# 2.1 PERFORMANCE REQUIREMENTS

A. NFPA Compliance: Fabricate and label fire extinguishers to comply with NFPA 10, "Portable Fire Extinguishers."

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- B. Fire Extinguishers: Listed and labeled for type, rating, and classification by an independent testing agency acceptable to authorities having jurisdiction.
  - 1. Provide fire extinguishers approved, listed, and labeled by FM Global.

# 2.2 PORTABLE, HAND-CARRIED FIRE EXTINGUISHERS

- A. Fire Extinguishers: Type, size, and capacity for each mounting bracket indicated.
  - 1. Source Limitations: Obtain fire extinguishers, fire-protection cabinets, and accessories, from single source from single manufacturer.
  - 2. Valves: Manufacturer's standard.
  - 3. Handles and Levers: Manufacturer's standard.
  - 4. Instruction Labels: Include pictorial marking system complying with NFPA 10, Appendix B.
- B. Multipurpose Dry-Chemical Type in Steel Container: UL-rated 4-A:60-B:C, 10-lb (4.5-kg) nominal capacity, with monoammonium phosphate-based dry chemical in enameled-steel container.

# 2.3 MOUNTING BRACKETS

- A. Mounting Brackets: Manufacturer's standard steel, designed to secure fire extinguisher to wall or structure, of sizes required for types and capacities of fire extinguishers indicated, with plated or red baked-enamel finish.
  - 1. Source Limitations: Obtain mounting brackets and fire extinguishers from single source from single manufacturer.
- B. Identification: Lettering complying with authorities having jurisdiction for letter style, size, spacing, and location. Locate as indicated by Architect.
  - 1. Identify bracket-mounted fire extinguishers with the words "FIRE EXTINGUISHER" in red letter decals applied to mounting surface.
    - a. Orientation: Vertical.

### PART 3 - EXECUTION

### 3.1 EXAMINATION

A. Examine fire extinguishers for proper charging and tagging.

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- 1. Remove and replace damaged, defective, or undercharged fire extinguishers.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

# 3.2 INSTALLATION

- A. General: Install fire extinguishers and mounting brackets in locations indicated and in compliance with requirements of authorities having jurisdiction.
- B. Mounting Brackets: Fasten mounting brackets to surfaces, square and plumb, at locations indicated.
  - 1. Mounting Height: Bottom of fire extinguisher shall be a minimum of 18" above finished floor.

END OF SECTION 104416

FIRE EXTINGUISHERS 104416 - 3

#### SECTION 105113 - METAL LOCKERS

### PART 1 - GENERAL

# 1.1 SUMMARY

- A. Section Includes:
  - 1. Knocked-down corridor lockers.

# 1.2 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 type of metal locker.
- B. Shop Drawings: For metal lockers.
  - 1. Include plans, elevations, sections, and attachment details.
  - 2. Show locker trim and accessories.
- C. Samples: For each color specified, in manufacturer's standard size.
- D. Samples for Initial Selection: Manufacturer's color charts showing the full range of colors available.
- E. Product Schedule: For lockers.

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Sample Warranty: For special warranty.

### 1.4 CLOSEOUT SUBMITTALS

A. Maintenance Data: For adjusting, repairing, and replacing locker doors and latching mechanisms to include in maintenance manuals.

### 1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

- The following metal locker hardware items equal to 10 percent of amount installed for 1. each type and finish installed, but no fewer than five units:
  - Locks. a.
  - Blank identification plates. b.
  - Hooks. c.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- Do not deliver metal lockers until spaces to receive them are clean, dry, and ready for their A. installation.
- B. Deliver master and control keys to Owner by registered mail or overnight package service.

#### FIELD CONDITIONS 1.7

Field Measurements: Verify actual dimensions of recessed openings by field measurements A. before fabrication.

#### **COORDINATION** 1.8

Coordinate sizes and locations of framing, blocking, furring, reinforcements, and other related A. units of work specified in other Sections to ensure that metal lockers can be supported and installed as indicated.

#### 1.9 WARRANTY

- Special Warranty: Manufacturer agrees to repair or replace components of metal lockers that A. fail in materials or workmanship, excluding finish, within specified warranty period.
  - 1. Failures include, but are not limited to, the following:
    - Structural failures. a.
    - Faulty operation of latches and other door hardware. b.
  - 2. Damage from deliberate destruction and vandalism is excluded.
  - Warranty Period for Knocked-Down Metal Lockers: Two years from date of Substantial 3. Completion.

# PART 2 - PRODUCTS

#### 2.1 **MANUFACTURERS**

A. Source Limitations: Obtain metal lockers and accessories from single source from single locker manufacturer.

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1. Obtain locks from single lock manufacturer.

# 2.2 PERFORMANCE REQUIREMENTS

A. Accessibility Standard: For lockers indicated to be accessible, comply with applicable provisions in the USDOJ's "2010 ADA Standards for Accessible Design".

### 2.3 KNOCKED-DOWN CORRIDOR LOCKERS

- A. Doors: One piece; fabricated from 0.060-inch (1.52-mm) nominal-thickness steel sheet; formed into channel shape with double bend at vertical edges and with right-angle single bend at horizontal edges.
  - 1. Doors less than 12 inches (305 mm) wide may be fabricated from 0.048-inch (1.21-mm) nominal-thickness steel sheet.
  - 2. Reinforcement: Manufacturer's standard reinforcing angles, channels, or stiffeners for doors more than 15 inches (381 mm) wide; welded to inner face of doors.
  - 3. Stiffeners: Manufacturer's standard full-height stiffener fabricated from 0.048-inch (1.21-mm) nominal-thickness steel sheet; welded to inner face of doors.
  - 4. Door Style: Vented panel as follows:
    - a. Security Vents: Manufacturer's standard, stamped horizontal or vertical.
- B. Body: Assembled by riveting or bolting body components together. Fabricate from unperforated steel sheet with thicknesses as follows:
  - 1. Tops, Bottoms, and Intermediate Dividers: 0.024-inch (0.61-mm) nominal thickness, with single bend at sides.
  - 2. Backs and Sides: 0.024-inch (0.61-mm) nominal thickness, with full-height, double-flanged connections.
  - 3. Shelves: 0.024-inch (0.61-mm) nominal thickness, with double bend at front and single bend at sides and back.
- C. Frames: Channel formed; fabricated from 0.060-inch (1.52-mm) nominal-thickness steel sheet; lapped and factory welded at corners; with top and bottom main frames factory welded into vertical main frames. Form continuous, integral, full-height door strikes on vertical main frames.
  - 1. Cross Frames between Tiers: Channel formed and fabricated from same material as main frames; welded to vertical main frames.
- D. Hinges: Welded to door and attached to door frame with no fewer than two factory-installed rivets per hinge that are completely concealed and tamper resistant when door is closed; fabricated to swing 180 degrees.
  - 1. Hinges: Manufacturer's standard, steel, continuous or knuckle type.
- E. Recessed Door Handle and Latch: Stainless steel cup with integral door pull, recessed so locking device does not protrude beyond door face; pry and vandal resistant.

- 1. Multipoint Latching: Finger-lift latch control designed for use with built-in combination locks, built-in key locks, or padlocks; positive automatic latching and prelocking.
  - a. Latch Hooks: Equip doors 48 inches (1219 mm) and higher with three latch hooks and doors less than 48 inches (1219 mm) high with two latch hooks; fabricated from 0.105-inch (2.66-mm) nominal-thickness steel sheet; welded or riveted to full-height door strikes; with resilient silencer on each latch hook.
  - b. Latching Mechanism: Manufacturer's standard, rattle-free latching mechanism and moving components isolated to prevent metal-to-metal contact, and incorporating a prelocking device that allows locker door to be locked while door is open and then closed without unlocking or damaging lock or latching mechanism.
- F. Door Handle and Latch for Box Lockers: Stainless steel strike plate with integral pull; with steel padlock loop that projects through metal locker door.
- G. Locks: Combination padlocks.
- H. Identification Plates: Manufacturer's standard, etched, embossed, or stamped aluminum plates, with numbers and letters at least 3/8 inch (9 mm) high.
- I. Hooks: Manufacturer's standard ball-pointed hooks, aluminum or steel; zinc plated.
- J. Coat Rods: Manufacturer's standard.
- K. Legs: 6 inches (152 mm) high; formed by extending vertical frame members, or fabricated from 0.075-inch (1.90-mm) nominal-thickness steel sheet; welded to bottom of locker.
  - 1. Closed Front and End Bases: Fabricated from 0.036-inch (0.91-mm) nominal-thickness steel sheet.
- L. Boxed End Panels: Fabricated from 0.060-inch (1.52-mm) nominal-thickness steel sheet.
- M. Finished End Panels: Fabricated from 0.024-inch (0.61-mm) nominal-thickness steel sheet to cover unused penetrations and fasteners, except for perimeter fasteners, at exposed ends of nonrecessed metal lockers; finished to match lockers.
- N. Center Dividers: Fabricated from 0.024-inch (0.61-mm) nominal-thickness steel sheet.
- O. Materials:
  - 1. Cold-Rolled Steel Sheet: ASTM A1008/A1008M, Commercial Steel (CS), Type B, suitable for exposed applications.
- P. Finish: Baked enamel or powder coat.
  - 1. Color: As selected by Architect from manufacturer's full range.

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### 2.4 LOCKS

A. Combination Padlock: Key-controlled, three-number dialing combination locks; capable of five combination changes.

# 2.5 FABRICATION

- A. Fabricate metal lockers square, rigid, without warp, and with metal faces flat and free of dents or distortion. Make exposed metal edges safe to touch and free of sharp edges and burrs.
  - 1. Form body panels, doors, shelves, and accessories from one-piece steel sheet unless otherwise indicated.
  - 2. Provide fasteners, filler plates, supports, clips, and closures as required for complete installation.
- B. Fabricate each metal locker with an individual door and frame; individual top, bottom, and back; and common intermediate uprights separating compartments.
- C. Equipment: Provide each locker with an identification plate and the following equipment:
  - 1. Single-Tier Units: Shelf, one double-prong ceiling hook, and two single-prong wall hooks.
  - 2. Coat Rods: For each compartment of each locker.
- D. Knocked-Down Construction: Fabricate metal lockers by assembling at Project site, using manufacturer's nuts, bolts, screws, or rivets.
- E. Accessible Lockers: Fabricate as follows:
  - 1. Locate bottom shelf no lower than 15 inches (381 mm) above the floor.
  - 2. Where hooks, coat rods, or additional shelves are provided, locate no higher than 48 inches (1219 mm) above the floor.
- F. Boxed End Panels: Fabricated with 1-inch- (25-mm-) wide edge dimension, and designed for concealing fasteners and holes at exposed ends of nonrecessed metal lockers; finished to match lockers.
  - 1. Provide one-piece panels for double-row (back-to-back) locker ends.
- G. Finished End Panels: Fabricated to conceal unused penetrations and fasteners, except for perimeter fasteners, at exposed ends of nonrecessed metal lockers; finished to match lockers.
  - 1. Provide one-piece panels for double-row (back-to-back) locker ends.
- H. Center Dividers: Full-depth, vertical partitions between bottom and shelf; finished to match lockers.

### 2.6 ACCESSORIES

- A. Fasteners: Zinc- or nickel-plated steel, slotless-type, exposed bolt heads; with self-locking nuts or lock washers for nuts on moving parts.
- B. Anchors: Material, type, and size required for secure anchorage to each substrate.
  - 1. Provide nonferrous-metal or hot-dip galvanized anchors and inserts on inside face of exterior walls for corrosion resistance.
  - 2. Provide toothed-steel or lead expansion sleeves for drilled-in-place anchors.

### PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine walls and floors or support bases, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

# 3.2 INSTALLATION

- A. Install lockers level, plumb, and true; shim as required, using concealed shims.
  - 1. Anchor locker runs at ends and at intervals recommended by manufacturer, but not more than 36 inches (910 mm) o.c. Using concealed fasteners, install anchors through backup reinforcing plates, channels, or blocking as required to prevent metal distortion.
  - 2. Anchor single rows of metal lockers to walls near top and bottom of lockers.
  - 3. Anchor back-to-back metal lockers to floor.
- B. Knocked-Down Lockers: Assemble with manufacturer's standard fasteners, with no exposed fasteners on door faces or face frames.

# C. Equipment:

- 1. Attach hooks with at least two fasteners.
- 2. Attach door locks on doors using security-type fasteners.
- 3. Identification Plates: Identify metal lockers with identification indicated on Drawings.
  - a. Attach plates to each locker door, near top, centered, with at least two aluminum rivets.
  - b. Attach plates to upper shelf of each open-front metal locker, centered, with a least two aluminum rivets.
- D. Trim: Fit exposed connections of trim, fillers, and closures accurately together to form tight, hairline joints, with concealed fasteners and splice plates.

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  - Attach recess trim to recessed metal lockers with concealed clips. 1.
  - 2. Attach filler panels with concealed fasteners. Locate filler panels where indicated on Drawings.
  - 3. Attach sloping-top units to metal lockers, with closures at exposed ends.
  - Attach boxed end panels using concealed fasteners to conceal exposed ends of 4. nonrecessed metal lockers.
  - 5. Attach finished end panels using fasteners only at perimeter to conceal exposed ends of nonrecessed metal lockers.

#### 3.3 **ADJUSTING**

Clean, lubricate, and adjust hardware. Adjust doors and latches to operate easily without A. binding.

#### 3.4 **PROTECTION**

- Protect metal lockers from damage, abuse, dust, dirt, stain, or paint. Do not permit use during A. construction.
- B. Touch up marred finishes, or replace metal lockers that cannot be restored to factory-finished appearance. Use only materials and procedures recommended or furnished by locker manufacturer.

END OF SECTION 105113

### SECTION 107313 - AWNINGS

### PART 1 - GENERAL

# 1.1 SUMMARY

- A. Section Includes:
  - 1. Fixed awnings.

### 1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include styles, material descriptions, construction details, fabrication details, dimensions of individual components and profiles, hardware, fittings, mounting accessories, features, and finishes for awnings.
- B. Delegated Design Shop Drawings:
  - 1. Include stamped plans, elevations, sections, mounting heights, and attachment details.
  - 2. Detail fabrication and assembly of awnings
  - 3. Show locations for blocking, reinforcement, and supplementary structural support.
- C. Product Schedule: For awnings. Use same designations indicated on Drawings.

### 1.3 INFORMATIONAL SUBMITTALS

- A. Welding certificates.
- B. Sample Warranty: For special warranty.

### 1.4 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For awnings to include in operation and maintenance manuals.

# 1.5 QUALITY ASSURANCE

- A. Fabricator Qualifications: Shop that employs skilled workers who custom fabricate products similar to those required for this Project and whose products have a record of successful inservice performance.
- B. Welding Qualifications: Qualify procedures and personnel according to the following:
  - 1. AWS D1.2/D1.2M, "Structural Welding Code Aluminum."

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### 1.6 WARRANTY

- A. Special Warranty: Manufacturer and fabricator agree to repair or replace components of awnings that fail in materials or workmanship within specified warranty period.
  - 1. Failures include, but are not limited to, the following:
    - a. Structural failures including framework.
    - b. Deterioration of fabric including seam failure.
    - c. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
  - 2. Awning Warranty Period: Five years from date of Substantial Completion.

### PART 2 - PRODUCTS

# 2.1 PERFORMANCE REQUIREMENTS

- A. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes.
  - 1. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.
  - 2. Flame-Resistance Ratings: Passes NFPA 701.
  - 3. Surface-Burning Characteristics: Comply with ASTM E84; testing by a qualified testing agency for Flame-Spread Index of 25 or less.

# 2.2 AWNING FRAME AND ACCESSORY MATERIALS

- A. Aluminum: Alloy and temper recommended by awning manufacturer for type of use and finish indicated and with not less than the strength and durability properties of alloy and temper required by structural loads.
  - 1. Aluminum Plate and Sheet: ASTM B209 (ASTM B209M).
  - 2. Aluminum Extrusions: ASTM B221 (ASTM B221M).
  - 3. Extruded Structural Pipe and Round Tubing: ASTM B429/B429M, standard weight (Schedule 40).
  - 4. Drawn Seamless Tubing: ASTM B210 (ASTM B210M).
- B. Anchors, Fasteners, Fittings, Hardware, and Installation Accessories: Complying with performance requirements indicated and suitable for exposure conditions, supporting structure, anchoring substrates, and installation methods indicated. Corrosion-resistant or noncorrodible units; weather-resistant, tamperproof, vandal- and theft-resistant, compatible, nonstaining materials. Provide as required for awning assembly, mounting, and secure attachment. Number as needed to comply with performance requirements and to maintain uniform appearance; evenly spaced. Where exposed to view, provide finish and color as selected by Architect from manufacturer's full range.

### 2.3 FIXED AWNINGS

- A. Acceptable Manufacturer's or equal:
  - Lawrence Fabric and Metal Structures
  - Knotwood
  - 1. Frame Fabrication: Fabricate awning frames from aluminum. Preassemble in shop to greatest extent possible. Disassemble units only as necessary for shipping and handling limitations. Use connections that maintain structural value of joined pieces. Clearly mark units for reassembly and coordinated installation. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing work.
  - 2. Form exposed work true to line and level with accurate angles and surfaces and straight edges.
  - 3. Weld corners and connections continuously. Obtain fusion without undercut or overlap. Remove welding flux immediately. At exposed corners and connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.
  - 4. Provide for anchorage of type indicated; coordinate with supporting structure. Space anchoring devices to secure awnings in place and to properly transfer loads.
- B. Aluminum Finish: Baked-enamel or powder-coat finish complying with finish manufacturer's written instructions for surface preparation including pretreatment, application, baking, and minimum dry film thickness.
  - 1. Color: As selected by Architect from manufacturer's full range.

# PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for supporting members, blocking, inserts, installation tolerances, and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION

- A. General: Install awnings at locations and in position indicated, securely connected to supports, free of rack, and in proper relation to adjacent construction. Use mounting methods of types described and in compliance with Shop Drawings and fabricator's written instructions.
- B. Install awnings after other finishing operations, including joint sealing and painting, have been completed.

- C. Weld frame connections that are not to be left as exposed joints but cannot be shop welded because of shipping size limitations.
  - 1. Field Welding: Comply with the following requirements:
    - a. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
    - b. Obtain fusion without undercut or overlap.
    - c. Remove welding flux immediately.
    - d. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.
- D. Anchoring to In-Place Construction: Use anchors, fasteners, fittings, hardware, and installation accessories where necessary for securing awnings to structural support and for properly transferring load to in-place construction.
- E. Corrosion Protection: Coat concealed surfaces of aluminum that come in contact with grout, concrete, masonry, wood, or dissimilar metals with a heavy coat of bituminous paint.
- F. Coordinate awning installation with flashing and joint-sealant installation so these materials are installed in sequence and in a manner that prevents exterior moisture from passing through completed exterior wall and roof assemblies.

### 3.3 ADJUSTING

A. Adjust hardware and moving parts to function smoothly, and lubricate as recommended by retractable-awning manufacturer.

# 3.4 CLEANING AND PROTECTION

A. Touch up factory-applied finishes to restore damaged or soiled areas.

END OF SECTION 107313

#### SECTION 123616 - METAL COUNTERTOPS

### PART 1 - GENERAL

#### 1.1 **RELATED DOCUMENTS**

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

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#### 1.2 **SUMMARY**

- Section Includes: A.
  - 1. Stainless-steel countertops.

#### 1.3 COORDINATION

Coordinate sizes and locations of framing, blocking, furring, reinforcements, and other related A. units of Work specified in other Sections to support loads imposed by installed and fully loaded wall-mounted shelves.

#### 1.4 **ACTION SUBMITTALS**

- Product Data: For each type of product. A.
- B. Shop Drawings: For metal fabrications.
  - Include plans, sections, details, and attachments to other work. Detail fabrication and 1. installation, including field joints.
  - For countertops, show locations and sizes of cutouts and holes for items installed in metal 2. countertops.

#### 1.5 DELIVERY, STORAGE, AND HANDLING

- Deliver products only after casework and supports on which they will be installed has been A. completed in installation areas.
- B. Keep finished surfaces of products covered with polyethylene film or other protective covering during handling and installation.

#### 1.6 FIELD CONDITIONS

A. Field Measurements: Where products are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication, and indicate

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measurements on Shop Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

B. Established Dimensions: Where products are indicated to fit to other construction, establish dimensions for areas where products are to fit. Provide allowance for trimming at site, and coordinate construction to ensure that actual dimensions correspond to established dimensions.

# PART 2 - PRODUCTS

#### 2.1 STAINLESS-STEEL FABRICATIONS

- A. Countertops: Fabricate from 0.050-inch thick, stainless-steel sheet. Provide smooth, clean exposed tops and edges in uniform plane, free of defects. Provide front and end overhang of 1 inch (25 mm) over the base cabinets.
  - 1. Joints: Fabricate countertops without field-made joints.
  - 2. Weld shop-made joints.
  - 3. Sound deaden the undersurface with heavy-build mastic coating.
  - Extend the top down to provide a 1-inch- (25-mm-) thick edge with a 1/2-inch (12.7-mm) 4. return flange.
  - 5. Form the backsplash coved to and integral with top surface, with a 1/2-inch- (12.7-mm-) thick top edge and 1/2-inch (12.7-mm) return flange.

#### 2.2 **MATERIALS**

- Stainless-Steel Sheet: ASTM A240/A240M, Type 304. A.
- B. Sealant for Countertops: Manufacturer's standard sealant that complies with the following:
  - 1. Mildew-Resistant Joint Sealant: Mildew resistant, single component, nonsag, neutral curing, silicone.
  - 2. Joint Sealant: Latex.
  - Color: Clear. 3.

#### 2.3 STAINLESS-STEEL FINISH

Grind and polish surfaces to produce uniform, directional satin finish matching No. 4 finish, A. with no evidence of welds and free of cross scratches. Run grain with long dimension of each piece. When polishing is completed, passivate and rinse surfaces. Remove embedded foreign matter and leave surfaces clean.

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#### PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine areas, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of products.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

# 3.2 INSTALLATION

- A. Install metal countertops level, plumb, and true; shim as required, using concealed shims.
- B. Field Jointing: Where possible, make field jointing in the same manner as shop jointing; use fasteners recommended by manufacturer. Prepare edges to be joined in shop so Project-site processing of top and edge surfaces is not required. Locate field joints where shown on Shop Drawings.
- C. Abut top and edge surfaces in one true plane, with internal supports placed to prevent deflection.
- D. Seal junctures of countertops, splashes, and walls with sealant for countertops.

# 3.3 CLEANING AND PROTECTION

- A. Repair or remove and replace defective work as directed on completion of installation.
- B. Clean finished surfaces. Remove and replace damaged products or touch up and refinish damaged areas to match original factory finish, as approved by Architect.
- C. Protection: Provide 6-mil (0.15-mm) plastic or other suitable water-resistant covering over countertop surfaces. Tape to underside of countertop at a minimum of 48 inches (1220 mm) o.c. Remove protection at Substantial Completion.

END OF SECTION 123616

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# **SECTION 220523**

#### **VALVES**

# PART 1 GENERAL

# 1.01 ABBREVIATIONS

- A. IBBM: Iron body, bronze mounted.
- B. OS&Y: Outside screw and yoke.
- C. WOG: Water, oil, gas.
- D. WSP: Working steam pressure.

### 1.02 SUBMITTALS

- A. Product Data: Manufacturer's catalog sheets and specifications for each valve type.
- B. Valve Schedule: List type of valve, manufacturer's model number, and size for each service application.

### 1.03 MAINTENANCE

- A. Special Tools:
  - 1. One wrench for each type and size wrench operated plug valve.

# PART 2 PRODUCTS

# 2.01 VALVES - GENERAL

- A. Valve Standardization: Valves from one or more manufacturers may be used, however valves supplied for each specific valve type shall be the product of one manufacturer.
- B. Valves shall be first quality, free from all imperfections and defects, with body markings indicating manufacturer and rating.
- C. Valve parts of same manufacturer, size and type shall be interchangeable.
- D. Manually operated gate, globe and angle valves shall be of rising stem type, unless otherwise specified.
- E. Valves which use packing, shall be capable of being packed when wide open and under full working pressure.

F. Size valves the same size as the piping in which they are installed, unless specified otherwise.

### 2.02 GATE VALVES

A. Type A: 125 psig WSP, 200 psig WOG, bronze body, union bonnet, solid wedge disc, and threaded ends. Acceptable Valves: Crane428UB, Hammond IB617, Jenkins 47CU, Milwaukee 1152, Nibco T13, and Stockham B105.

### 2.03 PLUG VALVES

- A. Type AA: 200 psig WOG, lubricated type with standard port opening, cast iron or semi-steel body, sealed lubrication system with lubricant fitting and dial indicator, cylindrical plug or teflon tapered plug, lubricant grooves in body or plug, threaded or flanged ends depending on size, and capable of lubrication with valve under pressure and plug in any position.
  - 1. Acceptable Valves:
    - a. 1/2 inch to 3 inch size: Homestead 611 & 612, , Resun R1430 & R1431, and Rockwell 142 & 143.
    - b. 4 inch size: Homestead 611 & 612, , Resun R1430 & R1431, and Rockwell 142 & 143.
    - c. 5 inch size: Homestead 611 & 612, Resun R1431, Rockwell 143, and Walworth 1797F.
    - d. 6 inch size: Homestead 611 & 612, , Resun R1431, Rockwell 143.
    - e. 8, 10 & 12 inch sizes: Homestead 612G, , Resun R1431WGA, Rockwell 149.
  - 2. Operators:
    - a. 6 inch size and Less: Wrench operator.
    - b. 8 inch size and Up: Worm gear operator.
- B. Type AB: 100 psig WOG, gas cock type with cast iron or bronze body, bronze plug, square head, wrench operator, and threaded ends. Acceptable Manufacturers: Crane, Eclipse Combustion, and McDonald.

# 2.04 BALL VALVES

A. Type BV: 150 psig WSP, 600 psig WOG, 2 piece bronze body, solid blow-out proof stem, teflon seats, chrome plated brass ball, teflon seals, corrosion resistant steel lever handles with vinyl grips, balancing stop, and threaded or solder ends. Acceptable Manufacturers: Conbraco, Hammond, Milwaukee, Nibco, and Watts.

# PART 3 EXECUTION

# 3.01 INSTALLATION

A. General: Install valves at locations noted on the drawings or specified.

#### 3.02 VALVE APPLICATION SCHEDULE

- A. Schedule of valve applications for the different services is as follows:
  - 1. Domestic Cold Water (DCW) In Buildings 125 psig and Less:
    - a. 3 inch and Less: BV balls, with solder joint companion flanges.

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- 2. Compressed Air (A) 125 psig and less:
  - a. 2 inches and Less: A gates.
- 3. Domestic Hot Water (DHW) 125 psig and Less:
  - a. 3 inch and Less: BV balls.
- 4. Gas Natural, Manufactured or Mixed Fuel (G) 125 psig and Less:
  - a. 2 inch and Less: AB plug valves.
  - b. 2-1/2 inch and Up: AA plug valves.

# **END OF SECTION**

#### **SECTION 220529**

### PIPE HANGERS AND SUPPORTS

# PART 1 GENERAL

#### 1.01 PRODUCTS FURNISHED BUT NOT INSTALLED UNDER THIS SECTION

A. Companion high density filler pieces for installation over the top 180 degree surface of pipe or tubing, at points of support where a combination clevis hanger, insulation shield and high density insulating saddle are installed.

### 1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Piping Insulation: Section 220700.

#### 1.03 SUBMITTALS

- A. Shop Drawings:
  - 1. Details of trapeze hangers and upper hanger attachments for piping 4 inches in diameter and over. Include the number and size of pipe lines to be supported on each type of trapeze hanger.
  - 2. Details of pipe anchors.
- B. Product Data: Catalog sheets, specifications and installation instructions for each item specified except fasteners.

# 1.04 QUALITY ASSURANCE

- A. Regulatory Requirements:
  - 1. Comply with the applicable requirements of the ASME B31 Piping Codes.
  - 2. Unless otherwise shown or specified, comply with the requirements of the Manufacturer's Standardization Society of the Valve and Fittings Industry (MSS) Standards SP-58, and SP-69.

# PART 2 PRODUCTS

### 2.01 PIPE HANGERS AND SUPPORTS

- A. Combination clevis hanger, pipe insulation shield and vapor barrier jacketed high density insulating saddle with companion high density filler piece.
  - 1. Insulating saddles and filler pieces shall be of the same thickness and materials as the adjoining pipe insulation. Saddles shall cover the lower 180 degrees of the pipe or tubing, and companion filler pieces shall cover the upper 180 degrees of the pipe or tubing. Physical sizes, gages, etc. of the components of insulated hangers shall be in accordance with the following schedule:

PIPE OR TUBING SIZE (Inches)	SHIELD LENGTH (Inches)	SHIELD GAGE	SADDLE LENGTH (Inches)	VAPOR BARRIER JACKET LENGTH (Inches)
Up to 2-1/2	4	16	6	10
3 to 6	4	14	6	10

B. Pipe Insulation Shields: Fabricated of steel, with a minimum arc of 180 degrees, unless otherwise indicated. Shields for use with hangers and supports, with the exception of combination clevis type hangers, shall be in accordance with the following schedule:

PIPE OR TUBING SIZE (Inches)	SHIELD LENGTH (Inches)	SHIELD GAGE
Up to 2-1/2	8	18
3 to 8	10	16

- C. Pipe Covering Protection Saddles: 3/16 inch thick steel, of sufficient depth for the insulation thickness specified, notched so that saddle contact with the pipe is approximately 50 percent of the total axial cross section. Saddles for pipe 12 inches in size and larger shall have a center support.
- D. Pipe Hangers: Height adjustable standard duty clevis type, with cross bolt and nut.
- E. Adjustable Floor Rests and Base Flanges: Steel.
- F. Hanger Rods: Mild, low carbon steel, fully threaded or threaded at each end, with two nuts at each end for positioning rod and hanger, and locking each in place.
- G. Riser Clamps: Malleable iron or steel.
- H. Rollers: Cast Iron.

#### 2.02 ANCHORS AND ATTACHMENTS

- A. Sleeve Anchors (Group II, Type 3, Class 3): Molly's Div./USM Corp. Parasleeve Series, Ramset's Dynabolt Series, or Red Head/Phillips AN, HN, or FS Series.
- B. Wedge Anchors (Zinc Plated, Group II, Type 4, Class 1): Hilti's Kwik Bolt Series, Molly's Div./USM Corp. Parabolt PB Series, Ramset's Trubolt T Series, or Red Head/Phillips WS Series.
- C. Self-Drilling Anchors (Group III, Type 1): Ramset's RD Series, or Red Head/Phillips S Series.
- D. Non-Drilling Anchors (Group VIII, Type 1): Ramset's Dynaset DS Series, Hilti's HDI Series, or Red Head/Phillips J Series.

- F. Beam Clamps: Forged steel beam clamp, with weldless eye nut (right hand thread), steel tie rod, nuts, and washers, Grinnell's Fig No. 292 (size for load, beam flange width, and rod size required).
- G. Metal Deck Ceiling Bolts: B-Line Systems' Fig. B3019.
- H. Threaded Type Concrete Insert: Galvanized ferrous castings, internally threaded to receive 3/4 inch diameter machine bolts.
- I. Wedge Type Concrete Insert: Galvanized box-type ferrous castings, designed to accept 3/4 inch diameter bolts having special wedge shaped heads.

### 2.03 FASTENERS

A. Bolts, Nuts, Washers, Lags, and Screws: Medium carbon steel; size and type to suit application; galvanized for high humidity locations, and treated wood; plain finish for other interior locations. Except where shown otherwise on the Drawings, furnish type, size, and grade required for proper installation of the Work.

### 2.04 SHOP PAINTING AND PLATING

- A. Hangers, supports, rods, inserts and accessories used for pipe supports, unless chromium plated, cadmium plated or galvanized shall be shop coated with metal primer paint. Electroplated copper hanger rods, hangers and accessories may be used with copper pipe or copper tubing.
- B. Hanger supports for chromium plated pipe shall be chromium plated brass.

# PART 3 EXECUTION

# 3.01 PREPARATORY WORK

A. Place inserts into construction form work expeditiously, so as not to delay the Work.

# 3.02 INSTALLATION

- A. Do not hang or support one pipe from another or from ductwork.
  - 1. Do not bend threaded rod.
- B. Support all insulated horizontal piping conveying fluids below ambient temperature, by means of hangers or supports with insulation shields installed outside of the insulation.
- C. Space hangers or supports for horizontal piping on maximum center distances as listed in the following hanger schedules, except as otherwise specified, or noted on the Drawings.
  - 1. For Steel, and Threaded Brass Pipe:

PIPE SIZE (Inches)	MAXIMUM SPACING (Feet)
1 and under	8
1-1/4 and 1-1/2	9
2	10
2-1/2 and up	12

- 2. No pipe length shall be left unsupported between any two coupling joints.
- 3. For Copper Pipe and Copper Tubing:

PIPE OR TUBING SIZE (Inches)	MAXIMUM SPACING (Feet)		
1-1/2 and under	6		

- 4. For Directional Changes: Install a hanger or support close to the point of change of direction of all pipe runs in either a horizontal or vertical plane.
- 5. For Concentrated Loads: Install additional hangers or supports, spaced as required and directed, at locations where concentrated loads such as in-line pumps, valves, fittings or accessories occur, to support the concentrated loads.
- 6. For Branch Piping Runs and Runouts Over 5 feet In Length: Install a minimum of one hanger, and additional hangers if required by the hanger spacing schedules.
- 7. Parallel Piping Runs: Where several pipe lines run parallel in the same plane and in close proximity to each other, trapeze hangers may be submitted for approval. Base hanger spacing for trapeze type hangers on the smallest size of pipe being supported. Design the entire hanger assembly based on a safety factor of five, for the ultimate strength of the material being used.
- D. Size hanger rods in accordance with the following:

PIPE OR TUBING SIZE (Inches)	SINGLE ROD HANGER SIZE (Inches)		DOUBLE ROD HANGER SIZE (Inches)	
	PIPE	TUBING	PIPE	TUBING
1/2 to 2	3/8	1/4	3/8	1/4
2-1/2 and 3	1/2	3/8	3/8	1/4

1. Secure hanger rods as follows: Install one nut under clevis, angle or steel member; one nut on top of clevis, angle or steel member; one nut inside insert or on top of upper hanger attachment and one nut and washer against insert or on lower side of upper hanger attachment. A total of

four nuts are required for each rod, two at upper hanger attachment and two at hanger.

# E. Vertical Piping:

- 1. Support vertical risers of piping systems, by means of heavy duty hangers installed close to base of pipe risers, and by riser clamps with extension arms at intermediate floors, with the distance between clamps not to exceed 25 feet, unless otherwise specified. Support pipe risers in vertical shafts equivalent to the aforementioned. Install riser clamps above floor slabs, with the extension arms resting on floor slabs. Provide adequate clearances for risers that are subject to appreciable expansion and contraction, caused by operating temperature ranges.
- 2. Support extension arms of riser clamps, secured to risers to be insulated for cold service, 4 inches above floor slabs, to allow room for insulating and vapor sealing around riser clamps.

### 3.03 UPPER HANGER ATTACHMENTS

### A. General:

- 1. Secure upper hanger attachments to overhead structural steel, steel bar joists, or other suitable structural members.
- 2. Do not attach hangers to steel decks that are not to receive concrete fill.
- 3. Do not attach hangers to precast concrete plank decks less than 2-3/4 inches thick.
- 4. Do not use flat bars or bent rods as upper hanger attachments.
- B. Attachment to Steel Frame Construction: Provide intermediate structural steel members where required by pipe support spacing. Select steel members for use as intermediate supports based on a minimum safety factor of five.
  - 1. Do not use drive-on beam clamps.
  - 2. Do not drill holes in main structural steel members.
  - 3. Beam clamps, with tie rods as specified, may be used as upper hanger attachments for the support of piping, subject to clamp manufacturer's recommended limits.
- C. Attachment to Hollow Block or Hollow Tile Filled Concrete Decks:
  - 1. New Construction: Omit block or tile and pour solid concrete with cast-in-place inserts.
  - 2. Existing Construction: Break out block or tile to access, and install machine bolt anchors at highest practical point on side of web.
- D. Attachment to Waffle Type Concrete Decks:
  - 1. New Construction: Install cast-in-place inserts.
  - 2. Existing Construction: Install machine bolt expansion anchors at highest practical point on side of web.

# 3.04 COMBINATION CLEVIS HANGER, PIPE INSULATION SHIELD AND VAPOR BARRIER JACKETED HIGH DENSITY INSULATING SADDLES

A. Install a combination clevis hanger, pipe insulation shield and vapor barrier jacketed high density insulating saddles, at all points of support for piping or

tubing to be insulated for cold service. Furnish companion high density vapor barrier jacketed saddle pieces, of the same material, thickness and length, for installation over the top 180 degree surface of pipe or tubing, at each point of support where an insulated clevis hanger is utilized.

# 3.05 PIPE INSULATION SHIELDS

A. Unless otherwise specified, install a pipe insulation shield, at all points of support. Center shields on all hangers and supports outside of high density insulation insert, and install in such a manner so as not to cut, or puncture jacket.

# **END OF SECTION**

#### PIPE AND VALVE IDENTIFICATION

# PART 1 GENERAL

#### 1.01 REFERENCES

A. ANSI A13.1 - Scheme for Identification of Piping Systems.

#### 1.02 SUBMITTALS

A. Product Data: Catalog sheets, specifications and installation instructions for each item specified.

#### PART 2 PRODUCTS

# 2.01 ACCEPTABLE MANUFACTURERS

- A. W.H. Brady Co., Milwaukee, WI.
- B. Emed Co., Buffalo, NY.
- C. Panduit Corp., Tinley Park, IL.
- D. Seton Nameplate Corp., New Haven, CT.

# 2.02 PIPE MARKERS AND ACCESSORIES

- A. Stick-On Marker: Pressure sensitive adhesive backed type constructed of vinyl with clear polyester coating, and integral flow arrows for applications where flow arrow banding tape is not being used.
- B. Pipe Marker Legend and Color Field Sizes:

OUTSIDE DIAMETER OF PIPE OR INSULATION (Inches)	LETTER SIZE (Inches)	LENGTH OF COLOR FIELD (Inches)
3/4 to 1-1/4	1/2	8
1-1/2 to 2	3/4	8
2-1/2 to 6	1-1/4	12

- C. Banding Tapes: Pressure sensitive adhesive backed type constructed of vinyl with clear polyester coating.
  - 1. Plain Tape: Unprinted type; color to match pipe marker background.
  - 2. Flow Arrow Tape: Printed type with integral flow arrows; color to match pipe marker background.

D. Pipe Size Labels: Pressure sensitive adhesive backed type constructed of vinyl with clear polyester coating, vertical reading pipe size in inches, and legend size matching adjacent pipe marker.

# 2.03 PIPE SERVICE IDENTIFICATION TAGS

- A. Type: No. 19 B & S gage brass, with 1/4 inch high pipe service abbreviated legend on one line, over 1/2 inch high pipe size legend in inches, both deep stamped and black filled; and 3/16 inch top hole for fastener.
- B. Size: 2 inch square tag.
- C. Fasteners: Brass "S" hook or brass jack chain of size as required for pipe to which tag is attached.

#### 2.04 VALVE SERVICE IDENTIFICATION TAGS

- A. Type: No. 19 B & S gage brass, with 1/4 inch high valve service abbreviated lettering on one line over 1/2 inch high valve service chart number, both deep stamped and black filled; and with 3/16 inch top hole for fastener.
- B. Sizes:
  - 1. Plumbing Use: 1-1/2 inch hexagon.
- C. Fasteners: Brass "S" hook or brass jack chain of size as required for valve stem or handle to which tag is attached.

# 2.05 VALVE SERVICE IDENTIFICATION CHART FRAMES

A. Type: Satin finished extruded aluminum frame with rigid clear plastic glazing, size to fit 8-1/2 x 11 inches valve chart.

### PART 3 EXECUTION

#### 3.01 PREPARATION

- A. Complete testing, insulation and finish painting work prior to completing the Work of this Section.
- B. Clean pipe surfaces with cleaning solvents prior to installing piping identification.
- C. Remove dust from insulation surfaces with clean cloths prior to installing piping identification.

#### 3.02 INSTALLATION

A. Install the Work of this Section in accordance with the manufacturer's printed installation instructions, unless otherwise specified.

- B. Stick-On Pipe Markers:
  - 1. Install minimum of 2 markers at each specified location, 90 degrees apart on visible side of pipe.
  - 2. Encircle ends of pipe markers around pipe or insulation with banding tape with one inch lap. Use plain banding tape on markers with integral flow arrows, and flow arrow banding tape on markers without integral flow arrows.
- C. Pipe Size Labels: Install labels adjacent to each pipe marker and upstream from flow arrow. Install a minimum of 2 pipe size labels at each specified location, 90 degrees apart on visible side of pipe.
- D. Pipe Service Identification Tags: Attach tags to piping being identified with "S" hooks or jack chains.

#### 3.03 PIPING IDENTIFICATION SCHEDULE

- A. Piping Identification Types:
  - 1. Piping or Insulation under 3/4 inch od: Pipe identification tags.
  - 2. Piping or Insulation 3/4 inch to 5-7/8 inch od: Snap-on marker or stick-on marker.
  - 3. Piping or Insulation 6 inch od and Larger: Strap-on marker or stick-on marker.
- B. Identify exposed piping, bare or insulated, as to content, size of pipe and direction of flow, with the following exceptions:
  - 1. Piping in finished spaces such as offices, class rooms, wards, toilet rooms, shower rooms and spaces as specified.
- C. Locate piping identification to be visible from exposed points of observation.
  - 1. Locate piping identification at valve locations; at points where piping enters and leaves a partition, wall, floor or ceiling, and at intervals of 20 feet on straight runs.
  - 2. Where 2 or more pipes run in parallel, place printed legend and other markers in same relative location.

#### 3.04 VALVE IDENTIFICATION SCHEDULE

- A. Valve Service Identification Tags:
  - 1. Tag control valves, except valves at equipment, with a brass tag fastened to the valve handle or stem, marked to indicate service and numbered in sequence for the following applications:
    - a. Domestic water valves controlling mains, risers and branch runouts.
    - b. Gas valves controlling mains, risers, and branch runouts.
- B. Valve Service Identification Charts:
  - 1. Provide 2 framed valve charts for each piping system specified to be provided with valve identification tags. Type charts on 8-1/2 x 11 inches heavy white bond paper, indicating valve number, service and location.

2. Hang framed charts at locations as directed.

#### PIPING INSULATION

# PART 1 GENERAL

# 1.01 ABBREVIATIONS

- A. FS: Federal Specification.
- B. K: Thermal Conductivity, i.e., maximum Btu per inch thickness per hour per square foot.
- C. pcf: Pounds per cubic foot.
- D. PVC: Polyvinylchloride.

# 1.02 SUBMITTALS

- A. Product Data: Manufacturer's catalog sheets, specifications and installation instructions for the following:
  - 1. Insulation Materials.
  - 2. Jacket Materials.
- B. Quality Control Submittals:
  - 1. Installers Qualification Data:
    - a. Name of each person who will be performing the Work, and their employer's name, business address and telephone number.
    - b. Furnish names and addresses of the required number of similar projects that each person has worked on which meet the qualifications.

# 1.03 QUALITY ASSURANCE

- A. Qualifications: The persons installing the Work of this Section and their Supervisor shall be personally experienced in mechanical insulation work and shall have been regularly employed by a company installing mechanical insulation for a minimum of 5 years.
- B. Regulatory Requirements:
  - 1. Insulation installed inside buildings, including laminated jackets, mastics, sealants and adhesives shall have a Fire Spread/Smoke Developed Rating of 25/50 or less based on ASTM E 84.

### PART 2 PRODUCTS

# 2.01 PIPING INSULATION

- A. Fibrous Glass (Mineral Fiber) Insulation: Composed principally of fibers manufactured from rock, slag, or glass, with or without binders, and asbestos free.
  - 1. Preformed Pipe Insulation: Minimum density 3 pcf; ASTM C 547:
    - a. Class 1 (Suitable for Temperatures Up to 450 degrees F): K of 0.26 at 75 degrees F.
  - 2. Premolded Fitting Insulation: Minimum density 4.0 pcf, K of 0.26 at 75 degrees F; ASTM C 547, Class 1.
  - 3. Insulation Inserts for PVC Fitting Jackets: Minimum density 1.5 pcf, K of 0.28 at 75 degrees F; ASTM C 553, Type III.
    - a. Suitable for temperatures up to 450 degrees F.

#### B. Cements:

- 1. Fibrous Glass Thermal Insulating Cement: Asbestos free; ASTM C 195.
- 2. Fibrous Glass Hydraulic Setting Thermal Insulating and Finishing Cement: ASTM C 449/C 449M.

#### 2.02 INSULATION JACKETS

- A. Laminated Vapor Barrier Jackets for Piping: Factory applied by insulation manufacturer, conforming to ASTM C 1136, Type I.
  - 1. Type I: Reinforced white kraft and aluminum foil laminate with kraft facing out.
    - a. Pipe Jackets: Furnished with integral 1-1/2 inch self sealing longitudinal lap, and separate 3 inch wide adhesive backed butt strips.
  - 2. Laminated vapor barrier jackets are not required for flexible elastomeric foam insulation.
- B. Canvas Jackets: Cotton duck, fire retardant, complying with NFPA 701, 4 oz or 6 oz per sq yd as specified.
- C. Premolded PVC Fitting Jackets:
  - 1. Constructed of high impact, UV resistant PVC.
    - a. ASTM D 1784, Class 14253-C.
    - b. Working Temperature: 0-150 degrees F.
- E. Under Lavatory Piping Protection Cover: ADA compliant.
  - 1. Construction: 1/8 inch thick chemical, microbial, and fungal resistant, injection molded smooth PVC vinyl with internal ribs.
  - 2. Fasteners: Reusable, finger press internal fasteners presenting no sharp or abrasive external surfaces.
  - 3. Cover Trimming: Tear on internal, dimensioned tear lines for proper fit.
  - 4. Kit includes covering for 8 inch tailpiece-trap, 8 inch waste arm, hot and cold water supplies and valves, and required fasteners.
  - 5. Acceptable Covers:
    - a. Lav Guard 2, E-Z Series by IPS Corp., 202 Industrial Park Lane, Collierville, TN 38017, (800) 340-5969, www.truebro.com.
    - b. Pro-Extreme Series by Plumberex, P.O. Box 1684, Palm Springs, CA 92263, (800) 475-8629, www.plumberex.com.

# 2.03 ADHESIVES, MASTICS, AND SEALERS

- A. Lagging Adhesive (Canvas Jackets): Childers' CP-50AMV1, Epolux's Cadalag 336, Foster's 30-36.
- B. Vapor Lap Seal Adhesive (Fibrous Glass Insulation): Childers' CP-82, Epolux's Cadoprene 400, Foster's 85-60 or 85-20.
- C. Vapor Barrier Mastic(Fibrous Glass Insulation): Permeance shall be .03 perms or less at 45 mils dry per ASTM E 96. Childers' CP-34, Epolux's Cadalar 670, Foster's 30-65.

# 2.04 MISCELLANEOUS MATERIALS

- A. Pressure Sensitive Tape for Sealing Laminated Jackets:
  - 1. Acceptable Manufacturers: Alpha Associates, Ideal Tape, Morgan Adhesive.
  - 2. Type: Same construction as jacket.
- B. Wire, Bands, and Wire Mesh:
  - 1. Binding and Lacing Wire: Nickel copper alloy or copper clad steel, gage as specified.
  - 2. Bands: Galvanized steel, 1/2 inch wide x 0.015 inch thick, with 0.032 inch thick galvanized wing seals.
  - 3. Wire Mesh: Woven 20 gage steel wire with 1 inch hexagonal openings, galvanized after weaving.
- C. Reinforcing Membrane: Glass or Polyester, 10 x 10 mesh. Alpha Associates Style 59, Childer's Chil-Glas, Foster's MAST-A-FAB.

### PART 3 EXECUTION

# 3.01 PREPARATION

- A. Perform the following before starting insulation Work:
  - 1. Install hangers, supports and appurtenances in their permanent locations.
  - 2. Complete testing of piping.
  - 3. Clean and dry surfaces to be insulated.

# 3.02 INSTALLATION, GENERAL

- A. Install the Work of this Section in accordance with the manufacturer's printed installation instructions unless otherwise specified.
- B. Provide continuous piping insulation and jacketing when passing thru interior wall, floor, and ceiling construction.
  - 1. At Through Penetration Firestops: Coordinate insulation densities with the requirements of approved firestop system being installed.

- a. Insulation densities required by approved firestop system may vary with the densities specified in this Section. When this occurs use the higher density insulation.
- C. Do not intermix different insulation materials on individual runs of piping.

#### 3.03 INSTALLATION AT HANGERS AND SUPPORTS

- A. Reset and realign hangers and supports if they are displaced while installing insulation.
- B. Install high density jacketed insulation inserts at hangers and supports for insulated piping.
- C. Insulation Inserts For Use with Fibrous Glass Insulation:
  - 1. Where clevis hangers are used, install insulation shields and high density jacketed insulation inserts between shield and pipe.
    - a. Where insulation is subject to compression at points over 180 degrees apart, e.g. riser clamps, U-bolts, trapezes, etc.; fully encircle pipe with 2 protection shields and 2 high density jacketed fibrous glass insulation inserts within supporting members.
      - 1) Exception: Locations where pipe covering protection saddles are specified for hot service piping, 6 inch and larger.

#### 3.04 INSTALLATION OF FIBROUS GLASS COLD SERVICE INSULATION

- A. Install insulation materials with a field or factory applied ASTM C 1136 Type I laminated vapor barrier jacket, unless otherwise specified.
- B. Piping:
  - 1. Butt insulation joints together, continuously seal minimum 1-1/2 inch wide self-sealing longitudinal jacket laps and 3-inch wide butt adhesive backed strips.
    - a. Substitution: 3 inch wide pressure sensitive sealing tape, of same material as jacket, may be used in lieu of butt strips.
  - 2. Bed insulation in a 2-inch wide band of vapor barrier mastic, and vapor seal exposed ends of insulation with vapor barrier mastic at each butt joint between pipe insulation and equipment, fittings or flanges at the following intervals:
    - a. Horizontal Pipe Runs: 21 ft.
    - b. Vertical Pipe Runs: 9 ft.
- C. Fittings, Valves, Flanges and Irregular Surfaces:
  - 1. Insulate with mitre cut or premolded fitting insulation of same material and thickness as pipe insulation.
  - 2. Secure insulation in place with 16-gage wire, with ends twisted and turned down into insulation.
  - 3. Butt insulation against pipe insulation and bond with joint sealer.

- 4. packing nuts.
- 5. Apply leveling coat of insulating cement to smooth out insulation and cover wiring.
- 6. When insulating cement has dried, seal fitting, valve and flange insulation, by imbedding a layer of reinforcing membrane or 4 oz. canvas jacket between 2 flood coats of vapor barrier mastic, each 1/8 inch thick
- 7. Lap reinforcing membrane or canvas on itself and adjoining pipe insulation at least 2 inches.
- Trowel, brush or rubber glove outside coat over entire insulated surface. 8.
- 9. **Exceptions:** 
  - Type C and D Piping Systems: Valves, fittings and flanges may be insulated with premolded PVC fitting jackets, with fibrous glass insulation inserts.
    - 1) Additional insulation inserts are required for services with operating temperatures under 45 degrees F or where insulation thickness exceeds 1-1/2 inches. The surface temperature of PVC fitting jacket must not go below 45 degrees F.

#### INSTALLATION OF FIBROUS GLASS HOT SERVICE INSULATION 3.05

- Install insulation materials with field or factory applied ASTM C 1136 Type I A. laminated vapor barrier jacket unless otherwise specified.
- B. Canvas Jackets on Piping, Fittings, Valves, Flanges, Unions, and Irregular Surfaces:
  - For Piping 2 inch Size and Smaller: 4 oz per sq yd unless otherwise 1. specified.
  - For Piping Over 2 inch Size: 6 oz per sq yd unless otherwise specified. 2.

#### C. Piping:

- Butt insulation joints together, continuously seal minimum 1-1/2 inch wide self-sealing longitudinal jacket laps and 3-inch wide adhesive backed butt strips.
  - Substitution: 3 inch wide pressure sensitive sealing tape, of same material as the jacket, may be used in lieu of butt strips.
- Fill voids in insulation at hanger with insulating cement. 2.
- 3. Exceptions:
  - Piping in Accessible Shafts, Attic Spaces, Crawl Spaces, a. Unfinished Spaces and Concealed Piping: Butt insulation joints together and secure minimum 1-1/2 inch wide longitudinal jacket laps and 3 inch wide butt strips of same material as jacket, with outward clinching staples on maximum 4 inch centers. Fill voids in insulation at hangers with insulating cement.
- D. Fittings, Valves, Flanges and Irregular Surfaces:
  - Insulate with mitre cut or premolded fitting insulation of same material and thickness as insulation.

- 2. Secure in place with 16-gage wire, with ends twisted and turned down into insulation.
- 3. Butt fitting, valve and flange insulation against pipe insulation, and fill voids with insulating cement.
- 4. Insulate valves up to and including bonnets, without interfering with packing nuts.
- 5. Apply leveling coat of insulating cement to smooth out insulation and cover wiring.
- 6. After insulating cement has dried, coat insulated surface with lagging adhesive, and apply 4 oz or 6 oz canvas jacket as required by pipe size.
  - a. Lap canvas jacket on itself and adjoining pipe insulation at least 2 inches.
  - b. Size entire canvas jacket with lagging adhesive.

# 7. Exceptions:

- a. In Types E Service Piping Systems: Valves, fittings and flanges may be insulated with premolded PVC fitting jackets, with fibrous glass insulation inserts.
  - 1) Additional insulation inserts are required for services with operating temperatures over 250 degrees F or where insulation thickness exceeds 1-1/2 inches. The surface temperature of PVC fitting jacket must not exceed 150 degrees F.
- b. In Types E Service Piping Systems: Insulate fittings, valves, and irregular surfaces 3 inch size and smaller with insulating cement covered with 4 oz or 6 oz canvas jacket as required by pipe size.
  - 1) Terminate pipe insulation adjacent to flanges and unions with insulating cement, trowelled down to pipe on a bevel.
- c. Fittings, Valves, Flanges, and Irregular Surfaces In Concealed Piping, Piping in Accessible Shafts, Attic Spaces, Crawl Spaces, Unfinished Rooms, Unfinished Spaces, and Tunnels: Sizing of canvas surface is not required.

# 3.08 FIELD QUALITY CONTROL

A. Field Samples: The Director's Representative, may at their discretion, take field samples of installed insulation for the purpose of checking materials and application. Reinsulate sample cut areas.

#### 3.09 PIPING INSULATION SCHEDULE

- A. Insulate all cold service and hot service piping, and appurtenances except where otherwise specified.
- B. Schedule of Items Not to be Insulated:
  - 1. Chrome plated piping, unless otherwise specified.
  - 2. Exposed piping in finished spaces, serving one fixture, or piece of equipment, and which connection from the main, branch, or riser, is 24 inches or less in length.
  - 3. Air vents, pressure reducing valves, pilot lines, safety valves, relief valves.

- 4. Flanges and unions in Type E and G service piping systems.
- Sprinkler and standpipe piping, unless otherwise specified. 5.

#### COLD SERVICE INSULATION MATERIAL SCHEDULE 3.10

ТҮРЕ	SERVICE AND TEMPERATURES	INSULATION MATERIAL	PIPE SIZES (INCHES)	MINIMUM (NOMINAL) INSULATION THICKNESS (INCHES)
D	Domestic cold water, and as specified. 33 F to 80 F.	Fibrous Glass	All Sizes	1/2

#### A. **NOTES:**

- Piping Serving Handicapped Accessible Lavatories:
  - Insulate exposed hot and cold water supply, and waste piping with under lav piping protection cover. Install fasteners thru each pair of holes in insulated safety wrap.

#### HOT SERVICE INSULATION MATERIAL SCHEDULE 3.11

	SERVICE AND TEMPERATURES	INSULATION MATERIAL	PIPE SIZES (INCHES)	MINIMUM (NOMINAL) INSULATION THICKNESS (INCHES)
Е	Water and other fluids 105 F to140 F.	Flex. Elastomeric Foam or Fibrous Glass	1-1/2 & Less Over 1-1/2	2

#### **CLEANING AND TESTING**

# PART 1 GENERAL

#### 1.01 SUBMITTALS

- A. Quality Control Submittals
  - 1. Test Reports (Field Tests): Submit data for each system tested, and/or disinfected; include date performed, description, and test results for each system.

# 1.02 QUALITY ASSURANCE

- A. Regulatory Requirements:
  - 1. Perform factory testing of factory fabricated equipment in complete accordance with the agencies having jurisdiction.
  - 2. Perform field testing of piping systems in complete accordance with the local utilities and other agencies having jurisdiction and as specified.

# 1.03 PROJECT CONDITIONS

A. Protection: During test Work, protect controls, gages and accessories which are not designed to withstand test pressures. Do not utilize permanently installed gages for field testing of systems.

# 1.04 SEQUENCING AND SCHEDULING

- A. Transmit written notification of proposed date and time of operational tests to the Director's Representative at least 5 days in advance of such tests.
- B. Perform cleaning and testing Work in the presence of the Director's Representative.
- C. Pressure test piping systems inside buildings, at the roughing-in stage of installation, before piping is enclosed by construction Work, and at other times as directed. Perform test operations in sections as required and directed, to progress the Work in a satisfactory manner and not delay the general construction of the building. Valve or cap-off sections of piping to be tested, utilizing valves required to be installed in the permanent piping systems, or temporary valves or caps as required to perform the Work.

# PART 2 PRODUCTS

#### 2.01 MATERIALS

A. Test Equipment and Instruments: Type and kind as required for the particular system under test.

- B. Test Media (air, vacuum, water): As specified for the particular piping or system under test.
- C. Cleaning Agent (water): As specified for the particular piping, apparatus or system being cleaned.

# PART 3 EXECUTION

#### 3.01 PRELIMINARY WORK

A. Thoroughly clean pipe and tubing prior to installation. During installation, prevent foreign matter from entering systems. Prevent if possible and remove stoppages or obstructions from piping and systems.

#### 3.02 PRESSURE TESTS - PIPING

- A. Piping shall be tight under test and shall not show loss in pressure or visible leaks, during test operations or after the minimum duration of time as specified. Remove piping which is not tight under test; remake joints and repeat test until no leaks occur.
- B. Water Systems:
  - 1. Domestic water (potable cold, domestic hot and recirculation) inside buildings:
    - a. Before fixtures, faucets, trim and accessories are connected, perform hydrostatic test at 125 psig minimum for 4 hours.
    - b. After fixtures, faucets, trim and accessories are connected, perform hydrostatic retest at 75 psig for 4 hours.
- C. Gas Piping: Before backfilling or concealment perform air test of duration and pressure as required by the local gas company. However, for gas piping designed for pressures of from 4 inches to 6 inches water column, air test at 15 inches Hg for one hour, without drop in pressure. Test gas piping with air only. Check joints for leaks with soap suds.
- D. Air Piping:
  - 1. Compressed Air: Test with air at 150 psig for one hour.
  - 2. Check joints for leaks with soap suds.

# 3.04 DISINFECTION OF POTABLE WATER SYSTEMS

- A. Disinfect potable water pipe and equipment installed in the Work of this Contract.
  - 1. Completely fill the piping, including water storage equipment if installed, with a water solution containing 50 mg/L available chlorine, and allow stand for 24 hours. Operate all valves during this period to assure their proper disinfection.
  - 2. After the retention period, discharge the solution to an approved waste and flush the system thoroughly with water until substantially all traces

of chlorine are removed. Drain and flush water storage equipment if installed.

B. Connect plumbing fixtures and equipment and place the system into service. Prevent recontamination of the piping during this phase of the Work.

#### PLUMBING PIPING

# PART 1 GENERAL

#### 1.01 SUBMITTALS

- A. Product Data:
  - 1. Catalog sheets and specifications indicating manufacturer name, type, applicable reference standard, schedule, or class for specified pipe and fittings.
  - 2. Material Schedule: Itemize pipe and fitting materials for each specified application in Pipe and Fittings Schedule in Part 3 of this Section. Where optional materials are specified indicate option selected.
- B. Quality Control Submittals
  - 1. Copy of hydraulic press fitting manufacturer's printed field inspection procedures for hydraulic press joints in copper tubing.
  - 2. Brazer Qualification Data: Copies of certification; include names, home addresses and social security numbers of brazers.

# 1.04 QUALITY ASSURANCE

- A. Qualification of Brazers: Comply with the following:
  - 1. The persons performing the brazing and their supervisors shall be personally experienced in brazing procedures.

#### PART 2 PRODUCTS

# 2.01 STEEL PIPE AND FITTINGS

- A. Steel Pipe for Threading: Standard weight, Schedule 40, black or galvanized; ASTM A 53 or ASTM A 135.
- B. Cast Iron Fittings:
  - 1. Drainage Pattern, Threaded: ASME B16.12.
  - 2. Steam Pattern, Threaded: ASME B16.4.
    - a. Standard Weight: Class 125.
    - b. Extra Heavy Weight: Class 250.
  - 3. Flanged Fittings and Threaded Flanges: ASME B16.1.
    - a. Standard Weight: Class 125.
    - b. Extra Heavy: Class 250.
- E. Unions: Malleable iron, 250 lb class, brass to iron or brass to brass seats.
- F. Couplings: Same material and pressure rating as adjoining pipe, conforming to standards for fittings in such pipe. Use taper tapped threaded type in screwed pipe systems operating in excess of 15 psig.

G. Nipples: Same material and strength as adjoining pipe, except nipples having a length of less than one inch between threads shall be extra heavy.

# 2.02 COPPER AND BRASS PIPE, TUBING AND FITTINGS

- A. Copper Tube, Types K, L, and M: ASTM B 88.
- B. Wrot Copper Tube Fittings, Solder Joint: ASME B16.22.
- C. Cast Copper Alloy Tube Fittings, Solder Joint: ASME B16.18.
- D. Chrome Plated Grade A Red Brass Threaded Pipe, Standard Weight: ASTM B 43.
  - 1. Plating: 0.02 mil chromium over 0.2 mil nickel plating, high polish finish.
- E Chrome Plated Cast Brass Threaded Pipe Fittings, 125 lb Class: ASME B16.15.
  - 1. Plating: 0.02 mil chromium over 0.2 mil nickel plating, high polish finish.
- F. Unions: Cast bronze, 150 lb Class, bronze to bronze seats, threaded or solder joint.
- G. Plumber's Tube: Seamless, semi-annealed, minimum 65 percent copper, No. 18 B & S Gage.
- H. Flared Tube Fittings:
  - 1. Water Tube Type: ASME B16.26.
  - 2. Refrigerant Tube Type: SAE J513.
- I. Flanges: Conform to the Standards for fittings used in systems.
  - 1. Brazing Flanges: ASME B16.24, hubs modified for brazing ends.

### 2.03 HYDRAULIC PRESS FITTINGS FOR COPPER TUBING

- A. Acceptable Fittings:
  - 1. ProPress by Viega, 301 N. Main, Wichita, KS 67202, (877) 843-4262, www.viega.com.
- B. Operating Conditions:
  - 1. Maximum Operating Pressure: 200 psi.
  - 2. Operating Temperature Range: 0-250 degrees F.
  - 3. Maximum Test Pressure: 600 psi.
  - 4. Maximum Vacuum: 29.2 inches hg @ 68 degrees F.
- C. Features:
  - 1. Fittings: Copper and copper alloy conforming to material requirements of ASME B16.18 or ASME B16.22.
    - a. Stainless Steel Grip Ring: Adds strength to the joint without collapsing the interior passageway

- ----
- 2. No flame for soldering required for installation of fittings and valves.
- 3. Unpressed connections identified during pressure testing when water flows past sealing element.
- 4. Sealing Elements: Factory installed, EPDM.
- 5. Fittings that have been pressed can be rotated. If rotated more than 5 degrees, the fitting must be repressed to restore its resistance to rotational movement.
- 6. Extended fitting end lead allows for twice the retention grip surface, and assists with proper tube alignment.
- 7. Soldered adapter fittings are not allowed.

### 2.04 CAST IRON PIPE AND FITTINGS

- A. Hubless Pipe: Bitumin coated; Cast Iron Soil Pipe Institute Standard No. 301.
- B. Hubless Pipe Fittings: Drainage Pattern, Bitumin coated; Cast Iron Soil Pipe Institute Standard No. 301.
- C. Hubless Joint Couplings: Stainless steel shield and clamp assembly, and elastomer sealing sleeve; CISPI-310.
- D. Water Pipe Fittings: Bitumin coated, cement-mortar lined; AWWA C110.

### 2.05 JOINING AND SEALANT MATERIALS

- A. Thread Sealant:
  - 1. LA-CO Industries', Slic-Tite Paste with Teflon.
  - 2. Loctite Corp.'s No. 565 Thread Sealant.
  - 3. Thread sealants for potable water shall be NSF approved.
- B. Thread Sealant (Natural Gas Piping): Rectorseal Corp.'s T Plus 2 non-hardening pipe dope with teflon.
- C. Solder: Solid wire type conforming to the following:
  - 1. Type 3: Lead-free tin-silver solder (ASTM B 32 Alloy Grade E, AC, or HB); Engelhard Corp.'s Silvabrite 100, Federated Fry Metals' Aqua Clean, or J.W. Harris Co. Inc.'s Stay-Safe Bridgit.
- D. Soldering Flux for Soldered Joints: All-State Welding Products Inc.'s Duzall, Engelhard Corp.'s General Purpose Liquid or Paste, Federated Fry Metals' Water Flow 2000, or J.W. Harris Co. Inc.'s Stay-Clean.
- E. Brazing Flux: FS O-F-499, Type B; Handy & Harman's Handy Flux or J.W. Harris Co. Inc.'s Stay-Silv.
- F. Lead for Calking Joints in Cast Iron Soil Pipe: ASTM B 29 for pig lead.
- G. Joint Packing:
  - 1. Oiled Oakum: Manufactured by Nupak of New Orleans, Inc., 931 Daniel St., Kenner, LA 70062, (504) 466-1484.

- Gaskets For Use With Ductile Iron Water Pipe and Cast Iron Drainage Pipe: H. Synthetic rubber rings (molded or tubular): Clow Corp.'s Belltite, Tyler Pipe Industries Inc.'s Tv-Seal, or U.S. Pipe and Foundry Co.'s Tyton.
- I. Flange Gasket Material:
  - For Use with Cold Water: 1/16 inch thick rubber. 1.
  - 2. For Use with Hot Water, Air or Steam: Waterproofed non-asbestos ceramic or mineral fiber, or a combination of metal and water-proofed non-asbestos ceramic or mineral fiber, designed for the temperatures and pressures of the piping systems in which installed.
- J. Anti-Seize Lubricant: Bostik Inc.'s Never Seez or Dow Corning Corp.'s Molykote 1000.

#### PACKING MATERIALS FOR BUILDING CONSTRUCTION PENETRATIONS 2.06

Oiled Oakum: Manufactured by Nupak of New Orleans, Inc., 931 Daniel St., Α. Kenner, LA 70062, (504)466-1484.

#### **DIELECTRIC CONNECTORS** 2.07

- Dielectric Fitting: Bronze ball valve with end connections and pressure rating to A. match associated piping.
  - Nipples with inert non-corrosive thermoplastic linings are not acceptable. 1.

#### 2.08 PIPE SLEEVES

Type B: No. 16 gage galvanized sheet steel. A.

#### FLOOR, WALL AND CEILING PLATES 2.09

- A. Cast Brass: Solid type with polished chrome plated finish, and set screw.
  - Series Z89 by Zurn, 929 Riverside Drive, Grosvenordale, CT 06255. (800) 243-1830.
  - 2. Model 127XXXX by Maguire Mfg., Cheshire CT 06410, (203) 699-1801.
- В. Stamped Steel: Split type, polished chrome plated finish, with set screw.
  - Figures 2 and 13 by Anvil International, Portsmouth, NH 03802, (603) 422-8000.

# PART 3 EXECUTION

#### 3.01 INSTALLATION

- A. Install piping at approximate locations indicated, and at maximum height.
- B. Install piping clear of door swings, and above sash heads.
- C. Make allowances for expansion and contraction.

- D. Allow for a minimum of one inch free air space around pipe or pipe covering, unless otherwise specified.
- E. Install horizontal piping with a constant pitch, and without sags or humps.
  - 1. Water Piping: Pitch 1/4 inch per 10 feet upward in direction of flow, unless otherwise noted. If it is not possible to maintain constant pitch, establish a new low point and continue. At the low point, provide a 1/2 inch drip leg and gate valve with a hose bibb end. Provide an air vent at the high point.
- F. Install vertical piping plumb.
- G. Use fittings for offsets and direction changes, except for Type K soft annealed copper temper water tube.
- H. Cut pipe and tubing ends square; ream before joining.
- I. Threading: Use American Standard Taper Pipe Thread Dies.
  - 1. Thread brass pipe with special brass threading dies.

# 3.02 DRAINAGE SYSTEMS

- A. Fittings:
  - 1. Use long turn drainage pattern fittings, unless space conditions prohibit their use; in such cases, short turn pattern fittings may be used.
  - 2. Vertical Offsets: Make vertical offsets with 45 degree elbows, or 1/8 bends.
  - 3. Tucker Fittings: Tucker fittings may only be installed in vertical piping.

# B. Cleanouts:

- 1. Install cleanouts with sufficient side and end clearance to allow for the removal of the cleanout plug, and the use of cleaning tools.
- 2. Lubricate cleanout plugs with anti-seize lubricant.

# 3.03 DOMESTIC WATER PIPING SYSTEM

- A. Connect runouts to the upper quadrant of the main and run upward at not less than 45 degrees before extending laterally.
- B. Make final connections to plumbing fixtures and equipment with unions, or flanges:
  - 1. Do not use unions in ferrous piping larger than 3 inches.
  - 2. Do not use unions in brass or copper piping larger than 2 inches.

# 3.04 NATURAL GAS PIPING SYSTEM

- A. Install gas piping system in conformance with the National Fuel Gas Code, NFPA 54, or as required by the serving gas supplier.
- B. Use non-hardening pipe dope on threads. Do not use thread seal tape.

#### 3.05 PIPE JOINT MAKE-UP

- A. Threaded Joint: Make up joint with a pipe thread compound applied in accordance with manufacturer's printed application instructions for the intended service.
  - 1. Chrome Plated Brass Pipe: Tighten joint with a strap or Parmalee wrench; do not mar pipe finish. Install piping so that no threads are visible.
- B. Soldered Joint: Thoroughly clean tube end and inside of fitting with emery cloth, sand cloth, or wire brush. Apply flux to the pre-cleaned surfaces. Install fitting, heat to soldering temperature, and join the metals with type solder specified. Remove residue.
- C. Flanged Pipe Joint:
  - 1. Install threaded companion flanges on steel pipe; flanges on galvanized pipe are not required to be galvanized.
  - 2. Provide a gasket for each joint.
    - a. Hot Water Pipe Gasket: Coat with a thin film of oil before making up joint.
    - b. Air Pipe Gasket: Coat with a thin film of oil before making up joint.
  - 3. Coat bolt threads and nuts with anti-seize lubricant before making up joint.
- D. Calked Joint: Pack hub with joint packing specified, and calk. Run 12 ounces molten lead for each inch of pipe diameter. Calk cooled lead ring and face off smoothly.
- E. Rubber Ring Push-on Joint: Clean hub, bevel spigot, and make up joint with lubricated gasket in conformance with the manufacturer's printed installation instructions.
- F. Hubless CI Pipe Joint: Make up joint with hubless fitting and couplings, in conformance with the manufacturer's printed installation instructions.
- G. Brazed Joint: Thoroughly clean tube end and inside of fitting with emery cloth, sand cloth, or wire brush. Apply flux to the pre-cleaned surfaces. Install fitting, heat to brazing temperature, and join the metals with brazing alloy. Remove residue.
- H. Mechanical Joint: Make up joint in conformance with the manufacturer's printed installation instructions, with particular reference to tightening of bolts.
- I. Hydraulic Pressed Joint: Follow manufacturer's printed installation instructions.
- J. Dissimilar Pipe Joint:
  - 1. Joining Bell and Spigot and Threaded Pipe: Install a half coupling on the pipe or tube end to form a spigot, and calk into the cast iron bell.

- 2. Joining Dissimilar Threaded Piping: Make up connection with a threaded coupling or with companion flanges.
- Joining Dissimilar Non-Threaded Piping: Make up connection with 3. adapters recommended by the manufacturers of the piping to be joined.
- 4. Joining Galvanized Steel Pipe and Copper Tubing: Make up connection with a dielectric connector.
- 5. Joining FRP and Threaded Pipe: Make up connection with adapters as recommended by manufacturers of piping being joined.

#### 3.06 PIPING PENETRATIONS

Sleeve Schedule: Unless otherwise shown, comply with the following schedule A. for the type of sleeve to be used where piping penetrates wall or floor construction:

#### **CONSTRUCTION SLEEVE TYPE** 1. Frame construction. None Required **B**\* 3. Non-waterproof interior walls.

- B. Diameter of Sleeves and Core Drilled Holes:
  - Unless otherwise specified, size holes thru floors and walls in accordance with the through penetration fire stopping system being used.
  - 2. Size holes thru exterior walls or waterproofed walls above inside earth or finished floors, and exterior concrete slabs in accordance with the following:
    - Uninsulated (Bare) Pipe: Inside diameter of sleeve or core a. drilled hole 1/2 inch greater than outside diameter of pipe, unless otherwise specified.
    - Insulated Pipe: Inside diameter of sleeve or core drilled hole 1/2 b. inch greater than outside diameter of insulation, unless otherwise specified.
    - Mechanical Modular Seals: Size holes in accordance with the c. manufacturer's recommendations.
- C. Length of Sleeves (except as shown otherwise on Drawings):
  - Walls and Partitions: Equal in length to total finished thickness of wall or partition.
- D. Packing of Sleeves and Core Drilled Holes:
  - Unless otherwise specified, pack sleeves or cored drilled holes in 1. accordance with Section 078400 - FIRESTOPPING.
  - 2. Pack sleeves in exterior walls or waterproofed walls above inside earth or finished floors with oakum to within 1/2 inch of each wall face, and finish both sides with Type 1C (one part) sealant. See Section 079200.
    - Mechanical modular seals may be used in lieu of packing and sealant for sleeves and core drilled holes.

#### 3.07 FLOOR, WALL AND CEILING PLATES

<sup>\*</sup>Core drilling is permissible in lieu of sleeves where marked with asterisks.

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- A. Install plates for exposed uninsulated piping passing thru floors, walls, ceilings, and exterior concrete slabs as follows:
  - 1. In Finished Spaces:
    - a. Piping 4 Inch Size and Smaller: Solid or split, chrome plated cast brass.
  - 2. Unfinished Spaces (Including Exterior Concrete Slabs): Solid, unplated cast iron.
  - 3. Fasten plates with set screws.
  - 4. Plates are not required in pipe shafts or furred spaces.

#### 3.12 PIPE AND FITTING SCHEDULE

- A. Where options are given, choose only one option for each piping service. No deviations from the selected option will be allowed.
- B. Compressed Air (Above Ground) Pressures up to 175 psig:
  - 1. Option No. 1: Type L hard drawn copper tube, with cast copper alloy or wrot copper solder type fittings, and joints made up with Type 3 solder.
  - 2. Option No. 2: Standard weight black steel pipe with 150 lb malleable iron fittings, and threaded joints.
- C. Domestic Water (Above Ground):
  - 1. 3 inch and Under: Type L hard drawn copper tube, with cast copper alloy or wrot copper solder type fittings, and joints made up with Type 3 solder, or hydraulic press joints.
- D. Drainage (Sanitary) Above Ground:
  - 4. Option No. 4: Hubless, coated, cast iron pipe, fittings, and joint couplings.
- E. Natural Gas Piping including associated vent:
  - 1. Inside Building: Standard weight black steel pipe, with 150 lb malleable iron fittings, and threaded joints.
- F. Vent Piping: Same materials that are used for piping system to which vent is connected.

#### DOMESTIC WATER HEATER

# PART 1 GENERAL

#### 1.02 SUBMITTALS

- A. Product Data: Catalog sheets, specifications and installation instructions for each water heater.
- B. Contract Closeout Submittals:
  - 1. Operation and Maintenance Data: Deliver 2 copies, covering the installed products, to the Director's Representative.
  - 2. Warranty: Copy of specified warranty.

# 1.03 REGULATORY REQUIREMENTS

- A. Water heater shall be UL listed and labeled.
- B. Comply with the State Energy Conservation Construction Code.

#### 1.04 WARRANTY

A. Manufacturer's Warranty: Five year warranty for the heating elements.

# PART 2 PRODUCTS

#### 2.01 TANKLESS WATER HEATER

- B. Heating Elements: Solid copper tubing heat exchanger, elements shall be copper-sheathed.
- C. Thermostat: Adjustable, interlocked with overheat control, including automatic shut-off.
- D. Wiring: Factory interwired, requiring only a single field electric connection to put the heater into service.
- E. Outer Casing: tough plastic housing.

### PART 3 EXECUTION

### 3.01 INSTALLATION

A. Install the Work of this section in accordance with the manufacturer's printed installation instructions, unless otherwise specified.

- B. Install the water heater on a level wall.
- C. Provide ball valves on hot and cold water connections.
- D. Make final piping connections with unions.

#### PLUMBING FIXTURES

# PART 1 GENERAL

#### 1.01

- A. Product Data: Catalog sheets, specifications, roughing dimensions, and installation instructions for each item specified except fasteners.
  - 1. Deliver cut out data for countertop fixtures to the Director's Representative.

### B. Samples:

1. Water Closet Seat: One seat if other than product specified. Samples will be returned and if approved, may be installed on the Project.

# 1.02 QUALITY ASSURANCE

- A. Regulatory Requirements:
  - 1. Comply with applicable requirements of FS WW-P-541, and the following standards:
    - a. ANSI/ASME A112.6.1M Floor Affixed Supports for Off-the-Floor Plumbing Fixtures for Public Use.
    - b. ANSI/ASME A112.18.1M Plumbing Fixture Fittings.
    - c. ANSI/ASME A112.19.2M Vitreous China Plumbing Fixtures.
    - d. ANSI/ASME A112.19.6 Hydraulic Requirements for Water Closets and Urinals.
  - 2. Materials and installations designated as handicapped accessible shall conform with the following:
    - a. ANSI A117.1 Buildings and Facilities Providing Accessibility and Usability for Physically Handicapped People.
    - b. The Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG), (Appendix A to 28 CFR Part 36).
    - c. The Uniform Federal Accessibility Standards (UFAS), (Appendix A to 41 CFR Part 101-19.6).
  - 3. Each fixture carrier support shall be listed by model number in the fixture support manufacturer's Fixture Support Selection Guide as being recommended for support of the appropriate fixture.
- B. Plainly and permanently mark each fixture and fitting with the manufacturer's name or trademark.

# 1.04 MAINTENANCE

- A. Special Tools: Deliver to the Director's Representative.
  - 1. Furnish the following tools labeled with names and locations where used.
    - a. Keys for stops (furnished with stops).
    - b. Tools for Vandal Resistant Fasteners: Two for each type and size.

#### PART 2 PRODUCTS

### 2.01 MATERIALS - GENERAL

- A. Vitreous China: First quality, smooth, uniform color and texture, with fused on glaze covering surfaces exposed to view.
  - 1. Surfaces shall be free of chips, craze, warpage, cracks and discolorations. Surfaces in contact with walls or floors shall be flat, with warpage not to exceed 1/16 inch per foot.
  - 2. Color: White.
- B. Fixture Trim: Brass, bronze, or stainless steel construction; consisting of supply and waste fittings, faucets, traps, stop valves, escutcheons, sink strainers, nipples, supplies, and metal trim.
  - 1. Brass piping: Ips standard weight, with standard weight, 125 lb cast brass fittings.
  - 2. Brass tubing: 18 B & S gage.
  - 3. Stainless steel: 18-8 Type 302 or 304 unless otherwise specified.
- C. Fixture Trim Finishes:
  - 1. Brass or Bronze: Polished or satin finished chrome plating, 0.02 mil chromium over 0.2 mil nickel plating.
  - 2. Stainless Steel: Invisible welds and seams, and unless otherwise specified, polished to No. 4 commercial finish.
- D. Fixture Hold-down Bolts: Steel, plated for corrosion resistance.
  - 1. Cap nuts: Metal, polished and chrome plated.
- E. Combination Faucets: Faucets shall turn counter to each other for the on and off positions.
- F. Vandal Resistant Fasteners: Torx head with center pin.

# 2.02 TYPE D LAVATORY - HANDICAPPED ACCESSIBLE

- A. Fixture: Vitreous china, flat top, extended back ledge punched for lavatory fitting, anti-splash rim, front overflow, and lower lugs for bearing plate bolting; designed for concealed arm supports.
  - 1. Dimensions: 20 inches long, 27 inches front to back, 3 inch front and side apron.
- B. Lavatory Fitting: Centerset unit with the following features:
  - 1. Maximum Flow: 2.5 gpm at 80 psi.
  - 2. Over rim spout with spray fitting.
  - 3. Renewable units.
  - 4. Metal 4 inch indexed blade handles set on 4 inch centers, with either integral splines, or ceramic spline inserts. Plastic spline inserts will not be accepted.
    - a. Maximum Activation Force: 5 lbf.

- C. Waste Fitting: 1-1/4 inch tailpiece with a cast brass flat perforated strainer grate.
- D. Trap: Cast brass, non-adjustable P trap, 1-1/4 inch tubing inlet, 1-1/2 inch ips outlet.
  - 1. Bottom cleanout plug.
- E. Trap Nipple: Ips brass with a solid cast brass escutcheon.
- F. Supplies: 3/8 inch ips brass, with offset and straight key operated stops with keys.

# 2.03 FIXTURE SUPPORTS AND SUPPORTING DEVICES FOR LAVATORIES, SINKS, AND EQUIPMENT

- A. General: Ferrous metal members of carriers and supporting devices with the exception of chrome plated or porcelain enameled cast iron, shall be factory painted for corrosion resistance.
- B. Floor Mounted Carrier Supports: Steel pipe uprights, 1-1/4 inch ips minimum diameter, or 1 inch x 3 inch steel tubing uprights, with cast iron or welded steel feet, drilled for bolting to the floor construction. Each carrier shall be provided with the appropriate fixture supporting devices specified, or recommended by the carrier manufacturer's Fixture Support Selection Guide.
  - 1. Concealed Arms: Steel, with fixture locking lugs, leveling screws and a means of attaching, positioning and securing the fixture to the carrier.
    - a. Trim: Polished, chrome plated metal escutcheon to space fixture two inches from the wall.
    - b. Vandal Resistant Trim: Polished, chrome plated metal cap nuts and washers retained with vandal resistant set screws or other approved means of securing trim.
- C. Bearing Plate: Steel, minimum 1/8 inch thick, and provided with bearing studs, nuts and appurtenances required by the fixture to be supported.
  - 1. Fixture Hanger: Furnished by the fixture manufacturer.
- D. Wood Stud Filler Piece: 2 inch x 8 inch wood planking cut to fit between wood studding. Fasten with four 3/8 inch x 2-1/2 inch lag bolts with washers.

#### 2.04 VITREOUS CHINA WATER CLOSETS

- A. Fixtures: Vitreous china, full size, elongated bowl with integral flushing rim and jet; trapway at the rear and the outlet centered between a pair of hold down bolt holes.
  - 1. Trapway size: Pass minimum ball of 2 inches.
  - 2. Trap seal: 2 inches minimum.
  - 3. Water surface area: 12 inches x 10 inches minimum.
  - 4. Provisions for flushing:
    - a. 1-1/2 inch spud for flush valve operation.
  - 5. Floor Supported Fixture Heights:

- a. Handicapped Accessible Fixture: 17 to 19 inches from finished floor to top of seat (15-13/16 to 17-13/16 inches from finished floor to top of rim based on 1-3/16 inch seat height).
- B. Operation: Fixture shall flush satisfactorily without extraordinary rise of water level in the bowl.
  - 1. Maximum gallons of water per flush: 1.3 gallons.
- C. Flush Tank: Vitreous china secured to and supported by the closet bowl and separate lift off cover with provisions for locking.
  - 1. Float valve with nylon seat and vacuum breaker.
  - 2. Flushing valve.
  - 3. Metal trip lever.
  - 4. Supply: 1/2 inch ips brass pipe with a key operated stop and solid cast brass escutcheon.
- E. Closet Seat: Extra heavy duty, commercial design; Model 1655-C by Bemis Mfg. Co., Model No. 527-CH by Beneke Corp., or Model No. 9500C by Church Seat Co.
  - 1. Material and Construction: Solid plastic, open front, less cover, molded in one piece with no joints, seams or crevices.
  - 2. The manufacturer's name shall be molded into the seat.
  - 3. Metal check hinges shall be integrally molded into the seat. Hinges, inserts, bearings and posts shall be of brass or stainless steel. Cover upper post and metal exposed above fixture rim with plastic to match seat.
  - 4. Surface shall be hard, polished, impervious to moisture, and not affected by the action of uric acid.
  - 5. Color: White.

#### 2.05 WATER CLOSET CARRIER

- A. Closet Carrier (For Wall Hung Water Closets): Commercial type cast iron combination chair carrier and drainage fitting with the following:
  - 1. Face Plate: Cast iron; height adjustable.
  - 2. Feet: Cast iron, adjustable, with provisions for bolting to the floor slab.
  - 3. Studs, Nuts and Washers: Steel, treated for corrosion resistance.
  - 4. Fixture Washers: Plastic.
  - 5. Adjustable Closet Connection: Cast iron, steel, or ABS plastic.
  - 6. Fitting Ends: Compatible with the drainage piping system.
  - 7. Gasket: Impregnated felt or neoprene closet gasket; lead or neoprene face plate gasket.
  - 8. Stud thread protectors.
  - 9. Factory painted.
  - 10. Vandal Resistant Trim: Polished chrome plated metal cap nuts and washers retained with vandal resistant set screws.
- C. Ferrous metal members of carriers and supporting devices with the exception of chrome plated or porcelain enameled cast iron, shall be factory painted for corrosion resistance.

#### PART 3 EXECUTION

#### 3.01 FIXTURE SUPPORT AND SUPPORTING DEVICE INSTALLATION

- A. Install heavy duty floor mounted carrier supports with specified fixture supporting devices for wall type plumbing fixtures.
  - 1. Secure to building construction with lag bolts and metal expansion shields, or other appropriate means as required by the construction encountered.
- B. Secure exposed external components in place with vandal resistant fasteners or devices which cannot be removed without the use of special tools.

### 3.02 FIXTURE INSTALLATION

- A. Install the Work of this section in accordance with the manufacturer's printed installation instructions.
- B. Install fixtures level and at proper height, tighten connections, and install hold-down bolts, cap nuts and cover plates, where required.

#### C. Lavatories:

- 1. Mount handicapped accessible fixtures 34 inches from finished floor to rim. Refer to Standard Drawing No. 93/S3013 bound herein, for special clearances required for handicapped accessible fixtures.
- 2. Caulk joint between fixture back and wall with Type 1D sealant; strike a neat joint.

# D. Countertop Lavatory:

- 1. Install fixture with securing devices supplied.
- 2. Set fixture on bedding of sealant, tighten securing devices and remove excess sealant.

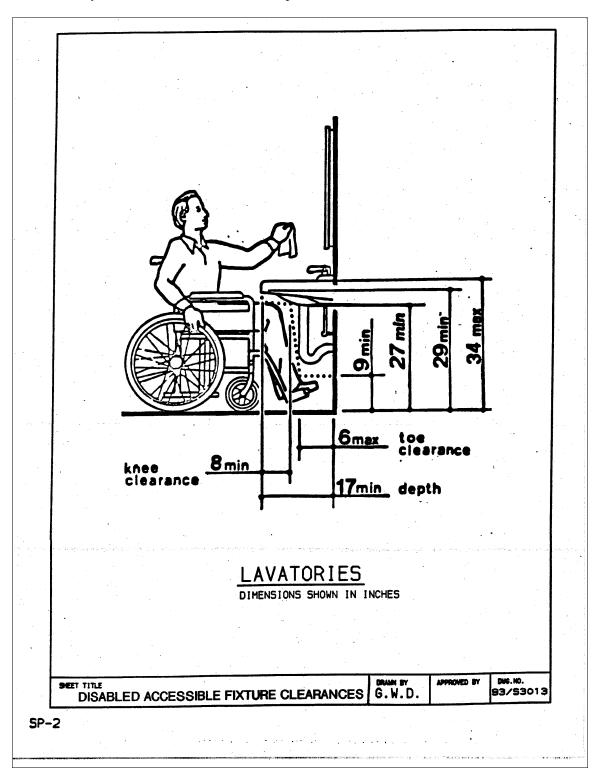
# E. Water Closets:

- 1. Wall Hung Fixtures:
  - a. Handicapped Accessible Fixtures: Install fixtures 18 inches from finished floor to top of seat (16-13/16 inches floor to rim based on 1-3/16 inches seat height).
  - b. Set bearing nuts to position fixture 1/16 inch clear of finished wall.
  - c. Caulk the joint between fixture back and wall with Type 1D sealant; strike a neat joint.
- 2. After connections are tightened, install cap nuts and washers.
- 3. Install water closet seats when directed.

# 3.03 CLEANING, FLUSHING AND ADJUSTMENT

- A. Clean fixture and trim. Remove grease and dirt; polish surfaces but leave stickers and warning labels intact.
- B. Flush supply piping and traps; clean strainers.

- C. Adjust stops for proper delivery.
- D. Adjust metering faucets for proper timing.



#### **VALVES**

# PART 1 GENERAL

# 1.01 ABBREVIATIONS

- A. IBBM: Iron body, bronze mounted.
- B. OS&Y: Outside screw and yoke.
- C. WOG: Water, oil, gas.
- D. WSP: Working steam pressure.

#### 1.02 SUBMITTALS

- A. Product Data: Manufacturer's catalog sheets and specifications for each valve type.
- B. Valve Schedule: List type of valve, manufacturer's model number, and size for each service application.

#### PART 2 PRODUCTS

# 2.01 VALVES - GENERAL

- A. Valve Standardization: Valves from one or more manufacturers may be used, however valves supplied for each specific valve type shall be the product of one manufacturer.
- B. Valves shall be first quality, free from all imperfections and defects, with body markings indicating manufacturer and rating.
- C. Valve parts of same manufacturer, size and type shall be interchangeable.
- D. Manually operated gate, globe and angle valves shall be of rising stem type, unless otherwise specified.
- E. Valves which use packing, shall be capable of being packed when wide open and under full working pressure.
- F. Size valves the same size as the piping in which they are installed, unless specified otherwise.

# 2.02 GLOBE AND ANGLE VALVES

- A. Type J: 125 WSP, 200 psig WOG, bronze body, threaded bonnet, and threaded ends. Acceptable Valves: Crane 1, Hammond IB440 & IB463, Jenkins 101J, Milwaukee 502, Nibco T211 & T311, and Stockham B16.
- B. Type O: 125 psig, 200 psig WOG, bronze body, threaded bonnet, and solder ends. Acceptable Valves: Crane 1310, Hammond IB423, Jenkins 1200C, Milwaukee 1502, Nibco S211, and Stockham B17.

# 2.03 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, Unfired Pressure Valves, etc., shall be tested, rated and listed, unless otherwise specified. 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. 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.

# 2.04 NEEDLE STOP VALVES

A. For Temperatures to 300 degrees F.: All brass or forged carbon steel construction, union bonnet, threaded ends, built for 1000 psi at 300 degrees F. Acceptable Manufacturers: Marsh Instrument Co., H.O. Trerice Co., Weksler Instruments Co.

# 2.05 GAGE COCKS

A. Gage Cocks: All brass construction, "T" or lever handles, threaded ends, built for 300 psig hydraulic pressure. Acceptable Manufacturers: Marsh Instrument Company, Mueller Instruments Co., H.O. Trerice Co. and Weksler Instruments Corp.

# 2.06 BALL VALVES

- A. Type BV: 150 psig WSP, 600 psig WOG, 2-piece full port, bronze body, solid blow-out proof stem, teflon seats, chrome plated brass ball, teflon seals, corrosion resistant steel lever handles with vinyl grips and threaded or solder ends. Acceptable Manufacturers: Apollo, Hammond, Milwaukee, Nibco, and Watts.
  - 1. Valve Option: Extended Stem.

#### 2.07 WATER PRESSURE REDUCING VALVES

- A. Cold Water Make-Up Service:
  - Adjustable direct acting, spring loaded, diaphragm operated, single seat type conforming to ASSE 1003 - Performance Requirements for Water Pressure Reducing Valves for Domestic Water Supply Systems. Acceptable Manufacturers: Bell & Gossett, Watts, and Wilkins.
    - a. Body: Brass or bronze construction.
    - b. Wetted Parts: Brass, bronze, stainless steel, or nickel alloy construction.
    - c. Renewable seat and removable composition disc.
    - d. Integral low inlet pressure check valve.
    - e. Operating Temperature Range: 33-160 degrees F.
    - f. Maximum Working Pressure: 125 psi.
  - 2. Pressure reducing valves with integral strainers may be substituted for approval, in lieu of separate valve and strainer, if integral strainer and valve meet individual valve and strainer specifications.

# 2.08 BACKFLOW PREVENTERS

- A. Double check valve with intermediate atmospheric vent, conforming to ASSE 1012.
  - 1. Performance: 175 psig and 210 degrees F maximum working conditions.
  - 2. Assembly: Internal strainer, and union connections.

# 2.09 POINT OF USE GAS PRESSURE REGULATOR

- A. Type POV: A point of use ventless gas pressure regulator or ventless appliance regulator shall be installed at the appliance:
  - 1. Installed in accordance with the manufacturer's requirements and in accordance with NYS FGC.
  - 2. Shall be listed as complying with ANSI Z21.80/CSA 6.22.
  - 3. Installed in an accessible location.
  - 4. Installed with shutoff valves upstream of regulator to allow for maintenance.
  - 5. Protected from physical damage.
  - 6. Shall be equipped and labeled with an approved internal vent-limiting device.
  - 7. Shall be installed in horizontal piping.

#### PART 3 EXECUTION

### 3.01 INSTALLATION

A. General: Install valves at locations noted on the drawings or specified.

# 3.02 VALVE APPLICATION SCHEDULE

- A. Schedule of valve applications for the different services is as follows:
  - 1. Hot Water 125 psig and Less:
    - a. 3 inch and Less: BV balls, J or O globes or angles.
  - 2. Cold Water 125 psig and Less:

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a.

- 3 inches and Less: Solder end, BV balls. b. Note: valving upstream of the double check valve shall be NSF compliant for use in potable water system.
- Natural Gas 125 psig and less: 3.
  - 2 inches and Less: BV ball valves rated for use in natural gas system and POV pressure regulator.

#### PIPE HANGERS AND SUPPORTS

# PART 1 GENERAL

#### 1.01 PRODUCTS FURNISHED BUT NOT INSTALLED UNDER THIS SECTION

A. Companion high density filler pieces for installation over the top 180 degree surface of pipe or tubing, at points of support where a combination clevis hanger, insulation shield and high density insulating saddle are installed.

# 1.02 SUBMITTALS

- A. Shop Drawings:
  - 1. Details of trapeze hangers and upper hanger attachments for piping 4 inches in diameter and over. Include the number and size of pipe lines to be supported on each type of trapeze hanger.
  - 2. Details of pipe anchors.
- B. Product Data: Catalog sheets, specifications and installation instructions for each item specified except fasteners.

# 1.03 QUALITY ASSURANCE

- A. Regulatory Requirements:
  - 1. Comply with the applicable requirements of the ASME B31 Piping Codes.
  - 2. Unless otherwise shown or specified, comply with the requirements of the Manufacturer's Standardization Society of the Valve and Fittings Industry (MSS) Standards SP-58, and SP-69.

#### PART 2 PRODUCTS

#### 2.01 PIPE HANGERS AND SUPPORTS

- A. Combination clevis hanger, pipe insulation shield and vapor barrier jacketed high density insulating saddle with companion high density filler piece.
  - 1. Insulating saddles and filler pieces shall be of the same thickness and materials as the adjoining pipe insulation. Saddles shall cover the lower 180 degrees of the pipe or tubing, and companion filler pieces shall cover the upper 180 degrees of the pipe or tubing. Physical sizes, gages, etc. of the components of insulated hangers shall be in accordance with the following schedule:

PIPE OR	SHIELD		SADDLE	VAPOR BARRIER
TUBING SIZE	LENGTH	SHIELD GAGE	LENGTH	JACKET LENGTH
(Inches)	(Inches)		(Inches)	(Inches)
Up to 2-1/2	4	16	6	10

B. Pipe Insulation Shields: Fabricated of steel, with a minimum arc of 180 degrees, unless otherwise indicated. Shields for use with hangers and supports, with the exception of combination clevis type hangers, shall be in accordance with the following schedule:

Specifications

PIPE OR TUBING SIZE (Inches)	SHIELD LENGTH (Inches)	SHIELD GAGE
Up to 2-1/2	8	18

- C. Pipe Covering Protection Saddles: 3/16 inch thick steel, of sufficient depth for the insulation thickness specified, notched so that saddle contact with the pipe is approximately 50 percent of the total axial cross section. Saddles for pipe 12 inches in size and larger shall have a center support.
- D. Pipe Hangers: Height adjustable standard duty clevis type, with cross bolt and nut.
- E. Adjustable Floor Rests and Base Flanges: Steel.
- F. Hanger Rods: Mild, low carbon steel, fully threaded or threaded at each end, with two nuts at each end for positioning rod and hanger, and locking each in place.
- G. Riser Clamps: Malleable iron or steel.
- H. Rollers: Cast Iron.
- I. Restraints, Anchors, and Supports for Grooved End Piping Systems: As recommended by the grooved end fitting manufacturer, and as required for seismic restraints.

### 2.02 ANCHORS AND ATTACHMENTS

- A. Sleeve Anchors (Group II, Type 3, Class 3): Molly's Div./USM Corp. Parasleeve Series, Ramset's Dynabolt Series, or Red Head/Phillips AN, HN, or FS Series.
- B. Wedge Anchors (Zinc Plated, Group II, Type 4, Class 1): Hilti's Kwik Bolt Series, Molly's Div./USM Corp. Parabolt PB Series, Ramset's Trubolt T Series, or Red Head/Phillips WS Series.
- C. Self-Drilling Anchors (Group III, Type 1): Ramset's RD Series, or Red Head/Phillips S Series.
- D. Beam Clamps: Forged steel beam clamp, with weldless eye nut (right hand thread), steel tie rod, nuts, and washers, Grinnell's Fig No. 292 (size for load, beam flange width, and rod size required).

#### 2.03 FASTENERS

A. Bolts, Nuts, Washers, Lags, and Screws: Medium carbon steel; size and type to suit application; galvanized for high humidity locations, and treated wood; plain

finish for other interior locations. Except where shown otherwise on the Drawings, furnish type, size, and grade required for proper installation of the Work.

# 2.04 SHOP PAINTING AND PLATING

- A. Hangers, supports, rods, inserts and accessories used for pipe supports, unless chromium plated, cadmium plated or galvanized shall be shop coated with metal primer paint. Electroplated copper hanger rods, hangers and accessories may be used with copper pipe or copper tubing.
- B. Hanger supports for chromium plated pipe shall be chromium plated brass.

#### PART 3 EXECUTION

#### 3.01 INSTALLATION

- A. Do not hang or support one pipe from another or from ductwork.
  - 1. Do not bend threaded rod.
- B. Support all insulated horizontal piping by means of hangers or supports with insulation shields installed outside of the insulation.
- C. Space hangers or supports for horizontal piping on maximum center distances as listed in the following hanger schedules, except as otherwise specified, or noted on the Drawings.
  - 1. For Copper Pipe and Copper Tubing:

PIPE OR TUBING SIZE (Inches)	MAXIMUM SPACING (Feet)
1-1/2 and under	6

- 2. For Directional Changes: Install a hanger or support close to the point of change of direction of all pipe runs in either a horizontal or vertical plane.
- 3. For Concentrated Loads: Install additional hangers or supports, spaced as required and directed, at locations where concentrated loads such as in-line pumps, valves, fittings or accessories occur, to support the concentrated loads.
- 4. For Branch Piping Runs and Runouts Over 5 feet In Length: Install a minimum of one hanger, and additional hangers if required by the hanger spacing schedules.
- 5. Parallel Piping Runs: Where several pipe lines run parallel in the same plane and in close proximity to each other, trapeze hangers may be submitted for approval. Base hanger spacing for trapeze type hangers on the smallest size of pipe being supported. Design the entire hanger assembly based on a safety factor of five, for the ultimate strength of the material being used.
- D. Size hanger rods in accordance with the following:

PIPE OR TUBING SIZE (Inches)	SINGLE ROD HANGER SIZE (Inches)		DOUBLE ROD HANGER SIZE (Inches)	
	PIPE	TUBING	PIPE	TUBING
1/2 to 2	3/8	1/4	3/8	1/4

# E. Vertical Piping:

- 1. Support vertical risers of piping systems, by means of heavy duty hangers installed close to base of pipe risers, and by riser clamps with extension arms at intermediate floors, with the distance between clamps not to exceed 25 feet, unless otherwise specified. Support pipe risers in vertical shafts equivalent to the aforementioned. Install riser clamps above floor slabs, with the extension arms resting on floor slabs. Provide adequate clearances for risers that are subject to appreciable expansion and contraction, caused by operating temperature ranges.
- 2. Install intermediate supports between riser clamps on maximum 6 foot centers, for copper tubing risers 1-1/4" in size and smaller, installed in finished rooms or spaces other than mechanical equipment machine or steam service rooms, or penthouse mechanical equipment rooms.
- F. Floor Supports: Install adjustable yoke rests with base flanges, for the support of piping, unless otherwise indicated on the Drawings. Install supports in a manner, which will not be detrimental to the building structure.

### 3.02 UPPER HANGER ATTACHMENTS

#### A. General:

- 1. Secure upper hanger attachments to overhead structural steel, steel bar joists, or other suitable structural members.
- 2. Do not attach hangers to steel decks that are not to receive concrete fill.
- 3. Do not attach hangers to precast concrete plank decks less than 2-3/4 inches thick.
- 4. Do not use flat bars or bent rods as upper hanger attachments.
- B. Attachment to Steel Frame Construction: Provide intermediate structural steel members where required by pipe support spacing. Select steel members for use as intermediate supports based on a minimum safety factor of five.
  - 1. Do not use drive-on beam clamps.
  - 2. Do not support piping over 4 inches in size from steel bar joists. Secure upper hanger attachments to steel bar joists at panel points of joists.
  - 3. Do not drill holes in main structural steel members.
  - 4. Beam clamps, with tie rods as specified, may be used as upper hanger attachments for the support of piping, subject to clamp manufacturer's recommended limits.
- C. Attachment to Existing Cast-In-Place Concrete:

- 1. For piping up to a maximum of 4 inches in size, secure hangers to overhead construction with self-drilling type expansion shields and machine bolts.
- 2. Secure hangers to wall or floor construction with single unit expansion shields or self-drilling type expansion shields and machine bolts.

# 3.03 PIPE INSULATION SHIELDS

A. Unless otherwise specified, install a pipe insulation shield, at all points of support. Center shields on all hangers and supports outside of high density insulation insert, and install in such a manner so as not to cut, or puncture jacket.

# **END OF SECTION**

#### **SECTION 230550**

#### VIBRATION ISOLATION

# PART 1 GENERAL

#### 1.01 SUBMITTALS

- A. Shop Drawings:
  - 1. Details of intermediate structural steel members and method of attachment required for installation of vibration isolating devices.
  - 2. Design Calculations: Calculations for selection of vibration isolators, design of vibration isolation bases, and selection of seismic restraints.
- B. Product Data:
  - 1. Catalog sheets, specifications, and installation instructions.
  - 2. Vibration isolator schedule showing usage.

#### PART 2 PRODUCTS

# 2.01 MANUFACTURERS/COMPANIES

- A. Amber-Booth Co.
- B. Korfund Dynamics Corp.
- C. Mason Industries Inc.
- D. Vibration Eliminator Co., Inc.
- E. Vibration Mountings and Controls, Inc.

### 2.02 COMBINATION RUBBER AND SPRING ISOLATORS

- A. Type: Combination rubber and spring type designed for insertion in a split hanger rod for isolating equipment from the overhead construction.
  - 1. Approved isolators: Amber Booth Type BSSR, Korfund Type VX, Mason Industries, Type DNHS, Vibration Eliminator Co. Type SNRC and Vibration Mountings and Controls Type RSH.

# PART 3 EXECUTION

# 3.01 INSTALLATION

A. Install per the manufacturer's written installation instructions.

#### 3.02 VIBRATION ISOLATION SCHEDULE

# A. Unit Heaters:

1. Ceiling suspended unit heaters: Provide combination rubber-in-shear and spring type isolator.

# 3.03 FIELD QUALITY CONTROL

# A. Field Inspections:

- 1. Prior to initial operation, inspect the vibration isolators for conformance to drawings, specifications, and manufacturer's data and instructions.
  - a. Check for vibration and noise transmission through connections, piping, ductwork, foundations, and walls.
  - b. Check connector alignment before and after filling of system and during operation.
  - c. Correct misalignment without damage to connector and in accordance with manufacturer's recommendations.

#### B. Tests

1. Adjust, repair, or replace isolators as required to reduce vibration and noise transmissions to specified levels.

# **END OF SECTION**

#### **SECTION 230593**

#### **CLEANING AND TESTING**

# PART 1 GENERAL

#### 1.01 RELATED WORK SPECIFIED ELSEWHERE

A. Balancing of Systems: Section 230594.

### 1.02 SUBMITTALS

- A. Quality Control Submittals
  - 1. Test Reports (Field Tests):
    - a. Submit data for each system tested, and/or disinfected; include date performed, description, and test results for each system.

# 1.03 QUALITY ASSURANCE

- A. Regulatory Requirements:
  - 1. Perform factory testing of factory fabricated equipment in complete accordance with the agencies having jurisdiction.
  - 2. Perform field testing of piping systems in complete accordance with the local utilities and other agencies having jurisdiction and as specified.

#### 1.04 PROJECT CONDITIONS

A. Protection: During test Work, protect controls, gages and accessories which are not designed to withstand test pressures. Do not utilize permanently installed gages for field testing of systems.

# 1.05 SEQUENCING AND SCHEDULING

- A. Transmit written notification of proposed date and time of operational tests to the Owner's Representative at least 5 days in advance of such tests.
- B. Perform cleaning and testing Work in the presence of the Owner's Representative.
- C. Pressure test piping systems inside buildings, at the roughing-in stage of installation, before piping is enclosed by construction Work, and at other times as directed. Perform test operations in sections as required and directed, to progress the Work in a satisfactory manner and not delay the general construction of the building. Valve or cap-off sections of piping to be tested, utilizing valves required to be installed in the permanent piping systems, or temporary valves or caps as required to perform the Work.

#### PART 2 PRODUCTS

#### 2.01 MATERIALS

- A. Test Equipment and Instruments: Type and kind as required for the particular system under test.
- B. Test Media (water): As specified for the particular piping or system under test.
- C. Cleaning Agent (chemical solution): As specified for the particular piping, apparatus or system being cleaned.

#### PART 3 EXECUTION

# 3.01 PRELIMINARY WORK

A. Thoroughly clean pipe and tubing prior to installation. During installation, prevent foreign matter from entering systems. Prevent if possible and remove stoppages or obstructions from piping and systems.

### 3.02 PRESSURE TESTING OF PIPING

A. Piping shall be tight under test and shall not show loss in pressure or visible leaks, during test operations or after the minimum duration of time as specified. Remove piping which is not tight under test; remake joints and repeat test until no leaks occur.

#### B. General:

- 1. Pressure test piping systems inside buildings, at the roughing-in stage of installation, before piping is enclosed by construction Work, and at other times as directed.
- 2. Perform test operations in sections as required and directed, to progress the Work in a satisfactory manner and not delay the general construction of the building.
- 3. Valve or cap-off sections of piping to be tested, utilizing valves required to be installed in the permanent piping systems, or temporary valves or caps as required to perform the Work.
- 4. Isolate existing piping from pressure testing.
- 5. Pressure test only new piping unless otherwise specified or directed by Owner's Representative.

# C. Water Systems:

- 1. Circulating water systems, unless otherwise specified:
  - a. Before final connections are made perform hydrostatic test at 1-1/2 times the maximum working pressure, but not less than 125 psig, for 4 hours.
  - b. After final connections are made perform hydrostatic retest at a pressure equal to maximum operating system design pressure, but not less than 30 psig, for 4 hours.

# 3.03 TESTING OF EQUIPMENT, APPARATUS AND APPURTENANCES

A. Relief Valves: Increase pressure in equipment or apparatus to relief valve setting, to test opening of valves at required relief pressures.

# 3.04 HEATING, VENTILATING AND AIR CONDITIONING SYSTEMS - CLEANING AND OPERATIONAL TESTING

- A. Circulating Heating Hot Water Systems in Buildings:
  - 1. Cleaning:
    - a. Flush systems and apparatus, upon completion of pressure test(s).
    - b. Completely open valves and flush each system with clean water, prior to chemical cleaning.
    - c. Repeatedly flush at short intervals until twice the system water capacity has been flushed through.
    - d. Chemically clean systems immediately following flushing operations.
    - e. Circulate a solution consisting of trisodium phosphate, in a proportion of one pound of chemical to every 50 gallons of water in the system.
    - f. Completely fill system with cleaning solution; vent as required, and place in operation, with automatic controls operating and valves fully open.
    - g. Allow system to reach design operating temperature or an operating temperature designated by the Owner's Representative.
    - h. Circulate the solution through the system for a minimum of 4 consecutive hours; immediately drain system and flush with clean water until the pH at the farthest drain matches the clean water input.
    - i. Provide temporary pipe and /or hose required to drain system.
    - j. Keep strainers unplugged during cleaning operations. Remove and clean strainer screens prior to operational test.
    - k. Refill system with clean water and correct pH to 7.
    - l. Do not flush steam piping thru steam coils. Provide temporary steam supply and condensate piping to bypass steam coils.
    - m. Upon completion of flushing, remove temporary piping and reconnect steam coil.
  - 2. Operational Test:
    - a. Run system in an automatic mode for a minimum of 120 consecutive hours.
    - b. During this time, make final adjustments, including the setting of the balancing valves.

### **END OF SECTION**

#### **SECTION 230594**

#### **BALANCING OF SYSTEMS**

# PART 1 GENERAL

#### 1.01 RELATED WORK SPECIFIED ELSEWHERE

A. Systems Cleaning, Pressure and Operational Testing: Section 230593.

### 1.02 SUBMITTALS

### A. Quality Control Submittals:

- 1. Testing, Adjustment and Balancing Reports:
  - a. Submit final testing and balancing results on applicable report forms, as approved or furnished by the environmental systems balancing council or bureau, which is certifying the independent member agency performing the Work, required by this Section. Each final systems report form shall bear the signature of the person performing the Work and recording the data and the signature of the certified supervisor for the performing agency. Submit simultaneously with the final reports, a list of the instruments used with the last date of calibration for each instrument.

#### 1.03 **QUALITY ASSURANCE**

#### A. Qualifications:

- 1. Provide the services of a certified independent agency for the testing, adjustment and balancing of all air distribution and hydronic distribution systems complete with all connected apparatus and equipment. The agency shall be certified by the Associated Air Balance Council Bureau AABC, Los Angeles, Cal. 90026 or by National Environmental Balancing Bureau NEBB, Arlington, Va. 22209.
- 2. The Work shall be performed by skilled mechanical technicians under the direct supervision of certified personnel in the employ of the independent agency. The supervisor shall be personally certified by the national council or bureau, as approved by the Owner.

# 1.04 SEQUENCING AND SCHEDULING

# A. Scheduling:

- 1. Perform environmental systems testing and balancing after cleaning, miscellaneous testing, adjustment and operational testing Work has been completed.
- 2. Test and balance system during a period of time when outside temperature conditions will impose a significant load on the system; i.e., summer months for air conditioning system, winter months for heating system. Balance and adjust systems accordingly.

3. Send written notification to the Owner a minimum of five days prior to the performance of testing and balancing Work. Perform testing and balancing Work in the presence of the Owner's Representative.

# PART 2 PRODUCTS

### 2.01 TEST EQUIPMENT

- A. General Information: Test instruments are included in this specification for information only. Balancing of air and hydronic systems shall be performed by qualified personnel utilizing company owned test instruments, which will remain the property of the company. Use test instruments which are in first class operating condition, with individual calibration histories to guarantee their accuracy. Test instruments shall be of type and kind as required by the type of system installed. Trade names and manufacturer's names are mentioned in this section for descriptive purposes only; instruments of equivalent range and capabilities may be utilized.
- B. Air Balancing Instruments:
  - 1. Manometers: Inclined with ranges of 0 to 1/4 inch and 0 to 1 inch; Combination inclined and vertical with a range of 0 to 5 inches and U tube type, 18 inches.
  - 2. Portable "Magnehelic" Draft Gages: Ranges 0 to 1/2 inch, 0 to 1 inch and 0 to 5 inches.
  - 3. Anemometers: Deflecting vane type with a range of 100 to 3000 fpm, similar to Alnor Velometer Model 6000 BP and 4 inches diameter rotating vane type.
  - 4. Pitot Tubes: ASHRAE standard type, stainless steel, 5/16 inch diameter, lengths as required.
  - 5. Sling Psychrometer.
  - 6. Smoke Candles and Smoke Generator.
- C. Hydronic Balancing Instruments:
  - 1. Calibrated Test Gages: Ranges 0 to 30 lbs., 0 to 60 lbs., 0 to 200 lbs.
  - 2. Calibrated Test Gages (Compound Type): Ranges from -30 inches to 30 lbs. and -30 inches to 60 lbs.
  - 3. U Tube Manometer: 36 inches.
- D. Air and Hydronic Systems Balancing Instruments:
  - 1. Thermometers: 12 inches mercury column type and dial type, with a range of -40 to  $\pm$ 120 degrees F. and 0 to 220 degrees F. Total of four thermometers.
  - 2. Universal Hand Tachometer: Herman H. Sticht Type UH.
  - 3. Stop Watch.
  - 4. Stroboscope.
  - 5. Contact Pyrometer: Thermocouple type.
  - 6. Volt-Ohm-Ammeter Test Kit, High Current Type: Sperry "Ohmprobe".
  - 7. Volt-Ammeter: With leads for connecting to lugs.

#### PART 3 EXECUTION

#### 3.01 PRELIMINARY WORK

- A. Pre-Balancing: Provide pre-balancing measurements of air and hydronic systems as noted on the drawings.
- B. Circulating Water Systems: Prior to balancing the system, bleed all air vents so as to completely flood the system; check pumps for proper rotation; clean strainers and set balancing and system stop valves in the full-open position.
- C. Ventilating and Air Conditioning Systems: Prior to balancing the system, check fans for proper rotation; check filters for cleanliness and proper installation and set dampers in the normal operating position.

#### 3.02 BALANCING OF CIRCULATING WATER SYSTEM

A. Equipment Schedules and Report Sheets: Prepare itemized equipment schedules, listing all heating or cooling elements and equipment in the system to be balanced. List in order on equipment schedules, by pump or zone according to the design, all heating or cooling elements and all zone balancing valves or balancing devices. Break down schedules into zones to circuits, starting from the zone or circuit pump and terminating with the last item of equipment or transfer element in the respective zone or circuit. Include on schedule sheets, column titles listing the location, type of element or apparatus, design conditions and water balance readings. Prepare individual pump report sheets for each individual system or zone pump.

# B. Balancing:

- 1. Place system in full automatic operation, with automatic controls set in accordance with design conditions, and allow water to reach design temperature.
- 2. Test pumps and balance flow. Record the following on pump report sheets:
  - a. Suction and discharge pressure.
  - b. Running amps and brake horsepower of pump motor under full flow and no flow conditions.
  - c. Pressure drop across pump in feet of water and total gpm pump is handling under full flow conditions.
- 3. Set zone or circuit balancing valve at each pump, to handle the design GPM
- 4. Check pumps for flow, after the system has been balanced.
- 5. Record test readings, calculations and results.

# 3.03 BALANCING OF VENTILATING AND AIR CONDITIONING SYSTEMS

- A. Equipment Schedules and Report Sheets:
  - 1. Prepare itemized air balance schedules for each system listing all air handling units and air outlets for each system. Schedule multi-zone systems by individual zones. Start each schedule from the inlet or the air

- handling unit and terminate with the last air inlet or outlet device in the system or zone.
- 2. Prepare individual air handling unit report sheets, noting manufacturer's published performance data.
- 3. Record all test readings, calculations and results.

# B. Balancing:

- 1. Inspect All Equipment: Establish a definite operational test condition for test and air balance purposes. In accordance with test condition selected, such as minimum fresh air dampers open, turn on all air handling systems in the building, including all exhaust systems.
- 2. Balance a system starting with the air handling unit. Check fan speed, using a tachometer with a self-timing device and the power reading of the fan motor using a volt-amp meter. Calculate the actual brake horse power from the tachometer and volt-amp meter readings. Compare the actual fan speed reading and the motor power reading, with the air handling unit manufacturer's published performance data, and if they check within reasonable limits, make duct velocity readings on the main ducts. Drill holes in the main ducts and using a velocity measuring instrument take velocity readings. Take velocity readings in each zone duct of a multi-zone system and in addition, in the main branch ducts of a reheat type system. Close and seal test holes with metal snap hole plugs and duct tape. Calculate the cfms of the ducts. Establish the total air for the fan or system under test. Compare the design data with the test results, and if the total air is high or low, adjust the fan speed accordingly. Repeat the described test procedure for all air handling units, including all supply air, return air and exhaust air apparatus. With the total air for the system established, use the same duct velocity check system for adjusting the main splitter dampers or other volume control devices for the various branches of the system. Test and adjust the individual air inlet or outlet devices, after the main ducts, zone ducts and branch ducts have been set at design conditions. Adjust individual air inlet and outlet devices, such as registers and diffusers, for air pattern and volume, in the manner recommended by the manufacturer of the devices. The total cfm of all inlets or outlets shall equal the total cfm of all branches, which in turn shall equal the total air volume of the air handling units. The system is balanced, when the results of the specified test procedures check with the design data, that is, fan speed and horsepower; total air by velocity readings and total air by inlet or outlet volume.

# 3.04 FIELD QUALITY CONTROL

- A. Inspection: Prior to the environmental testing and balancing of hydronic and air distribution systems, the certified supervisor in the employ of the testing and balancing agency shall inspect the installations and notify the Owner's Representative of any Work which must be performed or modified prior to initiating testing and balancing procedures.
- B. Performance: Test and balance environmental hydronic and air distribution systems, including all connected equipment and apparatus, so as to conform to

the design conditions. Perform the Work of this section in accordance with the published standards of the balancing council or bureau, which is certifying the member firm. Record all test readings, calculations and results.

# **END OF SECTION**

#### **SECTION 230719**

#### **INSULATION**

# PART 1 GENERAL

#### 1.01 ABBREVIATIONS

- A. FS: Federal Specification.
- B. K: Thermal Conductivity, i.e., maximum Btu per inch thickness per hour per square foot.
- C. pcf: Pounds per cubic foot.
- D. PVC: Polyvinylchloride.

# 1.02 SUBMITTALS

- A. Product Data:
  - 1. Manufacturer's catalog sheets, specifications and installation instructions for insulation materials and jacket materials.
  - 2. Materials Schedule: Itemize insulation materials and thicknesses for each specified application in Insulation Material Schedules in Part 3 of this Section. Where optional materials are specified, indicate option selected.

# 1.03 QUALITY ASSURANCE

- A. Qualifications: The persons installing the Work of this Section and their Supervisor shall be personally experienced in mechanical insulation work and shall have been regularly employed by a company installing mechanical insulation for a minimum of 5 years.
- B. Regulatory Requirements:
  - 1. Insulation installed inside buildings, including duct lining materials, laminated jackets, mastics, sealants and adhesives shall have a Fire Spread/Smoke Developed Rating of 25/50 or less based on ASTM E 84.

# **PART 2 PRODUCTS**

# 2.01 INSULATION

- A. Fibrous Glass (Mineral Fiber) Insulation: Composed principally of fibers manufactured from rock, slag, or glass, with or without binders, and asbestos free.
  - 1. Preformed Pipe Insulation: Minimum density 3 pcf; ASTM C 547:
    - a. Class 1 (Suitable for Temperatures Up to 450 degrees F): K of 0.26 at 75 degrees F.

- 2. Premolded Fitting Insulation: Minimum density 4.0 pcf, K of 0.26 at 75 degrees F; ASTM C 547, Class 1.
- 3. Insulation Inserts for PVC Fitting Jackets: Minimum density 1.5 pcf, K of 0.28 at 75 degrees F; ASTM C 553, Type III.
  - a. Suitable for temperatures up to 450 degrees F.
- 4. Thermal and Acoustic Board Insulation (Duct Liner): Minimum density 3.0 pcf, K of 0.27 at 75 degrees F; ASTM C 1071, Type II.
  - a. Air Stream Side: Erosion, temperature, and fire resistant type; NFPA 90-A and 90-B.
- 5. Blanket Insulation:
  - a. For Ductwork (Suitable for Temperatures Up to 450 Degrees F): Minimum density 1.0 pcf, K of 0.31 at 75 degrees F; ASTM C 553, Type II.
  - b. For Breeching (Suitable for Temperatures up to 1200 degrees F): Minimum density 8 pcf, K of 0.55 at 400 degrees F, metal mesh faced one side; ASTM C 553, Type VII.
- B. High Density Jacketed Insulation Inserts for Hangers and Supports:
  - 1. For Use with Fibrous Glass Insulation:
    - a. Cold Service Piping:
      - 1) Polyurethane Foam: Minimum density 4 pcf, K of 0.13 at 75 degrees F, minimum compressive strength of 125 psi.
    - b. Hot Service Piping:
      - 1) Calcium Silicate: Minimum density 15 pcf, K of 0.50 at 300 degrees F; ASTM C 533.
      - 2) Perlite: Minimum density 12 pcf, K of 0.60 at 300 degrees F; ASTM C 610.
    - c. Ductwork: Fibrous glass board, minimum density 6 pcf, K of 0.26 at 75 degrees F, conforming to ASTM C 612, Type IA or IB
- C. Cements:
  - 1. Fibrous Glass Thermal Insulating Cement: Asbestos free; ASTM C 195.
  - 2. Fibrous Glass Hydraulic Setting Thermal Insulating and Finishing Cement: ASTM C 449/C 449M.

#### 2.02 JACKETS

- A. Laminated Vapor Barrier Jackets for Piping and Ductwork: Factory applied by insulation manufacturer, conforming to ASTM C 1136, Types I and II.
  - 1. Type I: Reinforced white kraft and aluminum foil laminate with kraft facing out.
    - a. Pipe Jackets: Furnished with integral 1-1/2 inch self sealing longitudinal lap, and separate 3 inch wide adhesive backed butt strips.
- B. Premolded PVC Fitting Jackets:
  - 1. Constructed of high impact, UV resistant PVC.
    - a. ASTM D 1784, Class 14253-C.
    - b. Working Temperature: 0-150 degrees F.

# 2.03 ADHESIVES, MASTICS, AND SEALERS

- A. Lagging Adhesive (Canvas Jackets): Childers' CP-50AMV1, Epolux's Cadalag 336, Foster's 30-36.
- B. Vapor Lap Seal Adhesive (Fibrous Glass Insulation): Childers' CP-82, Epolux's Cadoprene 400, Foster's 85-60 or 85-20.
- C. Vapor Barrier Mastic (Fibrous Glass Insulation): Permeance shall be .03 perms or less at 45 mils dry per ASTM E 96. Childers' CP-34, Epolux's Cadalar 670, Foster's 30-65.
- D. Adhesive (Fiberglass duct liner): Childers' Chil Quik CP-127, Foster Vapor Fas 85-60. Must comply with ASTM C 916, Type II
- E. Weather Barrier Breather Mastic (Reinforcing Membrane): Childers' VI-CRYL CP-10/11, Foster's Weatherite 46-50.

#### 2.04 MISCELLANEOUS MATERIALS

- A. Insulation Fasteners for Ductwork and Equipment:
  - 1. Acceptable Manufacturers: Duro-Dyne Corp.; Erico Fastening Systems, Inc.
  - 2. Type: Weld pins, complete with self-locking insulation retaining washers.
- B. Pressure Sensitive Tape for Sealing Laminated Jackets:
  - 1. Acceptable Manufacturers: Alpha Associates, Ideal Tape, Morgan Adhesive.
  - 2. Type: Same construction as jacket.
- C. Wire, Bands, and Wire Mesh:
  - 1. Binding and Lacing Wire: Nickel copper alloy or copper clad steel, gage as specified.
  - 2. Bands: Galvanized steel, 1/2 inch wide x 0.015 inch thick, with 0.032 inch thick galvanized wing seals.
  - 3. Wire Mesh: Woven 20 gage steel wire with 1 inch hexagonal openings, galvanized after weaving.

#### PART 3 EXECUTION

### 3.01 PREPARATION

- A. Perform the following before starting insulation Work:
  - 1. Install hangers, supports and appurtenances in their permanent locations.
  - 2. Complete testing of piping, ductwork, and equipment.
  - 3. Clean and dry surfaces to be insulated.

# 3.02 INSTALLATION, GENERAL

- B. Piping Insulation: Provide continuous insulation and jacketing when passing thru interior wall, floor, and ceiling construction.
  - 1. At Through Penetration Firestops: Coordinate insulation densities with the requirements of approved firestop system being installed. See Section 078400.
    - a. Insulation densities required by approved firestop system may vary with the densities specified in this Section. When this occurs use the higher density insulation.
- C. Do not intermix different insulation materials on individual runs of piping.

# 3.03 INSTALLATION AT HANGERS AND SUPPORTS

- A. Reset and realign hangers and supports if they are displaced while installing insulation.
- B. Install high density jacketed insulation inserts at hangers and supports for insulated ductwork, piping, and equipment.
- C. Insulation Inserts For Use with Fibrous Glass Insulation:
  - 1. Ductwork: Install 6 pcf density jacketed fibrous glass board, same thickness as adjoining insulation, sized for full bearing on supporting trapeze member, and as required to enable abutting to adjoining insulation and overlapping of jacketing.
  - 2. Piping: Where clevis hangers are used, install insulation shields and high density jacketed insulation inserts between shield and pipe.
    - a. Where insulation is subject to compression at points over 180 degrees apart, e.g. riser clamps, U-bolts, trapezes, etc.; fully encircle pipe with 2 protection shields and 2 high density jacketed fibrous glass insulation inserts within supporting members.
      - 1) Exception: Locations where pipe covering protection saddles are specified for hot service piping, 6 inch and larger.

# 3.04 INSTALLATION OF FIBROUS GLASS HOT SERVICE INSULATION

- A. Install insulation materials with field or factory applied ASTM C 1136 Type I laminated vapor barrier jacket unless otherwise specified.
- B. Piping:
  - 1. Butt insulation joints together, continuously seal minimum 1-1/2 inch wide self sealing longitudinal jacket laps and 3 inch wide adhesive backed butt strips.
    - a. Substitution: 3 inch wide pressure sensitive sealing tape, of same material as the jacket, may be used in lieu of butt strips.
  - 2. Fill voids in insulation at hanger with insulating cement.

# C. Fittings, Valves, Flanges and Irregular Surfaces:

- 1. Insulate with mitre cut or premolded fitting insulation of same material and thickness as insulation.
- 2. Secure in place with 16 gage wire, with ends twisted and turned down into insulation.
- 3. Butt fitting, valve and flange insulation against pipe insulation, and fill voids with insulating cement.
- 4. Insulate valves up to and including bonnets, without interfering with packing nuts.
- 5. Apply leveling coat of insulating cement to smooth out insulation and cover wiring.
- 6. After insulating cement has dried, coat insulated surface with lagging adhesive, and apply 4 oz or 6 oz canvas jacket as required by pipe size.
  - a. Lap canvas jacket on itself and adjoining pipe insulation at least 2 inches.
  - b. Size entire canvas jacket with lagging adhesive.

#### 3.05 INSTALLATION OF DUCTWORK INSULATION

- A. Fibrous Glass Blanket Insulation Application:
  - 1. Cut insulation to stretch-out dimensions as recommended by insulation manufacturer.
  - 2. Remove 2 inch wide strip of insulation material from the jacketing on the longitudinal and circumferential joint edges to form an overlapping staple/tape flap.
  - 3. Install insulation with jacketing outside so staple/tape flap overlaps insulation and jacketing on other end.
  - 4. Butt ends of insulation tightly together.
    - a. Rectangular and Square Ductwork: Do not compress insulation at duct corners.
  - 5. Staple longitudinal and circumferential joints with outward clinching staples minimum 6 inches on center, and seal with pressure sensitive sealing tape.
  - 6. Cut off pretruding ends of fasteners flush with insulation surface and seal with pressure sensitive sealing tape.
  - 7. Install duct insulation fasteners on bottom side of horizontal duct runs, when bottom dimension of the duct is in excess of 24 inches in width.
  - 8. Install duct insulation fasteners on sides of duct risers having a dimension over 24 inches in size.
  - 9. Seal tears, punctures, and penetrations of insulation jacketing with sealing tape and coat with vapor barrier mastic.
  - 10. Secure insulation to ductwork with fasteners spaced in accordance with the following schedule:

DUCT DIMENSION	SPACING OF FASTENERS (MINIMUM)
Up to 24 inches	None required.
24 inches to 48 inches	Horizontal Runs: 2 rows - 16 inches on center. Risers: 16 inches on center, all directions.
49 inches to 60 inches	Horizontal Runs: 3 rows - 16 inches on center. Risers: 16 inches on center, all directions.

DUCT DIMENSION	SPACING OF FASTENERS (MINIMUM)
61 inches and over	Horizontal Runs: 16 inches on center, all directions. Risers: 16 inches on center, all directions.

#### B. Bench Insulated Ductwork:

- 1. Insulate ducts prior to erection in place when ducts are required to be installed proximate to walls, ceilings, equipment or other ductwork, which will not permit adequate space for installation of insulation after ducts are installed.
- 2. Line interior surfaces of ducts with thermal and acoustic board insulation, when the specified application of exterior insulation is impractical.
  - a. Written permission from the Owner must be received, prior to the substitution of lined ducts for exterior insulated ducts.
  - b. Maintain interior cross-sectional areas of ducts, as noted on drawings.

# 3.06 FIELD QUALITY CONTROL

A. Field Samples: The Owner's Representative, may at their discretion, take field samples of installed insulation for the purpose of checking materials and application. Reinsulate sample cut areas.

# 3.07 PIPING AND EQUIPMENT INSULATION SCHEDULE

- A. Insulate all hot service piping, equipment, and appurtenances except where otherwise specified.
- B. Schedule of Items Not to be Insulated:
  - 1. Do not insulate the following hot service equipment:
    - a. Hot water pumps.

# 3.08 HOT SERVICE PIPE INSULATION MATERIAL SCHEDULE

	SERVICE AND TEMPERATURES	INSULATION MATERIAL	PIPE SIZES (INCHES)	MINIMUM (NOMINAL) INSULATION THICKNESS (INCHES)
E	Heating hot water piping within fin tube enclosure, above or below heating element.	Fibrous Glass with Type I Jacket	1-1/2 & Less	1/2
F	Heating hot water piping not within fin tube enclosure	Fibrous Glass with Type I Jacket	1-1/2 and Less	1

# 3.09 DUCTWORK SERVICE INSULATION SCHEDULE

A. Insulate all ductwork service except where otherwise specified.

# 3.10 DUCTWORK SERVICE INSULATION MATERIAL SCHEDULE

LOCATION	SERVICE	INSUL. MATERIAL	MINIMUM INSUL. THICKNESS	JACKET TYPE	MINIMUM REQUIRED R VALUE
Supply ductwork upstream of the VAV boxes	Air Conditioning Supply and Heating Supply Over 85 F.	Fibrous Glass Blanket	2-1/2	I	R-6
Supply ductwork downstream of the VAV boxes	Air Conditioning Supply and Heating Supply Over 85 F.	Fibrous Glass Internally lined	1-1/2 (Duct size listed on drawings is internal clear dimensions)	n/a	R-6

# A. **NOTES:**

1. Equipment: Insulate air handling equipment, not furnished with factory applied insulated jacket or internal insulation, with minimum 1-1/2 inch thick fibrous glass board with an ASTM C 1136 Type I jacket, installed and finished as specified for exposed ductwork in finished spaces.

# **END OF SECTION**

#### **SECTION 230924**

#### MODIFICATIONS TO DIRECT DIGITAL BUILDING CONTROL SYSTEM

# PART 1 GENERAL

#### 1.01 DESCRIPTION OF EXISTING SYSTEM

- A. The existing system is a Johnson Controls Metasys N2 System.
  - 1. Existing Controls Provider: Energy Management Technologies, LLC (EMTech)
    - a. Josh Bonner; 518-783-7810; jbonner@emtechcontrols.com

#### 1.02 MODIFICATIONS TO EXISTING SYSTEM

- A. Update head end display to provide graphics for all existing and new equipment integrated into the DDC system.
- B. Replace rooftop unit AC-1, it's associated VAV boxes, and it's controls.
- C. Replace rooftop unit AC-2 and it's controls.
- D. Integrate the boiler plant into the existing building automation system including the existing boiler, pump, and modified heating system.
- E. Replace the (5) office fin tube sections and provide controls.
- F. Direct Digital Building Control System (Building Automation System BAS): The existing control system shall be modified to provide automatic operation of the systems listed above. Control system modifications shall integrate into the existing Johnson Controls control system. The intent is to add to the existing controls system information, graphics screens and settings available to system operators; upgrade but do not remove existing features.
  - 1. Provide the services of the facility authorized service technician to integrate the control work provided by the contractor into the existing facility control system. The contractor shall be responsible for providing a head-end controller capable of being programmed to operate the systems on a stand alone basis, and with the capability to tie into and communicate with the existing facility control system. The facility Johnson Controls authorized service technician shall be responsible for control system integration, existing system programming and creating graphic screens. Energy Management Technologies, LLC; Josh Bonner.

### 1.03 BID ALTERNATE – REPLACE EXISTING SYSTEM

A. If the bid alternate portion of the project is accepted and approved, the existing building automation system shall be replaced in it's entirety including (but not limited to); building system controller, equipment controllers, application specific controllers, head end software, head end graphics and sequences, wiring, devices, sensors, etc.. Refer to the bid alternate drawings for further information

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regarding bid alternate controls work. The intent is to replace the building automation system, integrate the existing to remain equipment back into the system matching the pre-construction sequence, integrate the replacement equipment per the construction documents, and provide the use full access to the building automation system via remote login through the counties IT system (to match pre-construction conditions.

- B. The following equipment is existing to remain equipment that shall be integrated into the building automation system: Exhaust Fans EF-1, EF-2, EF-3, EF-4, EF-5, EF-6, EF-7; Heating and Ventilation Units HV-1 and HV-2; Garage gas detection systems. The boiler and ancillary equipment shall be replaced and the boiler plant shall be integrated into the building automation system. Refer to section 1.02 of the specification for base bid controls work.
- C. Replacement BAS Performance Standards. The BAS system shall conform to the following:
  - 1. Graphic Display. The system shall display a graphic with a minimum of 20 dynamic points. All current data shall be displayed within 10 seconds of the operator's request.
  - 2. Graphic Refresh. The system shall update all dynamic points with current data within 10 seconds.
  - 3. Object Command. The maximum time between the command of a binary object by the operator and the reaction by the device shall be 5 seconds. Analog objects shall start to adjust within 5 seconds.
  - 4. Object Scan. All changes of state and change of analog values shall be transmitted over the high-speed network such that any data used or displayed at a controller or workstation will be current within the prior 10 seconds.
  - 5. Alarm Response Time. The maximum time from when an object goes into alarm to when it is annunciated at the workstation shall not exceed 10 seconds.
  - 6. Program Execution Frequency. Custom and standard applications shall be capable of running as often as once every 5 seconds. The Contractor shall be responsible for selecting execution times consistent with the mechanical process under control.
  - 7. Programmable Controllers shall be able to execute DDC PID control loops at a selectable frequency from at least once every 5 seconds. The controller shall scan and update the process value and output generated by this calculation at this same frequency.
  - 8. Reporting Accuracy. Table 1 lists minimum acceptable reporting accuracies for all values reported by the specified system.

# a. Table 1: Reporting Accuracy

Measured Variable	Reported Accuracy
Space Temperature	±0.5°C [±1°F]
Ducted Air	±1.0°C [±2°F]
Outside Air	±1.0°C [±2°F]
Water Temperature	±0.5°C [±1°F]
Delta –T	±0.15°C[±0.25°F]
Relative Humidity	±5% RH
Water Flow	±5% of full scale
Air Flow (terminal)	±10% of reading *Note 1
Air Flow (measuring stations)	±5% of reading
Air Pressure (ducts)	±25 Pa [±0.1 "W.G.]
Air Pressure (space)	±3 Pa [±0.01 "W.G.]
Water Pressure	±2% of full scale *Note 2
Electrical Power	5% of reading *Note 3
Carbon Monoxide (CO)	± 50 PPM
Carbon Dioxide (CO2)	± 50 PPM

Note 1: (10%-100% of scale) (cannot read accurately below 10%)

Note 2: for both absolute and differential pressure

Note 3: \* not including utility supplied meters

# D. Bid Alternate - Quality Control Submittal:

- 1. Installer's Qualifications Data:
  - a. Name of each person who will be performing the Work and their employer's name, business address and telephone number.
  - b. Names and addresses of 3 similar projects that each person has worked on during the past 3 years.
- 2. Company Field Advisor Data: Include:
  - a. Name, business address and telephone number of Company Field Advisor secured for the required services.
  - b. Certified statement from the Company listing the qualifications of the Company Field Advisor.
  - c. Services and each product for which authorization is given by the Company, listed specifically for this project.
- 3. Qualifications: The persons installing the Work of this Section and their Supervisor shall be personally experienced in building control system work and shall have been regularly employed by a Company installing direct digital building control systems for a minimum of 3 years.
- E. Bid Alternate Contract Closeout Submittal:
  - 1. System acceptance test report.
  - 2. Certificates:
    - a. Affidavit, signed by the Company Field Advisor and notarized, certifying that the system meets the contract requirements and is operating properly.

- 3. Operation and Maintenance Data: Deliver 2 copies, covering the installed products, to the Owner. Include:
  - a. Operation and maintenance data for each product installed in system.
  - b. Original licensed versions of all software loaded into the system, with disks and manuals.
  - c. Complete point to point wiring diagrams of entire system as installed. Identify all conductors and show all terminations and splices. (Identification shall correspond to markers installed on each conductor.)
  - d. Name, address, and telephone number of nearest fully equipped service organization.
- 4. Provide 2 hard copy USB drives backup of all software programs and configurations as the system exists at final acceptance.
  - a. Deliver one set of back-up USB drives to the Owner.
  - b. Upon closeout with the first year, send updated USB drives to the above listed personnel.
- 5. Provide all revisions and/or upgrades made to the system software during the one year guarantee warranty period, at no additional cost to the Owner.
- F. Bid Alternate Company Field Advisor: Secure the services of a Company Field Advisor for a minimum of 200 working hours for the following:
  - 1. Render advice regarding installation and final adjustment of the system.
  - 2. Assist in initial programming of the system.
  - 3. Render advice on the suitability of each monitor and control device for its particular application.
  - 4. Witness final system test and then certify with an affidavit that the system is installed in accordance with the contract documents and is operating properly.
  - 5. Train facility maintenance personnel in operation, programming and routine maintenance of the system.
    - a. Provide the services of competent instructors to instruct designated personnel in the adjustment, operation and maintenance, including pertinent safety requirements, of the equipment and system specified. The training shall be oriented toward the installed system rather than being a general (canned) training course. Each instructor shall be thoroughly familiar with all aspects of the subject matter they are to teach. The number of man-days of instruction furnished shall be as specified below. All equipment and material required for classroom training shall be provided.
    - b. Provide a minimum of one complete computer (desktop or color laptop model) for every two trainees during the entire training period. The computers shall be linked as to provide real-time ability to all trainees to monitor the site's systems controlled by the BAS.
    - c. For each trainee (minimum of 8) provide workbooks, worksheets, sample problems and other printed matter to serve as illustrative reference material. Unless deemed unnecessary by Owner, Contractor shall include copies of all overheads used in

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- the training either separately or as part of said printed matter. Contractor shall provide all overhead projectors, computer LCD panels, video players or projectors, projection screens, hands-on materials, etc. as required for the training.
- d. Submit for review and approval, at least four weeks in advance of each phase of the training, the following:
  - 1) A detailed proposed outline of training, including timing.
  - 2) All printed materials, visual aids and hands-on material.
  - 3) All overheads (transparencies or computerized)
  - 4) All other training aids.
  - 5) Qualifications of all proposed training personnel.
- e. Training Program: A training day is defined as 8 hours of instruction including two 15-minute breaks and excluding lunch time.
  - 1) For a period of 3 days prior to the acceptance test period at a time mutually agreeable between the Contractor and the Owner. Operating personnel will be trained in the functional operations of the installed system, the procedures employed for system operation and the maintenance of DDC equipment.
    - a) The first 2 days of training shall include:
      - (1) General System Architecture.
      - (2) Operation of Computer and Peripherals.
      - (3) Command Line Mnemonics.
      - (4) Report Generation.
      - (5) Operation Control Functions.
      - (6) Graphics Generation.
      - (7) Input Function and Identification.
      - (8) Logging ON and OFF.
      - (9) Point Naming Convention.
      - (10) Point Logs.
      - (11) Trending.
      - (12) Alarms.
      - (13) Executing Commands.
    - b) The third day of training shall include:
      - (1) General equipment layout.
      - (2) Troubleshooting of DDC components.
      - (3) Preventive Maintenance of DDC components.
      - (4) Sensor maintenance and calibration.
      - (5) Hand-held Terminal operation.
    - c) Three neatly bound vinyl notebooks shall be provided containing a summary of each topic discussed during the three phases of training.
- f. The training room shall be clean, well-lit, well ventilated and isolated from noise (including HVAC noise) and other distractions. The Contractor shall arrange, via delamping, covering fixtures or by light switches, for there to be adequate contrast lighting to take notes and fend off drowsiness.

- g. Instructor shall employ an LCD panel, video projector or other suitable device to project large images of the BAS software and/or other training images.
- h. Printed training materials shall be tailored to the task at hand and shall be well illustrated. Materials shall take students through the steps of learning the BAS and its software and shall provide sample exercises for the trainees to perform on the computers.
- i. Training must steer clear of jargon and other confusing terminology and focus instead on learning how to use the system. Specific jargon may be addressed after the trainees have demonstrated a basic understanding of system operation.
- j. Training shall involve actual field-type equipment using a training demonstration package that simulates real-time temperatures, settings, alarms, etc. Training shall also spend substantial time observing the site's actual system, include point logs, graphics, and alarms. In addition, a brief field visit shall be included to familiarize trainees with the equipment installed at their site.
- k. Training must include quizzes, tests, and exercises that compel trainees to demonstrate understanding of the system's most important concepts. These concepts shall include, but not be limited to, the elements of a monitoring checklist developed by the site.
- 1. The overall training approach shall be interactive and encourage students to discuss concepts, ask questions of the instructor and share experiences among one another.
- 6. Provide services to the Balancing Work Contractor for a minimum of 16 working hours for the following:
  - Render instruction at the Site in the use of control equipment to set devices to operate within the direct digital building control system.
  - Render advice and assist Balancing Work Contractor during the balancing process with component calibration, repair and replacement of components, explanation of component operation, and attend meetings.
- 7. Explain available service programs to facility supervisory personnel for their consideration.
- G. Bid Alternate Service Availability: A fully equipped service organization capable of guaranteeing response time within 8 hours to service call shall be available 24 hours a day, 7 days a week to service the completed Work.
- H. Bid Alternate Perform Building Automation System preventative maintenance and support for a period of 1 year (beginning the date of substantial completion).
  - 1. Make a minimum of 2 complete Building Automation System inspections, in addition to normal warranty requirements. Inspections to include:
    - a. System Review Review the BAS to correct programming errors, failed points, points in alarm, and points that have been overridden manually.

- b. Seasonal Control Loop Tuning Control loops are reviewed to reflect changing seasonal conditions and / or facility heating and cooling loads.
- c. Sequence of operation verification Systems all verified to be operating as designed and in automatic operation. Scheduling and setpoints are reviewed and modified.
- d. Database back-up
- e. Operator coaching
- 2. Technician shall review critical alarm log and advise owner of additional services that may be required.
- 3. Technician shall provide a written report to owner after each inspection.

# 1.04 SUBMITTALS

- A. Preliminary Submittal: Existing system test report.
- B. Submittals Package: Submit the shop drawings, product data, and quality control submittals specified below at the same time as a package.

# C. Shop Drawings:

- 1. Composite wiring and/or schematic diagrams of the modifications as proposed to be installed (standard diagrams will not be acceptable).
- 2. Points list showing all system objects and object names.
- 3. Detailed description of system operation, sequence of operations of each controlled mechanical system and terminal end device.

#### D. Product Data:

- 1. Catalog sheets, specifications and installation instructions.
- 2. Bill of materials.
- 3. Detailed description of system operation.
- 4. BAS architectural diagram depicting various controller types, workstations, device locations, addresses, and communication cable requirements.

# E. Quality Control Submittals:

- 1. Company Field Advisor Data: Include:
  - a. Name, business address and telephone number of Company Field Advisor secured for the required services.
  - b. Certified statement from the Company listing the qualifications of the Company Field Advisor.
  - c. Services and each product for which authorization is given by the Company, listed specifically for this project.

# F. Contract Closeout Submittals:

- 1. System acceptance test report.
- 2. Certificate: Affidavit, signed by the Company Field Advisor and notarized, certifying that the system meets the contract requirements and is operating properly.
- 3. Operation and Maintenance Data:
  - a. Deliver 2 copies, covering the installed products, to the Owner's Representative. Include:

- 1) Operation and maintenance data for each product.
- 2) Complete point to point wiring diagrams of entire system as installed. Number all conductors and show all terminations and splices. (Numbers shall correspond to markers installed on each conductor.)

# 1.05 QUALITY ASSURANCE

- A. Company Field Advisor: Secure the services of a Company Field Advisor from the Company of the existing system for a minimum of 40 working hours for the following:
  - 1. Render advice and witness test of existing system.
  - 2. Render advice regarding modifications to the system.
  - 3. Assist in reprogramming of the system.
  - 4. Witness final system test and then certify with an affidavit that the modifications were installed in accordance with the contract documents and are operating properly.

### PART 2 PRODUCTS

# 2.01 CONTROL COMPONENTS

- A. Existing Workstations: Upgrade existing workstation software with the manufacturers' latest software version that supports interoperability with devices provided with the system modifications. Establish alarm notification functions as previous to construction. Update/provide graphics to show all equipment; configure updated displays to provide same data and settings as similar equipment prior to construction.
- B. System Controller and Expansion Module:
  - 1. Microprocessor based, with operating system (OS) and energy management system (EMS) programs, data file and control programs. This shall be an expansion of the existing system controller.
  - 2. No battery required. Include internal clock with minimum of 3 days of back-up power via capacitor. All programs are backed up by non-volatile memory.
  - 3. Minimum of 400 MB of FLASH memory and 256 MB SDRAM
  - 4. Supports BACnet communication Protocols. Provide gateway as necessary to communicate with equipment speaking other controls language.
  - 5. The module shall include accessory devices such as relay, power supplies, etc., and shall be factory mounted, wired and housed in a steel enclosure with a hinged door panel. Enclosure shall be powder coated finish, minimum size 20in x 24in x 6.5in.
  - 6. Module shall be equipped with LEDs for indication of power and operational status, status of each input and output, and diagnostic LED indicators.
  - 7. Integral RS-485 MS/TP and/or IP communications.
- C. Equipment/Application Controller:

- 1. To meet the sequence of operation for each application, the Controller shall use programs provided by the controller manufacturer that are either factory loaded or downloaded with service tool to the Controller.
- 2. Stand-Alone Operation: In case of communications failure stand-alone operation shall use default values or last values for remote sensors read over the network such as outdoor air temperature.
- 3. Environment. Controller hardware shall be suitable for the anticipated ambient conditions.
- 4. Input/Output: The Controller shall have on board or through expansion module all I/O capable of performing all functionality needed for the application. Controls provided by the equipment manufacture must supply the required I/O for the equipment.
- 5. Input/Output Expandability For the application flexibility, the Controller shall be capable of expanding to a total of at least 100 hardware I/O terminations.
- 6. Serviceability The Controller shall provide the following in order to improve serviceability of the Controller.
  - a. Diagnostic LEDs for power/normal operation/status, BACnet communications, sensor bus communications, and binary outputs. All wiring connections shall be clearly labeled and made to be field removable.
  - b. To aid in service replacement, the Controller shall allow for setting its BACnet address via controller mounted rotary switches that correspond to the numerical value of the address. (DIP switch methodologies are not allowed). Setting of the address shall be accomplished without the need of a service tool or power applied to the controller.
  - c. Controller data shall be maintained through a power failure.
- 7. Transformer for the Controller must be rated at minimum of 115% of ASC power consumption, and shall be fused or current limiting type. 24 VAC, +/- 15% nominal, 50-60 Hz, 24 VA plus binary output loads for a maximum of 12 VA for each binary output.
- 8. Controller must meet the following Agency Compliance:
  - a. UL916 PAZX, Open Energy Management Equipment
  - b. UL94-5V, Flammability
  - c. FCC Part 15, Subpart B, Class B Limit
  - d. BACnet Testing Laboratory (BTL) Listed

# D. Router and Gateways:

- 1. Provide certified Router and/or Gateway devices which connect two or more physical BACnet compatible equipment as required.
- 2. Routers or Gateways if required, shall be a microprocessor based communication device designed to provide seamless, two-way translation between two or more standard or non-standard network layer protocols.
- 3. UL Listing: UL 916 required as a minimum.

#### E. Communications Software:

1. BACnet or Ethernet shall be used for communication between System Controller (SC), Expansion Modules, and between operator interfaces. Each system controller shall have a full master peer-to-peer communications module to support all global data sharing, hierarchical control, and global control strategies specified.

#### F. **Data Communications**

- Operator's workstation and system controllers shall directly reside on the primary peer communication bus such that communications may be executed directly between workstation and SCs, and directly between SCs on a peer to peer basis, via ethernet cable, and routers as needed.
- 2. Protect communication lines against incorrect wiring, static transients and induced magnetic interference.
  - Provide static, transient, and short circuit protection on all inputs and outputs.
  - b. AC couple, or optically isolate bus connected devices so that any single device failure will not disrupt or halt bus communication.

#### G. Data and Control (D/C) Summary

- Each analog point shall have unique SC resident dual high and dual low 1. limit alarm thresholds set in engineering units. Where specified, floating (a band above and below a set point) alarm limits shall be provided.
- 2. Each digital output shall have a software-associated monitored input. Any time the monitored input does not track its associated command output within a programmable time interval, a "command failed" alarm shall be reported.
- Where calculated points (such as pressure) are shown, they shall appear 3. in their respective logical groups. The respective unconditioned raw data (such as logarithmic differential pressure) points shall also be grouped into a special group for display and observation independent of the logical groups.

#### H. Miscellaneous Electric/Electronic and Mechanical Devices

#### 1. **Current Sensing Relays**

Relays shall monitor status of motor loads. Switch shall have a. self-wiping, snap-acting Form C contacts rated for the application. The setpoint of the contact operation shall be field adjustable.

#### 2. **Output Relays**

- Control relay contacts shall be rated for 150% of the loading application, with self-wiping, snap-acting Form C contacts, enclosed in dustproof enclosure. Relays shall have silver cadmium contacts with a minimum life span rating of one million operations. Relays shall be equipped with coil transient suppression devices.
- Transformers: Provide all necessary 120V step down transformers and 3. enclosures to power control panels, control components and steam valve actuators.
- Temperature Sensor (room): 4.

- Resistance temperature detector type with LED readout a. displaying the temperature in the space with user ability to increase/decrease temperature at the temperature sensor by 3°F.
- Accuracy: 0.5°F for a range of 40 to 100°F. b.
- Voltage 24 Vac/Vdc nominal  $\pm 10\%$ . c.
- Building 90 Gymnasium Sensor Secure Type Anti-Ligature d. Cover:
  - Temperature Sensor Covers shall be Anti-ligature 1) Thermostat Cover with keyed Lock ACM0001-01A by ARSCO Manufacturing Co.
  - Provide tamper-resistant sealant at full perimeter of 2) device.
  - Provide additional cover for Building 90 switch rotary 3) manual override switch, adjacent to the Building 90 temperature sensor.

#### 5. Hydronic Temperature Sensor:

- Precision 1k ohm nickel may be used in temperature a. sensing applications below 200 degrees F, as identified on the project drawings or where allowed in this specification. Provide with thermowell, size necessary for the pipe being installed within.
- Sensor accuracy over the application range shall be 0.36 b. degrees F or less between the range of 32 degrees F to 150 degrees F. Sensor manufacturer shall utilize 100 percent screening to verify accuracy. Stability error of the sensor over five years shall not exceed 0.25 degrees F cumulative.
- Sensor element and leads shall be encapsulated. Bead c. thermistors shall not be allowed. A/D conversion resolution error shall be kept to 0.1 degrees F. Total error for a sensor circuit shall not exceed 0.5 degrees F, which includes sensor error and Control Unit A/D conversion resolution error.
- Provide sensor and Control Unit manufacturer d. documentation including Contractor's engineering calculations, which support the proposed sensor input circuit will have a total error of 0.5 degrees F or less.
- 6. Modulating 3-way valves: Electronically operated 24 volt powered operator (1.3 ampiers maximum), removable type operator, removable cover, external position indicator, 360 degree rotation, solderless terminal connections, 125 psig maximum working pressure, 125°F maximum ambient temperature, 40-240° fluid temperature range.

#### MARKERS AND NAMEPLATES 2.02

- Markers: Premarked self-adhesive; W.H. Brady Co.'s B940, Thomas and Betts A. Co.'s E-Z Code WSL self-laminating, Ideal Industries' Mylar/Cloth wire markers, or Markwick Corp.'s permanent wire markers.
- B. Nameplates: Precision engrave letters and numbers with uniform margins, character size minimum 3/16 inch high.

- 1. Phenolic: Two color laminated engraver's stock, 1/16 inch minimum thickness, machine engraved to expose inner core color (white).
- 2. Aluminum: Standard aluminum alloy plate stock, minimum .032 inches thick, engraved areas enamel filled or background enameled with natural aluminum engraved characters.
- 3. Materials for Outdoor Applications: As recommended by nameplate manufacturer to suit environmental conditions.

#### 2.03 WIRING

A. See Section 260523.

# 2.04 ACCESSORIES

A. Include accessories required for the modifications to perform the functions specified and indicated on the drawings.

#### 2.05 BID ALTERNATE - OPERATOR INTERFACE

- A. Operator Web Interface shall conform to following:
  - 1. System Security
    - a) Each operator shall be required to login to the system with a user name and password in order to view, edit, add, or delete data.
    - b) User Profiles shall restrict the user to only the objects, applications, and system functions as assigned by the system administrator.
    - c) Each operator shall be allowed to change their user password.
    - d) The System Administrator shall be able to manage the security for all other users.
    - e) The system shall include pre-defined "roles" that allow a system administrator to quickly assign permissions to a user.
    - f) User logon/logoff attempts shall be recorded.
    - g) The system shall track and record all user log-in activity and all changes done at the enterprise level including who made the change, when, what was changed, pervious value and new value.
  - 2. Customizable Navigation Tree
    - a) The operator web interface shall include a fully customizable navigation tree that shall allow an operator to do the following:
      - 1) Move and edit any of the nodes of the tree
      - 2) Move entire groups to any area of the tree
      - 3) Change the name of any node in the tree
      - 4) Create custom nodes for any page in the web interface including: graphics, data log views, schedules, and dashboards
      - 5) Support navigation from multi-building to single building view
      - 6) Ability to create folders and assign and change hierarchy of nodes of the tree
  - 3. Standard Equipment Pages
    - a) The operator web interface shall include standard pages for all major equipment.

- b) These pages shall allow an operator to obtain information relevant to the operation of the equipment, including:
  - 1) Animated Equipment Graphics for each major piece of equipment and floor plan in the System.
  - 2) Alarms relevant to the equipment or application without requiring a user to navigate to an alarm page and perform a filter.
  - Data Logs for the equipment without requiring a user to navigate to a Data Log page and perform a filter.
- 4. System Graphics Package
  - a) The operator web interface shall be graphically based and shall include at least one 3-D color graphic per piece of equipment, graphics for each system, and graphics that summarize conditions on each floor of each building included in this contract.
  - b) Graphics Package shall include at a minimum:
    - 1) 3-D Color Custom Floor Plans
    - 2) 3-D Color System Graphics with Animations
    - 3) 3-D Color Major Equipment Graphics with Animations
- 5. Manual Control and Override
  - a) Point Control. Provide a method for a user to view, override, and edit if applicable, the status of any object and property in the system. The point status shall be available by menu, on graphics or through custom programs.
  - b) Temporary Overrides. The user shall be able to perform a temporary override wherever an override is allowed, automatically removing the override after a specified period of time.
- 6. Engineering Units
  - a) Allow for selection of the desired engineering units (i.e. Inch pound or SI) in the system.
- 7. Scheduling
  - a) A user shall be able to perform the following tasks utilizing the operator web interface:
  - b) Create a new schedule, defining the default values, events and membership.
  - c) Create exceptions to a schedule for any given day.
  - d) Apply an exception that spans a single day or multiple days.
  - e) View a schedule by day, week and month.
  - f) Exception schedules and holidays shall be shown clearly on the calendar.
  - g) Modify the schedule events, members and exceptions.
  - h) Create schedules and exceptions for multiple buildings
  - i) Apply emergency schedule to multiple buildings
  - j) Drag and drop scheduling editing
  - k) Global schedule and exceptions across multiple buildings
- 8. Data Logs
  - a) Data Logs Definition.
    - 1) The operator web interface shall allow a user with the appropriate security permissions to define a Data Log for any data in the system.

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- b) Data Log Viewer.
  - 1) The operator web interface shall allow Data Log data to be viewed and printed.
  - 2) The operator web interface shall allow a user to view Data Log data in a text-based format (time stamp/value).
  - The operator shall be able to view the data collected by a Data Log in a graphical chart in the operator web interface
  - 4) Data Log viewing capabilities shall include the ability to show a minimum of five points on a chart.
  - 5) Each data point data line shall be displayed as a unique color.
  - 6) Data points can be hidden on the display view by clicking on the point
  - 7) The operator shall be able to specify the duration of historical data to view by scrolling, zooming, or selecting from a pulldown list.
  - 8) The system shall provide a graphical trace display of the associated time stamp and value for any selected point along the x-axis.
- c) Export Data Logs.
  - 1) The Enterprise operator web interface shall allow a user to export Data Log data in CSV, xlsx or text format for use by other industry standard word processing and spreadsheet packages.
- 9. Alarm/Event Notification
  - a) An operator shall be notified of new alarms/events as they occur while navigating through any part of the system via an alarm icon.
  - b) The operator will have the option of selecting an audible alarm notification for all alarm classes they subscribe to.
  - c) The system operator will have the option of setting specific times and days that that they will receive alarm notifications.
  - d) Alarm/Event Log. The operator shall be able to view all logged system alarms/events from any operator web interface.
    - 1) The operator shall be able to sort and filter alarms from events. Alarms shall be sorted in categories based on severity.
      - a. Provide means of alarm notification based on severity to specific Phone text, Phone voice recorded message and E-mail address.
    - 2) The alarm/event log shall include a comment field for each alarm/event that allows a user to add specific comments associated with any alarm.
- 10. User Change Log
  - a) The operator shall be able to view all logged user changes in the system from any operator web interface.
    - 1) An operator shall be able to group user changes by: date, affected, date & affected, user, date & user, transaction type, date & transaction type, or sort only.

2) The operator will have the option of additional filtering capability of: date, transaction, type, user, affected, and details that can be used individually or in conjunction with other filters.

#### 11. Reports

- The operator web interface shall provide a reporting package that a) allows the operator to select reports to run.
- The operator web interface shall provide the ability to schedule b) reports to run at specified intervals of time.
- The Enterprise operator web interface shall provide the ability to c) email schedule reports at specified intervals of time.
- The following standard reports shall be available without d) requiring a user to manually design the report:
  - All Points in Alarm Report: Provide an on demand 1) report showing all current alarms.
  - 2) All Points in Override Report: Provide an on demand report showing all overrides in effect.
  - 3) Schedules Report: List of all weekly events for all schedules in selected buildings
  - Space Comfort Analysis Report: List of spaces that meet 4) selected criteria for potential comfort issues (temp variance, high, low, unoccupied)
- Operator Web Interface must meet the following Agency Compliance: 12.
  - BACnet Testing Laboratory (BTL) Listed

#### PART 3 EXECUTION

#### 3.01 VERIFICATION OF CONDITIONS

- Test of Existing System: A.
  - Prior to modifying the system, test portions of the existing system to ascertain their operating condition. Specifically, test:
    - Active points which will be modified. a.
    - b. Primary operators station (POS) and distributed control processor (DCP) functions associated with the modifications.
  - Prepare a written report for the Owner's Representative indicating the 2. repairs required, if any, to make the existing system function properly.
  - 3. Repairs to the existing system are not included in the Work unless requested by Order on Contract.

#### 3.02 INTERRUPTIONS TO EXISTING SYSTEM

- Maintain the existing system in its present condition to the extent possible while A. installing new Work.
- B. Prior to making changes relative to the existing system, notify the Owner's Representative and have procedures approved.

#### 3.03 INSTALLATION

- A. Install the Work in accordance with the Company's printed instructions unless otherwise indicated.
- B. Reprogram the system to include new sensor and control points and update existing system program to include changes and additions requested by facility
  - 1. Obtain from the facility personnel through the Owner's Representative, a list of desired system program changes, additions, etc.
- C. Identification, Labeling, Marking:
  - 1. Identification of Circuits: Identify wires, cables, and tubing by system and function in interconnection cabinets, POSs and DCPs to which they connect with premarked, self-adhesive, wraparound type markers. Designations shall correspond with point to point wiring diagrams.
- D. Coordinate locations of transformers with E-contractor. E-contractor shall connect line voltage to each transformer.
- E. Install wire and cable with sufficient slack and flexible connections to allow for vibration of piping and equipment.
- F. BAS manufacturer shall terminate all control and/or interlock wiring and shall maintain updated (as built) wiring diagrams with terminations identified at the job site.
- G Flexible metal conduits and liquid tight flexible metal conduits shall not exceed 3' 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, including chiller and boiler rooms, liquid tight, flexible metal conduits shall be used.
- H. Control and status relays are to be located in pre-fabricated enclosures that meet the application. These relays may also be located within packaged equipment control panel enclosures as coordinated. These relays shall not be located within Class 1 starter enclosures.

# 3.04 FIELD QUALITY CONTROL

- A. Preliminary System Test:
  - l. Preparation: Have the Company Field Advisor adjust the completed system and then operate it long enough to assure that it is performing properly.
  - 2. Run a preliminary test for the purpose of:
    - a. Determining whether the system is in a suitable condition to conduct an acceptance test.
    - b. Checking and adjusting equipment.
    - c. Training facility personnel.
  - 3. Also perform a witnessed validation demonstration consisting of:
    - a. Running each specified report.
    - b. Display and demonstrate each data entry template to show site specific customizing capability. Demonstrate parameter changes.

- c. Execute menu tree.
- d. Display graphics, demo update.
- e. Execute digital and analog commands in English and graphic mode.
- f. Demonstrate freeform address assignments and commands.
- g. Demonstrate all specified diagnostics.
- h. Demonstrate DDC loop precision and stability via trend logs of inputs and outputs (6 loops minimum).
- i. Demonstrate scan, update, and alarm responsiveness.

# B. System Acceptance Test:

- 1. Preparation: Notify the Owner at least 3 working days prior to the test so arrangements can be made to have a Facility Representative witness the test
- 2. Make the following tests:
  - a. Test system operational functions step by step as summarized in the detailed description of system operation.
  - b. Test monitor and control devices.
  - c. Test all remote devices such as valve and damper actuators to demonstrate full range of motion in the "controllable range".
- 3. Supply all equipment necessary for system adjustment and testing.
- 4. Submit written report of test results signed by Company Field Advisor and the Owner's Representative.

# 3.05 GENERAL REQUIREMENTS

#### A. General:

- 1. Determine, through operation of the system, proportional bands, interval time, integral periods, adjustment rates, and any other input information required to provide stable operation of the control programs.
- 2. All alarms shall be trendable. All equipment start/stops shall be trendable.
- 3. At a minimum, each sequence shall be represented by an individual graphic. Each point shown shall appear on the graphic. Where appropriate and approved, multiple sequences and point lists may be combined into a single graphic.
  - a. For analog outputs, display on the graphic the percent of full signal (percent open for valves and dampers, percent of speed for variable speed drives, percent open for vortex dampers, etc.).
  - b. For analog outputs controlled by analog inputs, provide a probe at the graphic to redefine the proportional, integral, and derivative gains.
  - Alarm setpoints and ranges shall be resettable from the graphic.
     Control setpoints and ranges shall be resettable from the graphic.
  - d. Where average point values are called for in the sequence, the average value shall be displayed on the graphic. In response to a probe on the graphic, the individual sensor values and sensor locations shall be displayed.
- 4. Where dampers operate in conjunction with fan operation, the damper open signal shall precede the fan start signal by 10-15 seconds. The

damper close signal shall be delayed 10-15 seconds after the fan stop signal.

# 3.06 CONTROL DIAGRAMS AND SEQUENCES

A. See Drawings.

#### **HVAC PIPING**

# PART 1 GENERAL

#### 1.01 SUBMITTALS

#### A. Product Data:

- 1. Catalog sheets and specifications indicating manufacturer name, type, applicable reference standard, schedule, or class for specified pipe and fittings.
- 2. Material Schedule: Itemize pipe and fitting materials for each specified application in Pipe and Fittings Schedule in Part 3 of this Section. Where optional materials are specified indicate option selected.

## B. Quality Control Submittals:

- 1. Quality Control Submittals (for Hydraulic Press Joints, if used): Copy of hydraulic press fitting manufacturer's printed field inspection procedures for hydraulic press joints in copper tubing.
- 2. Contract Closeout Submittals:
  - a. Copy of Final Hydrostatic Testing Record Log.

# 1.02 DELIVERY, STORAGE, AND HANDLING

#### A. Pipe Storage:

- 1. Upon the receipt of each shipment of pipe on the job, maintain the pipe marking, and store pipe in accordance with ASTM material specifications, and method of manufacture (seamless, etc.) of each length of pipe.
- 2. Pipe markings shall be clearly readable at the time of pipe installation.
- 3. If at the time of its installation, any length of pipe not readily identifiable will be subject to rejection, or arbitrary downgrading by the Director's Representative to the lowest grade which has been received on the job to that date.
- 4. Provide factory-applied plastic end-caps on each length of pipe and tube, except for concrete, corrugated metal, bell and-spigot, and clay pipe.
  - Maintain end-caps through shipping, storage and handling to prevent pipe-end damage and prevent entrance of dirt, debris, and moisture.

# PART 2 PRODUCTS

## 2.01 COPPER AND BRASS PIPE, TUBING AND FITTINGS

- A. Copper Tube, Types K, L and M: ASTM B 88.
- B. Wrot Copper Tube Fittings, Solder Joint: ASME B16.22.

- C. Cast Copper Alloy Tube Fittings, Solder Joint: ASME B16.18.
- D. Unions: Cast bronze, 150 lb Class, bronze to bronze seats, threaded or solder joint.

# 2.02 HYDRAULIC PRESS FITTINGS FOR COPPER TUBING

- A. Acceptable Fittings:
  - 1. ProPress by Viega, 301 N. Main, Wichita, KS 67202, (877) 843-4262, www.viega.com.
- B. Operating Conditions:
  - 1. Maximum Operating Pressure: 200 psi.
  - 2. Operating Temperature Range: 0-250 degrees F.
  - 3. Maximum Test Pressure: 600 psi.
  - 4. Maximum Vacuum: 29.2 inches hg @ 68 degrees F.

# C. Features:

- 1. Fittings: Copper and copper alloy conforming to material requirements of ASME B16.18 or ASME B16.22.
  - a. Stainless Steel Grip Ring: Adds strength to the joint without collapsing the interior passageway.
- 2. No flame for soldering required for installation of fittings and valves.
- 3. Unpressed connections identified during pressure testing when water flows past sealing element.
- 4. Sealing Elements: Factory installed, EPDM.
- 5. Fittings that have been pressed can be rotated. If rotated more than 5 degrees, the fitting must be repressed to restore its resistance to rotational movement.
- 6. Extended fitting end lead allows for twice the retention grip surface, and assists with proper tube alignment.
- 7. Soldered adapter fittings are not allowed.

## 2.03 PVC PIPE AND FITTINGS

- A. Pipe: PVC, ASTM D 1785, Schedule 40.
- B. Fittings: PVC, ASTM D 2466, Schedule 40.

### 2.04 JOINING AND SEALANT MATERIALS

- A. Thread Sealant:
  - 1. LA-CO Industries', Slic-Tite Paste with Teflon.
  - 2. Loctite Corp.'s No. 565 Thread Sealant.
  - 3. Thread sealants for potable water shall be NSF approved.
- B. Solder: Solid wire type conforming to the following:
  - 1. Type 3: Lead-free tin-silver solder (ASTM B 32 Alloy Grade E, AC, or HB); Engelhard Corp.'s Silvabrite 100, Federated Fry Metals' Aqua Clean, or J.W. Harris Co. Inc.'s Stay-Safe Bridgit.

C. Soldering Flux for Soldered Joints: All-State Welding Products Inc.'s Duzall, Engelhard Corp.'s General Purpose Liquid or Paste, Federated Fry Metals' Water Flow 2000, or J.W. Harris Co. Inc.'s Stay-Clean.

# D. Flange Gasket Material:

- 1. For Use With Hot Water: Waterproofed non-asbestos mineral or ceramic fiber, or a combination of metal and waterproofed non-asbestos mineral or ceramic fiber, designed for the temperature and pressures of the piping systems in which installed.
- E. Flange Bolts, Washers and Nuts
  - 1. Bolts: High strength, ASTM A 193 B7.
  - 2. Washers: ASTM F436 Structural Type 1 hardened steel flat hot dipped galvanized.
  - 3. Nuts: ASTM A194 2H.
- F. Anti-Seize Lubricant: Bostik Inc.'s Never Seez or Dow Corning Corp.'s Molykote 1000.

# 2.05 PACKING MATERIALS FOR BUILDING CONSTRUCTION PENETRATIONS

A. Oiled Oakum: Manufactured by Nupak of New Orleans, Inc., 931 Daniel St., Kenner, LA 70062, (504)466-1484.

### 2.06 DIELECTRIC CONNECTORS

- A. Dielectric Fitting: Bronze ball valve with end connections and pressure rating to match associated piping.
  - 1. Nipples with inert non-corrosive thermoplastic linings are not acceptable.

# 2.07 FLOOR, WALL AND CEILING PLATES

- A. Cast Brass: Solid type with polished chrome plated finish, and set screw.
  - 1. Series Z89 by Zurn, 929 Riverside Drive, Grosvenordale, CT 06255, (800) 243-1830.
  - 2. Model 127XXXX by Maguire Mfg., Cheshire CT 06410, (203) 699-1801.

## PART 3 EXECUTION

# 3.01 INSTALLATION - GENERAL

- A. Install piping at approximate locations indicated, and at maximum height.
- B. Install piping clear of door swings, and above sash heads.
- C. Make allowances for expansion and contraction.

- Allow for a minimum of one inch free air space around pipe or pipe covering, D. unless otherwise specified.
- E. Install vertical piping plumb.
- F. Use fittings for offsets and direction changes, except for Type K soft annealed copper tube.
- G. Cut pipe and tubing ends square; ream before joining.
- Threading: Use American Standard Taper Pipe Thread Dies. H.
  - Thread brass pipe with special threading dies.
- I. Make final connections to equipment with unions, flanges, or mechanical type joint couplings.

#### WATER PIPING SYSTEMS 3.02

- A. Pitch:
  - Pitch horizontal piping 1/8 inch per 10 feet in direction indicated on 1. drawings. When direction of flow is not indicated, pitch supply piping up in direction of flow and return piping downward in direction of flow.
  - 2. Pitch single pipe systems up in direction of flow 1/8 inch per 10 feet.
- В. Air Vents: Install air vents at locations indicated on the drawings, and at each high point in system. Use manually operated air vents, unless otherwise indicated.
- C. Drains:
  - Install piping to be completely drainable. Provide drains at low points, 1. consisting of a 1/2 inch valve with a hose bibb connection, and at the following locations and equipment:
    - In each section of piping separated by valves. a.
    - For each riser, where riser or runout to riser has a valve installed. b.
    - For each heating cooling unit, having valves in supply and return c. connections.
    - d. In low point of piping to each down fed convector or radiator.
- D. Runouts: Connect runouts to upfeed risers to top of mains, and runouts to downfeed risers to bottom of mains.

#### 3.03 PIPE JOINT MAKE-UP

- Threaded Joint: Make up joint with a pipe thread compound applied in A. accordance with the manufacturer's printed application instructions for the intended service.
  - Chrome Plated Brass Piping: Tighten joint with strap or Parmalee wrench; do not mar pipe finish. Install piping so that no threads are visible.

- Soldered Joint: Thoroughly clean tube end and inside of fitting with emery cloth, B. sand cloth, or wire brush. Apply flux to the pre-cleaned surfaces. Install fitting, heat to soldering temperature, and join the metals with type solder specified. Remove residue.
- C. Mechanical Joint: Make up joint in conformance with the manufacturer's printed installation instructions, with particular reference to tightening of bolts.
- D. Hydraulic Pressed Joint: Follow manufacturer's printed installation instructions.
- E. Dissimilar Pipe Joint:
  - Joining Dissimilar Threaded Piping: Make up connection with a threaded coupling or with companion flanges.
  - Joining Dissimilar Non-Threaded Piping: Make up connection with 2. adapters recommended by the manufacturers of the piping to be joined.
- F. PVC Pipe Joint: Follow manufacturer's printed installation instructions.

#### PIPING PENETRATIONS 3.04

Sleeve Schedule: Unless otherwise shown, comply with the following schedule A. for the type of sleeve to be used where piping penetrates wall, floor, or roof construction:

# CONSTRUCTION

# **SLEEVE TYPE**

1. Frame construction. None Required

Foundation walls. 2.

- В. Diameter of Sleeves and Core Drilled Holes:
  - Unless otherwise specified, size holes thru floors and walls in accordance 1. with the through penetration fire stopping system being used.
  - 2. Size holes thru exterior walls or waterproofed walls above inside earth or finished floors, and exterior concrete slabs in accordance with the following:
    - Uninsulated (Bare) Pipe: Inside diameter of sleeve or core a. drilled hole 1/2 inch greater than outside diameter of pipe, unless otherwise specified.
    - Insulated Pipe: Inside diameter of sleeve or core drilled hole 1/2 b. inch greater than outside diameter of insulation, unless otherwise specified.
    - c. Mechanical Modular Seals: Size holes in accordance with the manufacturer's recommendations.
- C. Length of Sleeves (except as shown otherwise on Drawings):
  - Walls and Partitions: Equal in length to total finished thickness of wall or partition.

<sup>\*</sup>Core drilling is permissible in lieu of sleeves where marked with asterisks.

- D. Packing of Sleeves and Core Drilled Holes:
  - 1. Pack sleeves in exterior walls or waterproofed walls above inside earth or finished floors with oakum to within 1/2 inch of each wall face, and finish both sides with sealant. See Section 079200.
    - a. Sealant Types:
      - 1) Piping Conveying Materials up to 140 degrees F: Type 1C (one part).
      - 2) Piping Conveying Materials over 140 degrees F: Type 4

# 3.05 FLOOR, WALL AND CEILING PLATES

A. Install plates for exposed piping passing thru floors, walls, ceilings, and exterior concrete slabs.

#### 3.06 PIPE AND FITTING SCHEDULE

A. Abbreviations: The following abbreviations are applicable to the Pipe and Fitting Schedule:

BS	Black steel.		
CI	Cast iron.		
FRP	Fibrous glass reinforced plastic piping.		
GE	Grooved end.		
GGE	Galvanized grooved end.		
GMI	Galvanized malleable iron.		
GS	Galvanized steel.		
HDPE	High density polyethylene pipe.		
MI	Malleable iron.		
PE	Polyethylene pipe.		
SE	Screwed end.		
ST	Steel.		
SW	Standard weight.		
WE	Weld end.		
XH	Extra heavy weight.		

- B. Where options are given, choose only one option for each piping service. No deviations from selected option will be allowed.
- C. Schedule of Pipe and Fittings for the different piping services is as follows:
  - 1. Hot Water Supply and Return 125 psig and less:
    - a. 3 inch and less: Type L hard drawn copper tubing with wrot copper or cast copper alloy solder fittings and Type 3 solder, or hydraulic press joints.
  - 2. Drain Piping:
    - a. Condensate Drain Piping (Exterior on roof serving rooftop units & boiler condensate): PVC pipe, with PVC drainage pattern fittings, and joints made with primer and solvent cement.

#### THERMOMETERS AND GAUGES

# PART 1 GENERAL

#### 1.01 SUBMITTALS

A. Product Data: Manufacturer's catalog sheets, specifications and installation instructions for each item specified.

# 1.02 QUALITY ASSURANCE

A. Regulatory Requirements: Where Federal, NSF, ASME or other standards are indicated or required, products shall meet or exceed the standards established for material, quality, manufacture and performance.

### PART 2 PRODUCTS

#### 2.01 MANUFACTURERS/COMPANIES

- Dresser Instruments.
- B. Marsh Bellofram.
- C. Moeller Instrument Co.
- D. Taylor Precision Products.
- E. H.O. Trerice Co.
- F. Weksler Instruments Corp.

### 2.02 THERMOMETERS

- A. General Design Features:
  - 1. Scale Ranges: 1-1/2 times actual working temperature required for the particular application, as approved.
    - a. Maximum of two degrees between graduations and ten degrees between numerals.
    - b. When scale ranges are in excess of 100 degrees, maximum range between numerals may be 20 degrees, or as otherwise approved for the particular application.
  - 2. Direct Reading Thermometers: Bimetallic actuated, dial type, straight pattern, angle pattern, or adjustable angle pattern as required.
  - 3. Thermometers for Sensing Liquid Temperature: Furnish with separable sockets.
    - a. Sockets for Use in Insulated Piping, Insulated Tanks or Similar Equipment: Extension lagging neck type, of length as required to compensate for insulation thickness, and proper immersion..

# 2.03 THERMOMETERS FOR MEASURING LIQUID TEMPERATURE

- A. Bimetallic Actuated Thermometers: Comply with ASME B40.3, Accuracy Grade A.
  - 1. Construction: Type 304 stainless steel, all welded construction, with clear acrylic plastic or shatterproof glass crystal.
  - 2. Dial: White enamel background with bold black figures and graduations.
  - 3. Head Size:
    - a. Installation in Piping: 3inch diameter.
    - b. Installation in Tanks and Similar Equipment: 5 inch diameter.
  - 3. Stem: Length as required for proper immersion, and to compensate for insulation thickness, with threaded connection for socket.
  - 4. External Calibration Device.
  - 5. Separable Socket:
    - a. Water Service: Brass or bronze.

## 2.04 PRESSURE AND COMPOUND GAUGES

- A. Type: Adjustable dial type with micrometer type pointer, or external calibration device, bronze bourdon tube, and bronze bushed rotary movement.
- B. Dial: White enameled background, and bold black graduations, numerals and pointer; 3-1/2 inch diameter.
  - 1. Scale Range:
    - a. Standard Gauges: Double normal operating pressure.
    - b. Compound Gauges: From 30" Hg vacuum to double normal operating pressure.
- C. Case: Cast aluminum, brass, or black finished phenolic.
- D. Accuracy: Guaranteed of within 1 percent in middle third of dial range.

#### 2.05 PRESSURE SNUBBERS AND IMPULSE DAMPERS

A. Pressure Snubbers: H.O. Trerice Co. Model 872.

# PART 3 EXECUTION

## 3.01 INSTALLATION

- A. Thermometers:
  - 1. Install in accordance with the manufacturer's printed installation instructions.
  - 2. Install direct reading thermometers, when the application requires installation 6 feet or less above the floor or bottom of space in which installed, and remote reading type when the installation is over 6 feet.
- B. Pressure Gauges:
  - 1. Install in accordance with the manufacturer's printed installation instructions.
  - 2. For Measuring Liquid Pressure: Install gauges complete with stop cocks and drain cocks.

- C. Pressure Snubbers and Impulse Dampers:
  - 1. Install pressure snubbers in the piping connections to gauges installed in suction and discharge piping connections to close coupled and base mounted circulating pumps driven by motors under 10 HP.

#### HYDRONIC SPECIALTIES – BID ALTERNATE

## PART 1 GENERAL

#### 1.01 SUBMITTALS

- A. Product Data: Catalog sheets, specifications, and installation instructions for each item specified.
- B. Contract Closeout Submittals:
  - 1. Operation and Maintenance Data: Deliver 2 copies, covering the installed products, to the Owner's Representative.
  - 2. Chemical Feeder: Provide one copy of written instructions, framed under rigid plastic, on the procedures, tests required and dosages to be used for the chemical treatment of the system.

### 1.02 MAINTENANCE

A. Extra Materials: Before final payment, deliver a one year supply of water treatment chemicals to the Owner's Representative at the Site.

#### PART 2 PRODUCTS

#### 2.01 EXPANSION TANKS

- A. Heating System Expansion Tank: Pre-pressurized, welded steel (ASME Boiler and Pressure Vessel Code Section VIII, Division I) with heavy duty butyl rubber bladder, air charging valve, and plugged drain.
  - 1. Maximum Working Pressure: 125 psig.
  - 2. Maximum Operating Temperature: 240 degrees F.

## 2.02 AIR SEPARATOR

A. Coalescing Type Air Separator: Brass body, brass vent head, non-ferrous float, 150 psig maximum working pressure, 270°F maximum operating temperature, integral blowdown valve with cap, integral magnet to attract ferrous material in the fluid, integral air vent with threaded connection, 1-1/2" heating hot water pipe connections.

# 2.03 AIR VENTS

- A. Manual Air Vent: Manual Coin Operated Vent; ITT Bell and Gossett Model 4V.
  - 1. Construction: Brass.
  - 2. Maximum Working Pressure: 150 psig.
  - 3. Maximum Operating Temperature: 212 degrees F.

#### 2.04 CHEMICAL FEEDERS AND ACCESSORIES

- By-Pass Feeder: Capacity of two gallons with legs, complete with an opening in the top to facilitate charging with chemical. Design feeder for a working pressure of 200 psi.
- B. Chemical: Nitrite.
- C. pH Comparator: Suitable range to conform to the chemical treatment furnished.

#### **STRAINERS** 2.05

- A. Body:
  - 1. Type:
    - Y. a.
  - 2. Materials:
    - ASTM A 126 Grade B cast iron. a.
    - b. ASTM B 62 cast bronze.
- В. **Pressure Ratings:** 
  - 125 psig WSP, 175 psig WOG.
- C. **End Connections:** 
  - Threaded ends.
- D. Screens: Fabricate from 18-8 stainless steel or monel metal.
  - 1. Perforation Sizes:
    - 1/16 inch perforations. a.
- E. Caps and Covers:
  - Any of the following:
    - Faced and gasketed screen retaining cap.
    - Straight thread bushing with a blow-out proof gasket. h.
    - Internally milled tapered gasketed bushing. c.

## PART 3 EXECUTION

#### 3.01 INSTALLATION

- Install the Work of this Section in accordance with the manufacturer's printed A. installation instructions and details on the drawings.
- B. Install manual air vents at high points in system and at high point connection of terminal heating units.
- C. Strainers:
  - Provide bronze body strainers in copper piping systems. 1.
  - 2. Strainers in Water Piping (1-1/2 inch size and larger): Provide with a full size drain valve with integral hose bibb connection, and chained cap, rated for 450 degrees F.
  - Install a short nipple and pipe cap in the blow-off outlets of strainers not 3. specified or shown to have a blow-off valve or drain.

4. Install strainers, indicated or specified to be installed in the suction piping connections to pumps as shown on the drawings.

# 3.02 FIELD QUALITY CONTROL – CHEMICAL FEEDER

- A. As a guide to the adequacy of the chemical treatment, maintain the following chemical residual: Nitrite at 750-1000 ppm, at the pH range of 8.5 to 9.5. Test the system for the concentration of chemical residuals, at least once a month, during the period of this contract. Upon completion of the contract, turn the test comparator set over to the Owner's Representative at the Site.
- B. Employ a qualified representative of the water treatment company to train operating personnel, selected by the Owner, in the procedures and test required to maintain chemical treatment.

# COMBINATION BALANCING VALVE

#### PART 1 GENERAL

#### 1.01 SUBMITTALS

- A. Product Data: Manufacturer's catalog sheets, performance charts, test data, specifications and installation instructions for each item specified.
- B. Contract Closeout Submittals:
  - 1. Operation and Maintenance Data: Deliver 2 copies, covering the installed products, to the Owner's Representative.

#### PART 2 PRODUCTS

#### 2.01 MANUFACTURER

A. Bell & Gossett Div. of ITT, 8200 N. Austin Ave., Morton Grove, IL 60053, (847) 966-3700

## 2.02 COMBINATION BALANCING VALVE

- A. Threaded and Soldered End Ball Style Types (3 inch size and Less):
  - 1. Low Flow (1/2, and 3/4 inch sizes): Bell & Gossett Series RF Circuit Setter Plus.
    - a. Features:
      - 1) Body: Bronze.
      - 2) Ball: Brass.
      - 3) Seat Rings: Glass and carbon filled TFE.
      - 4) Readout Valves: Capped brass type with EPT internal check valves.
      - 5) Stem "O" Ring: EPDM.
      - 6) Calibrated nameplate and memory stop indicator.
      - 7) Soldered end connections.
    - b. Maximum Working Pressure: 200 psig.
    - c. Maximum Operating Temperature: 250 degrees F.

# PART 3 EXECUTION

# 3.01 INSTALLATION

A. Install the Work of this Section in accordance with the manufacturer's printed installation instructions.

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#### **PUMPS**

# PART 1 GENERAL

#### 1.01 SUBMITTALS

- A. Product Data: Catalog sheets and installation instructions for each type or size pump.
- B. Schedule: Pump schedule showing pump specifications and application.
- C. Quality Control Submittals:
  - Performance curves for each pump, showing gpm, brake HP and
    efficiency from free delivery to shut-off. Chart curves on manufacturer's
    factory tests shall be conducted in accordance with the recommended
    procedures of the Hydraulic Institute, and certified thereto by the
    manufacturer.
- D. Contract Close Out Submittals:
  - 1. Operation, Maintenance Data, and Parts Lists: Deliver 2 copies, for each type of pump or pumping apparatus, to the Owner's Representative.

# 1.03 QUALITY ASSURANCE

- A. Company Field Advisor: Secure the services of a Company Field Advisor from pump manufacturer for a minimum of 12 working hours for the following:
  - a. Render advice regarding installation and final adjustment of the system.
  - b. Render advice on the suitability of each item for this particular application.
  - c. Witness final system acceptance test, then certify with an affidavit that the system is installed in accordance with the Contract Documents and is operating properly.
  - d. Train facility personnel on the operation and or maintenance of the system (Minimum of two 1-hour sessions).
  - e. Explain available service programs to facility supervisory personnel for their consideration.

### 1.04 MAINTENANCE

A. Spare Parts: Deliver one spare set of mechanical seals for each size and type of pump equipped with mechanical seals, to the Owner's Representative, who will sign receipt for same. Furnish seals of type as required for the particular pump application and the chemical water treatment being utilized. Suitably box and label spare seals as to their usage.

#### PART 2 PRODUCTS

#### 2.01 PUMPS - GENERAL

- A. Design pumps to operate continuously without overheating bearings or motors at every condition of operation on the pump curve, or produce noise audible outside the room or space in which installed.
- B. Equip pumps complete with electric motor and drive assembly, unless otherwise indicated. Design pump casings for the indicated working pressure and factory test at 1-1/2 times the designed pressure.
- C. Pumps of the same type, shall be the product of a single manufacturer, with pump parts of the same size and type interchangeable.
- D. Provide oil lubricated pumps with constant level oilers, with the exception of inline circulating and close coupled pumps.

# 2.02 CIRCULATING WATER PUMPS

- A. In-Line Pump: Single stage volute type pump, with cast or forged bronze impeller, replaceable mechanical seals, oil lubricated shaft sleeve bearings, and cast iron casing with flanged inlet and outlet connections. Direct connect pump to electric motor with flexible coupling. Pump shall include a 3-speed selector switch for low-mid-high speed operations.
  - 1. Equip motor with built-in thermal overload protection.

#### PART 3 EXECUTION

# 3.01 INSTALLATION

A. Install in-line circulating pumps between pipe flanges in piping systems. Install overhead pipe supports, both sides of in-line pumps, installed in horizontal piping runs.

# 3.02 FIELD QUALITY CONTROL

- A. Preliminary System Tests:
  - 1. Preparation: Have the Company Field Advisor adjust the completed system and then operate it long enough to assure that it is performing properly.
  - 2. Run a preliminary test for the purpose of:
    - a. Determining whether the system is in a suitable condition to conduct the acceptance test.
    - b. Checking control equipment.
    - c. Training Facility personnel.
- B. System Acceptance Test:
  - 1. Preparation: Notify the Owner's Representative at least 3 working days prior to the test so arrangements can be made to have a Facility Representative witness the test.
  - 2. Make the following tests:

- a. Individually test control devices.
- b. Test each system function step by step.
- 3. Supply equipment necessary for system adjustment and testing.
- 4. Submit a typewritten report of the test results, signed by the Company Field Advisor and the Owner's Representative. Enclose a copy of the report in a metal frame covered with clear acrylic glazing and mount it adjacent to the pump control panel.

#### METAL DUCTWORK

# PART 1 GENERAL

#### 1.01 REFERENCES

- A. American Conference of Governmental Industrial Hygienists (ACGIH).
- B. National Fire Protection Association (NFPA).
- C. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA).

#### 1.02 SUBMITTALS

- A. Shop Drawings:
  - Layouts for areas in which it may be necessary to deviate substantially
    from layout shown on the Drawings. Show major relocation of ductwork
    and major changes in size of ducts. Minor transitions in ductwork, if
    required due to job conditions, need not be submitted as long as the duct
    area is maintained.
  - 2. Layout and fabrication details for cooking equipment exhaust ductwork.
  - 3. Layouts of mechanical equipment rooms and penthouses.
  - 4. Details of intermediate structural steel members required to span main structural steel for the support of ductwork.
  - 5. Method of attachment of duct hangers to building construction.
  - 6. Coordinate shop drawings with related contracts prior to submission.
- B. Product Data: Material, gage, type of joints, sealing materials, and reinforcing for each duct size range, including sketches or SMACNA plate numbers for joints, method of fabrication and reinforcing. Include ACGIH figure numbers for hoods if applicable.

#### 1.03 **QUALITY ASSURANCE**

- A. SMACNA: Gages of materials, fabrication, reinforcement, sealing requirements, installation, and method of supporting ductwork shall be in accordance with the following SMACNA manuals, unless otherwise shown or specified:
  - 1. HVAC Duct Construction Standards.
  - 2. Round Industrial Duct Construction Standard.
  - 3. Rectangular Industrial Duct Construction Standard.
- B. Conform to the applicable requirements of NFPA 90A, 90B, 91, 96, and 101.

# PART 2 PRODUCTS

#### 2.01 MATERIALS

#### A. Sheet Metal:

1. Galvanized Steel: ASTM A653, Class LFQ (lock forming quality), coating designation G-90.

# B. Duct Hangers:

- 1. Strap Hangers: Same material as ducts, except that hangers for stainless steel ducts in unfinished spaces may be galvanized steel.
- 2. Rod Type Hangers: Mild low carbon steel, unless otherwise specified; fully threaded or threaded each end, with 2 removable nuts each end for positioning and locking rod in place. Unless stainless steel, galvanized or cadmium plated; shop coat with metal primer.
- C. Miscellaneous Fasteners and Upper Hanger Attachments:
  - 1. Sheet Metal Screws, Machine Bolts and Nuts: Same material as duct, unless otherwise specified.
  - 2. Concrete Inserts: Steel or malleable iron, galvanized; continuously slotted or individual inserts conforming with MSS SP-58, Types 18 & 19, Class A-B.
  - 3. C Clamps: Fee & Mason Co.'s 255L with locking nut, and 255S with retaining strap.
  - 4. Metal Deck Ceiling Bolts: B-Line Systems, Inc.'s Fig. B3019.
  - 5. Welding Studs: Erico Fastening Systems, capacitor discharge, low carbon steel, copper flashed.
  - 6. Structural (carbon) Steel Shapes and Steel Plates: ASTM A36, shop primed.
  - 7. Stainless Steel Shapes and Plates: ASTM A276 and ASTM A666.
  - 8. Machine Bolt Expansion Anchors:
    - a. Non-caulking single unit type: FS FF-S-325, Group II, Type 2, Class 2, Style 1.
    - b. Non-caulking double unit type: FS FF-S-325, Group II, Type 2, Class 2, Style 2.
    - c. Self-drilling type: FS FF-S-325, Group III, Types 1 and 2.

## 2.02 FABRICATION - GENERAL

- A. Fabricate ductwork from galvanized sheet metal, except as follows:
- B. Dissimilar Metals: Separate dissimilar metals used for ductwork with 12 oz vinyl coated woven fiberglass duct connector fabric, such as Duro Dyne's Glasseal.
   No separation is required between screws or rivets and the materials in which they are inserted.

## PART 3 EXECUTION

# 3.01 INSTALLATION - GENERAL

A. Install ductwork to allow maximum headroom. Properly seam, brace, stiffen, support and render ducts mechanically airtight. Adjust ducts to suit job

conditions. Dimensions may be changed as approved, if cross sectional area is maintained.

- B. Pitch horizontal ducts connected to hoods downward toward hood not less than 1 inch in 10 feet.
- C. Provide necessary transformation pieces, and flexible fabric connections for ductwork connected to air handling equipment or air inlet and outlet devices.

# 3.02 SEALING SEAMS, JOINTS, AND PENETRATIONS

- A. Seal ductwork in accordance with the SMACNA Manual except for the following:
  - 1. Ductwork Specified to be Insulated: Conform with Seal Class A for all pressure classes.
- B. Duct Sealants: Water based, non-fibrated: Foster 32-19, Childers CP-146, Duro Dyne SAS.

# 3.03 HANGERS FOR DUCTS, UNDER 2 INCHES W.G.

- A. Install hangers for ducts as specified in the SMACNA Manual, with the following exceptions:
  - 1. Rectangular ducts up to 42 inches wide, not having welded or soldered seams, and supported from overhead construction; extend strap hangers down over each side of the duct and turn under bottom of duct a minimum of 2 inches. Secure hanger to duct with 3 full thread sheet metal screws, one in the bottom and 2 in the side of the duct.
  - 2. Rectangular ducts 43 inches wide and over, and all sizes of duct with welded or soldered seams, and supported from overhead construction; use trapeze hangers.
  - 3. Prime coat plain steel rods threaded at the site immediately after installation with metal primer.

## 3.04 UPPER HANGER ATTACHMENTS

- A. General:
  - 1. Secure upper hanger attachments to structural steel or steel bar joists wherever possible.
  - 2. Do not use drive-on beam clamps, flat bars or bent rods, as upper hanger attachments.
  - 3. Do not attach hangers to steel decks which are not to receive concrete fill.
  - 4. Do not attach hangers to precast concrete planks less than 2-3/4 inches thick.
  - 5. Avoid damage to reinforcing members in concrete construction.
  - 6. Metallic fasteners installed with electrically operated or powder driven tools may be used as upper hanger attachments, in accordance with the SMACNA Manual, with the following exceptions:
    - a. Do not use powder driven drive pins or expansion nails.

- Do not attach powder driven or welded studs to structural steel b. less than 3/16 inch thick.
- Do not support a load, in excess of 250 lbs from any single c. welded or powder driven stud.
- d. Do not use powder driven fasteners in precast concrete.
- B. Attachment to Steel Frame Construction: Provide intermediate structural steel members where required by ductwork support spacing. Select steel members for use as intermediate supports based on a minimum safety factor of 5.
  - 1. Secure upper hanger attachments to steel bar joists at panel points of ioists.
  - 2. Do not drill holes in main structural steel members.

#### DUCT RISER SUPPORTS, UNDER 2 INCHES W.G. 3.05

- A. Support vertical round ducts by means of double-ended split steel pipe riser clamps bearing on floor slabs or adjacent structural members, at every other floor through which the riser passes.
- Unless otherwise specified or shown on the drawings, support vertical B. rectangular ducts by means of two steel angles, secured to duct and resting on floor slab or adjacent structural steel member, at every other floor through which the duct passes. Size supports as follows:

MAX. SIDE DIMENSION (inches)	SUPPORT ANGLE (inches)	SECURE TO DUCT WITH	MIN BEARING AT EACH END (inches)
36	1 x 1 x 1/8	Screws	2
48	1-1/2 x 1-1/2 x 1/8	Bolts	3
60	2 x 2 x 1/8	Bolts	3
61 - up	2-1/2 x 2-1/2 x 3/16	Bolts	4

#### **DUCTWORK ACCESSORIES**

# PART 1 GENERAL

# 1.01 REFERENCES

- A. ACGIH: American Conference of Governmental Industrial Hygienists.
- B. AMCA: Air Movement and Control Association.
- C. NFPA: National Fire Protection Association.
- D. SMACNA: Sheet Metal and Air Conditioning Contractors National Association, Inc.
- E. UL: Underwriters Laboratories, Inc.

#### 1.02 SUBMITTALS

- A. Product Data: Catalog sheets, diagrams, standard schematic drawings, and installation instructions for each manufactured product. Submit SMACNA Figure Numbers for each shop fabricated item.
- B. Samples: When directed, submit one complete unit for each type of proposed air inlet and outlet device. Approved samples will be delivered to the job site for installation.

# 1.03 QUALITY ASSURANCE

- A. Regulatory Requirements:
  - 1. Unless otherwise shown or specified, comply with the applicable requirements of the following:
    - a. SMACNA: Gages of materials, fabrication, sealing, and installation shall be in accordance with the SMACNA Manuals.
      - 1) HVAC Duct Construction Standards.
    - b. AMCA: Certify damper and/or louver ratings in accordance with AMCA 511.
    - d. NFPA: Standards Nos. 90A, 90B, 91, 96, and 101.
    - e. UL: Standards No. UL181.

# PART 2 PRODUCTS

## 2.01 DAMPERS

A. Manual Damper Regulators:

- 1. For Dampers Installed in Exposed, or Accessible Concealed Ductwork: Indicating quadrant with heavy metal handle, end bearing, and means for locking damper in all positions.
- For Dampers Installed in Inaccessible Concealed Ductwork: Concealed 2. type with indicating regulator in cast metal box with cover plate. Furnish assembly complete with duct end bearing, adjustment coupling, and damper extension rods.

#### FLEXIBLE CONNECTIONS - FABRIC 2.02

- A. Direct Fired Heating Equipment with Temperatures up to 500 Degrees F: Woven fiberglass fabric with silicone rubber coating; similar to Duro Dyne Corp.'s Thermofab.
- B. Factory prefabricated and pre-assembled connectors of fabric materials specified above are acceptable with minimum 24 gage galvanized steel edges similar to Duro Dyne Corp.'s Metal-Fab or Super Metal-Fab as required by free fabric length.

#### **SEALANTS** 2.03

- Acceptable Manufacturers: Duro Dyne Corp.; Foster Products Div., H.B. Fuller A. Co.; Hardcast Inc.; United Sheet Metal Div., United McGill Corp.
- В. U.L. Listed adhesives (mastic), scrim, tapes, or combinations thereof, as required for pressure class; suitable for system operating temperatures; compatible with media conveyed within, insulation (if any), and ambient conditions.

#### 2.04 **DUCT ACCESS DOORS**

- Prefabricated or Fabricated at Site: Minimum 12 x 12 inch size, of same material A. and finish as duct unless otherwise shown or specified.
  - For insulated duct: Fabricate hollow metal doors in accordance with the SMACNA Manual. Fill void in doors for insulated duct with thermally equivalent insulation.
  - Gasketing: A 3/4 inch wide, 1/8 inch thick urethane gasket, around all 2. four sides of duct opening.
    - Exception: Where access doors are required by NFPA 96 in cooking equipment exhaust ductwork, gasket with Fibrefrax Grade 110 paper by Carborundum Co.

#### B. Access Door Hardware:

- 1. Piano Hinges: Galvanized steel with brass pins, continuous type, full height of door.
- 2. Butt Hinges: Galvanized steel with brass pins, approximately 2 inches x 1-9/16 inches wide for doors under 24 inches high and 3 inches x 2 inches wide for doors over 24 inches and higher.
- 3. Sash Locks: Galvanized, cadmium plated, or aluminized steel or cast aluminum.
- 4. Door Latches: Ventfabrics, Inc. Ventlock No. 260 or Duro Dyne Corp. Code No. SP-20 Series.

#### PART 3 EXECUTION

#### 3.01 INSTALLATION - GENERAL

A. Unless otherwise shown or specified, install the Work of this Section in accordance with the manufacturer's printed installation instructions and the SMACNA Manual.

# 3.02 FLEXIBLE FABRIC CONNECTORS (INSTALLATION)

- A. Make ductwork connections to air handling equipment with flexible fabric connectors. Install connectors with sufficient slack to prevent vibration transmission.
- B. Free Fabric Length: Install fabric connectors a minimum of three inches in length for ducts having a maximum diameter of 18 inches, or maximum side dimension of 30 inches, and a minimum of five inches in length for duct diameters over 18 inches or side dimensions over 30 inches.
- C. Secure fabric connectors to fans, casings and ducts as follows:
  - 1. Rectangular Connectors: Secure with 1 inch x 1/8 inch thick flat galvanized steel bars, with screws or bolts on maximum 8 inch centers, or with approved sheet metal slip joints. Tightly crimp fabric into sheet metal joint and secure complete joint with sheet metal screws on maximum 6 inch centers.
- D. Fabric connectors may be factory pre-fabricated pre-assembled units, with minimum No. 24 USS gage metal edges, secured to fabric with double lock seams.
- E. Do not paint fabric connectors.

## 3.03 ACCESS DOORS

- A. Install gasketed access doors in ductwork at each of the following:
  - 1. Within vertical ductwork attached to rooftop units.
  - 2. VAV Box connections.
  - 3. Manually operated volume control devices.
- B. Access doors are not required, where a manually operated damper has an exposed damper regulator, with an indicating quadrant.

#### **HVAC FANS**

# PART 1 GENERAL

#### 1.01 SUBMITTALS

- A. Product Data: Manufacturer's catalog sheets, standard schematic drawings, specifications and installation instructions for each size unit, curb, and extended bases (if used).
- B. Detailed Dimensional Data: If roof curb is not the product of the ventilator manufacturer, provide detailed dimensional data confirming the ventilator and curb match exactly.

### 1.02 QUALITY ASSURANCE

- A. Regulatory Requirements:
  - 1. Ventilators shall be licensed to bear the AMCA seal for sound and air.
  - 2. All electrical components shall be UL listed.

#### PART 2 PRODUCTS

### 2.01 DOME TYPE POWER ROOF VENTILATORS

- A. Housing: Weatherproof heavy gage spun aluminum construction with large rolled bead for strength, galvanized base, and rigid galvanized steel internal supports
  - 1. Housing does not provide any internal structural support.
  - 2. Equipped with oversized electrical conduit chase thru curb cap and into motor compartment.
  - 3. Pre-wired to junction box mounted in motor compartment
  - 4. Equipped with electrical disconnect switch.
- B. Fan Assembly:
  - 1. Centrifugal Fan Wheel: Statically and dynamically balanced backward inclined type constructed of aluminum, spark resistant, non overloading, and matched with deeply spun venturis.
  - 2. Direct Drive Motor: Continuous duty, permanently lubricated, multispeed, with thermal overload protection, and mounted out of the main airstream.
- C. Disconnect Switch: UL approved for the use, non-fused safety type disconnect switch, located under the fan housing. Factory installed wiring run in flexible metal conduit.
- D. Dampers:
  - 1. Types:

- a. Low Leakage motorized type.
- 2. Frame: Steel.
- 3. Blades: Aluminum.
- 4. Bearings: Bronze or nylon.
- 5. Blade Edge Seals: Vinyl.
- 6. Jamb Seals: Flexible metal compression type.
- E. Insect/Bird Screen: Aluminum.
- F. Provide field fabricated bird screen at the bottom inlet of the ductwork (interior side of the building).
- G. Roof Curb:
  - 1. Type: Factory fabricated by the roof fan manufacturer, braced and stiffened to form a rigid weatherproof unit.
    - a. Construction:
      - i. Double wall welded construction.
    - b. Materials:
      - i. Minimum No. 18 gage galvanized steel.
    - c. Insulation: Rigid fiberglass, minimum 1-1/2 inch thick.

# 2.02 CEILING FANS

A. General Design: Electric motor driven, direct drive fan (with factory mounted and wired variable frequency drive), and balanced impeller. Provide permanently lubricated bearings, allowing operation vertical position. Provide fan blades of the air foil type, fabricated from aerodynamic 6005A-T6 extruded aluminum connected to a single piece cast aluminum hub with SAE Grade 5 hardware. Fans and their components shall be rated for use in damp locations.

# B. Components:

- 1. Impeller and Hub: fabricated from aerodynamic 6005A-T6 extruded aluminum connected to a single piece cast aluminum hub with SAE Grade 5 hardware. Airfoil blades shall be fastened internally in the hub assembly with fasteners hidden from the exterior of the fan. Airfoil blades shall be powder coated, color selected by the owner's representative. Airfoil blades shall be internally reinforced, blade deflection shall not exceed +/- 0.1 inches.
- 2. Motor: Provide direct drive brushless DC electric motor with factory mounted and wired variable frequency drive [VFD] (speed controlled from wall mounted controller). The VFD shall; be UL listed for single phase input, include power and control wiring pig-tails, factory programmed and designed for communication with factory provided remote wall mounted touchscreen controller. Motor and VFD shall be rated for use in damp locations.
- 3. Ceiling Mount and Downtube: Fans shall be provided with a universal ceiling mount that is capable of mounting to a fan-rated junction box, constructed of heavy gauge steel and shall include a pivoting ball joint to accommodate pitches up to 4.5/12. Downtube shall be constructed of heavy gauge steel, and shall provide a structural connection between the ceiling mount and fan motor, length as necessary to mount fan at height

- above finished floor listed on the drawings. Provide manufacturer's guy wire stabilization kit, including four guy wires with all hardware necessary to connect each end to the fan and structure above (coordinate connection locations with general contractor).
- 4. Safety Retention Cable: Fans shall include 3/32 inch braided galvanized steel safety retention cable that is rated for a load of 133 pounds or greater. Safety retention cable shall be installed on the fan motor at the factory to ensure proper function.
- 5. Controls: Fans shall be provided with manufacturer's NEMA 4X single yoke controller, powered via the integral fan VFD. Controller shall have the ability to energize/de-energize all controlled fans, vary the speed, and change rotation direction. Controller and fans shall be connected via low voltage 24 AWG 6-core shielded control wiring.
- 6. Factory Finish: Factory coat all exposed surfaces of impeller, hub, ceiling mount, downtube, and mounting rings with a factory applied powder coat finish, color selected by owner's representative.

# PART 3 EXECUTION

#### 3.01 INSTALLATION

- A. Coordinate with the General Contractor in the locating and sizing of all roof openings required.
- B. Install roof curbs in complete accordance with the manufacturer's printed installation instructions and approved shop drawings.
- C. Install power roof ventilators on roof curbs, with approved fastening devices, in accordance with manufacturer's printed installation instructions.
- D. Adjust damper linkages for proper damper operation.
- E. Install ceiling fan per the manufacturer's printed installation instructions.

#### PREFABRICATED CHIMNEYS

# PART 1 GENERAL

#### 1.01 SUBMITTALS

- A. Shop Drawings: Scale drawings showing prefabricated chimney components, guy wire layout, and relationship to boiler, equipment, and building structure including all connections.
  - 1. Coordinate all information with combustion air fan selection (if any), approved equipment, and existing conditions.
  - 2. Submit all job specific design calculations.
- B. Product Data: Catalog sheets, specifications and installation instructions for each item supplied, including accessory items such as sealant.
- C. Contract Closeout Submittals:
  - 1. Warranty: Copy of specified Warranty.

# 1.02 QUALITY ASSURANCE

- A. Design Services: Engage the services of the chimney manufacturer's engineering department to design the system, including the expansion sections, and guying system and guy tensioners.
  - 1. Field verify all existing conditions.
  - 2. Submit all job specific design calculations.
- B. Regulatory Requirements:
  - 1. Prefabricated chimney shall be designed and installed in accordance with the requirements of the NFPA, and all components shall be UL listed and labeled.
  - 2. Comply with the applicable requirements of the Sheet Metal and Air Conditioning Contractors National Association, unless otherwise shown or specified.

## 1.03 WARRANTY

A. Manufacturer's Warranty: Ten year warranty for the prefabricated chimney.

#### PART 2 PRODUCTS

# 2.01 APPLIANCE (UNIT HEATER) CHIMNEY

- A. Acceptable Chimney
  - 1. Enervex Models EPS (single wall)
  - 2. Metal-Fab CGV (3, 4, and 5 inch dia.), and Corr/Guard II (6-36 inch dia).
  - 3. Selkirk Saf-T Vent EZ 316 (single wall).

- 1. Maximum Flue Gas Temperature: 550 degrees F.
- 2. Maximum Operating Pressures:
  - a. 3,4, and 5 inch sizes: 10 inch wg.
  - b. 6 to 36 inch sizes: 6 inch wg.
- 3. Single Wall: Factory fabricated, round sectional single wall chimney tested in accordance with UL 1738 for use with UL Category I. II, III and IV appliances.
  - a. Sizes 3 inch thru 16 inch: 316L stainless steel with factory installed graphite gasket.

# C. Components:

- 1. Component parts, including but not limited to, chimney fittings, supports and support assemblies, anchor plates, roof flashing, storm collar, storm cap, ventilated thimbles and other miscellaneous items shall be by same manufacturer, and system shall be designed by the manufacturer.
- 2. All components from the appliance outlet flange shall be provided by the prefabricated chimney manufacturer.
- 3. Appliance outlet damper shall be by the appliance manufacturer.
- 4. Inner Pipe Joint: Sealed with all stainless steel V bands and 600 degree F pre-mixed sealant to maintain UL listing.
- 5. Outer Bands and Collars (exposed to weather): Type 304 stainless steel sealed with 600 degree F pre-mixed sealant to maintain UL listing.
- 6. Sealant: Low temperature type for 550 degrees F maximum flue gas temperature; AMPCO P-600, Selkirk P-600, Momentive RTV 106, or Dow Corning 736.
- 7. Type 4 Sealant: One-part silicone sealant for high temperatures; Bostik 9732 High Temp Red, Dow Corning Silastic 736 RTV, Dow Corning High Temp, General Electric RTV 106.

#### PART 3 EXECUTION

#### 3.01 INSTALLATION

A. Install prefabricated chimneys in accordance with the manufacturer's printed installation instructions.

#### **CONDENSING BOILER - BID ALTERNATE**

# PART 1 GENERAL

#### 1.01 SUBMITTALS

- A. Product Data: Manufacturer's catalog sheets, specifications, schematic wiring diagrams, and installation instructions for the boiler, flue vent, combustion air and related appurtenances as a package.
- B. Quality Control Submittals:
  - 1. Certificates: Affidavit required under Quality Assurance Article.
  - 2. Company Field Advisor Data:
    - a. Name, business address and telephone number of Company Field Advisor secured for the required services.
    - b. Certified statement from the Company listing the qualifications of the Company Field Advisor.
- C. Contract Closeout Submittals:
  - 1. Department of Labor Certification of Inspection: Deliver 2 copies to the Owner's Representative.
  - 2. Operation and Maintenance Data: Deliver 2 copies, covering the installed products to the Owner's Representative.
  - 3. Service Organization Data: Written notification from boiler manufacturer specifying the name, address, telephone number, and available service programs of fully equipped and authorized service organization.

# 1.02 QUALITY ASSURANCE

- A. Regulatory Requirements:
  - 1. Boiler shall be designed, constructed and tested in accordance with the ASME Boiler Code, Section IV, Heating Boilers.
  - 2. Installation of boilers shall comply with the requirements of Part 4 of Title 12, Rules and Regulations of the State of New York Industrial Code Rule No. 4 (12NYCRR4).
- B. Certification: Affidavit by the Company Field Advisor, certifying that the boiler meets the contract requirements and is operating properly.
- C. Company Field Advisor: Secure the services of a Company Field Advisor for a minimum of 8 working hours for the following:
  - 1. Render advice regarding installation and final adjustment of the boiler.
  - 2. Visit the Site upon completion of boiler to inspect the Work, and to notify the Owner's Representative of any Work which must be done or modified prior to NYS Department of Labor inspection.

- 3. Witness final system test and then certify with an affidavit that the boiler is installed in accordance with the Contract Documents and is operating properly.
- 4. Train facility personnel on the operation and maintenance of the system (minimum of two 2 hour sessions).
- 5. Explain available service programs to facility supervisory personnel for their consideration.

#### 1.03 MAINTENANCE

A. Maintenance Service: A fully equipped service organization authorized by boiler manufacturer and capable of guaranteeing response within 8 hours to service call, shall be available 24 hours a day, 7 days a week to service completed Work.

#### 1.04 WARRANTY

- A. Manufacturer's Warranty:
  - 1. Pressure Vessel/Heat Exchanger: Non pro-rated 5 year warranty against failure due to condensate corrosion, thermal stress, mechanical defects or workmanship.
  - 2. Components other than Pressure Vessel/Heat Exchanger: 18 Month warranty against failure due to defective materials or workmanship.

#### PART 2 PRODUCTS

#### 2.01 CONDENSING BOILER

- A. Type: Factory packaged, high efficiency, condensing, natural gas fired, wall mounted with rack mount option.
- B. Construction: The boilers shall be constructed with a heavy gauge steel jacket assembly, primed and pre-painted on both sides. The combustion chamber shall be sealed and completely enclosed, independent of the outer jacket assembly, so that integrity of the outer jacket does not affect a proper seal. A burner/flame observation port shall be provided for observing the burner flame and combustion chamber. The burner shall be a premix design constructed of high temperature stainless steel with a woven alloy outer covering to provide smooth operation at all modulating firing rates. The boilers shall be supplied with a negative pressure regulation gas valve and be equipped with a pulse width modulation blower system to precisely control the fuel/air mixture to the burner. The burner flame shall be ignited by direct spark ignition with flame monitoring via a flame sensor.
- C. Pump: Factory furnished boiler pump (BP-1) as provided by boiler manufacturer. Pump shall include cast iron housing, glass reinforced composite impeller, rated for liquid temperature range of 14°F to 230°F, maximum operating pressure of 150 psi, 1-1/2" flange connection, powered by the boiler through boiler's terminal connection board, using 0-10 volt output to control the speed of the pump.

- D. Controls: The boilers shall utilize a 24 VAC control circuit and components and shall be provided with a BACnet communications board for integration into the building automation system. The control system shall have a factory installed 128 x 128 resolution display for boiler set-up, boiler status, and boiler diagnostics. All components shall be easily accessed and serviceable from the front and top of the jacket. The boilers shall be equipped with a temperature/pressure gauge; high limit temperature control with manual reset; ASME certified pressure relief valve set for 30 psi; outlet water temperature sensor with a dual thermistor to verify accuracy; system supply water temperature sensor; factory provided outdoor air sensor; field installed flow switch, flue temperature sensor with dual thermistor to verify accuracy; low water cut off with manual reset; blocked drain switch; outdoor air reset; pump delay with freeze protection; pump exercise; ramp delay featuring six steps; USB drive for simple uploading of parameters; a PC port connection for connection to a local computer for programming and trending; password security; alarm contacts for any failure; runtime contacts and data logging of runtime at given modulation rates, ignition attempts and ignition failures; capability to communicate via Modbus protocol with a minimum of 46 readable points and gateway device which allows integration with LON or BACnet protocols. The controls system shall increase fan speed to boost flame signal when a weak flame signal is detected during normal operation. A 0-10 VDC output signal shall control the variable speed boiler pump to keep a fixed Delta T across the boiler regardless of the modulation rate.
- E. Electrical: The boilers shall be equipped with two terminal strips for electrical connection; a low voltage connection board with 46 connection points for safety and operating controls (Alarm Contacts, Runtime Contacts, Tank Thermostat, Remote Enable/Disable, System Supply Temperature Sensor, Outdoor Temperature Sensor, Tank Temperature Sensor, Modbus Building Management System Signal). A high voltage terminal strip shall be provided for Supply voltage. Supply voltage shall be 120. The high voltage terminal strip plus integral relays are provided for independent pump control of the boiler pumps.
  - Provide alarm notification circuit connected to boiler alarm contacts to illuminate pilot light on alarm condition. Provide enclosure with red pilot light and plastic laminated tag "BOILER ALARM" located within boiler room. Provide control wiring and transformer. Alarm shall also be tied into the building automation system.
- F. Venting/Combustion Air Piping: Direct vent / sealed combustion system with vertical termination of both the exhaust vent pipe and combustion air pipe above the roof. Vent and combustion air pipes shall each be a single wall positive pressure vent system designed for condensing heating appliances. All vent and combustion air piping system products shall conform to the requirements of Fuel Gas Code of New York State and ANSI Z223.1/NFPA-54.
  - 1. Vent and Combustion Air Pipe and Fitting Material.
    - a. Single wall, factory-built type, designed for use in conjunction with Category IV condensing gas fired appliances.
    - b. Maximum continuous flue gas temperature shall not exceed 230 degrees F (110 degrees C).
    - c. Maximum positive pressure rating of 20" w.c.

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- d. The vent and combustion air system shall be continuous from the appliance's inlet/outlet connections to the termination outside the building. All systems components shall be UL listed and supplied by the same manufacturer.
- e. The vent and combustion air pipe shall be constructed from Flame Resistant Polypropylene (BOD: Centrotherm), with a min. wall thickness of 0.0945 inches.
- f. All systems components such as supports, roof or wall penetrations, terminations, appliance connectors and drain fittings required to install the system shall be UL listed and provided by the vent manufacturer.
- g. All systems components shall include a factory- installed gasket in their female-end to render the vent and combustion air pipe air and watertight when the male/female ends are pushed together as per manufacturer's instructions. Systems requiring field installed sealants or compounds shall not be acceptable.
- h. Vent and combustion air layout shall be designed and installed in compliance with manufacturer's installation instructions and all applicable local codes.

#### G. Boiler Accessories:

- Condensate Trap and Accessories: Provide condensate trap and neutralization tank with chips (nipples, reducers and polypropylene hose as required to connect condensate trap to boiler and drain pipe).
   Neutralizing tank shall drain into a condensate pump, provide stand to elevate tank such that it can drain into the condensate pump.
- 2. Boiler Flow Switch: Provide 4 factory supplied flow switches, 2 per boiler.
- 3. Supply Temperature Sensor: Provide factory supplied supply temperature sensor (one per boiler).
- 4. Outdoor Air Temperature Sensor: Provide factory supplied OA temperature sensor.

## 2.02 CONDENSATE PUMP

A. Condensate pump: Maximum operation conditions of 10 GPH @ 20 FT HD, integral check valve, (3) 1-1/8" diameter inlet openings, overflow detection switch, 115V power with six foot 3-conductor cable with 3-prong plug, automatic start/stop operation, maximum water temperature of 140°F. Basis of Design: Little Giant VCMA-20ULS-PRO.

# PART 3 EXECUTION

# 3.01 INSTALLATION

A. Prepare existing concrete floor for boiler rack mounting. Provide steel bolts/fasteners and miscellaneous metals to secure boilers to rack and the rack to the floor; refer to manufacturer's written instructions.

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- B. Install boilers in accordance with manufacturer's printed instructions.
- C. Arrange to allow sufficient room for cleaning and servicing all components.
- D. Provide all field installed control wiring/conduit, transformers and control components necessary to operate the heating system.
- E. Mount supply temperature sensor on boiler outlet piping per manufacturer's printed instructions.
- F. Mount flow switches in boiler outlet piping per manufacturer's printed instructions.
- G. Mount outdoor air temperature sensor with shield for protection from direct sunlight. Install in location that is not in direct sunlight.
- H. Install combustion air and flue vent piping from boiler connection to termination above roof. Terminate with flue vent manufacturer's standard concentric vent/combustion air termination outlet at penetration thru roof. Extend concentric vent above roof per manufacturer's requirements.
- I. Provide framed glass holder for NYS Department of Labor certificate of inspection, and post near the boiler prior to operation of the boiler.
- J. Attach to boiler, identification number assigned by NYS Department of Labor Commissioner.

# 3.02 SEQUENCE OF OPERATION

- A. The boilers shall be controlled by the manufacturer's integral controls, but controls shall be integrated into the building automation system. The firing rate shall be modulated to maintain the system supply water temperature setpoint. Refer to drawing M602 for additional information.
- B. Outdoor air temperature reset control shall calculate the water temperature setpoint based on the programmed reset curve parameters.
- C. Alarm contacts shall close whenever the boiler is locked out or the boiler power is off. The boiler alarm pilot light shall be lit during an alarm condition.

## 3.03 FIELD QUALITY CONTROL

- A. Preliminary Requirements:
  - 1. Employ the services of Company Field Advisor to complete duties specified in Quality Assurance Article.
- B. Boiler Start Up:
  - 1. Arrange with NYS Department of Labor for inspection of boiler upon completion of installation.
    - a. Do not operate boiler until NYS Department of Labor inspection is made and a Certificate of Inspection is posted.

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- b. Pay application and inspection fees required by NYS Department of Labor.
- c. Prepare boiler for inspection or hydrostatic pressure test on the date specified by the Department of Labor inspector.
  - 1) Make available to the NYS Department of Labor inspector a competent person to be placed under the inspector's supervision to disassemble, reassemble, test, adjust, operate or forcible handling any part of the boiler.
- 2. Preliminary System Tests:
  - a. Preparation: After the State Department of Labor Certificate of Inspection has been posted, fire the boiler for the purpose of checking general operation, proving mechanical and electrical controls, and making necessary adjustments. Operate the system long enough to assure that it is performing properly.
  - b. Run preliminary test for the purpose of:
    - 1) Determining whether the boiler and appurtenances are in suitable condition to conduct the acceptance test.
    - 2) Checking the adjusting equipment.
    - 3) Training Facility personnel.
- 3. System Acceptance Test:
  - a. Preparation: Notify the Owner's Representative at least 3 working days prior to the test so arrangements can be made to have a Facility Representative witness the test.
  - b. Make the following tests:
    - 1) Operate boiler, appurtenances, and fine tune adjustable devices.
    - 2) Test alarm indicating devices.
    - 3) Operate for a sufficient period of time to demonstrate satisfactory overall performance of the heating system.
  - c. Supply equipment necessary for system adjustment and testing.
  - d. Submit a typewritten report of the test results, signed by the Company Field Advisor and the Owner's Representative.

    Enclose a copy of the report in a metal frame covered with plastic sheet glazing and mount it adjacent to the control panel.

### **ELECTRIC HEATERS**

## PART 1 GENERAL

### 1.01 REFERENCES

- A. Rate heaters in accordance with AMCA and ARI standards.
- B. All electrical components shall be UL listed.

### 1.02 SUBMITTALS

- A. Waiver of Submittals: The "Waiver of Certain Submittal Requirements" in Section 013300 does not apply to this Section.
- B. Product Data: Catalog sheets, performance charts, specifications and installation instructions.
- C. Contract Closeout Submittals:
  - 1. Operation and Maintenance Data: Deliver 2 copies, covering the installed products, to the Director's Representative.

### PART 2 PRODUCTS

## 2.01 ELECTRIC FIN TUBE HEATERS

- A. Enclosure: Provide 12 gauge 6063 extruded aluminum casing with junction boxes located on each end of unit. Outlet grill shall be constructed of steel.
- B. Heating Elements: Provide Nichrome wire heating element encased in magnesium Oxide and sealed in copper tube. Copper tube shall be minimum 0.312 inch diameter. Aluminum fins shall be mechanically bonded to the entire heated length of the element. Furnish elements of the enclosed, non-glowing type. Totally enclose elements, to prevent contact with live electrical parts or accessories. Linear automatic thermal limit shall extend the entire heater length of element and protect heater in case of an over-temperature condition.
- C. Accessories: Provide integral disconnect switch within junction boxes at either end of heater. Provide with remote wall low voltage thermostat option, one thermostat to control all three electric fin tube elements.
- D. Factory Finish: Furnish all exposed surfaces of heaters, with a factory applied powder coated paint finish. Colors shall be as selected by the Director, from the heater manufacturer's standard color charts.

### PART 3 EXECUTION

# 3.01 INSTALLATION

- A. Install heaters at locations indicated on drawings.
  - 1. Floor/Wall Mounted Type: Secure to wall construction as required per the manufacturer's literatuere.

# 3.02 CONTROL

A. Thermostatically controlled, line voltage.

### AIR CONDITIONERS - ROOFTOP

## PART 1 GENERAL

### 1.01 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
  - 1. Name, address, and telephone number of nearest fully equipped service organization.

### C. Contract Closeout Submittals:

1. Operation and Maintenance Data: Deliver 2 copies, covering the installed products, to the Owner's Representative.

## 1.02 **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, AGA, and all State and Local codes or regulations having jurisdiction.
  - 2. Rate cooling capacities in accordance with ARI Standard 210.
  - 3. Electrical components shall be UL listed.
  - 4. Provide gas fired heating modules, for installation in combination gas fired heating and cooling units, certified by the AGA. specifically for outdoor applications.

# 1.03 PRODUCT DELIVERY

A. Deliver each unit as an integral factory packaged assembly.

## 1.04 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 AIR CONDITIONERS

- A. General Design: Provide combination heating and cooling units, specifically designed for installing totally exposed on roof surface. Units shall consist of a sectional type sheet metal casing, totally enclosing the gas heating section, supply air section, return air section, dampers, filter section, evaporator coil, reheat coil and fan section; condenser coil and fan section, and compressor section; all heating, refrigerant and operating controls, totally wired and complete with all internal piping and ductwork. Upon installation in their permanent locations on the roof a building, connections to service piping, electrical service and ductwork shall only be required to put units in operation.
- B. Unit Casing: Fabricate from heavy gage corrosion resistant sheet steel, properly reinforced for maximum strength and rigidity, with all welded steel angle and channel framework as required. Cabinet walls, access doors, and roof shall be double wall, impact resistant, rigid polyurethan foam panels. Unit shall have a minimum thermal resistance of R-13. Casing shall be provided with hinged, gasketed access panels with fastening devices for ease in servicing all components. All casing joints shall be rendered watertight. Chemically pretreat and factory finish the entire casing with a corrosion-resistant enamel finish. Roof shall be sloped to provide complete drainage.
- C. Heat Pump Cooling/Heating Section: Factory sealed refrigerant system consisting of variable speed compressor, condenser and evaporator section designed for use with factory charged Refrigerant R-410a.
  - 1. Refrigeration System:

a)

Compressor: Unit shall be factory charged with R-410A refrigerant. Compressors shall be scroll type with thermal overload protection and carry a 5 year non-prorated warranty, from the date of original equipment shipment from the factory. Compressors shall be mounted in an isolated service compartment which can be accessed without affecting unit operation. Lockable hinged compressor access doors shall be fabricated of double wall, rigid polyurethane foam injected panels to prevent the transmission of noise outside the cabinet. Compressors shall be isolated from the base pan with the compressor manufacturer's recommended rubber vibration isolators, to reduce any transmission of noise from the compressors into the building area. Each refrigeration circuit shall be equipped with expansion valve type refrigerant flow control. Each refrigeration circuit shall be equipped with automatic reset low pressure and manual reset high pressure refrigerant safety controls, Schrader type service fittings on both the high pressure and low pressure sides and a factory installed liquid line filter driers. Unit shall include a variable capacity scroll compressor on the lead refrigeration circuit which shall be capable of modulation from 10-100% of its capacity. Lead refrigeration circuit (if multiple) shall be provided with hot gas reheat coil, modulating valves, electronic controller, supply air temperature sensor and a control signal terminal which allow the unit to have a dehumidification mode of operation, which

- includes supply air temperature control to prevent supply air temperature swings and overcooling of the space.
- b) Unit shall be configured as an air-source heat pump. Each refrigeration circuit (if multiple) shall be equipped with a factory installed liquid line filter drier with check valve, reversing valve, accumulator, and expansion valves on both the indoor and outdoor coils. Reversing valve shall energize during the heat pump cooling mode of operation. Each refrigeration circuit shall be equipped with a liquid line sight glass.
- c) The factory installed controls shall include a 3 minute off delay timer to prevent compressor short cycling. The controls shall also include an adjustable, 20 second delay timer for each additional capacity stage to prevent multiple capacity stages from starting simultaneously and adjustable compressor lock out.
- 2. Condenser Section: Multiple row, seamless, copper tubing coil, with aluminum fins mechanically bonded to tubing, complete with subcooling circuit with liquid accumulator. Factory hydrogen or helium leak test coil at 425 psig. Provide multiple unit direct drive ECM condenser fan section, each fan statically and dynamically balanced, with aluminum fan blades and galvanized steel hubs. Isolate fan and motor assemblies from unit housing.
- 3. Evaporator Section: Multiple row, seamless, copper tubing, with aluminum fins mechanically bonded to tubing. Provide coils with a thermostatic expansion valve factory installed. Factory hydrogen or helium leak test coil at 300 psig. Provide insulated double sloped stainless steel drain pans under evaporator coil, with threaded drain connection and condensate trap.
- 4. Refrigeration Controls: Factory install all refrigeration controls in control panel at unit. Provide motor controller for compressor and condenser fan motors, three leg solid state compressor overload protection, compressor motor winding thermostats, high and low pressure cutouts, oil pressure cutout, non-recycling pump down and reset relay. Cycle guard relay shall protect compressor against cycling, by automatically locking out the system, when operation is interrupted by compressor overload, compressor motor winding thermostat or high pressure cutout.
- D. Heating Section: Provide a completely factory assembled, integrally piped and wired gas fired heating module (furnace), installed in the unit, with components as follows:
  - 1. Stainless steel heat exchanger furnace shall carry a 25 year non-prorated warranty, from the date of original equipment shipment from the factory.
  - Gas furnace shall consist of stainless steel heat exchangers with multiple concavities, an induced draft blower and an electronic pressure switch to lockout the gas valve until the combustion chamber is purged and combustion airflow is established.
  - 3. Furnace shall include a gas ignition system consisting of an electronic igniter to a pilot system, which will be continuous when the heater is operating, but will shut off the pilot when heating is not required.
  - 4. Unit shall include a single gas connection and have gas supply piping

- entrances in the unit base for through-the-curb gas piping and in the outside cabinet wall for across the roof gas piping. Provide with FM approved gas train.
- 5. High Turndown Modulating Natural Gas Furnace shall be equipped with modulating gas valves, adjustable speed combustion blowers, stainless steel tubular heat exchangers, and electronic controller. Combustion blowers and gas valves shall be capable of modulation. Electronic controller includes a factory wired, field installed supply air temperature sensor. Sensor shall be field installed in the supply air ductwork. Supply air temperature setpoint shall be adjustable on the electronic controller within the controls compartment. Gas heater shall be capable of capacity turndown ratio minimum 8:1. Heat trace shall be included on the condensate drain line.
- 6. Gas heating capacity shall be sized to meet heating leaving air temperature setpoint when heat pump heating is not in operation. Unit controls shall have the option to operate the gas heating to supplement the heat pump heating, or to only allow gas heating as the only form of heating. These unit shall only allow for gas heating when the heat pump heating is de-energized.
- 7. Provide with vent extension kit to extend the flue vent away from the

### E. Air Handling Section:

- 1. Supply Fan: Provide direct drive, unhoused, backward curved centrifugal plenum fans, with grease lubricated shaft ball bearings. Provide with factory wired and mounted variable frequency drives mounted in the unit to control the premium efficient supply fan motor. Isolate entire fan assembly, including motor, from unit frame by means of double deflection rubber-in-shear isolators. Statically and dynamically balance fans at factory.
- 2. Filter Section: Provide filter racks integrally mounted within unit, with hinged access doors. Filters shall be of the pleated type in size and number, as noted on the drawings. Provide with clogged filter switch.
- 3. Outside Air: Provide the following outside air system:
  - a. Remote control of return air and outside air up to a maximum of 100 percent fresh air, utilizing motor operated dampers and rheostat. Motors shall be spring return type.
  - b. 1 inch aluminum mesh pre filter upstream of opening.
- 4. Relief Air: Provide motorized relief damper for 0-100% economizer operation.
- 5. Supply and return duct connections shall be through the bottom of the unit, and shall have 1/2 inch upturned flanges around the opening.
- F. Control Panel: Provide a dual compartment control panel section, as an integral part of the unit. The controls access door shall be a removable pin hinge access door. One compartment shall house the refrigeration controls and the other electrical. Electrical control panel shall include a unit-mounted unfused main disconnect switch and 120 volt GFI convenience outlet. Provide with phase and brown out protection which shuts down all motors in the unit if the electrical phases are more than 10% out of balance on voltage, the voltage is more than 10% under design voltage or on phase reversal.

- 1. Controls: Provide factory integral refrigerant "supervisory" controls which controls the refrigerant circuit based on setpoints provided from the building automation system. All other controls shall field installed controls, provide manufacturer's controls terminal strip for controls tie-in to the unit.
- G. Roof Curbs: Provide with 24" tall custom R-12 insulated plenum roof curb, designed to be installed in and become an integral part of the roof construction. Curbs shall mate to the air conditioning units required to be installed on same. Plenum roof curb shall be constructed to adapt the rooftop units supply and return connections to the existing supply/return duct connections through the roof. Verify existing duct connection locations through the roof and existing roof openings prior to release of curb and rooftop unit. Provide curb that allows for rooftop unit clearance to the structure per the rooftop unit manufacturer's requirements. Curbs shall be approved for use by the National Roofing Contractors Association. Rooftop unit shall be positively fastened to the roof curb.
- H. Variable Air Volume Terminal Boxes: Provide with rooftop unit manufacturer's VAV pressure independent zone damper boxes/assembly (or equal). Zone damper assembly shall include sheet metal enclosure, air damper, airflow measuring pickup cross, and zone controller package with airflow sensor and terminal block connectors. Zone controller package shall be a BACnet compatible controller, allowing for direct integration with the building automation system. Unit shall only require low voltage 24 vac power. See schedule on drawings for capacities.

## 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 general contractor for installation.
- 3. Verify existing duct connection locations through the roof and existing roof openings prior to release of curb and rooftop unit.

### B. Air Conditioners:

- 1. Install air conditioners on roof curbs in complete accordance with the manufacturers' printed instructions, and as indicated.
- 2. Provide all piping, electrical and ductwork connections to air conditioners through roof curb openings under units or through the side of the unit if shown on drawings.

## 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 State 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 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 Owner in the operation and maintenance of the air conditioner and accessories. Provide a minimum of 12 hours for instruction purposes exclusive of all pre-start-up and start-up time.

### BASEBOARD FINNED TUBE RADIATORS

## PART 1 GENERAL

### 1.01 SUBMITTALS

A. Product Data: Manufacturer's catalog sheets, brochures, performance charts, specifications and installation instructions for the baseboard radiators.

### PART 2 PRODUCTS

### 2.01 MATERIALS

- A. Sheet metal (For fabricating radiation enclosures and accessories):
  - 1. Galvanized sheet steel: ASTM A 653, coating designation G90.
  - 2. Cold rolled steel: Carbon steel, commercial quality ASTM A 366. Sheet steel shall be degreased, cleaned and phosphatized in the factory of the radiation manufacturer or mill phosphatized.

### 2.02 BASEBOARD RADIATORS

- A. General Design: Furnish wall hung type, each consisting of a finned type heating element properly supported, an enclosure with a continuous backplate and a full length damper assembly.
- B. Heating Elements: Fabricate heating elements from seamless copper tubing, 3/4" or 1" nominal size as indicated on drawings, with aluminum fins securely bonded to the tubing by mechanical expansion of the tubing, or equivalent method as approved by the Director. Furnish copper tube with a minimum wall thickness of .032" for 3/4" tube and .035" for 1" tube. Provide fins a minimum of .014" thick, of size and in number per lineal foot of element, as indicated. Furnish fins with an integral finned collar and a stamped pattern for strength and rigidity. Furnish tube ends suitable for use with solder fittings. Do not utilize welding, brazing or soldering in the fabrication of heating elements.
- C. Enclosures: Fabricate front panels from a minimum of No. 20 USS gage sheet steel, firmly supported at the top and bottom on enclosure brackets. Furnish enclosures complete with continuous back panels, top panels, end caps, corner pieces and wall-to-wall trim strips fabricated from a minimum of No. 20 USS gage steel. Furnish all exposed enclosure panels, accessories and trim strips free of sharp corners or edges. Front panels shall snap-on to support brackets and shall be easily removable for cleaning. Enclosure height and width shall not exceed the dimensions indicated.
- D. Support Brackets: Fabricate brackets from a minimum of No. 18 USS gage sheet steel; installed on maximum 3'-0" centers, of design to allow free and noiseless movement of element. Secure brackets to back panel for use in supporting

heating elements and front panels. Consideration will be given to element hangers, not incorporated with support brackets, providing the spacing and free movement of the heating element is complied with.

- E. Dampers: Fabricate dampers from a minimum of No. 20 USS gage sheet steel, located directly above heating elements, providing full control of air through the length of the enclosure. Operate dampers by means of a knob or lever arrangement, located at the center of each damper section, of such design that can be permanently set in any position from fully open to fully closed.
- F. Accessories: Provide inside and outside corner pieces, wall-to-wall trim strips, joiner strips, access doors at all valve and vent locations, and other miscellaneous trim pieces of the same manufacture, gage and finish as the enclosures. Furnish gasketing between wall and enclosure back.

## G. Factory Finish:

- 1. Furnish all surfaces of enclosures and accessories with a factory applied minimum two coat baked enamel finish. Colors shall be as selected by the Director, from the manufacturer's standard color chart.
- 2. Furnish all surfaces of enclosures and accessories with a factory applied baked prime coat finish.

### PART 3 EXECUTION

### 3.01 INSTALLATION

A. Secure baseboard radiators to wall construction with fastening devices, as required by the particular type of construction and as approved by the Director's Representative. Install fasteners on maximum 2'-0" centers.

### **UNIT HEATERS**

## PART 1 GENERAL

### 1.01 SUBMITTALS

- A. Product Data: Catalog cuts, specifications, installation and maintenance instructions for each type of heater specified.
- B. Shop Drawings: Detailed dimensional data for outside air intake box assembly.

## 1.02 QUALITY ASSURANCE

A. Regulatory Requirements: Unit heaters shall be UL listed.

### PART 2 PRODUCTS

### 2.01 PROPELLER TYPE UNIT HEATERS

- A. Unit Casing: Constructed of steel sheet formed, reinforced, and braced for rigidity, with steel louvers or deflectors with sufficient rigidity to prevent vibration at all fan speeds.
  - 1. Materials:
    - a. Galvanized Steel Sheet: ASTM A 653, coating designation G90.
    - b. Cold-Rolled Steel Sheet: ASTM A 366, cleaned, degreased and phosphatized.
  - 2. Factory Finish: Minimum 2 coat baked enamel finish on exposed surfaces, color as directed.
  - 3. Horizontal Delivery Units: Adjustable horizontal and vertical louvers.
- B. Natural Gas Fired Heat Exchanger: Aluminized steel tubes, 20 gauge minimum, single-orifice burner design, direct spark ignition.
- C. Fan Assembly:
  - 1. Fan: Multiple blade propeller type, statically and dynamically balanced, and directly connected to electric motor.
  - 2. Motor: Single phase, totally enclosed electric motor of the permanent split capacitor or shaded pole type, with resilient mounting, terminal box for wiring connections, built-in overload protection, and ball or sleeve bearings with oilers, or permanently lubricated bearings.
- D. Control: Remote mounted low voltage thermostat.
- E. Venting: Manufacturer's concentric venting combustion air inlet box for vertical or horizontal venting.

# PART 3 EXECUTION

# 3.01 INSTALLATION

A. Install the Work of this section in accordance with the manufacturer's printed installation instructions, unless otherwise specified.

### COORDINATION WITH OTHER TRADES

### **PART 1-GENERAL**

### 1.01 DESCRIPTION OF WORK

A. This section describes the coordination and procedural requirements for Contractors.

### B. Definitions:

- 1. Owners Representative Architect, Engineer, Construction Manager, General Contractor, Clerk of the works or any stipulated Agent or Representative of the Owner.
- 2. GC General Contractor
- 3. MC Mechanical Contractor/Subcontractor
- 4. PC Plumbing Contractor/Subcontractor
- 5. EC Electrical Contractor/Subcontractor

## 1.02 COMPLIANCE

A. Cost incurred including those of other contractors and/or Owner, due to non-compliance with this Section shall be the responsibility of the non-compliant contractor.

# PART 2 - PRODUCTS (NOT APPLICABLE)

### **PART 3 – EXECUTION**

# 3.01 COORDINATION

- A. General: Sequence, coordinate and integrate the installation of all materials and equipment for efficient flow of work, in conjunction with the other trades. Review and become familiar with all of the Drawings and work of all the other trades. Report and resolve any discovered discrepancies and/or interferences prior to commencing work.
- B. Cooperation: Cooperate with the other Contractors and individual disciplines for placement, anchorage and accomplishment of the work.
- C. Chases, Slots, and Openings: Arrange for chases, slots, and openings during the progress of construction, as required to allow for installation of the work.

D. Supports and Sleeves: Coordinate the location installation of required supporting devices and sleeves to be set in concrete and other structural components, as they are constructed.

### E. Right-Of-Way:

- 1. Adjust location of utilities, equipment, etc., to accommodate the work to prevent interferences, both anticipated and encountered.
- 2. Determine the exact route and location prior to fabrication.
- 3. Pitched piping has the right-of-way over utilities which do not pitch.
- 4. Furnish and install ansulary materials & equipment including but not limited to traps, air vents, drains, etc., as required to accommodate offsets, transitions and changes in direction.
- F. Headroom: Install systems, materials, and equipment to maximize headroom unless noted otherwise.
- G. Utility Connections: Coordinate connection with underground and overhead utility services. Comply with requirements of governing regulations, utility providers, and controlling agencies. Provide required connection for each service.
- H. All Contractors shall place emphasis and importance on equipment purchases, so as to not delay approvals, shop drawings and the coordination process.

### 3.02 COORDINATION MEETINGS

- A. During the coordination process, separate meetings apart from project meetings concerning the progress and schedules may be called by the Owner's Representative when required or at the request of one or more of the coordinating Contractors.
- B. All Contractors shall place emphasis and importance on equipment purchases, so as to not delay approvals, shop drawings and the coordinated drawings.

### 3.03 "AS BUILT" DRAWINGS

A. At the completion of the project, "As Built" corrections shall be made to each drawing by each of the aforementioned Contractors and returned to the Owner's Representative for the Owner's permanent files and records. These "As Builts" do not remove the obligation of "As Builts" and record drawings as outlined under other sections of the specifications unless the Owner's Representative elects to do so.

### MOTOR CONTROLLERS

## PART 1 GENERAL

### 1.01 RELATED WORK SPECIFIED ELSEWHERE

A. Wiring for Motors and Motor Controllers: Section 260523.

### 1.02 REFERENCES

- A. NEMA MG-1 Motors and Generators.
- B. NEMA ICS General Standards for Industrial Control and Systems.
- C. UL508 Electric Industrial Control Equipment.

### 1.03 SUBMITTALS

A. Submittal Package: Submit the product data, and quality control submittals specified below at the same time as a package.

### B. Product Data:

- 1. Motor Controllers: Catalog sheets, specifications, and installation instructions. Submit product data for motor controllers simultaneously with product data required for motors.
  - a. Identify each controller for use with corresponding motor.
  - b. Describe overload devices being supplied with each motor controller (include equipment manufacturer's recommendations).
  - c. Enumerate and describe all accessories being supplied with each motor controller.

### C. Contract Closeout Submittals:

1. Operation and Maintenance Data: Deliver 2 copies, covering the installed products, to the Director's Representative.

### PART 2 PRODUCTS

### 2.01 MAGNETIC MOTOR CONTROLLERS

- A. Minimum Size: The minimum allowable size of single or three phase magnetic motor controller is NEMA size 0.
- B. Voltage Rating: To suit system voltage.
  - 1. For single phase motor controllers which are not produced to suit the system voltage and phases, furnish properly rated 3 phase motor controllers and utilize required number of poles for the single phase circuit.

#### C. **Enclosures:**

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- NEMA Type: Unless otherwise indicated, furnish NEMA 1 enclosures. 1.
- Material: Steel construction unless otherwise indicated. 2.
- Control Power: Furnish fused secondary control power transformer (maximum D. control voltage 120 volts) mounted within each magnetic motor controller enclosure.

#### E. Local Control Devices:

- Magnetic Motor Controllers: Equip controllers with push buttons, or 3 position hand-off-auto selector switch, (to suit operation) mounted in the enclosure cover.
  - For NEMA 1 enclosures furnish standard duty devices. a.
  - b. For other NEMA enclosures furnish heavy duty devices to suit the requirements of the NEMA enclosure.

#### F. Pilot Lights:

- Magnetic Motor Controllers: Equip controllers with pilot lights of the neon lamp type or transformer type, mounted in the enclosure cover.
- G. Overload Devices: Equip motor controllers with manual reset bi-metallic type standard trip overload devices (NEMA Class 20, trips in 20 seconds or less when carrying a current equal to 600 percent of its current rating). Exceptions:
- Magnetic Motor Controller Types: Η.
  - Type B-COM (Combination Full Voltage, Magnetic/Safety Switch): Allen-Bradley Co.'s Bulletin 512, Cutler-Hammer Products' File A30-9589, Furnas Electric Co.'s Class 17, General Electric Co.'s, CR-308, Square D Co.'s Class 8538, or Westinghouse Electric Corp.'s Class A203.

#### 2.02 ADJUSTABLE SPEED MOTOR CONTROLLERS (VFD)

- A. Type AS-PWM for Motor: Microprocessor based, sine-coded pulse-widthmodulation design variable frequency/variable voltage adjustable speed motor controller:
  - 1. Companies and Models: Furnish the Company's model which meets the requirements of the motor and driven equipment combination, suits the electrical system parameters, and accommodates the operating features and accessories:
    - Allen-Bradley Co. Inc. 1333 (3/4-50 hp/230 V, 1-5 hp/460 V), a. 1336 (1-100 hp/230 V, 1-500 hp/460 V), 1352 (25-1400 hp/460
    - b. Asea Brown Boveri's ACH500 (2-25 hp/230 V, 3-400 hp/460 V), ACS 200 (2-3 hp/230 V, 1-5 hp/460 V), SAMI STAR 30-1300 hp/460 V).
    - Eaton Corp.'s AF-1500 (1-20 hp/230 V, 1-30 hp/460 V, IS5000+ c. (5-600 hp/460 V).
    - Furnas Electric Co.'s Micro 7000 (2-25 hp/230 V, 2-60 hp/460 d. V), Super 7000+ (75-200 hp/460 V).

- e. General Electric Co.'s AF-300B (3/4-30 hp/230 V, 1/4-300 hp/460 V).
- f. Reliance Electric Co.'s GP2000 (1/4-50 hp/230 V, 1/4-100 hp/460 V).
- g. Southcon Industrial Controls Inc.'s Magnum PWM (1/4-200 hp/230 V, 1/4 to 400 hp/460 V).
- h. Square D Co.'s Class 8804 Omegapak (1-150 hp/230 V, 1-300 hp/460 V).
- i. Westinghouse Electric Corp.'s Accutrol 110 (1-75 hp/230 V, 2-20 hp/460 V).
- 2. Operating Features And Accessories:
  - a. Suitable for variable torque load.
  - b. Soft start: Adjustable time range of 2 to 600 seconds.
  - c. Ambient operating temperature range 0 to 40 degrees C. Maximum humidity 95 percent.
  - d. Digital display showing operational functions:
    - 1) Speed.
    - 2) Output voltage.
    - 3) Output current.
  - e. Digital display, or LED's showing diagnostic functions, including:
    - 1) Overcurrent.
    - 2) Overvoltage.
    - 3) Undervoltage.
    - 4) Overtemperature.
    - 5) Ground fault.
    - 6) Overload.
  - f. Suitable for use on circuit capable of delivering 42,000AIC RMS short circuit fault current.
  - g. Input/ output voltage: Suitable for use on 480 V ac 3 phase circuit.
  - h. Frequency:
    - 1) Input: 60 Hz.
    - 2) Selectable Output: 3 to 60 Hz, with separately adjustable min/max frequency limits and capability to lock these limits so that they cannot be exceeded.
    - 3) Frequency Reject: Programmable (both the width and the midpoint of up to 3 bands, or end points) to reject operation within the selected bands.
    - 4) Output regulation: + .06 percent.
  - i. 100 percent continuous current rating, 150 percent for one minute every 10 minutes.
  - j. Front panel controls for manual operation:
    - 1) Hand-Automatic selector switch, and start-stop pushbuttons.
    - 2) Manual speed adjustment controls.
    - 3) Pilot lights for: Power on, & Run light.
  - k. Local programming panel for:
    - 1) Acceleration rate.
    - 2) Deceleration rate.
    - 3) Start torque (boost).

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- 4) Maximum frequency.
- 5) Volts/Hz pattern.
- 6) Restart Mode: Automatic restart upon return of input power, manual reset/restart on overload.
- 1. Interface Input For Automatic Speed Control: Isolated, direct proportional automatic speed follower which responds to an externally supplied signal from the speed reference signal source for automatic motor speed control when the controller is in the automatic mode of operation.
  - 1) 0-10 V dc. And/or 4-20mA dc.
- m. Interface Output To Indicate Speed: Interface which follows motor speed, enabling the motor speed to be displayed at the Direct Digital Building Control System primary operator station.
- n. Auxiliary output contacts, 120 V ac, 1 amp:
  - 1) Spares, for future use: 1 N.O., 1 N.C.
- o. NEMA 1 enclosure.
- p. Input disconnect switch with external operator.
- q. Controllers designed, equipped, and installed such that the controllers reflect 5 percent or less total harmonic distortion at the source. Equip controller with:
  - Line reactor (swing choke filters) as recommended by the adjustable speed motor controller manufacturer to maintain total harmonic distortion below specified level.

### 2.03 NAMEPLATES

- A. General: Precision engrave letters and numbers with uniform margins, character size minimum 3/16 inch high.
  - 1. Phenolic: Two color laminated engraver's stock, 1/16 inch minimum thickness, machine engraved to expose inner core color (white).
  - 2. Aluminum: Standard aluminum alloy plate stock, minimum .032 inches thick, engraved areas enamel filled or background enameled with natural aluminum engraved characters.
  - 3. Materials for Outdoor Applications: As recommended by nameplate manufacturer to suit environmental conditions.

### PART 3 EXECUTION

### 3.01 INSTALLATION

- A. Install the Work of this Section in accordance with the manufacturer's printed instructions.
- B. Nameplates: Identify each remote control station, indicating motor controlled. Identify each interlock switch, indicating purpose of switch:
  - 1. NEMA 1 Enclosures: Rivet or bolt nameplate to the cover.
  - 2. NEMA 12 Enclosures: Rivet or bolt and gasket nameplate to the cover.
  - 3. NEMA 3R, 4, 4X, 7, or 9 Enclosures: Attach nameplates to the cover using adhesive specifically designed for the purpose, or mount nameplate

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on wall or other conspicuous location adjacent to switch. Do not penetrate enclosure with fasteners.

# 3.02 FIELD QUALITY CONTROL

- A. Preliminary System Test:
  - 1. Preparation: Have the Company Field Advisor program and adjust the completed adjustable speed motor controllers and then operate them long enough to assure that they are performing properly.
  - 2. Run a preliminary test for the purpose of:
    - a. Determining whether motor controllers are in a suitable condition to conduct an acceptance test.
    - b. Checking instruments and equipment.
    - c. Training facility personnel.
- B. System Acceptance Test:
  - 1. Preparation: Notify the Director's Representative at least 3 working days prior to the test so arrangements can be made prior to the test to have a Facility Representative witness the test.
  - 2. Make the following tests:
    - a. Demonstrate that each adjustable speed motor controller performs its intended function.

### 3.03 MOTOR CONTROLLER SCHEDULE

- A. Types of Motor Controllers Required For Single Speed Motors, Unless Indicated Otherwise On Drawings:
  - 1. Nominal 120 V, Single Phase, 3W, Premises Wiring System (Pump P-1):
    - a. Single Phase Motors 5 hp or Less Automatically Operated: Type B-COM.
  - 2. Nominal 460V, Three Phase, (Exhaust Fan EF-14):
    - a. Adjustable Speed Motor Controller.

### SELECTIVE DEMOLITION FOR ELECTRICAL

### PART 1 GENERAL

### 1.01 SECTION INCLUDES

A. Electrical demolition.

## **PART 2 PRODUCTS**

# 2.01 MATERIALS AND EQUIPMENT

A. Materials and equipment for patching and extending work: As specified in individual sections.

## PART 3 EXECUTION

## 3.01 EXAMINATION

- A. Verify that abandoned wiring and equipment serve only abandoned facilities.
- B. Demolition drawings are based on casual field observation and existing record documents.
- C. Report discrepancies to Architect before disturbing existing installation.
- D. Beginning of demolition means installer accepts existing conditions.

## 3.02 PREPARATION

- A. Disconnect electrical systems in walls, floors, and ceilings to be removed.
- B. Coordinate utility service outages with utility company.
- C. Provide temporary wiring and connections to maintain existing systems in service during construction. When work must be performed on energized equipment or circuits, use personnel experienced in such operations.
- D. Existing Electrical Service: Maintain existing system in service until new system is complete and ready for service. Disable system only to make switchovers and connections. Minimize outage duration.
- E. Existing Fire Alarm System: Maintain existing system in service until new system is accepted. Disable system only to make switchovers and connections. Minimize outage duration.
  - 1. Notify Owner before partially or completely disabling system.
  - 2. Notify local fire service.
  - 3. Make notifications at least 24 hours in advance.
  - 4. Make temporary connections to maintain service in areas adjacent to work area.

- F. Existing Telephone System: Maintain existing system in service until new system is complete and ready for service. Disable system only to make switchovers and connections. Minimize outage duration.
  - 1. Notify Owner at least 24 hours before partially or completely disabling system.
  - 2. Make temporary connections to maintain service in areas adjacent to work area.

## 3.03 DEMOLITION AND EXTENSION OF EXISTING ELECTRICAL WORK

- A. Remove, relocate, and extend existing installations to accommodate new construction.
- B. Remove abandoned wiring to source of supply.
- C. Remove exposed abandoned conduit, including abandoned conduit above accessible ceiling finishes. Cut conduit flush with walls and floors, and patch surfaces.
- D. Disconnect abandoned outlets and remove devices. Remove abandoned outlets if conduit servicing them is abandoned and removed. Provide blank cover for abandoned outlets that are not removed.
- E. Disconnect and remove electrical devices and equipment serving utilization equipment that has been removed.
- F. Disconnect and remove abandoned luminaires. Remove brackets, stems, hangers, and other accessories.
- G. Repair adjacent construction and finishes damaged during demolition and extension work.
- H. Maintain access to existing electrical installations that remain active. Modify installation or provide access panel as appropriate.
- I. Extend existing installations using materials and methods compatible with existing electrical installations, or as specified.

## WIRING, GENERAL - 600 VOLTS AND UNDER

## PART 1 GENERAL

### 1.01 SUBMITTALS

A. Product Data: Catalog sheets, specifications and installation instructions.

### 1.02 PRODUCT DELIVERY

- A. Mark and tag insulated conductors and cables for delivery to the site. Include:
  - 1. Contractor's name.
  - 2. Project title and number.
  - 3. Date of manufacture (month & year).
  - 4. Manufacturer's name.
  - 5. Data which explains the meaning of coded identification (UL assigned electrical reference numbers, UL assigned combination of color marker threads, etc.).
  - 6. Environmental suitability information (listed or marked "sunlight resistant" where exposed to direct rays of sun; wet locations listed/marked for use in wet locations; other applications listed/marked suitable for the applications).

## PART 2 PRODUCTS

## 2.01 INSULATED CONDUCTORS AND CABLES

- A. Date of Manufacture: No insulated conductor more than one year old when delivered to the site will be acceptable.
- B. Acceptable Companies: General Cable Corporation., Cerro Wire & Cable Co. Inc., Prysmian Cables & Systems, or Southwire Co.
- C. Conductors: Annealed uncoated copper or annealed coated copper in conformance with the applicable standards for the type of insulation to be applied on the conductor. Conductor sizes No. 8 and larger shall be stranded.
- D. Types:
  - 1. Electric Light and Power Wiring:
    - a. General: Rated 600V, NFPA 70 Type THHN/THWN-2 or XHHW-2.
    - b. THHN/THWN-2 Gasoline and Oil Resistant: Polyvinylchloride insulation rated 600 V with nylon jacket conforming to UL requirements for type THHN/THWN-2 insulation, with the words "GASOLINE AND OIL RESISTANT II" marked

thereon.

- 2. Class 2 Wiring:
  - a. Multiconductor Cables: NFPA 70 Article 725, Types CL2P, CL2R, CL2.
  - b. Other types of cables may be used in accordance with NFPA 70 Table 725.154(G) "Cable Substitutions", as approved.
- 3. Class 3 Wiring:
  - a. Single Conductors No. 18 and No. 16 AWG: Same as Class 1 No. 18 and No. 16 AWG conductors except that:
    - 1) Conductors are also listed as CL3.
    - Voltage rating not marked on cable except where cable has multiple listings and voltage marking is required for one or more of the listings.
  - b. Multiconductor Cables: NFPA 70 Article 725, Types CL3P, CL3R, CL3.
  - c. Other types of cables may be used in accordance with NFPA 70, Table 725.154(G) "Cable Substitutions", as approved.

## 2.02 CONNECTORS

### A. General:

- 1. Connectors specified are part of a system. Furnish connectors and components, and use specific tools and methods as recommended by connector manufacturer to form complete connector system.
- 2. Connectors shall be UL 486 A listed, or UL 486 B listed for combination dual rated copper/aluminum connectors (marked AL7CU for 75 degrees C rated circuits and AL9CU for 90 degrees C rated circuits).

### B. Splices:

- 1. Spring Type:
  - a. Rated 105° C, 600V; Buchanan/Ideal Industries Inc.'s B-Cap, Electrical Products Div./3M's Scotchlok Type Y, R, G, B, O/B+, R/Y+, or B/G+, or Ideal Industries Inc.'s Wing Nuts or Wire Nuts.
  - b. Rated 150° C, 600V; Ideal Industries Inc.'s High Temperature Wire-Nut Model 73B, 59B.
- 2. Indent Type with Insulating Jacket:
  - a. Rated 105° C, 600V; Buchanan/Ideal Industries Inc.'s Crimp Connectors, Ideal Industries Inc.'s Crimp Connectors, Penn-Union Corp.'s Penn-Crimps, or Thomas & Betts Corp.'s STA-KON.
- 3. Indent Type (Uninsulated): Anderson/Hubbell's Versa-Crimp, VERSAtile, Blackburn/T&B Corp.'s Color-Coded Compression Connectors, Electrical Products Div./3M's Scotchlok 10000, 11000 Series, Burndy's Hydent, Penn-Union Corp.'s BCU, BBCU Series, or Thomas & Betts Corp.'s Compression Connectors.
- 4. Connector Blocks: NIS Industires Inc.'s Polaris System, or Thomas & Betts Corp.'s Blackburn AMT Series.
- 5. Resin Splice Kits: Electrical Products Div./3M's Scotchcast Brand Kit Nos. 82A Series, 82-B1 or 90-B1, or Scotchcast Brand Resin Pressure Splicing Method.

- 6. Heat Shrinkable Splices: Electrical Products Div./3M's ITCSN, Raychem Corp.'s Thermofit Type WCS, or Thomas & Betts Corp.'s SHRINK-KON Insulators.
- 7. Cold Shrink Splices: Electrical Products Div./3M's 8420 Series.
- C. Gutter Taps: Anderson/Hubbell's GP/GT with GTC Series Covers, Blackburn/T&B Corp.'s H-Tap Type CF with Type C Covers, Burndy's Polytap KPU-AC, H-Crimpit Type YH with CF-FR Series Covers, ILSCO's GTA Series with GTC Series Covers, Ideal Industries Inc.'s Power-Connect GP, GT Series with GIC covers, NSI Industries Inc.'s Polaris System, OZ/Gedney Co.'s PMX or PT with PMXC, PTC Covers, Penn-Union Corp.'s CDT Series, or Thomas & Betts Corp.'s Color-Keyed H Tap CHT with HTC Covers.
- D. Terminals: Nylon insulated pressure terminal connectors by Amp-Tyco/Electronics, Electrical Products Div./3M, Burndy, Ideal Industries Inc., Panduit Corp., Penn-Union Corp., Thomas & Betts Corp., or Wiremold Co.

### E. Lugs:

- Single Cable (Compression Type Lugs): Copper, one or 2 hole style (to suit conditions), long barrel; Anderson/Hubbell's VERSAtile VHCL, Blackburn/T&B Corp.'s Color-Coded CTL, LCN, Burndy's Hylug YA, Electrical Products Div./3M Scotchlok 31036 or 31145 Series, Ideal Industries Inc.'s CCB or CCBL, NSI Industries Inc.'s L, LN Series, Penn-Union Corp.'s BBLU Series, or Thomas & Betts Corp.'s 54930BE or 54850BE Series.
- Single Cable (Mechanical Type Lugs): Copper, one or 2 hole style (to suit conditions); Blackburn/T&B Corp.'s Color-Keyed Locktite Series, Burndy's Qiklug Series, NSI Industries Inc.'s Type TL, Penn-Union Corp.'s VI-TITE Terminal Lug Series, or Thomas & Betts Corp.'s Locktite Series.
- 3. Multiple Cable (Mechanical Type Lugs): Copper, configuration to suit conditions; Burndy's Qiklug Series, NSI Industries Inc.'s Type TL, Penn-Union Corp.'s VI-TITE Terminal Lug Series, or Thomas & Betts Corp.'s Color-Keyed Locktite Series.

### **2.03 TAPES**

- A. Insulation Tapes:
  - 1. Plastic Tape: Electrical Products Div./3M's Scotch Super 33+ or Scotch 88, Plymouth Rubber Co.'s Plymouth/ Bishop Premium 85CW.
  - 2. Rubber Tape: Electrical Products Div./3M's Scotch 130C, or Plymouth Rubber Co.'s Plymouth/Bishop W963 Plysafe.
- B. Electrical Filler Tape: Electrical Products Div./3M's Scotchfil, or Plymouth Rubber Co.'s Plymouth/Bishop 125 Electrical Filler Tape.
- C. Color Coding Tape: Electrical Products Div./3M's Scotch 35, or Plymouth Rubber Co.'s Plymouth/Bishop Premium 37 Color Coding.

### 2.04 WIRE-PULLING COMPOUNDS

A. To suit type of insulation; American Polywater Corp.'s Polywater Series, Electric Products Div./3M's WL, WLX, or WLW, Greenlee Textron Inc.'s, Cable Cream, Cable Gel, Winter Gel, Ideal Industries Inc.'s Yellow 77, Aqua-Gel II, Agua-Gel CW, or Thomas & Betts Corp.'s Series 15-230 Cable Pulling Lubricants, or Series 15-631 Wire Slick.

### 2.05 TAGS

- A. Precision engrave letters and numbers with uniform margins, character size minimum 3/16 inches high.
  - 1. Phenolic: Two color laminated engraver's stock, 1/16 inch minimum thickness, machine engraved to expose inner core color (white).
  - 2. Aluminum: Standard aluminum alloy plate stock, minimum .032 inches thick, engraved areas enamel filled or background enameled with natural aluminum engraved characters.

## 2.06 WIRE MANAGEMENT PRODUCTS

A. Cable Clamps and Clips, Cable Ties, Spiral Wraps, etc: Catamount/T&B Corp., or Ideal Industries Inc.

## PART 3 EXECUTION

### 3.01 INSTALLATION

- A. Install conductors in raceways after the raceway system is completed.
- B. No grease, oil, or lubricant other than wire-pulling compounds specified may be used to facilitate the installation of conductors.

### 3.02 CIRCUITING

A. Do not change, group or combine circuits other than as indicated on the drawings.

## 3.03 CONDUCTOR SIZE

- A. Conductor Size:
  - 1. For Electric Light and Power Branch Circuits: Install conductors of size shown on drawings. Where size is not indicated, the minimum size allowed is No. 12 AWG.

## 3.04 COLOR CODING

- A. Color Coding for 120/208 Volt Electric Light and Power Wiring:
  - 1. Color Code:

- a. 2 wire circuit black, white.
- b. 3 wire circuit black, red, white.
- c. 4 wire circuit black, red, blue, white.
- 2. White to be used only for an insulated grounded conductor (neutral). If neutral is not required use black and red, or black, red and blue for phase to phase circuits.
  - a. "White" for Sizes No. 6 AWG or Smaller:
    - 1) Continuous white outer finish, or:
    - 2) Three continuous white stripes on other than green insulation along its continuous length.
  - b. "White" for Sizes Larger Than No. 6 AWG:
    - 1) Continuous white outer finish, or:
    - 2) Three continuous white stripes on other than green insulation along its continuous length, or:
    - 3) Distinctive white markings (color coding tape) encircling the conductor, installed on the conductor at time of its installation. Install white color coding tape at terminations, and at 1' 0" intervals in gutters, pullboxes, and manholes.
- 3. Colors (Black, Red, Blue):
  - a. For Branch Circuits: Continuous color outer finish.
  - b. For Feeders:
    - 1) Continuous color outer finish, or:
    - 2) Color coding tapes encircling the conductors, installed on the conductors at time of their installation. Install color coding tapes at terminations, and at 1' 0" intervals in gutter, pullboxes, and manholes.
- B. Existing Color Coding Scheme: Where an existing color coding scheme is in use, match the existing color coding if it is in accordance with the requirements of NFPA 70.
- C. Color Code For Wiring Other Than Electric Light and Power: In accordance with ICEA standard S-73-532 (NEMA WC57-2004). Other coding methods may be used, as approved.

### 3.05 IDENTIFICATION

- A. Identification Tags: Use tags to identify feeders and designated circuits. Install tags so that they are easily read without moving adjacent feeders or requiring removal of arc proofing tapes. Attach tags with non-ferrous wire or brass chain.
  - 1. Interior Feeders: Identify each feeder in pullboxes and gutters. Identify by feeder number and size.
  - 2. Exterior Feeders: Identify each feeder in manholes and in interior pullboxes and gutters. Identify by feeder number and size, and also indicate building number and panel designation from which feeder originates.

### 3.06 WIRE MANAGEMENT

A. Use wire management products to bundle, route, and support wiring in junction boxes, pullboxes, wireways, gutters, channels, and other locations where wiring is accessible.

# 3.07 EQUIPMENT GROUNDING CONDUCTOR

- A. Install equipment grounding conductor:
  - 1. Where specified in other Sections or indicated on the drawings.
  - 2. In conjunction with circuits recommended by equipment manufacturers to have equipment grounding conductor.
- B. Equipment grounding conductor is not intended as a current carrying conductor under normal operating circumstances.
- C. Color Coding For Equipment Grounding Conductor:
  - 1. Color Code: Green.
  - 2. "Green" For sizes No. 6 AWG or Smaller:
    - a. Continuous green outer finish, or:
    - b. Continuous green outer finish with one or more yellow stripes, or:
    - c. Bare copper (see exception below).
  - 3. "Green" For Sizes Larger Than No. 6:
    - a. Stripping the insulation or covering from the entire exposed length (see exception below).
    - b. Marking the exposed insulation or covering with green color coding tapes.
    - c. Identify at each end and at every point where the equipment grounding conductor is accessible.

# 3.08 INSULATED CONDUCTOR AND CABLE SCHEDULE - TYPES AND USE

- A. Electric Light and Power Circuits:
  - 1. Type THHN/THWN-2 or XHHW-2.: Wiring in dry or damp locations (except where special type insulation is required).
  - 2. THHN/THWN-2, XHHW-2, or USE-2: Wiring in wet locations (except where type USE-2 insulated conductors are specifically required, or special type insulation is required).
  - 3. THHN/THWN-2: Wiring installed in existing raceway systems (except where special type insulation is required).
  - 4. THHN/THWN-2 or XHHW-2: Wiring for electric discharge lighting circuits (fluorescent, HID), except where fixture listing requires wiring rated higher than 90° C.
  - 5. THHN/THWN-2 Marked "Gasoline and Oil Resistant": Wiring to gasoline and fuel oil pumps.
  - 6. USE-2: Wiring indicated on the drawings to be direct burial in earth.
  - 7. USE-2 Marked "Sunlight Resistant":
    - a. Service entrance wiring from overhead service to the service equipment.

b. Wiring exposed to the weather and unprotected (except where special type insulation is required).

### 3.09 CONNECTOR SCHEDULE - TYPES AND USE

A. Temperature Rating: Use connectors that have a temperature rating, equal to, or greater than the temperature rating of the conductors to which they are connected.

## B. Splices:

- 1. Dry Locations:
  - a. For Conductors No. 8 AWG or Smaller: Use spring type pressure connectors, indent type pressure connectors with insulating jackets, or connector blocks (except where special type splices are required).
  - b. For Conductors No. 6 AWG or Larger: Use connector blocks or uninsulated indent type pressure connectors. Fill indentions in uninsulated connectors with electrical filler tape and apply insulation tape to insulation equivalent of the conductor, or insulate with heat shrinkable splices or cold shrink splices.
  - c. Gutter Taps in Panelboards: For uninsulated type gutter taps fill indentions with electrical filler tape and apply insulation tape to insulation equivalent of the conductor, or insulate with gutter tap cover.
- 2. Damp Locations: As specified for dry locations, except apply moisture sealing tape over the entire insulated connection (moisture sealing tape not required if heat shrinkable splices or cold shrink splices are used).
- 3. Wet Locations: Use uninsulated indent type pressure connectors and insulate with resin splice kits, cold shrink splices or heat shrinkable splices. Exception: Splices above ground which are totally enclosed and protected in NEMA 3R, 4, 4X enclosures may be spliced as specified for damp locations.

## C. Terminations:

- 1. For Conductors No. 10 AWG or Smaller: Use terminals for:
  - a. Connecting wiring to equipment designed for use with terminals.
- 2. For Conductors No. 8 AWG or Larger: Use compression or mechanical type lugs for:
  - a. Connecting cables to flat bus bars.
  - b. Connecting cables to equipment designed for use with lugs.
- 3. For Conductor Sizes Larger Than Terminal Capacity On Equipment: Reduce the larger conductor to the maximum conductor size that terminal can accommodate (reduced section not longer than one foot). Use compression or mechanical type connectors suitable for reducing connection.

### WIRING FOR MOTORS AND MOTOR CONTROLLERS

# PART 1 GENERAL

### 1.01 SUBMITTALS

- A. Product Data: Catalog sheets, specifications and installation instructions.
  - 1. For fire rated construction, prove that materials and installation methods proposed for use are in accordance with the listing requirements of the classified construction.

## 1.02 WIRING REQUIRED

- A. Responsibility: The H-Contractor shall provide all wiring, raceways, boxes, and supports & mounting hardware for the low voltage control systems.
- B. Definitions: The term control wiring system is intended to include all work necessary to furnish & install all control wiring as listed and shown on drawings, all raceways, boxes, supports required for a complete and operational system.
- C. Wiring By E-Contractor: The below listed wiring systems shall be provided by the E-Contractor, refer to E drawings for required work.
  - 1. Power Wiring: All power wiring for equipment shall be the responsibility of the E-Contractor.

## PART 2 PRODUCTS

# 2.01 RACEWAYS, FITTINGS AND ACCESSORIES

- A. Rigid Ferrous Metal Conduit: Steel, hot dipped galvanized on the outside and inside, UL categorized as Rigid Ferrous Metal Conduit (identified on UL Listing Mark as Rigid Metal Conduit Steel or Rigid Steel Conduit), by Allied Tube & Conduit Corp., LTV Copperweld, or Wheatland Tube Co.
- B. Liquid-tight Flexible Metal Conduit: UL categorized as liquid-tight flexible metal conduit (identified on UL Listing Mark as Liquid-Tight Flexible Metal Conduit, also specifically marked with temperature and environment application data), by AFC Cable Systems Inc., Anamet Electrical Inc., Electri-Flex Co., or Universal Metal Hose Co.
- C. Wireways, Fittings and Accessories:
  - NEMA 1 (Without Knockouts): Hoffman Enclosures Inc. Bulletin F-40, Hubbell/Wegmann's HSK, Lee Products Co.'s S Series, Rittal/Electromate's EW & EWHC Lay-In Wireway System, or Square D Co.'s Square-Duct Class 5100.

D. Insulated Bushings, Plastic Bushings, and Insulated Grounding Bushings: By Appleton Electric Co., Cooper/Crouse-Hinds, OZ/Gedney Co., or Thomas & Betts Corp.

# E. Connectors and Couplings:

- Locknuts: UL, steel/zinc electroplate; Appleton Electric Co.'s BL-50 Series, Cooper/Crouse-Hinds' 11 Series, OZ/Gedney Co.'s 1-50S Series, Raco Inc.'s 1002 Series, Steel City/T&B Corp.'s LN-101 Series, or Thomas & Betts Corp.'s 141 Series.
- 2. Couplings (For Rigid Metal and IMC Conduit): Standard galvanized threaded couplings as furnished by conduit manufacturer, Allied Tube & Conduit Corp.'s Kwik-Couple, or Thomas & Betts Corp.'s Shamrock.
- 3. Three Piece Conduit Coupling (For Rigid Metal and IMC Conduit): Steel, malleable iron, zinc electroplate; Allied Tube & Conduit Corp.'s Kwik-Couple, Appleton Electric Co.'s EC-50 Series, Cooper/Crouse-Hinds' 190M Series, OZ/Gedney Co.'s 4-50 Series, Raco Inc.'s 1502 Series, Steel City/T & B Corp.'s EK-401 Series, or Thomas & Betts Corp.'s 675 Series.
- 4. Liquid-tight Flexible Metal Conduit Connectors:
  - a. Dry, Damp Locations: Steel, malleable iron, zinc electroplate, insulated throat; Appleton Electric Co.'s STB Series, Cooper/Crouse-Hinds' LTB Series, OZ/Gedney Co.'s 4Q-50T Series, Raco Inc.'s 3512 Series, Steel City/T & B Corp.'s LT-701 Series, or Thomas & Betts Corp.'s 5332 Series.
  - b. Wet Locations: OZ/Gedney Co.'s 4Q-TG Series (hot-dip/mechanically galvanized), or Thomas & Betts Corp.'s 3322 Series (PVC coated).

# F. Conduit Bodies (Threaded):

- Dry, Damp Locations: Zinc electroplate malleable iron or cast iron alloy bodies with zinc electroplate steel covers; Appleton Electric Co.'s Unilets, Cooper/Crouse-Hinds' Condulets, OZ/Gedney Co.'s Conduit Bodies, or Thomas & Betts Corp.'s Conduit Bodies.
- 2. Wet Locations: Malleable iron or cast iron alloy bodies and covers with hot dipped galvanized or other specified corrosion resistant finish; Cooper/Crouse-Hinds' Condulets (Corro-free epoxy powder coat), Thomas & Betts Corp.'s Conduit Bodies (hot dipped galvanized), or OZ/Gedney Co.'s Conduit Bodies (hot dipped galvanized). Stainless steel cover screws, covers gasketed to suit application.

## G. Expansion Fittings:

- 1. Dry, Damp Locations:
  - a. Malleable iron, zinc electroplate finish: Appleton Electric Co.'s XJ or OZ/Gedney Co.'s AX (TX for EMT), with external bonding jumper.
  - b. Electrogalvanized Steel: Cooper/Crouse-Hinds' XJG (XJG-EMT for EMT), or Thomas & Betts Corp.'s XJG, with internal grounding.
- 2. Wet Locations: Cooper/Crouse-Hinds XJG (Corro-free epoxy powder coat), OZ Gedney Co.'s AX, EXE (end type, hot dipped galvanized), or Thomas & Betts Corp.'s XJG (hot dipped galvanized).

# H. Deflection Fittings:

- 1. Dry, Damp Locations: Appleton Electric Co.'s DF, Cooper/Crouse-Hinds' XD, or OZ/Gedney Co.'s Type DX.
- Wet Locations: Ductile iron couplings with hot dipped galvanized finish, neoprene sleeve, and stainless steel bands, Appleton Electric Co.'s CF; or bronze couplings, neoprene sleeve, and stainless steel bands, OZ/Gedney Co.'s Type DX.

# I. Sealing Fittings:

- 1. Dry, Damp Locations: Appleton Electric Co.'s EYS, ESU w/Kwiko sealing compound and fiber filler, Cooper/Crouse-Hinds' EYS, EZS w/Chico A sealing compound and Chico X filler, OZ/Gedney Co.'s EY, EYA with EYC sealing compound and EYF damming fiber, or Thomas & Betts Corp.'s. EYS w/Chico A sealing compound and Chico X filler.
  - a. Other Type Fittings: As required to suit installation requirements, by Appleton Electric Co., Cooper/Crouse-Hinds, OZ/Gedney Co, or Thomas & Betts Corp.
- 2. Wet Locations: Malleable iron body with hot dipped/mechanically galvanized finish, neoprene sleeve, and stainless steel bands, Appleton electric Co.'s CF; or bronze couplings, neoprene sleeve, and stainless steel bands, OZ/Gedney Co.'s Type DX.
  - a. Horizontal: Cooper/Crouse-Hinds' EYS with Chico A sealing compound and Chico X filler, OZ/Gedney Co.'s EYD with EYC sealing compound and EYF damming fiber, or Thomas & Betts Corp.'s. EYS w/Chico A sealing compound and Chico X filler.
  - b. Vertical (with Drain): Cooper/Crouse-Hinds with Chico A sealing compound and Chico X filler, OZ/Gedney Co.'s EY, EYA with EYC sealing compound and EYF damming fiber, or Thomas & Betts Corp.'s. w/Chico A sealing compound and Chico X filler.
  - c. Other Type Fittings. As required to suit installation requirements, by Cooper/Crouse-Hinds, OZ/Gedney Co., or Thomas & Betts Corp. with hot dipped/mechanically galvanized finish or epoxy powder coat.
- J. Sealant for Raceways Exposed to Different Temperatures: Sealing compounds and accessories to suit installation; Appleton Electric Co.'s DUC, or Kwiko Sealing Compound with fiber filler, Cooper/Crouse-Hinds' Chico A Sealing Compound with Chico X fiber, Electrical Products Division 3M Scotch products, OZ Gedney Co.'s DUX or EYC sealing compound with EYF damming fiber, or Thomas & Betts Corp.'s Blackburn DX.

## K. Vertical Conductor Supports:

- 1. Dry, Damp Locations: Kellems/Hubbell Inc.'s Conduit Riser Grips, or OZ/Gedney Co.'s Type M, Type R.
- 2. Wet Locations: Kellems/Hubbell Inc.'s Conduit Riser Grips (stainless steel or tin coated bronze), or OZ/Gedney Co.'s hot dipped galvanized finish Type CMT or Type W.

## 2.02 OUTLET, JUNCTION, AND PULL BOXES

- A. Galvanized Steel Outlet Boxes: Standard galvanized steel boxes and device covers by Appleton Electric Co., Beck Mfg./Picoma Industries, Cooper/Crouse-Hinds, Raco/Div. of Hubbell, or Steel City/T & B Corp.
- B. Galvanized Steel Junction and Pull Boxes: Code gage, galvanized steel screw cover boxes by Delta Metal Products Inc., Hoffman Enclosures Inc., Hubbell Wiegmann, Lee Products Co., or Rittal/Electromate.
- C. Threaded Type Boxes:
  - 1. Junction And Pull Boxes:
    - a. For Dry, Damp Locations: Zinc electroplate cast iron boxes by Appleton Electric Co., Cooper/Crouse-Hinds, OZ/Gedney Co., or Thomas & Betts Corp. with zinc electroplate steel or cast iron cover.
    - b. For Wet Locations: Cast iron boxes by Cooper/Crouse-Hinds' (hot dipped galvanized or Corro-free epoxy powder coat), OZ/Gedney Co. (hot dipped galvanized), or Thomas & Betts Corp. (hot dipped galvanized) with stainless steel cover screws and cast iron cover gasketed to suit application.
  - 2. Conduit Bodies, Threaded (Provided with a Volume Marking):
    - a. For Dry, Damp Location: Zinc electroplate malleable iron or cast iron alloy bodies with zinc electroplate steel covers;
      Appleton Electric Co.'s Unilets, Cooper/Crouse-Hinds'
      Condulets, OZ/Gedney Co.'s Conduit Bodies, or Thomas & Betts Corp.'s Conduit Bodies.
    - b. For Wet Locations: Malleable iron or cast iron alloy bodies with hot dipped galvanized or other specified corrosion resistant finish; Cooper/Crouse-Hinds' Condulets (hot dipped galvanized or Corro-free epoxy power coat), OZ/Gedney Co.'s Conduit Bodies (hot dipped galvanized), or Thomas & Betts Corp.'s Conduit Bodies (hot dipped galvanized) with stainless steel cover screws and malleable iron covers gasketed to suit application.
- D. Specific Purpose Outlet Boxes: As fabricated by equipment manufacturers for mounting their equipment thereon.

## 2.03 CONDUCTORS AND ACCESSORIES

- A. Date of Manufacture: No insulated conductor more than one year old when delivered to the site will be acceptable.
- B. Acceptable Companies: American Insulated Wire Corp., BICC General Cable Industries Inc., Cerro Wire & Cable Co. Inc., Pirelli Cable Corp., Rome Cable Corp., or Southwire Co..
- C. Conductors: Annealed uncoated copper or annealed coated copper in conformance with the applicable standards for the type of insulation to be applied on the conductor. Conductor sizes No. 8 and larger shall be stranded.

# D. Types:

- 1. Class 1 Wiring:
  - a. No. 18 and No. 16 AWG: Insulated copper conductors suitable for 600 volts, NFPA 70 types KF-2, KFF-2, PAFF, PF, PFF, PGF, PGFF, PTFF, SF-2, SFF-2, TF, TFF, TFN, TFFN, ZF, or ZFF.
  - b. Larger than No. 16 AWG: Insulated copper conductors suitable for 600 volts, in compliance with NFPA 70 Article 310.
  - c. Conductor with other types and thickness of insulation may be used if listed for Class 1 circuit use.
- 2. Class 2 Wiring:
  - a. Multiconductor Cables: NFPA 70 Article 725, Types CL2P, CL2R, CL2.
  - b. Other types of cables may be used in accordance with NFPA 70 Table 725-61 "Cable Uses and Permitted Substitutions", as approved.
- 3. Class 3 Wiring:
  - a. Single Conductors No. 18 and No. 16 AWG: Same as Class 1 No. 18 and No. 16 AWG conductors, except that:
    - 1) Conductors are also listed as CL3.
    - Voltage rating not marked on cable except where cable has multiple listings and voltage marking is required for one or more of the listings.
  - b. Multiconductor Cables: NFPA 70 Article 725, Types CL3P, CL3R, CL3.
  - c. Other types of cables may be used in accordance with NFPA 70, Table 725-61 "Cable Uses and Permitted Substitutions", as approved.
- 4. Sensor & Communication wiring:
  - a. Communications Wiring: 1 pair of conductors 24 AWG, twisted, with overall foil & separate braided shield, 24 AWG drain wire, with overall PVC jacket; Belden 9841 cable; or equal.
  - b. Sensor Wiring: (use same cable as communications cable) 1 pair of conductors 24 AWG, twisted, with overall foil & separate braided shield, 24 AWG drain wire, with overall PVC jacket; Belden 9841 cable; or equal.

### E. Connectors:

- 1. General: Connectors specified are part of a system. Furnish connectors and components, and use specific tools and methods as recommended by connector manufacturer to form complete connector system.
- 2. Splices:
  - a. Spring Type:
    - 1) Rated 105° C, 600V; Buchanan/Ideal Industries Inc.'s B-Cap, Electrical Products Div./3M's Scotchlok Type Y, R, G, B, O/B+, R/Y+, or B/G+, or Ideal Industries Inc.'s Wing Nuts or Wire Nuts.
    - 2) Rated 150° C, 600V; Ideal Industries Inc.'s High Temperature Wire-Nut Model 73B, 59B.

- b. Indent Type with Insulating Jacket:
  - 1) Rated 105° C, 600V; Buchanan/Ideal Industries Inc.'s Crimp Connectors, Ideal Industries Inc.'s Crimp Connectors, Penn-Union Corp.'s Penn-Crimps, or Thomas & Betts Corp.'s STA-KON.
- c. Indent Type (Uninsulated): Anderson/Hubbell's Versa-Crimp, VERSAtile, Blackburn/T&B Corp.'s Color-Coded Compression Connectors, Electrical Products Div./3M's Scotchlok 10000, 11000 Series, Framatome Connectors/Burndy's Hydent, Penn-Union Corp.'s BCU, BBCU Series, or Thomas & Betts Corp.'s Compression Connectors.
- d. Connector Blocks: NIS Industires Inc.'s Polaris System, or Thomas & Betts Corp.'s Blackburn AMT Series.
- e. Resin Splice Kits: Electrical Products Div./3M's Scotchcast Brand Kit Nos. 82A Series, 82-B1 or 90-B1, or Scotchcast Brand Resin Pressure Splicing Method.
- f. Heat Shrinkable Splices: Electrical Products Div./3M's ITCSN, Raychem Corp.'s Thermofit Type WCS, or Thomas & Betts Corp.'s SHRINK-KON Insulators.
- g. Cold Shrink Splices: Electrical Products Div./3M's 8420 Series.
- 3. Terminals: Nylon insulated pressure terminal connectors by Amp-Tyco/Electronics, Electrical Products Div./3M, Framatome Connectors/Burndy, Ideal Industries Inc., Panduit Corp., Penn-Union Corp., Thomas & Betts Corp., or Wiremold Co.
- 4. Lugs:
  - a. Single Cable (Compression Type Lugs): Copper, one or 2 hole style (to suit conditions), long barrel; Anderson/Hubbell's VERSAtile VHCL, Blackburn/T&B Corp.'s Color-Coded CTL, LCN, Framatome Connectors/Burndy's Hylug YA, Electrical Products Div./3M Scotchlok 31036 or 31145 Series, Ideal Industires Inc.'s CCB or CCBL, NSI Industries Inc.'s L, LN Series, Penn-Union Corp.'s BBLU Series, or Thomas & Betts Corp.'s 54930BE or 54850BE Series.
  - b. Single Cable (Mechanical Type Lugs): Copper, one or 2 hole style (to suit conditions); Blackburn/T&B Corp.'s Color-Keyed Locktite Series, Framatome Connectors/Burndy's Qiklug Series, NSI Industries Inc.'s Type TL, Penn-Union Corp.'s VI-TITE Terminal Lug Series, or Thomas & Betts Corp.'s Locktite Series.
  - c. Multiple Cable (Mechanical Type Lugs): Copper, configuration to suit conditions; Framatome Connectors/Burndy's Qiklug Series, NSI Industries Inc.'s Type TL, Penn-Union Corp.'s VI-TITE Terminal Lug Series, or Thomas & Betts Corp.'s Color-Keyed Locktite Series.

## F. Tapes:

- 1. Insulation Tapes:
  - a. Plastic Tape: Electrical Products Div./3M's Scotch Super 33+ or Scotch 88, Plymouth Rubber Co.'s Plymouth/ Bishop Premium 85CW.
  - b. Rubber Tape: Electrical Products Div./3M's Scotch 130C, or Plymouth Rubber Co.'s Plymouth/Bishop W963 Plysafe.

- 3. Electrical Filler Tape: Electrical Products Div./3M's Scotchfil, or Plymouth Rubber Co.'s Plymouth/Bishop 125 Electrical Filler Tape.
- 4. Color Coding Tape: Electrical Products Div./3M's Scotch 35, or Plymouth Rubber Co.'s Plymouth/Bishop Premium 37 Color Coding.
- 5. Arc Proofing Tapes:
  - a. Arc Proofing Tape: Electrical Products Div./3M's Scotch 77, Mac Products Inc.'s AP Series, or Plymouth Rubber Co.'s Plymouth/Bishop 53 Plyarc.
  - b. Glass Cloth Tape: Electrical Products Div./3M's Scotch 27/Scotch 69, Mac Products Inc.'s TAPGLA 5066, or Plymouth Rubber Co.'s Plymouth/Bishop 77 Plyglas.
  - c. Glass-Fiber Cord: Mac Products Inc.'s MAC 0527.
- G. Wire-Pulling Compounds: To suit type of insulation; American Polywater Corp.'s Polywater Series, Electric Products Div./3M's WL, WLX, or WLW, Greenlee Textron Inc.'s Y-ER-EAS, Cable Cream, Cable Gel, Winter Gel, Ideal Industries Inc.'s Yellow 77, Aqua-Gel II, Agua-Gel CW, or Thomas & Betts Corp.'s Series 15-230 Cable Pulling Lubricants, or Series 15-631 Wire Slick.
- H. Wire Management Products: Cable clamps and clips, cable ties, spiral wraps, etc., by Catamount/T&B Corp., or Ideal Industries Inc.

# 2.04 SUPPORTING DEVICES

- A. Fasteners: Furnish all fasteners and hardware compatible with the materials and methods required for attachment of supporting devices.
  - 1. Toggle Bolts: Tumble-wing type, complying with FS FF-B-588C, Type, class and style as required.
  - 2. Nuts, Bolts, Screws, Washers:
    - a. General: Furnish zinc-coated fasteners, with galvanizing complying with ASTM A 153 for exterior use or where built into exterior walls. Furnish fasteners for the type, grade and class required for the particular installation.
    - b. Standard Nuts and Bolts: Regular hexagon head type, complying with ASTM A 307, Grade A.
    - c. Lag Bolts: Square head type, complying with FS FF-B-561C.
    - d. Machine Screws: Cadmium plated steel, complying with FS FF-S-92.
    - e. Wood Screws: Flat head carbon steel, complying with FS FF-S-
    - f. Plain Washers: Round, general assembly grade carbon steel, complying with FS FF-W-92.
    - g. Lock Washers: Helical spring type carbon steel, complying with FS FF-W-84.
- B. "C" Beam Clamps:
  - For 1 inch Conduit Maximum: B-Line Systems Inc.'s BG-8-C2, BP-8-C1 Series, or Caddy Fastener Div./Erico Products Inc.'s BC-8P and BC-8PSM Series.

- 2. For 3 inch Conduit Maximum: Appleton Electric Co.'s BH-500 Series beam clamp with H50WB Series hangers, Kindorf/T&B Corp.'s 500 Series beam clamp with 6HO-B Series hanger, or OZ/Gedney Co.'s IS-500 Series beam clamp with H-OWBS Series hanger.
- 3. For 4 inch Conduit Maximum: Kindorf/T&B Corp.'s E-231 beam clamp and E-234 anchor clip and C-149 series lay-in hanger, or Unistrut Corp.'s P2676 beam clamp and P-1659A Series anchor clip with J1205 Series lay in hanger.
- 4. For Threaded Rods (100 lbs. load max.): Caddy Fastener Div./Erico Products Inc.'s BC-4A.
- 5. For Threaded Rods (200 lbs. load max.): Appleton Electric Co.'s BH-500 Series, Kindorf/T&B Corp.'s 500 Series, or OZ/Gedney Co.'s IS-500 Series.
- 6. For Threaded Rods (300 lbs. load max.): Kindorf/T&B Corp.'s E-231 beam clamp and E-234 anchor clip, or Unistrut Corp.'s P2676 beam clamp and P-1659A Series anchor clip.
- C. Pipe Straps: Two hole steel conduit straps; Kindorf/T&B Corp.'s C-144 or C-280 Series.
- D. Pipe Clamps: One-hole malleable iron type clamps; Kindorf/T&B Corp.'s HS-400 Series, or OZ/Gedney Co.'s 14-50 Series.
- E. Supporting Fasteners (Metal Stud Construction): Metal stud supports, clips and accessories as produced by Caddy/Erico Products Inc.

#### PART 3 EXECUTION

#### 3.01 INSTALLATION, GENERAL

- A. Power Wiring: Not included in this Contract (provided by Electric Contractor).
- B. Control Wiring: Provide control wiring and connections.
  - 1. Where control circuit interlocking is required between individually mounted motor controllers, boiler controls, and temperature controllers, provide a single pole on-off switch in a threaded type box mounted adjacent to motor safety switches which are remote from the control transformer (to enable interlock circuit to be opened when the motor safety switch is opened).

# 3.02 RACEWAY INSTALLATION

- A. Conduit Installed Exposed:
  - 1. Install conduit exposed where indicated on the drawings. If not indicated, conduit may be installed exposed, as approved, in:
    - a. Unfinished spaces, and finished spaces housing mechanical or electrical equipment that is generally accessible only to facility maintenance personnel.
    - b. Areas where existing conduits have been installed exposed.

- c. Areas where conduit cannot be installed concealed.
- 2. Install conduit tight to the surface of the building construction. Exception:
  - a. Where otherwise indicated or directed.
- 3. Install vertical runs perpendicular to the floor.
- 4. Install runs on the ceiling perpendicular or parallel to the walls.
- 5. Install horizontal runs parallel to the floor.
- 6. Do not run conduits near heating pipes.
- 7. Installation of conduit directly on the floor will not be permitted.
- B. Conduit Size: Not smaller than 1/2 inch electrical trade size.
- C. Raceways Exposed to Different Temperatures: Where portions of an interior raceway system are exposed to widely different temperatures, seal interior and exterior of raceway to prevent circulation of air from a warmer to a colder section through the raceway installation.
  - 1. Heated Areas to Unheated Areas: After conductors are installed, seal interior of the raceway at the nearest conduit body, outlet or junction box in the heated area adjoining the unheated area.

# D. Raceway Schedule:

- 1. Rigid Ferrous Metal Conduit: Install in all locations unless otherwise specified or indicated on the drawings.
- 2. Liquid-tight Flexible Metal Conduit: Use 1 to 3 feet of liquid-tight flexible metal conduit (UL listed and marked suitable for the installation's temperature and environmental conditions) for final conduit connection to:
  - a. Equipment subject to vibration (damp and wet locations).
  - b. Equipment requiring flexible connection for adjustment or alignment (damp and wet locations).
- 3. Wireways: May be used indoors in dry locations for exposed raceway between grouped, wall mounted equipment.

### E. Fittings and Accessories Schedule:

- 1. General:
  - a. Use fittings and accessories that have a temperature rating equal to, or higher than the temperature rating of the conductors to be installed within the raceway.
  - b. Use zinc electroplate or hot dipped galvanized steel/malleable iron or cast iron alloy fittings and accessories in conjunction with ferrous raceways in dry and damp locations unless otherwise specified or indicated on the drawings.
  - c. Use malleable iron or cast iron alloy fittings and accessories having hot dipped/mechanically galvanized finish or other specified corrosion resistant finish in conjunction with ferrous raceways in wet locations unless otherwise specified or indicated on the drawings.
  - d. Use caps or plugs to seal ends of conduits until wiring is installed (to exclude foreign material).
  - e. Use insulated grounding bushings on the ends of conduits that are not directly connected to the enclosure (such as stub-ups

- under equipment, etc.) and bond between bushings and enclosure with equipment grounding conductor.
- f. Use expansion fittings where raceways cross expansion joints.
- g. Use deflection fittings where raceways cross expansion joints that move in more than one plane.
- h. Use 2 locknuts and an insulated bushing on end of each conduit entering sheet metal cabinet or box in dry or damp locations.
  - 1) Plastic bushings may be used on 1/2 and 3/4 inch conduit in lieu of insulated bushing.
  - 2) Terminate conduit ends within cabinet/box at the same level
- i. Use watertight hub on end of each conduit entering cabinets or boxes (in wet locations) that are not constructed with integral threaded hubs.
- 2. For Rigid Metal Conduit: Use threaded fittings and accessories. Use 3 piece conduit coupling where neither piece of conduit can be rotated.
- 3. For Liquid-tight Flexible Metal Conduit: Use liquid-tight connectors.
- 4. For Wireways: Use wireway manufacturer's standard fittings and accessories.

# 3.03 OUTLET, JUNCTION AND PULLBOX INSTALLATION

A. Mounting Position of Wall Outlets For Wiring Devices: Unless otherwise indicated, install boxes so that the long axis of each wiring device will be vertical.

	MOUNTING HEIGHT
Switches	4'-0"
Thermostats	5'-0"

- B. Supplementary Junction and Pull Boxes: In addition to junction and pull boxes indicated on the drawings and required by NFPA 70, provide supplementary junction and pull boxes as follows:
  - 1. When required to facilitate installation of wiring.
  - 2. At every third 90 degree turn in conjunction with raceway sizes over 1 inch.
  - 3. At intervals not exceeding 100 feet in conjunction with raceway sizes over 1 inch.
- C. Box Schedule for Concealed Conduit System:
  - 1. Non-Fire Rated Construction:
    - a. Depth: To suit job conditions and comply with NFPA 70 Article 370.
    - b. For Junction and Pull Boxes: Use galvanized steel boxes with flush covers.
    - c. For Switches, Receptacles, Etc:
      - 1) Plaster or Cast-In-Place Concrete Walls: Use 4 inch or 4-11/16 inch galvanized steel boxes with device covers.
- D. Box Schedule for Exposed Conduit System:

- 1. Dry and Damp Locations: Use zinc electroplate or hot dipped galvanized threaded type malleable iron or cast iron alloy outlet, iunction, and pullboxes or conduit bodies provided with a volume marking in conjunction with ferrous raceways unless otherwise specified or indicated on the drawings.
  - Galvanized steel boxes may be used in conjunction with conduit a. sizes over 1 inch in non-hazardous dry and damp locations.
  - Galvanized steel boxes may be used in conjunction with b. electrical metallic tubing where it is allowed (specified) to be installed exposed as branch circuit conduits at elevations over 10'-0" above finished floor.
- Wet Locations: Use threaded type malleable iron or cast iron alloy outlet 2. junction, and pullboxes or conduit bodies (provided with a volume marking) with hot dipped galvanized or other specified corrosion resistant coating in conjunction with ferrous raceways unless otherwise specified or indicated on the drawings.
  - Use corrosion resistant boxes in conjunction with plastic coated rigid ferrous metal conduit.
- 3. Finishing Collar or Combination Finishing Collar/Outlet Box (Surface Mounted Equipment Used With Exposed Raceway):
  - Use finishing collar where surface mounted equipment is installed on an exposed raceway outlet box and the equipment base is larger than the outlet box.
  - b. Use combination finishing collar/outlet box where surface mounted equipment is not indicated to be installed on an exposed raceway outlet box, but raceway cannot be run directly into equipment body due to equipment design.
- E. Specific Purpose Outlet Boxes: Use to mount equipment when available and suitable for job conditions. Unless otherwise specified, use threaded type boxes with finish as specified for exposed conduit system, steel (painted) for surface metal raceway system and galvanized steel for recessed installations.

#### **CONDUCTOR INSTALLATION** 3.04

- Power Wiring: Not included in this Contract (provided by Electric Contractor). A.
- В. Control Wiring: Provide control wiring and connections.
  - Where control circuit interlocking is required between individually mounted motor controllers, provide a single pole on-off switch in a threaded type box mounted adjacent to motor safety switches which are remote from the control transformer (to enable interlock circuit to be opened when the motor safety switch is opened).
- C. Install conductors in raceways after the raceway system is completed.
- D. Do not change, group or combine circuits other than as indicated on the drawings.
- E. Conductor Size: Install conductors of size shown on drawings. Where size is not indicated, the minimum size allowed is:

- 1. For Class 1 Circuits:
  - a. No. 18 and No. 16 AWG may be used provided they supply loads that do not exceed 6 amps (No. 18 AWG), or 8 amps (No. 16 AWG).
  - b. Larger than No. 16 AWG: Use to supply loads not greater than the ampacities given in NFPA 70 Section 310-15.
- 2. For Class 2 Circuits: Any size to suit application.
- 3. For Class 3 Circuits: No. 18 AWG.

# F. Color Coding:

- 1. Color Code For Wiring Other Than Electric Light and Power: In accordance with ICEA/NEMA WC-30 "Color Coding of Wires and Cables". Other coding methods may be used, as approved.
- G. Use wire management products to bundle, route, and support wiring in junction boxes, pullboxes, wireways, gutters, channels, and other locations where wiring is accessible.
- H. Conductor Schedule Types and Use:
  - 1. Class 1 Circuits: Use Class 1 wiring specified in Part 2 (except where special type insulation is required).
  - 2. Class 2 Circuits: Use Class 2 wiring specified in Part 2 (except where special type insulation is required).
  - 3. Class 3 Circuits: Use Class 3 wiring specified in Part 2 (except where special type insulation is required).
- I. Connector Schedule Types And Use:
  - 1. Temperature Rating: Use connectors that have a temperature rating, equal to, or greater than the temperature rating of the conductors to which they are connected.
  - 2. Splices:
    - a. Dry Locations:
      - 1) For Conductors No. 8 AWG or Smaller: Use spring type pressure connectors, indent type pressure connectors with insulating jackets, or connector blocks (except where special type splices are required).
    - b. Damp Locations: As specified for dry locations, except apply moisture sealing tape over the entire insulated connection (moisture sealing tape not required if heat shrinkable splices or cold shrink splices are used).
    - c. Wet Locations: Use uninsulated indent type pressure connectors and insulate with resin splice kits, cold shrink splices or heat shrinkable splices. Exception: Splices above ground which are totally enclosed and protected in NEMA 3R, 4, 4X enclosures may be spliced as specified for damp locations.
  - 3. Terminations:
    - a. For Conductors No. 10 AWG or Smaller: Use terminals for:
      - 1) Connecting wiring to equipment designed for use with terminals.

# 3.05 SUPPORTING DEVICE INSTALLATION

- A. Attachment of Conduit System:
  - 1. Wood Construction: Attach conduit to wood construction by means of pipe straps or pipe clamps and wood screws or lag bolts.
  - 2. Masonry Construction: Attach conduit to masonry construction by means of pipe straps and masonry anchorage devices.
  - 3. Steel Beams: Attach conduit to steel beams by means of "C" beam clamps and hangers.
  - 4. Conduit Above Suspended Ceiling: Do not rest conduit directly on runner bars, T-bars, etc. Support conduit from ceiling supports or from construction above suspended ceiling.
- B. Stud Construction: Attach raceways and boxes to stude by means of supporting fasteners manufactured specifically for the purpose.
  - 1. Support and attach outlet boxes so that they cannot torque/twist. Either:
    - a. Use bar hanger assembly, or:
    - b. In addition to attachment to the stud, also provide far side box support.

#### **SECTION 260523**

#### WIRING FOR MOTORS AND MOTOR CONTROLLERS

#### PART 1 GENERAL

#### 1.01 PRODUCTS INSTALLED BUT FURNISHED BY OTHERS

- A. The following items will be furnished under related contracts for installation, and connection to power wiring.
  - 1. Motor controllers for all Contracts.

# 1.02 SUBMITTALS

A. Not Required. (Related contractors will deliver 2 copies of approved wiring diagrams required for power wiring and connections under the Electrical Work Contract).

# PART 2 PRODUCTS

#### 2.01 POWER WIRING

A. Materials: As specified in other Electrical Sections.

#### 2.02 NAMEPLATES

- A. General: Precision engraved letters and numbers with uniform margins, character size minimum 3/16 inch high.
  - 1. Phenolic: Two color laminated engravers stock, 1/16 inch minimum thickness, machine engraved to expose inner core color (white).
  - 2. Aluminum: Standard aluminum alloy plate stock, minimum .032 inches thick, engraved areas enamel filled or background enameled with natural aluminum engraved characters.
  - 3. Materials for Outdoor Applications: As recommended by nameplate manufacturer to suit environmental conditions.

#### PART 3 EXECUTION

#### 3.01 INSTALLATION

- A. Power Wiring: Provide power wiring and connections for equipment installed under related contracts. Exception:
  - 1. Where a power source has been provided under this Contract and it is indicated that a related trade contractor is required to provide the power wiring from the power source to the equipment.
- B. Control Equipment: Set and connect the items to power wiring, listed under 1.01 PRODUCTS INSTALLED BUT FURNISHED BY OTHERS.
- C. Control Wiring: Not included in Electrical Work Contract. (Provided by related contractors).

- D. Nameplates: Identify each motor controller, indicating motor controlled:
  - 1. NEMA 1 Enclosures: Rivet or bolt nameplate to the cover.
  - 2. NEMA 12 Enclosures: Rivet or bolt and gasket nameplate to the cover.
  - 3. NEMA 3R, 4, 4X, 7, 9 Enclosures: Attach nameplates to the cover using adhesive specifically designed for the purpose, or mount nameplate on wall or other conspicuous location adjacent to switch. Do not penetrate enclosure with fasteners.

#### **SECTION 260526**

#### GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

#### PART 1 GENERAL

### 1.1 SECTION INCLUDES

- A. Grounding and bonding requirements.
- B. Conductors for grounding and bonding.
- C. Connectors for grounding and bonding.
- D. Ground rod electrodes.

#### 1.2 REFERENCE STANDARDS

- A. NECA 1 Standard for Good Workmanship in Electrical Construction; 2010.
- B. NEMA GR 1 Grounding Rod Electrodes and Grounding Rod Electrode Couplings; 2007.
- C. NFPA 70 National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- D. UL 467 Grounding and Bonding Equipment; Current Edition, Including All Revisions.

#### 1.3 SUBMITTALS

A. Product Data: Provide manufacturer's standard catalog pages and data sheets for grounding and bonding system components.

# 1.4 QUALITY ASSURANCE

A. Conform to requirements of NFPA 70.

### 1.5 DELIVERY, STORAGE, AND HANDLING

A. Receive, inspect, handle, and store products in accordance with manufacturer's instructions.

### **PART 2 PRODUCTS**

# 2.1 GROUNDING AND BONDING REQUIREMENTS

- A. Do not use products for applications other than as permitted by NFPA 70 and product listing.
- B. Unless specifically indicated to be excluded, provide all required components, conductors, connectors, conduit, boxes, fittings, supports, accessories, etc. as necessary for a complete grounding and bonding system.
- C. Where conductor size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

### D. Grounding Electrode System:

- 1. Provide connection to required and supplemental grounding electrodes indicated to form grounding electrode system.
  - a. Provide continuous grounding electrode conductors without splice or joint.

- b. Install grounding electrode conductors in raceway where exposed to physical damage. Bond grounding electrode conductor to metallic raceways at each end with bonding jumper.
- 2. Metal Underground Water Pipe(s):
  - a. Provide connection to underground metal domestic and fire protection (where present) water service pipe(s) that are in direct contact with earth for at least 10 feet at an accessible location not more than 5 feet from the point of entrance to the building.
  - b. Provide bonding jumper(s) around insulating joints/pipes as required to make pipe electrically continuous.
  - c. Provide bonding jumper around water meter of sufficient length to permit removal of meter without disconnecting jumper.
- 3. Ground Rod Electrode(s):
  - a. Where location is not indicated, locate electrode(s) at least 5 feet outside building perimeter foundation as near as possible to electrical service entrance; where possible, locate in softscape (uncovered) area.

### E. Service-Supplied System Grounding:

- 1. For each service disconnect, provide grounding electrode conductor to connect neutral (grounded) service conductor to grounding electrode system. Unless otherwise indicated, make connection at neutral (grounded) bus in service disconnect enclosure.
- 2. For each service disconnect, provide main bonding jumper to connect neutral (grounded) bus to equipment ground bus where not factory-installed. Do not make any other connections between neutral (grounded) conductors and ground on load side of service disconnect.

# 2.2 GROUNDING AND BONDING COMPONENTS

- A. General Requirements:
  - 1. Provide products listed, classified, and labeled by Underwriter's Laboratories Inc. (UL) as suitable for the purpose indicated.
  - 2. Provide products listed and labeled as complying with UL 467 where applicable.
- B. Conductors for Grounding and Bonding, in addition to requirements of Section 26 0519:
  - 1. Use insulated copper conductors unless otherwise indicated.
    - a. Exceptions:
      - 1) Use bare copper conductors where installed underground in direct contact with earth.
      - 2) Use bare copper conductors where directly encased in concrete (not in raceway).
- C. Connectors for Grounding and Bonding:
  - 1. Description: Connectors appropriate for the application and suitable for the conductors and items to be connected; listed and labeled as complying with UL 467.
  - 2. Unless otherwise indicated, use exothermic welded connections for underground, concealed and other inaccessible connections.
  - 3. Unless otherwise indicated, use mechanical connectors, compression connectors, or exothermic welded connections for accessible connections.

# D. Ground Rod Electrodes:

- 1. Comply with NEMA GR 1.
- 2. Material: Copper-bonded (copper-clad) steel.
- 3. Size: 3/4 inch diameter by 10 feet length, unless otherwise indicated.

### **PART 3 EXECUTION**

### 3.1 EXAMINATION

- A. Verify that work likely to damage grounding and bonding system components has been completed.
- B. Verify that field measurements are as shown on the drawings.
- C. Verify that conditions are satisfactory for installation prior to starting work.

### 3.2 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install grounding and bonding system components in a neat and workmanlike manner in accordance with NECA 1.
- C. Ground Rod Electrodes: Unless otherwise indicated, install ground rod electrodes vertically. Where encountered rock prohibits vertical installation, install at 45 degree angle or bury horizontally in trench at least 30 inches (750 mm) deep in accordance with NFPA 70.
  - 1. Outdoor Installations: Unless otherwise indicated, install with top of rod 6 inches below finished grade.
- D. Make grounding and bonding connections using specified connectors.
  - Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors. Do not remove conductor strands to facilitate insertion into connector.
  - 2. Remove nonconductive paint, enamel, or similar coating at threads, contact points, and contact surfaces.
  - 3. Exothermic Welds: Make connections using molds and weld material suitable for the items to be connected in accordance with manufacturer's recommendations.
  - 4. Mechanical Connectors: Secure connections according to manufacturer's recommended torque settings.
  - 5. Compression Connectors: Secure connections using manufacturer's recommended tools and dies.
- E. Identify grounding and bonding system components in accordance with Section 260553.

#### **SECTION 260529**

# FASTENERS, ATTACHMENTS, AND SUPPORTING DEVICES

# PART 1 GENERAL

#### 1.01 SUBMITTALS

- A. Shop Drawings: Show support details if different from methods specified or shown on the drawings.
- B. Product Data: Catalog sheets, specifications and installation instructions.

#### PART 2 PRODUCTS

#### 2.01 ANCHORING DEVICES

- A. Sleeve Anchors: Molly/Emhart's Parasleeve Series, Phillips' Red Head AN, HN, FS Series, or Ramset's Dynabolt Series.
- B. Wedge Anchors: Hilti's Kwik Bolt Series, Molly/Emhart's Parabolt Series, Phillips' Red Head WS, or Ramset's Trubolt Series.
- C. Self-Drilling Anchors: Phillips' Red Head Series S or Ramset's Ram Drill Series.
- D. Non-Drilling Anchors: Hilti's Drop-In Anchor Series, Phillips' Red Head J Series, or Ramset's Dynaset Series.
- E. Stud Anchors: Phillips' Red Head JS Series.

#### 2.02 MISCELLANEOUS FASTENERS

- A. Except where shown otherwise on the Drawings, furnish type, size, and grade required for proper installation of the Work, selected from the following: Furnish galvanized fasteners for exterior use, or for items anchored to exterior walls, except where stainless steel is indicated.
  - 1. Standard Bolts and Nuts: ASTM A 307, Grade A, regular hexagon head.
  - 2. Lag Screws: ASME B18.2.1.
  - 3. Machine Bolts: ASME B18.5 or ASME B18.9, Type, Class, and Form as required.
  - 4. Wood Screws: Flat head, ASME B18.6.1.
  - 5. Plain Washers: Round, ASME B18.22.1.
  - 6. Lock Washers: Helical, spring type, ASME B18.21.1.
  - 7. Toggle Bolts: Spring Wing Type; Wing AISI 1010, Trunion Nut AISI1010 or Zamac Alloy, Bolt Carbon Steel ANSI B18.6.3.

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B. Stainless Steel Fasteners: Type 302 for interior Work; Type 316 for exterior Work; Phillips head screws and bolts for exposed Work unless otherwise specified.

# 2.03 TPR (THE PEEL RIVET) FASTENERS

A. 1/4 inch diameter, threadless fasteners distributed by Subcon Products, 315 Fairfield Road, Fairfield, NJ 07004 (800) 634-5979.

#### 2.04 POWDER DRIVEN FASTENER SYSTEMS

A. Olin Corp.'s Ramset Fastening Systems, or Phillips Drill Company Inc.'s Red Head Powder Actuated Systems.

#### 2.05 HANGER RODS

A. Mild low carbon steel, unless otherwise specified; fully threaded or threaded each end, with nuts as required to position and lock rod in place. Unless galvanized or cadmium plated, provide a shop coat of red lead or zinc chromate primer paint.

#### 2.06 "C" BEAM CLAMPS

- A. With Conduit Hangers:
  - 1. For 1 Inch Conduit Maximum: B-Line Systems Inc.'s BG-8, BP-8
    Series, Caddy/Erico Products Inc.'s BC-8P and BC-8PSM Series, or GB
    Electrical Inc.'s HIT 110-412 Series.
  - 2. For 3 Inch Conduit Maximum: Appleton Electric Co.'s BH-500 Series beam clamp with H50W/B Series hangers, Kindorf's 500 Series beam clamp with 6HO-B Series hanger, or OZ/Gedney Co.'s IS-500 Series beam clamp with H-OWB Series hanger.
  - 3. For 4 Inch Conduit Maximum: Kindorf's E-231 beam clamp and E-234 anchor clip and C-149 series lay-in hanger; Unistrut Corp.'s P2676 beam clamp and P-1659A Series anchor clip with J1205 Series lay in hanger.

### B. For Hanger Rods:

- 1. For 1/4 Inch Hanger Rods: B-Line Systems Inc.'s BC, Caddy/Erico Products Inc.'s BC, GB Electrical Inc.'s HIT 110, Kindorf's 500, 510, or Unistrut Corp.'s P1648S, P2398S, P2675, P2676.
- 2. For 3/8 Inch Hanger Rods: Caddy/Erico Products Inc.'s BC, Kindorf's 231-3/8, 502, or Unistrut Corp.'s P1649AS, P2401S, P2675, P2676.
- 3. For 1/2 Inch Rods: Appleton Electric Co. BH-500 Series, Kindorf's 500 Series, 231-1/2, OZ/Gedney Co.'s IS-500 Series, or Unistrut Corp.'s P1650AS, P2403S, P2676.
- 4. For 5/8 Inch Rods: Unistrut Corp.'s P1651AS beam clamp and P1656A Series anchor clip.
- 5. For 3/4 Inch Rods: Unistrut Corp.'s P1653S beam clamp and P1656A Series anchor clip.

# 2.07 CHANNEL SUPPORT SYSTEM

A. Channel Material: 12 gage steel.

- B. Finishes:
  - 1. Phosphate and baked green enamel/epoxy.
  - 2. Pre-galvanized.
  - 3. Electro-galvanized.
  - 4. Hot dipped galvanized.
  - 5. Polyvinyl chloride (PVC), minimum 15 mils thick.
- C. Fittings: Same material and finish as channel.
- D. UL Listed Systems:
  - 1. B-Line Systems Inc.'s B-22 (1-5/8 x 1-5/8 inches), B-12 (1-5/8 x 2-7/16 inches), B-11 (1-5/8 x 3-1/4 inches).
  - 2. Grinell Corp.'s Allied Power-Strut PS 200 (1-5/8 x 1-5/8 inches), PS 150 (1-5/8 x 2-7/16 inches), PS 100 (1-5/8 x 3-1/4 inches).
  - 3. Kindorf's B-900 (1-1/2 x 1-1/2 inches), B-901 (1-1/2 x 1-7/8 inches), B-902 (1-1/2 x 3 inches).
  - 4. Unistrut Corp.'s P-3000 (1-3/8 x 1-5/8 inches), P-5500 (1-5/8 x 2-7/16 inches), P-5000 (1-5/8 x 3-1/4 inches).
  - 5. Versabar Corp.'s VA-1 (1-5/8 x 1-5/8 inches), VA-3 (1-5/8 x 2-1/2 inches).

### 2.08 MISCELLANEOUS FITTINGS

- A. Side Beam Brackets: B-Line Systems Inc.'s B102, B103, B371-2, Kindorf's B-915, or Versabar Corp.'s VF-2305, VF-2507.
- B. Pipe Straps:
  - 1. Two Hole Steel Conduit Straps: B-Line Systems Inc.'s B-2100 Series, Kindorf's C-144 Series, or Unistrut Corp.'s P-2558 Series.
  - 2. One Hole Malleable Iron Clamps: Kindorf's HS-400 Series, or OZ/Gedney Co.'s 14-G Series, 15-G Series (EMT).
- C. Deck Clamps: Caddy/Erico Products Inc.'s DH-4-T1 Series.
- D. Fixture Stud and Strap: OZ/Gedney Co.'s SL-134, or Steel City's FE-431.
- E. Supporting Fasteners (Metal Stud Construction): Metal stud supports, clips and accessories as produced by Caddy/Erico Products Inc.

#### PART 3 EXECUTION

# 3.01 INSTALLATION

- A. Where specific fasteners are not specified or indicated for securing items to inplace construction, provide appropriate type, size, and number of fasteners for a secure, rigid installation.
- B. Install anchoring devices and other fasteners in accordance with manufacturer's printed instructions.

C. Make attachments to structural steel wherever possible.

#### 3.02 **FASTENER SCHEDULE**

- A. Material:
  - Use cadmium or zinc coated anchors and fasteners in dry locations. 1.
  - 2. Use hot dipped galvanized or stainless steel anchors and fasteners in damp and wet locations.
  - For corrosive atmospheres or other extreme environmental conditions, 3. use fasteners made of materials suitable for the conditions.
- B. Types and Use: Unless otherwise specified or indicated use:
  - Cast-in-place concrete inserts in fresh concrete construction for direct pull-out loads such as shelf angles or fabricated metal items and supports attached to concrete slab ceilings.
  - 2. Anchoring devices to fasten items to solid masonry and concrete when the anchor is not subjected to pull out loads, or vibration in shear loads.
  - Toggle bolts to fasten items to hollow masonry and stud partitions. 3.
  - Metallic fasteners installed with electrically operated or powder driven 4. tools for approved applications, except:
    - a. Do not use powder driven drive pins or expansion nails.
    - Do not attach powder driven or welded studs to structural steel b. less than 3/16 inch thick.
    - Do not support a load, in excess of 250 lbs from any single c. welded or powder driven stud.
    - Do not use powder driven fasteners in precast concrete. d.

#### ATTACHMENT SCHEDULE 3.03

- General: Make attachments to structural steel or steel bar joists wherever A. possible. Provide intermediate structural steel members where required by support spacing. Select steel members for use as intermediate supports based on a minimum safety factor of 5.
  - Make attachments to steel bar joists at panel points of joists. 1.
  - 2. Do not drill holes in main structural steel members.
  - 3. Use "C" beam clamps for attachment to steel beams.
- Where it is not possible to make attachments to structural steel or steel bar joists, В. use the following methods of attachment to suit type of construction unless otherwise specified or indicated on the drawings:
  - Attachment to Steel Roof Decking (No Concrete Fill): 1.
    - Decking With Hanger Tabs: Use deck clamps.
    - b. Decking Without Hanger Tabs:
      - Before Roofing Has Been Applied: Use 3/8 inch 1) threaded steel rod welded to a 4 x 4 x 1/4 inch steel plate and installed through 1/2 inch hole in roof deck.
      - After Roofing Has Been Applied: Use welding studs, or 2) self-drilling/tapping fasteners. Exercise extreme care when installing fasteners to avoid damage to roofing.
  - 2. Attachment to Cast-In-Place Concrete:
    - Existing Concrete: Use anchoring devices. a.

- 3. Attachment to Precast Concrete Planks: Use anchoring devices, except do not make attachments to precast concrete planks less than 2-3/4 inches thick.
- 4. Attachment to Precast Concrete Tee Construction:
  - a. Existing Construction:
    - 1) Use anchoring devices installed in webs of tees. Install anchoring devices as high as possible in the webs.
  - b. Do not use powder driven fasteners.
  - c. Exercise extreme care in drilling holes to avoid damage to reinforcement.
- 5. Attachment to Wood Construction: Use side beam brackets fastened to the sides of wood members to make attachments for hangers.
  - a. Under 15 lbs Load: Attach side beam brackets to wood members with 2 No. 18 x 1-1/2 inch long wood screws, or 2 No. 16 x 1-1/2 inch long drive screws.
  - b. Over 15 lbs Load: Attach side beam brackets to wood members with bolts and nuts or lag bolts. Do not use lag bolts in wooden members having a nominal thickness (beam face) under 2 inches in size. Install bolts and nuts or lag bolts in the side of wood members at the mid-point or slightly above. Install plain washers under all nuts.

LOAD	LAG BOLT SIZE	BOLT DIAMETER
15 lbs to 30 lbs	3/8 x 1-3/4 inches	3/8 inch
31 lbs to 50 lbs	1/2 x 2 inches	1/2 inch
Over 50 lbs to load limit of structure.	Use bolt & nut.	5/8 inch

- c. Do not make attachments to the diagonal or vertical members of wood trusses.
- d. Do not make attachments to the nailing strips on top of steel beams.
- 6. Attachment to Metal Stud Construction: Use supporting fasteners manufactured specifically for the attachment of raceways and boxes to metal stud construction.
  - a. Support and attach outlet boxes so that they cannot torque/twist. Either:
    - 1) Use bar hanger assembly, or:
    - 2) In addition to attachment to the stud, also provide far side box support.

# 3.04 CONDUIT SUPPORT SCHEDULE

- A. Provide number of supports as required by National Electrical Code. Exception: Maximum support spacing allowed is 4'-0" for conduit sizes 3 inches and larger supported from wood trusses.
- B. Use pipe straps and specified method of attachment where conduit is installed proximate to surface of wood or masonry construction.

- 1. Use hangers secured to surface with specified method of attachment where conduit is suspended from the surface.
- C. Use "C" beam clamps and hangers where conduit is supported from steel beams.
- D. Use deck clamps and hangers where conduit is supported from steel decking having hanger tabs.
  - 1. Where conduit is supported from steel decking that does not have hanger tabs, use clamps and hangers secured to decking, utilizing specified method of attachment.
- E. Use channel support system supported from structural steel for multiple parallel conduit runs.
- F. Where conduits are installed above ceiling, do not rest conduit directly on runner bars, T-Bars, etc.
  - 1. Conduit Sizes 2-1/2 Inches and Smaller: Support conduit from ceiling supports or from construction above ceiling.
  - 2. Conduit Sizes Over 2-1/2 Inches: Support conduit from beams, joists, or trusses above ceiling.

### 3.05 CHANNEL SUPPORT SYSTEM SCHEDULE

- A. Use channel support system where specified or indicated on the drawings.
- B. Channel supports may be used, as approved, to accommodate mounting of equipment.
- C. Material and Finish:
  - 1. Dry Locations: Use 12 gage steel channel support system having any one of the specified finishes.
  - 2. Damp Locations: Use 12 gage steel channel support system having any one of the specified finishes except green epoxy/enamel.
  - 3. Wet Locations: Use 12 gage steel channel support system having hot dipped galvanized, or PVC finish.

#### **SECTION 260532**

### INTERIOR RACEWAYS, FITTINGS, AND ACCESSORIES

#### PART 1 GENERAL

#### 1.01 REFERENCES

A. NFPA, NEMA, ANSI, and UL.

#### 1.02 SUBMITTALS

A. Product Data: Catalog sheets, specifications, and installation instructions.

#### PART 2 PRODUCTS

#### 2.01 RACEWAYS

- A. Rigid Ferrous Metal Conduit: Steel, hot dipped galvanized on the outside and inside, UL categorized as Rigid Ferrous Metal Conduit (identified on UL Listing Mark as Rigid Metal Conduit Steel or Rigid Steel Conduit), by Allied Tube & Conduit Corp., Republic Conduit, or Wheatland Tube Co.
- B. Electrical Metallic Tubing: Steel, galvanized on the outside and enameled on the inside, UL categorized as Electrical Metallic Tubing (identified on UL Listing Mark as Electrical Metallic Tubing), by Allied Tube & Conduit Corp Republic Conduit, or Wheatland Tube Co.
- C. Liquid-tight Flexible Metal Conduit: UL categorized as liquid-tight flexible metal conduit (identified on UL Listing Mark as Liquid-Tight Flexible Metal Conduit, also specifically marked with temperature and environment application data), by AFC Cable Systems Inc., Anamet Electrical Inc., Electri-Flex Co., or Universal Metal Hose Co.
- D. Wireways, Fittings and Accessories:
  - 1. NEMA 1 (Without Knockouts): Square D Co.'s Class 5100, Cooper B-Line, Hubbell/Wiegmann's HS Series or equivalent as manufactured by Pentair/Hoffman Specialty Inc.

#### 2.02 FITTINGS AND ACCESSORIES

- A. Insulated Bushings:
  - Threaded, malleable iron/zinc electroplate with 105 degrees C minimum plastic insulated throat; Appleton Electric Co.'s BU50I Series, Cooper/Crouse-Hinds' 1031 Series, OZ/Gedney Co.'s IBC-50 Series, Raco Inc.'s 1132 Series, Steel City/T & B Corp.'s BI-901 Series, or Thomas & Betts Corp.'s 1222 Series.
  - 2. Threaded malleable iron with 150 degrees C plastic throat; Appleton Electric Co.'s BU501 Series, Cooper/Crouse-Hinds' H1031 Series, or OZ/Gedney Co.'s IBC-50 Series.

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B.

Threaded, malleable iron/zinc electroplate with 105 degrees C minimum plastic insulated liner, and ground lug: Appleton Electric Co.'s GIB-50 Series, Cooper/Crouse-Hinds' GLL Series, OZ/Gedney Co.'s IBC-50L

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- Series, Raco Inc.'s 1212 Series, Steel City/T & B Corp.'s BG-801 (1/2 to 2") Series, or Thomas & Betts Corp.'s 3870.
- 2. Threaded malleable iron/zinc electroplate with 150 degrees C plastic insulated liner, and ground lug; Appleton Electric Co.'s GIB Series, Cooper/Crouse-Hinds' HGLL Series, or OZ/Gedney Co.'s IBC-50L Series, or Thomas & Betts Corp.'s 3870.

#### C. Connectors and Couplings:

**Insulated Grounding Bushings:** 

- Locknuts: UL, steel/zinc electroplate; Appleton Electric Co.'s BL-50 Series, Cooper/Crouse-Hinds' 11 Series, OZ/Gedney Co.'s 1-50S Series, Raco Inc.'s 1002 Series, Steel City/T&B Corp.'s LN-101 Series, or Thomas & Betts Corp.'s 141 Series.
- Grounding Wedge: Thomas & Betts Corp.'s 3650 Series. 2.
- Couplings For Rigid Metal Conduit: Standard galvanized threaded 3. couplings as furnished by conduit manufacturer, Allied Tube & Conduit Corp.'s Kwik-Couple, or Thomas & Betts Corp.'s Shamrock.
- 4. Three Piece Conduit Coupling For Rigid Metal Conduit: Steel, malleable iron, zinc electroplate; Allied Tube & Conduit Corp.'s Kwik-Couple, Appleton Electric Co.'s EC-50 Series, Cooper/Crouse-Hinds' 190M Series, OZ/Gedney Co.'s 4-50 Series, Raco Inc.'s 1502 Series, Steel City/T & B Corp.s EK-401 Series, or Thomas & Betts Corp.'s 675 Series.
- 5. Electrical Metallic Tubing Couplings and Insulated Connectors: Compression type, steel/zinc electroplate; Appleton Electric Co.'s TW-50CS1, TWC-50CS Series, Cooper/Crouse-Hinds' 1650, 660S Series, Raco Inc.'s 2912, 2922 Series, Steel City/T & B Corp.'s TC-711 Series, or Thomas & Betts Corp.'s 5120, 5123 Series.
- 6. Liquid-tight Flexible Metal Conduit Connectors: Steel, malleable iron, zinc electroplate, insulated throat: Appleton Electric Co.'s STB Series. Cooper/Crouse-Hinds' LTB Series, OZ/Gedney Co.'s 4Q-50T Series, Raco Inc.'s 3512 Series, Steel City/T & B Corp.'s LT-701 Series, or Thomas & Betts Corp.'s 5332 Series.

#### D. Conduit Bodies (Threaded):

Malleable Iron/Zinc Electroplate: Zinc electroplate malleable iron or cast iron alloy bodies with zinc electroplate steel covers; Appleton Electric Co.'s Unilets, Cooper/Crouse-Hinds' Condulets, OZ/Gedney Co.'s Conduit Bodies, or Thomas & Betts Corp.'s Conduit Bodies.

#### E. **Expansion Fittings:**

- 1. Malleable Iron, Zinc Electroplate Finish: Appleton Electric Co.'s XJ or OZ/Gedney Co.'s AX (TX for EMT), with external bonding jumper.
- Electrogalvanized Steel: Cooper/Crouse-Hinds' XJG (XJG-EMT for 2. EMT), or Thomas & Betts Corp.'s XJG, with internal grounding.
- F. Deflection Fittings: Appleton Electric Co.'s DF, Cooper/Crouse-Hinds' XD, or OZ/Gedney Co.'s Type DX.

- G. Vertical Conductor Supports: Kellems/Hubbell Inc.'s Conduit Riser Grips, or OZ/Gedney Co.'s Type M, Type R.
- H. Pulling-In-Line for installation in spare and empty raceways: Polypropylene monofilament utility line; Greenlee Textron Inc.'s Poly Line 430, 431, or Ideal Industries Powr-Fish Pull-Line 31-340 Series.

### PART 3 EXECUTION

#### 3.01 RACEWAY INSTALLATION - GENERAL

- A. Number of Raceways: Do not change number of raceways to less than the number indicated on the drawings.
  - 1. Each raceway shall enclose one circuit unless otherwise indicated on the drawings.
- B. Conduit Installed Concealed:
  - 1. Install conduit concealed unless otherwise indicated on the drawings.
  - 2. Existing Construction:
    - a. Run conduit in existing chases and hung ceilings.
    - b. If conduit cannot be installed concealed due to conditions encountered in the building, report such conditions and await approval in writing before proceeding.
  - 3. New Construction:
    - a. Run conduit in the ceilings, walls, and partitions.
  - 4. If any portions of the conduit system cannot be installed concealed due to conditions encountered in the building, report such conditions and await approval in writing before proceeding.
- C. Conduits Penetrating Concrete Floor Slabs (Concrete slabs that are both ceilings and floors shall be treated as floor slabs):
  - 1. Provide a minimum of 2 inches between conduits that vertically penetrate elevated concrete slabs.
  - 2. Provide firestopping and spray on fireproofing at locations where conduits penetrate surface of floor slab and slab is part of fire rating required for construction.
- D. Conduit Installed Exposed:
  - 1. Install conduit exposed where indicated on the drawings.
  - 2. Install conduit tight to the surface of the building construction unless otherwise indicated or directed.
  - 3. Install vertical runs perpendicular to the floor.
  - 4. Install runs on the ceiling perpendicular or parallel to the walls.
  - 5. Install horizontal runs parallel to the floor.
  - 6. Do not run conduits near heating pipes.
  - 7. Installation of conduit directly on the floor will not be permitted.
- E. Conduit Size: Not smaller than 3/4 inch electrical trade size. Where type FEP, THHN, THWN, THWN-2, XHH, XHHW, or XHHW-2 conductors are specified

for use under Section 260519, the minimum allowable conduit size for new Work shall be based on Type THW conductors.

F. Conduit Bends: For 3/4 inch conduits, bends may be made with manual benders. For all conduit sizes larger than 3/4 inch, manufactured or field fabricated offsets or bends may be used. Make field fabricated offsets or bends with an approved hydraulic bender.

# 3.02 RACEWAY SCHEDULE

- A. Rigid Ferrous Metal Conduit: Install in all locations unless otherwise specified or indicated on the drawings.
- B. Electrical Metallic Tubing:
  - 1. May be installed concealed as branch circuit conduits above suspended ceilings where conduit does not support fixtures or other equipment.
  - 2. May be installed concealed as branch circuit conduits in hollow areas in dry locations, including:
    - a. Hollow concrete masonry units, except where cores are to be filled.
    - b. Drywall construction with sheet metal studs, except where studs are less than 3-1/2 inches deep.
- C. Liquid-tight Flexible Metal Conduit: Install equipment grounding conductor in liquid-tight flexible metal conduit and bond at each box or equipment to which conduit is connected:
  - 1. Use 1 to 3 feet of liquid-tight flexible metal conduit (UL listed and marked suitable for the installation's temperature and environmental conditions) for final conduit connection to:
    - a. Motors with weather-protected or totally enclosed housings.
    - b. Equipment subject to vibration (damp and wet locations).
    - c. Equipment requiring flexible connection for adjustment or alignment (damp and wet locations).
- D. Wireways: May be used indoors in dry locations for exposed raceway between grouped, wall mounted equipment.

#### 3.03 FITTINGS AND ACCESSORIES SCHEDULE

- A. General:
  - 1. Use fittings and accessories that have a temperature rating equal to, or higher than the temperature rating of the conductors to be installed within the raceway.
  - 2. Use zinc electroplate or hot dipped galvanized steel/malleable iron or cast-iron alloy fittings and accessories in conjunction with ferrous raceways in dry and damp locations unless otherwise specified or indicated on the drawings.
  - 3. Use insulated grounding bushings or grounding wedges on ends of conduit for terminating and bonding equipment grounding conductors, when required, if cabinet or boxes are not equipped with grounding/bonding screws or lugs.

- 4. Use caps or plugs to seal ends of conduits until wiring is installed to exclude foreign material.
- 5. Use insulated grounding bushings on the ends of conduits that are not directly connected to the enclosure, such as stub-ups under equipment, etc., and bond between bushings and enclosure with equipment grounding conductor.
- 6. Use expansion fittings where raceways cross expansion joints (exposed, concealed, buried).
- 7. Use deflection fittings where raceways cross expansion joints that move in more than one plane.
- 8. Use 2 locknuts and an insulated bushing on end of each conduit entering sheet metal cabinet or box in dry or damp locations.
  - a. Plastic bushing may be used on 3/4 inch conduit in lieu of insulated bushing.
  - b. Terminate conduit ends within cabinet/box at the same level.
- C. For Rigid Conduit: Use threaded fittings and accessories. Use 3-piece conduit coupling where neither piece of conduit can be rotated.
- D. For Electrical Metallic Tubing: Use compression type connectors and couplings.
- E. For Liquid-tight Flexible Metal Conduit: Use liquid-tight connectors.
- F. For Wireways: Use wireway manufacturer's standard fittings and accessories.

#### **SECTION 260534**

### **OUTLET, JUNCTION, AND PULL BOXES**

### PART 1 GENERAL

#### 1.01 REFERENCES

A. NEMA, and UL.

#### 1.02 SUBMITTALS

- A. Product Data: Catalog sheets, specifications and installation instructions.
  - 1. For fire rated construction, prove that materials and installation methods proposed for use are in accordance with the listing requirements of the classified construction.

### PART 2 PRODUCTS

#### 2.01 GALVANIZED STEEL OUTLET BOXES

A. Standard galvanized steel boxes and device covers by Appleton Electric Co., Beck Mfg./Picoma Industries, Cooper/Crouse-Hinds, Raco/Div. of Hubbell, or Steel City/T & B Corp.

#### 2.02 GALVANIZED STEEL JUNCTION AND PULL BOXES

A. Code gage, galvanized steel screw cover boxes by Delta Metal Products Inc., Hoffman Enclosures Inc., Hubbell Wiegmann, Lee Products Co., or Rittal/Electromate.

# 2.03 THREADED TYPE BOXES:

#### A. Outlet Boxes:

- 1. For Dry, Damp Locations: Zinc electroplate malleable iron or cast iron alloy boxes by Appleton Electric Co., Cooper/Crouse-Hinds Co., or OZ/Gedney Co., with zinc electroplate steel covers to suit application.
- 2. For Wet Locations: Malleable iron or cast iron alloy boxes with hot dipped galvanized or other specified corrosion resistant finish as produced by Cooper/Crouse-Hinds (hot dipped galvanized or Corro-free epoxy powder coat), or OZ/Gedney Co. (hot dipped galvanized), with stainless steel cover screws, and malleable iron covers gasketed to suit application.

### B. Junction And Pull Boxes:

- 1. For Dry, Damp Locations: Zinc electroplate cast iron boxes by Appleton Electric Co., Cooper/Crouse-Hinds, or OZ/Gedney Co., with zinc electroplate steel or cast iron cover.
- 2. For Wet Locations: Cast iron boxes by Cooper/Crouse-Hinds' (hot dipped galvanized or Corro-free epoxy powder coat), or OZ/Gedney Co.

(hot dipped galvanized), with stainless steel cover screws and cast iron cover gasketed to suit application.

- C. Conduit Bodies, Threaded (Provided with a Volume Marking):
  - 1. For Dry, Damp Location: Zinc electroplate malleable iron or cast iron alloy bodies with zinc electroplate steel covers; Appleton Electric Co.'s Unilets, Cooper/Crouse-Hinds' Condulets, or OZ/Gedney Co.'s Conduit Bodies.
  - 2. For Wet Locations: Malleable iron or cast iron alloy bodies with hot dipped galvanized or other specified corrosion resistant finish; Cooper/Crouse-Hinds' Condulets (hot dipped galvanized or Corro-free epoxy power coat), or OZ/Gedney Co.'s Conduit Bodies (hot dipped galvanized) with stainless steel cover screws and malleable iron covers gasketed to suit application.

### 2.04 SPECIFIC PURPOSE OUTLET BOXES

A. As fabricated by manufacturers for mounting their equipment.

# 2.05 OUTLET BOXES AND RELATED PRODUCTS FOR FIRE RATED CONSTRUCTION

- A. Parameters For Use of Listed Metallic Outlet or Switch Boxes: UL Electrical Construction Equipment Directory Metallic Outlet Boxes (QCIT).
- B. Wall Opening Protective Materials: As listed in UL Fire Resistance Directory Wall Opening Protective Materials (CLIV), or UL Electrical Construction Equipment Directory Wall Opening Protective Materials (QCSN).

# PART 3 EXECUTION

#### 3.01 PREPARATION

A. Before proceeding with the installation of junction and pull boxes, check the locations with the Director's Representative and have same approved.

### 3.02 INSTALLATION

- A. Mounting Position of Wall Outlets For Wiring Devices: Unless otherwise indicated, install boxes so that the long axis of each wiring device will be vertical.
- B. Height of Wall Outlets: Unless otherwise indicated, locate outlet boxes with their center lines at the following elevations above finished floor:

Switches	4'-0"
Single & Duplex Receptacles	1'-6"*

\*In areas containing heating convectors, install outlets above convectors at height indicated on drawings.

- C. Supplementary Junction and Pull Boxes: In addition to junction and pull boxes indicated on the drawings and required by NFPA 70, provide supplementary junction and pull boxes as follows:
  - 1. When required to facilitate installation of wiring.
  - 2. At every third 90 degree turn in conjunction with raceway sizes over 1 inch
  - 3. At intervals not exceeding 100 feet in conjunction with raceway sizes over 1 inch.

# 3.03 OUTLET, JUNCTION, AND PULL BOX SCHEDULE

- A. Boxes For Concealed Conduit System:
  - 1. Non-Fire Rated Construction:
    - a. Depth: To suit job conditions and comply with NFPA 70 Article 370
    - b. For Junction and Pull Boxes: Use galvanized steel boxes with flush covers.
    - c. For Switches, Receptacles, Etc:
      - 1) Plaster or Cast-In-Place Concrete Walls: Use 4 inch or 4-11/16 inch galvanized steel boxes with device covers.
      - 2) Walls Other Than Plaster or Cast-In-Place Concrete:
        Use type of galvanized steel box which will allow wall plate to cover the opening made for the installation of the box.
  - 2. Recessed Boxes in Fire Rated (2 hour maximum) Bearing and Nonbearing Wood or Steel Stud Walls (Gypsum Wallboard Facings):
    - a. Use listed single and double gang metallic outlet and switch boxes. The surface area of individual outlet or switch boxes shall not exceed 16 square inches.
    - b. The aggregate surface area of the boxes shall not exceed 100 square inches per 100 square feet of wall surface.
    - c. Securely fasten boxes to the studs. Verify that the opening in the wallboard facing is cut so that the clearance between the box and the wallboard does not exceed 1/8 inch.
    - d. Separate boxes located on opposite sides of walls or partitions by a minimum horizontal distance of 24 inches. This minimum separation distance may be reduced when wall opening protective materials are installed according to the requirements of their classification.
    - e. Use wall opening protective material in conjunction with boxes installed on opposite sides of walls or partitions of staggered stud construction in accordance with the classification requirements for the protective material.
  - 3. Other Fire Rated Construction: Use materials and methods to comply with the listing requirements for the classified construction.

- B. Boxes For Exposed Conduit System:
  - 1. Dry and Damp Locations: Use zinc electroplate or hot dipped galvanized threaded type malleable iron or cast iron alloy outlet, junction, and pullboxes or conduit bodies provided with a volume marking in conjunction with ferrous raceways unless otherwise specified or indicated on the drawings.
    - a. Galvanized steel boxes may be used in conjunction with conduit sizes over 1 inch in non-hazardous dry and damp locations.
    - b. Galvanized steel boxes may be used in conjunction with electrical metallic tubing where it is allowed (specified) to be installed exposed as branch circuit conduits at elevations over 10'-0" above finished floor.
  - 2. Wet Locations: Use threaded type malleable iron or cast iron alloy outlet junction, and pullboxes or conduit bodies (provided with a volume marking) with hot dipped galvanized or other specified corrosion resistant coating in conjunction with ferrous raceways unless otherwise specified or indicated on the drawings.
    - a. Use corrosion resistant boxes in conjunction with plastic coated rigid ferrous metal conduit.
- C. Specific Purpose Outlet Boxes: Use to mount equipment when available and suitable for job conditions. Unless otherwise specified, use threaded type boxes with finish as specified for exposed conduit system, steel (painted) for surface metal raceway system and galvanized steel for recessed installations.

#### **SECTION 26 0553**

### IDENTIFICATION FOR ELECTRICAL SYSTEMS

#### PART 1 GENERAL

### 1.1 SECTION INCLUDES

- A. Electrical identification requirements.
- B. Identification nameplates and labels.
- C. Wire and cable markers.
- D. Voltage markers.
- E. Underground warning tape.
- F. Warning signs and labels.

#### 1.2 REFERENCE STANDARDS

A. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

#### 1.3 SUBMITTALS

A. Product Data: Provide manufacturer's standard catalog pages and data sheets for each product.

# 1.4 QUALITY ASSURANCE

A. Conform to requirements of NFPA 70.

### 1.5 FIELD CONDITIONS

A. Do not install adhesive products when ambient temperature is lower than recommended by manufacturer.

#### **PART 2 PRODUCTS**

# 2.1 IDENTIFICATION REQUIREMENTS

- A. Existing Work: Unless specifically excluded, identify existing elements to remain that are not already identified in accordance with specified requirements.
- B. Identification for Equipment:
  - 1. Use identification nameplate to identify each piece of electrical distribution and control equipment and associated sections, compartments, and components.
    - a. Panelboards:
      - 1) Identify ampere rating.
      - 2) Identify voltage and phase.
      - 3) Use typewritten circuit directory to identify load(s) served for panelboards with a door. Identify spares and spaces using pencil.
      - 4) For power panelboards without a door, use identification nameplate to identify load(s) served for each branch device. Do not identify spares and spaces.
    - b. Electricity Meters:
      - 1) Identify load(s) metered.

# 2. Service Equipment:

- a. Use identification nameplate to identify each service disconnecting means.
- b. Use identification nameplate at each piece of service equipment to identify the available fault current and the date calculations were performed.

#### C. Identification for Conductors and Cables:

- 1. Color Coding for Power Conductors 600 V and Less: Comply with Section 26 0519.
- 2. Use identification label to identify color code for ungrounded power conductors inside door or enclosure at each piece of feeder or branch-circuit distribution equipment.

#### 2.2 IDENTIFICATION NAMEPLATES AND LABELS

#### A. Identification Nameplates:

- 1. Materials:
  - a. Indoor Clean, Dry Locations: Use plastic nameplates.
  - b. Outdoor Locations: Use plastic, stainless steel, or aluminum nameplates suitable for exterior use
- 2. Plastic Nameplates: Two-layer or three-layer laminated acrylic or electrically non-conductive phenolic with beveled edges; minimum thickness of 1/16 inch; engraved text.
- 3. Stainless Steel Nameplates: Minimum thickness of 1/32 inch; engraved or laser-etched text.
- 4. Aluminum Nameplates: Anodized; minimum thickness of 1/32 inch; engraved or laser-etched text.
- 5. Mounting Holes for Mechanical Fasteners: Two, centered on sides for sizes up to 1 inch high; Four, located at corners for larger sizes.

### B. Identification Labels:

- 1. Materials: Use self-adhesive laminated plastic labels; UV, chemical, water, heat, and abrasion resistant.
- 2. Text: Use factory pre-printed or machine-printed text. Do not use handwritten text unless otherwise indicated.
- C. Nameplates: Engraved three-layer laminated plastic, black letters on white background.

#### D. Locations:

- 1. Each electrical distribution and control equipment enclosure.
- 2. Load Centers located within apartments shall not require nameplates on the exterior of the enclosure.

#### E. Letter Size:

- 1. Use 1/8 inch letters for identifying individual equipment and loads.
- 2. Use 1/4 inch letters for identifying grouped equipment and loads.
- F. Labels: Embossed adhesive tape, with 3/16 inch white letters on black background. Use only for identification of individual wall switches and receptacles, control device stations.
- G. Provide each panelboard with type written directory indicating room, equipment and/or function served by each circuit breaker.

#### 2.3 WIRE AND CABLE MARKERS

A. Markers for Conductors and Cables: Use wrap-around self-adhesive vinyl cloth, wrap-around self-adhesive vinyl self-laminating, heat-shrink sleeve, plastic sleeve, plastic clip-on, or vinyl split sleeve type markers suitable for the conductor or cable to be identified.

- B. Markers for Conductor and Cable Bundles: Use plastic marker tags secured by nylon cable ties.
- C. Legend: Power source and circuit number or other designation indicated.
- D. Text: Use factory pre-printed or machine-printed text, all capitalized unless otherwise indicated.
- E. Minimum Text Height: 1/8 inch.
- F. Color: Black text on white background unless otherwise indicated.
- G. Description: Cloth or tape type wire markers.
- H. Locations: Each conductor at pull boxes, outlet boxes, and junction boxes each load connection.

#### 2.4 VOLTAGE MARKERS

- A. Markers for Conduits: Use factory pre-printed self-adhesive vinyl, self-adhesive vinyl cloth, or vinyl snap-around type markers.
- B. Markers for Boxes and Equipment Enclosures: Use factory pre-printed self-adhesive vinyl or self-adhesive vinyl cloth type markers.
- C. Color: Black text on orange background unless otherwise indicated.

#### 2.5 UNDERGROUND WARNING TAPE

- A. Materials: Use foil-backed detectable type polyethylene tape suitable for direct burial, unless otherwise indicated.
- B. Foil-backed Detectable Type Tape: 3 inches wide, with minimum thickness of 5 mil, unless otherwise required for proper detection.
- C. Legend: Type of service, continuously repeated over full length of tape.

#### 2.6 WARNING SIGNS AND LABELS

- A. Comply with ANSI Z535.2 or ANSI Z535.4 as applicable.
- B. Warning Labels:
  - 1. Materials: Use factory pre-printed or machine-printed self-adhesive polyester or self-adhesive vinyl labels; UV, chemical, water, heat, and abrasion resistant; produced using materials recognized to UL 969.
  - 2. Machine-Printed Labels: Use thermal transfer process printing machines and accessories recommended by label manufacturer.
  - 3. Minimum Size: 2 by 4 inches unless otherwise indicated.
- C. Description: 4 inch wide plastic tape, detectable type colored red with suitable warning legend describing buried electrical lines.

#### **PART 3 EXECUTION**

#### 3.1 PREPARATION

A. Clean surfaces to receive adhesive products according to manufacturer's instructions.

B. Degrease and clean surfaces to receive nameplates and labels.

### 3.2 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install identification products to be plainly visible for examination, adjustment, servicing, and maintenance. Unless otherwise indicated, locate products as follows:
  - 1. Surface-Mounted Equipment: Enclosure front.
  - 2. Flush-Mounted Equipment: Inside of equipment door.
  - 3. Branch Devices: Adjacent to device.
  - 4. Interior Components: Legible from the point of access.
  - 5. Conductors and Cables: Legible from the point of access.
- C. Install identification products centered, level, and parallel with lines of item being identified.
- D. Secure nameplates to exterior surfaces of enclosures using stainless steel screws and to interior surfaces using self-adhesive backing or epoxy cement.
- E. Install self-adhesive labels and markers to achieve maximum adhesion, with no bubbles or wrinkles and edges properly sealed.
- F. Install underground warning tape above buried lines with one tape per trench at 3 inches below finished grade.
- G. Mark all handwritten text, where permitted, to be neat and legible.

#### **SECTION 260925**

#### OCCUPANCY SENSORS FOR LIGHTING CONTROL

### PART 1 GENERAL

#### 1.01 SUBMITTALS

- A. Product Data: Catalog sheets, specifications and installation instructions.
  - 1. Include data for each sensor which:
    - a. Indicates where sensor is proposed to be installed.
    - b. Proves that the sensor is suitable for the proposed application.

#### PART 2 PRODUCTS

#### 2.01 ULTRASONIC WALL SWITCH

A. Type UWS: Wall switch type ultrasonic occupancy sensor system with built-in override control (off-auto-on); Light-O-Matic's 01-122/01-133/01-134.

### 2.02 ULTRASONIC CEILING MOUNTED SENSOR SYSTEM

- A. Type UCM: Ceiling mounted ultrasonic occupancy sensor system. Furnish the Company's system which accommodates the square footage coverage and wattage requirement for each area (and type of lighting) controlled, utilizing switching modules and accessories which suits the electrical system parameters; Light-O-Matic's 01-072/01-083, Tork's M750P, UEC's UMD-700/UMD-1100, or Watt Watcher's W series:
  - 1. Switching Module Enclosures:: Code gage, painted steel, screw cover boxes as manufactured by Gray Metal Products Inc., Hoffman Engineering Co., Keystone Columbia Inc., or Queen Products Co. Inc.:
    - a. Recessed, semi-recessed, or surface mounted as indicated on the drawings.
    - b. Height, width, and depth as required to accommodate wiring, switching modules, and terminal blocks.
    - c. For wiring connections equip enclosures with barrier type double screw terminals rated 600V, meeting UL 94 requirements for materials classed 94V-O.
    - d. Use identification strips, tags, or labels to identify each conductor within enclosure.
    - e. Indicate purpose of enclosure. Provide engraved phenolic or aluminum nameplate or front of enclosure stating SWITCHING MODULES in 1/4 inch high lettering.
  - 2. On-Off-Auto Switches: Maintained contact, single pole, double throw, center off:
    - a. 15 amp: Bryant Electric Co.'s 4822, Eagle Electric Mfg. Co. Inc.'s 1205B, Hubbell Inc.'s 1381, Leviton Mfg. Co. Inc.'s 1281, or Pass & Seymour Inc.'s 1221.
    - b. 20 Amp: Bryant Electric Co.'s 4922, Eagle Electric Mfg. Co. Inc.'s 2225B, General Electric Co.'s GE5957-1, Hubbell Inc.'s

1385, Leviton Mfg. Co. Inc.'s 1285, or Pass & Seymour Inc.'s 1225.

### PART 3 EXECUTION

# 3.01 INSTALLATION

- A. Install the Work of this Section in accordance with manufacturer's printed instructions unless otherwise indicated.
- B. Adjust sensitivity so that controlled area is lighted when area is occupied.
- C. Adjust time delay so that controlled area remains lighted for 5 minutes after occupant leaves area.
- D. For sensors that are equipped with light level sensors, adjust light level setting so that lights are off when there is sufficient natural light.

#### **SECTION 262416**

#### **PANELBOARDS**

#### PART 1 GENERAL

#### 1.01 REFERENCES

A. The latest edition of: NEMA PB-1, UL-50, UL-67, ANSI C37.81.

# 1.02 SUBMITTALS

- A. Submittal Packages: Submit the shop drawings, product data, and the quality control submittals specified below at the same time as a package.
- B. Shop Drawings; include the following for each panelboard:
  - 1. Cabinet and gutter size.
  - 2. Voltage and current rating.
  - 3. Panelboard short circuit rating: Fully rated equipment is required.
  - 4. Circuit breaker enumeration (frame, ATE, poles, I.C.).
    - Indicate circuit breakers are suitable for the panelboards' fully rated equipment rating. Series rated combinations will not be considered.
  - 5. Cable terminal sizes
  - 6. Locks.
  - 7. Accessories.

### C. Product Data:

- 1. Catalog sheets, specifications and installation instructions.
- 2. Bill of materials.
- D. Quality Control Submittals:
  - 1. List of Completed Installations: If brand names other than those specified are proposed for use, furnish the name, address, and telephone number of at least 5 comparable installations that can prove the proposed products have operated satisfactorily for one year.
  - 2. Company Field Advisor Data: Include:
    - a. Name, business address and telephone number of Company Field Advisor secured for the required services.
    - b. Certified statement from the Company listing the qualifications of the Company Field Advisor.
    - c. Services and each product for which authorization is given by the Company listed specifically for this project.
- E. Contract Closeout Submittals:
  - 1. System acceptance test report.
  - 2. Certificate: Affidavit, signed by the Company Field Advisor and notarized, certifying that the system meets the contract requirements and is

operating properly.

3. Operation and Maintenance Data: Deliver 2 copies, covering the installed products, to the Director's Representative.

#### PART 2 PRODUCTS

#### 2.01 PANELBOARDS

- A. The listing of specific manufacturers does not imply acceptance of their products that do not meet the specified ratings, features and functions. Manufacturers listed are not relieved from meeting these specifications in their entirety.
- B. As produced by Cutler-Hammer/Eaton Corp. with LT Trim (Eaton EZ Trim shall not be considered), General Electric Co., Siemens or Square D Co., having:
  - 1. Flush or surface type cabinets as indicated on the drawings.
  - 2. Increased gutter space for gutter taps, sub-feed wiring, through-feed wiring, oversize lugs.
  - 3. Door and one piece trim. Door fastened to trim with butt or piano hinges. Trim fastened to cabinet with devices having provision for trim adjustment.
  - 4. Solid copper bus bars. Ampere rating of bus bars not less than frame size of main circuit breaker.
  - 5. Ratings as indicated on the drawings.
  - 6. Full capacity copper neutral bus where neutrals are required..
  - 7. Copper equipment grounding bus.
  - 8. Sections designated "space" or "provision for future breaker" equipped to accept future circuit breakers.
  - 9. Lock on devices for exit light, fire alarm, stair well circuits.
  - 10. Directory
  - 11. Short circuit rating not less than indicated on panelboard schedule. Furnish fully rated equipment (the short circuit rating of the panelboard is equal to the lowest interrupting rating of any device installed in the panelboard).
  - 12. Thermal magnetic, molded case, bolt-on circuit breakers:
    - a. Mounting: Individually mounted main circuit breaker (when MCB is required), and group mounted branch/feeder circuit breakers to accommodate the circuit breaker style and panelboard construction.
    - b. Components: See panelboard schedule for specific components required for each circuit breaker. In addition to the specific components, equip each circuit breaker with additional components as required to achieve a coordinated selective scheme between the main circuit breaker and the branch/feeder circuit breakers.
    - c. Single pole 15 ATE and 20 ATE circuit breakers marked SWD where used as switches.
    - d. Single pole and two pole 15, 20, and 30 ATE circuit breakers rated for high intensity discharge lighting loads when applicable.

#### 2.02 NAMEPLATES

- A. General: Precision engrave letters and numbers with uniform margins, character size minimum 3/16 inch high.
  - 1. Phenolic: Two color laminated engravers stock, 1/16 inch minimum thickness, machine engraved to expose inner core color (white).
  - 2. Aluminum: Standard aluminum alloy plate stock, minimum .032 inches thick, engraved areas enamel filled or background enameled with natural aluminum engraved characters.
  - 3. Materials for Outdoor Applications: As recommended by nameplate manufacturer to suit environmental conditions.

#### PART 3 EXECUTION

#### 3.01 INSTALLATION

- A. Install panelboards in accordance with NEMA Publication No. PB1.1 "General Instructions for Proper Installation, Operation and Maintenance of Panelboards Rated 600 Volts or Less".
- B. Flush Cabinets: Set flush cabinets so that edges will be flush with the finished wall line. Where space will not permit flush type cabinets to be set entirely in the wall, set cabinet as nearly flush as possible, and cover the protruding sides with the trim extending over the exposed sides of the cabinet and back to the finished wall line.
- C. Directory: Indicate on typewritten directory the equipment controlled by each circuit breaker, and size of feeder servicing panelboard. For power panelboards also include ATE rating and feeder size for each breaker.
- D. Remove the neutral to ground main/system bonding jumper unless the panelboard is used for a service entrance or if the panel if fed by a separately derived system. Turn the bonding jumper over to the Director's Representative.

#### E. Identification:

- 1. Use nameplates, or stencil on front of each panelboard with white paint, "LP-1, PP-1, etc." in 1/2 inch lettering corresponding to panelboard designations on the drawings, and electrical parameters (phase, wire, voltage).
- 2. Install a nameplate on each panelboard that explains the means of identifying each ungrounded system conductor by phase and system. Examples of nameplate statements:
  - a. Identification of 120/240 Volt Circuit Conductors:
    - 2 wire circuit white\*, black.
    - 3 wire circuit white\*, black, red.
    - 4 wire circuit white\*, black, red, blue.

<sup>\*</sup>White is used only as neutral. Where neutral is not required, black, red,

or black, red, blue is used for phase to phase circuits.

- b. Identification of 277/480 Volt Circuit Conductors:
  - 2 wire circuit natural gray\*\*, brown.
  - 3 wire circuit natural gray\*\*, brown, yellow.
  - 4 wire circuit natural gray\*\*, brown, yellow, orange.

<sup>\*\*</sup>Natural gray is used only as neutral. Where neutral is not required, brown, yellow, or brown, yellow, orange is used for phase to phase circuits.

# WIRING DEVICES

# PART 1 GENERAL

### 1.01 SUBMITTALS

A. Product Data: Catalog sheets, specifications and installation instructions.

# PART 2 PRODUCTS

# 2.01 RECEPTACLES

- A. Specification Grade Receptacles:
  - 1. Single receptacle, NEMA 5-15R (15A, 125 V, 2P, 3W); Bryant's 5251, Crouse-Hinds/AH's 5251, Hubbell's 5251, Leviton's 5251, or Pass & Seymour's 5251.
  - 2. Duplex receptacle, NEMA 5-15R (15A, 125 V, 2P, 3W); Bryant's 5252/5242, Crouse-Hinds/AH's 5252/5242, Hubbell's 5252/5242, Leviton's 5252/5242, Pass & Seymour's 5252/5242.
  - 3. Single receptacle, NEMA 5-20R (20A, 125 V, 2P, 3W); Bryant's 5361/5351, Crouse-Hinds/AH's 5361/5351, Hubbell's 5361/5351, Leviton's 5361/5351, or Pass & Seymour's 5351.
  - 4. Duplex receptacle, NEMA 5-20R (20A, 125 V, 2P, 3W); Bryant's 5362, Crouse-Hinds/AH's 5352/5342, Hubbell's 5352, Leviton's 5352, or Pass & Seymour's 5352.

# 2.02 WALL PLATES

- A. Stainless Steel Wall Plates: Type 302 stainless steel with satin finish; Bryant's 93 Series, Crouse-Hinds/AH's 93 Series, Hubbell's 93 Series, Leviton's 910-40 Series, or Pass & Seymour's 93 Series.
- B. Covers for Threaded Type Boxes: Stamped sheet steel, gasketed device covers as produced by Crouse-Hinds Co., or OZ/Gedney Co.

# PART 3 EXECUTION

# 3.01 INSTALLATION

- A. Install wiring devices in outlet boxes.
- B. Receptacles:
  - 1. Install Specification Grade receptacles, NEMA 5-15R, 15A, 125 V, 2P, 3W, for duplex receptacles and single receptacles unless otherwise shown on the drawings or specified.
  - 2. Install receptacles with ground pole in the down position.
  - 3. Install Weather Resistant Ground Fault Interrupter Receptacles in wet and damp locations.

# C. Wall Plates:

1. Install wall plates on all wiring devices in dry locations, with finish to match hardware in each area.

# **SAFETY SWITCHES**

# PART 1 GENERAL

### 1.01 SUBMITTALS

A. Product Data: Catalog sheets, specifications and installation instructions.

# PART 2 PRODUCTS

# 2.01 SAFETY SWITCHES (SINGLE THROW)

- A. NEMA 1, 3R, 4 (Stainless Steel), 12: Eaton/ Cutler-Hammer Inc.'s Heavy Duty Series, General Electric Co.'s Heavy Duty Series, Siemens Inc,'s Heavy Duty Series, or Square D Co.'s Heavy Duty Series; having:
  - 1. Fuses, or unfused as indicated on drawings.
  - 2. Fused switches equipped with fuseholders to accept only the fuses specified in Section 262813 (UL Class RK-1, RK-5, L).
  - 3. NEMA 1 enclosure unless otherwise indicated on drawing.
  - 4. 240V rating for 120V, 208V, or 240V, circuits.
  - 5. 600V rating for 277V, or 480V circuits.
  - 6. Solid neutral bus when neutral conductor is included with circuit.
  - 7. Ground bus when equipment grounding conductor is included with circuit.
  - 8. Current rating and number of poles as indicated on drawings.

# 2.02 NAMEPLATES

- A. General: Precision engrave letters and numbers with uniform margins, character size minimum 3/16 inch high.
  - 1. Phenolic: Two color laminated engravers stock, 1/16 inch minimum thickness, machine engraved to expose inner core color (white).
  - 2. Aluminum: Standard aluminum alloy plate stock, minimum .032 inches thick, engraved areas enamel filled or background enameled with natural aluminum engraved characters.
  - 3. Materials for Outdoor Applications: As recommended by nameplate manufacturer to suit environmental conditions.

# PART 3 EXECUTION

# 3.01 INSTALLATION

- A. Install switches so that the maximum height above the floor to the center of the operating handle does not exceed 6'-6".
- B. Identify each safety switch, indicating purpose or load served:
  - 1. NEMA 1 Enclosures: Rivet or bolt nameplate to the cover.

- 2. NEMA 12 Enclosures: Rivet or bolt and gasket nameplate to the cover.
- 3. NEMA 3R, 4, 4X Enclosures: Attach nameplate to the cover using adhesive specifically designed for the purpose, or mount nameplate on wall or other conspicuous location adjacent to switch. Do not penetrate enclosure with fasteners.

# **FUSES**

# PART 1 GENERAL

# 1.01 SUBMITTALS

A. Product Data: Catalog sheets, specifications, and installation instructions.

# 1.02 MAINTENANCE

- A. Spare Parts:
  - 1. Six spare fuses of each size and category, including any accessories required for a complete installation.
  - 2. Special tools if required for installation or removal of fuses.

# PART 2 PRODUCTS

# 2.01 FUSE HOLDERS

A. Equipment provided shall be furnished with fuse holders to accommodate the fuses specified.

# 2.02 FUSES RATED 600V OR LESS

- A. Fuses for Safety Switches (Motor, Lighting and Heating Circuits) and Service Disconnects:
  - 1. Cartridge Type (600 Volts, 600 Amperes or Less): Dual element time-delay, UL Class RK-1, 200,000 amperes R.M.S. symmetrical interrupting capacity:
    - a. Mersen Inc.'s Type A6D-R.
    - b. Cooper Industries Inc.'s/Bussmann Div. Type LPS-RK-SPI.
    - c. Littlefuse Inc.'s Type LLSRK-ID.

# PART 3 EXECUTION

# 3.01 INSTALLATION

A. Install fuses in respective equipment.

# CIRCUIT BREAKERS FOR EXISTING PANELBOARDS

# PART 1 GENERAL

# 1.01 SUBMITTALS

A. Not required.

# PART 2 PRODUCTS

# 2.01 CIRCUIT BREAKERS

- A. Similar to existing circuit breakers.
- B. Compatible with existing panelboard.
- C. Number of poles and ampere trip rating as indicated on drawings.
- D. Complete with accessories required for installation.

# PART 3 EXECUTION

## 3.01 INSTALLATION

- A. Install new circuit breakers in existing panelboards where indicated.
- B. Add new circuits equally across phases to prevent overloading any phase in the panelboard. After new and existing circuits are energized, take current reading on panelboard feeder during a heavy usage time period. If phases are substantially unbalanced, rearrange both new and existing circuits in panelboard to equally distribute load between all phases, and provide new typewritten directory indicating equipment controlled by each circuit breaker.

# INTERIOR LIGHTING FIXTURES

# PART 1 GENERAL

# 1.01 SUMMARY

- A. Description of Work: Provide lighting fixtures and all accessories as indicated or required.
- B. Procure any or multiple light fixtures specified in drawings from NYS Preferred Source Contractors/Suppliers should any or all specified fixtures be available through such sources including:
  - 1. Department of Correctional Services Industries Program (CORCRAFT)
  - 2. Disabled Persons' organization such as Herkimer Industries.
  - 3. Veterans Workshop organizations operated by the US Department of Veterans Affairs.

### 1.02 LIGHTING FIXTURE TYPES

A. A lighting fixture type is indicated adjacent to each lighting fixture shown on the Drawings. (e.g., "L1," "L2," "H1," etc.). Where all the fixtures in a room or area are identical, the type may be indicated only once. Refer to the Lighting Fixture Schedule. Request fixture type for any lighting fixture without a type indicated.

### 1.03 SUBMITTALS

- A. Prove separate submittal packages per building for review.
- B. Driver manufacturer and model number or series to be indicated for each fixture type
- C. Submittal Package: Submit the product data items specified below at the same time as a package.
- D. Product Data:
  - 1. Catalog sheets, specifications, and installation instructions.
- E. Project Closeout Submittals:
  - 1. Operation and Maintenance Data: Deliver 2 copies, covering the installed products, to the Director's Representative. Include name, address and telephone number of the nearest fully equipped service organization.

# PART 2 PRODUCTS

### 2.01 LIGHTING FIXTURES - GENERAL

- A. Types: As described in the Lighting Fixture Schedule. Lighting fixture manufacturers' series or catalog numbers listed indicate "Basis of Design" as well as general quality, type, and style, but may not cover all required design features and details. Provide lighting fixtures having all features details and accessories as noted in the fixture descriptions and in this specification section.
- B. Design and Construction: Free of light leaks and so as to provide adequate ventilation for lamp(s) and ballast(s).
- C. Light Control: Reflectors, diffusers, lenses, louvers, baffles, etc., as indicated in the Lighting Fixture Schedule.
- D. Accessories: As indicated and as required.

# 2.02 LED FIXTURES

- A. General: LED fixtures are to meet requirements as set forth in the latest of the following standards:
  - 1. Reference Standards:
    - a. LM-79-08, IESNA Approved Method for the Electrical and Photometric Measurements of Solid-State lighting Products.
    - b. LM-80-08, IESNA Approved Method for Measuring Lumen Maintenance of LED Light Sources.
    - c. IES TM-21-01: Projecting Long Term Lumen Maintenance of LED Light Sources
    - d. UL 8750
    - e. ANSI: C78.377A, C82.77-2002
    - f. NEMA-SSL-1-2010, SSL-3-2010
    - g. Color Binning: LED's Shall utilize a maximum of three (2) MacAddam Ellipses
- B. Independent testing Data, LED fixtures photometrics shall be produced by an independent testing company. LED fixture photometrics produced by Photopia is not acceptable.

# 2.03 CEILING MOUNTED FIXTURES

A. Fixtures, in general, have been specified for the particular type of ceiling where they are being installed. However, the Contractor shall verify all ceiling construction types prior to ordering light fixtures, and order lighting fixtures accordingly. Verify the exact ceiling system construction types and provide lighting fixtures, fittings, hangers, clamps, brackets, yokes, plaster flanges and miscellaneous devices as required for a complete installation to suit the ceiling construction.

### 2.04 PENDANT MOUNTED FIXTURES

A. Provide all necessary hardware, single-piece stems and miscellaneous components for a complete installation. When necessary for sloped ceilings, provide swivel type pendant hangers. For continuous row installations provide alignment hardware which spans adjacent fixtures.

Specifications

# 2.05 CHAIN SUSPENDED FIXTURES

A. Install outlet box directly above fixture. Provide three conductor type SJO cord with NEMA L5-15 (120 volt) or NEMA L7-15 (277 volt) connecting plug and receptacle for each fixture.

# 2.06 DAMP AND WET LOCATION FIXTURES

A. UL Damp (or Wet) label, with corrosion resistant, weatherproof enamel or epoxy finish, and stainless steel or anodized aluminum fasteners.

# PART 3 EXECUTION

## 3.01 GENERAL

A. Install lighting fixtures as described in the Lighting Fixture Schedule, complete with lamps and ballasts. Install all necessary accessory fittings, hangers, clamps, brackets, yokes, plaster flanges, outlet boxes, and miscellaneous devices required for a complete installation as recommended by the manufacturer.

# 3.02 FIXTURE MOUNTING AND SUPPORT

- A. General: Securely support and/or suspend all lighting fixtures as indicated in specification section 260529 as well as the following: from structural members or the building. Lay-in, flanged, and recessed downlight fixtures may be supported by the framing members of the suspended ceiling system, where secured per NEC 410-16c. Secure troffers to ceiling tees at least twice along each long side of troffer.
- B. Mounting Heights: Suspend pendant mounted lighting fixtures at heights indicated, measured from finished floor to bottom of fixture enclosure or reflector unless noted otherwise. Install wall mounted fixtures at heights indicated measured from finished floor to center of fixture outlet box unless noted otherwise.
- C. Recessed Lighting Fixtures: Provide flexible connections to all recessed lighting fixtures as required by the code and in accordance with approved wiring methods.

### 3.03 DRIVERS

A. Make all field connections necessary for factory-installed Drivers and install all special drivers as recommended by the manufacturer.

# 3.04 FINAL ACCEPTANCE

A. Coordinate with settings with Owner's representative and make all aiming adjustments for applicable fixtures.

# 3.05 OPERATION

A. Verify all fixtures are operational per specifications and manufacturers recommendations.

# **EMERGENCY LIGHTING - UNIT EQUIPMENT**

# PART 1 GENERAL

### 1.01 SUBMITTAL

- A. Submittal Package: Submit the product data items specified below at the same time as a package.
- B. Product Data:
  - 1. Catalog sheets, specifications and installation instructions.
  - 2. Battery warranty.
  - 3. Name, address and telephone number of nearest fully equipped service organization.
- C. Project Closeout Submittals:
  - 1. Operation and Maintenance Data: Deliver 2 copies, covering the installed products, to the Director's Representative. Include name, address and telephone number of the nearest fully equipped service organization.

# 1.02 QUALITY ASSURANCE

- A. List of Completed Installations: If brand names other than those specified are proposed for use, furnish the name, address, and telephone number of at least 5 comparable installations which can prove the proposed products have operated satisfactorily for 3 years.
- B. Service Availability: A fully equipped service organization shall be available to service the completed Work.

# PART 2 PRODUCTS

# 2.01 EMERGENCY LIGHTING UNITS

- A. As specified on Lighting Fixture Schedule or equal, with:
  - 1. Maintenance free battery; Batteries shall be of suitable rating and capacity to supply and maintain at not less than 87-1/2 percent of the nominal battery voltage for the total lamp load associated with the unit for a period of at least 1-1/2 hours.
  - 2. Low battery voltage cut-off (not less than 80 percent of nominal battery voltage).
  - 3. Integral LED lighting heads.
  - 4. Input circuit suitable for operation on 120-volt, 60 Hz circuit.
  - 5. Special finish to match room decor. Finish shall be white.

# PART 3 EXECUTION

### 3.01 INSTALLATION

- A. Install the Work of this Section in accordance with the manufacturer's printed instructions.
- B. Insert a copy of the battery warranty in each unit and mark on batteries the date placed in service.

# **EXIT LIGHT FIXTURES**

# PART 1 GENERAL

# 1.01 SUBMITTALS

- A. Product Data: Catalog sheets, specifications, and installation instructions.
- B. Samples: One of each product if different from Company or catalog number specified.

# 1.02 QUALITY ASSURANCE

A. List of Installations: If brand names other than those specified are proposed for use, furnish the name, address, and telephone number of at least 5 comparable installations which can prove the proposed products have operated satisfactorily for one year.

# 1.03 MAINTENANCE

A. Special Tools: Furnish 2 tools to remove and install fasteners on fixtures equipped with vandal resistant fasteners.

# PART 2 PRODUCTS

# 2.01 EXIT LIGHT FIXTURES

- A. As specified on Lighting Fixture Schedule, or equal having:
  - 1. White finish.
  - 2. Directional arrows where indicated on drawings.
  - 3. Red letters.
  - 4. Battery.
  - 5. See drawings for desired mounting.

# PART 3 EXECUTION

# 3.01 INSTALLATION

A. Install the Work of this Section in accordance with the manufacturer's printed instructions.

# **EXTERIOR LIGHTING**

# PART 1 GENERAL

# 1.01 SECTION INCLUDES

- A. Exterior luminaires.
- B. Ballasts.
- C. Lamps.

# 1.02 REFERENCE STANDARDS

- A. IES LM-79 Approved Method: Electrical and Photometric Measurements of Solid-State Lighting Products; 2008.
- B. IES LM-80 Approved Method: Measuring Luminous Flux and Color Maintenance of LED Packages, Arrays, and Modules; 2015, with Errata (2017).
- C. NECA 1 Standard for Good Workmanship in Electrical Construction; 2015.
- D. NECA/IESNA 501 Standard for Installing Exterior Lighting Systems; 2006.
- E. NFPA 70 National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- F. UL 1598 Luminaires; Current Edition, Including All Revisions.
- G. UL 8750 Light Emitting Diode (LED) Equipment for Use in Lighting Products; Current Edition, Including All Revisions.

# 1.03 SUBMITTALS

- A. Shop Drawings:
  - 1. Indicate dimensions and components for each luminaire that is not a standard product of the manufacturer.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets including detailed information on luminaire construction, dimensions, ratings, finishes, mounting requirements, listings, service conditions, photometric performance, weight, effective projected area (EPA), and installed accessories; include model number nomenclature clearly marked with all proposed features.
  - 1. LED Luminaires:
    - a. Include estimated useful life, calculated based on IES LM-80 test data.

# 1.04 QUALITY ASSURANCE

A. Comply with requirements of NFPA 70.

### PART 2 PRODUCTS

# 2.01 LUMINAIRE TYPES

A. Furnish products as indicated in luminaire schedule included on the drawings.

# 2.02 LUMINAIRES

- A. Provide products that comply with requirements of NFPA 70.
- B. Provide products that are listed and labeled as complying with UL 1598, where applicable.
- C. Provide products listed, classified, and labeled as suitable for the purpose intended.
- D. Unless otherwise indicated, provide complete luminaires including lamp(s) and all sockets, ballasts, reflectors, lenses, housings and other components required to position, energize and protect the lamp and distribute the light.
- E. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, hardware, poles, foundations, supports, trims, accessories, etc. as necessary for a complete operating system.
- F. Provide products suitable to withstand normal handling, installation, and service without any damage, distortion, corrosion, fading, discoloring, etc.
- G. Provide luminaires listed and labeled as suitable for wet locations unless otherwise indicated.

### H. LED Luminaires:

- 1. Components: UL 8750 recognized or listed as applicable.
- 2. Tested in accordance with IES LM-79 and IES LM-80.
- 3. LED Estimated Useful Life: Minimum of 50,000 hours at 70 percent lumen maintenance, calculated based on IES LM-80 test data.

# 2.03 BALLASTS AND DRIVERS

- A. Ballasts/Drivers General Requirements:
  - 1. Provide ballasts containing no polychlorinated biphenyls (PCBs).
  - 2. Minimum Efficiency/Efficacy: Provide ballasts complying with all current applicable federal and state ballast efficiency/efficacy standards.

### **2.04 LAMPS**

- A. Lamps General Requirements:
  - 1. Unless explicitly excluded, provide new, compatible, operable lamps in each luminaire.
  - 2. Verify compatibility of specified lamps with luminaires to be installed. Where lamps are not specified, provide lamps per luminaire manufacturer's recommendations.
  - 3. Minimum Efficiency: Provide lamps complying with all current applicable federal and state lamp efficiency standards.

4. Color Temperature Consistency: Unless otherwise indicated, for each type of lamp furnish products which are consistent in perceived color temperature. Replace lamps that are determined by the Architect to be inconsistent in perceived color temperature.

# PART 3 EXECUTION

# 3.01 INSTALLATION

- A. Coordinate locations of outlet boxes provided under Section 26 05 33.16 as required for installation of luminaires provided under this section.
- B. Install products in accordance with manufacturer's instructions.
- C. Install luminaires in accordance with NECA/IESNA 501.
- D. Provide required support and attachment in accordance with Section 26 05 29.
- E. Install luminaires plumb and square and aligned with building lines and with adjacent luminaires.
- F. Install accessories furnished with each luminaire.
- G. Bond products and metal accessories to branch circuit equipment grounding conductor.
- H. Install lamps in each luminaire.

# 3.02 FIELD QUALITY CONTROL

- A. Inspect each product for damage and defects.
- B. Operate each luminaire after installation and connection to verify proper operation.
- C. Correct wiring deficiencies and repair or replace damaged or defective products. Repair or replace excessively noisy ballasts as determined by Architect.

### SECTION 312000 - EARTH MOVING

# 1.1 SUMMARY

# A. Section Includes:

- 1. Excavating and filling for rough grading the Site.
- 2. Preparing subgrades for slabs-on-grade, walks, and pavements.
- 3. Excavating and backfilling for buildings and structures.
- 4. Drainage course for concrete slabs-on-grade.
- 5. Subbase course for concrete pavement.
- 6. Subbase course and base course for asphalt paving.
- 7. Subsurface drainage backfill for walls and trenches.

# B. Related Requirements:

1. Section 329200 "Turf and Grasses" for finish grading in turf and grass areas, including preparing and placing planting soil for turf areas.

# 1.2 DEFINITIONS

- A. Backfill: Soil material or controlled low-strength material used to fill an excavation.
  - 1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
  - 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Base Course: Aggregate layer placed between the subbase course and hot-mix asphalt paving.
- C. Bedding Course: Aggregate layer placed over the excavated subgrade in a trench before laying pipe.
- D. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.
- E. Drainage Course: Aggregate layer supporting the slab-on-grade that also minimizes upward capillary flow of pore water.
- F. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
  - 1. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Architect. Unauthorized excavation, as well as remedial work directed by Architect, will be without additional compensation.
- G. Fill: Soil materials used to raise existing grades.
- H. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other fabricated stationary features constructed above or below the ground surface.

- Subbase Course: Aggregate layer placed between the subgrade and base course for hot-mix asphalt pavement, or aggregate layer placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.
- Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill J. immediately below subbase, drainage fill, drainage course, or topsoil materials.
- K. Utilities: On-site underground pipes, conduits, ducts, and cables as well as underground services within buildings.

#### 1.3 **ACTION SUBMITTALS**

- Product Data: For each type of the following manufactured products required: A.
  - 1. Geotextiles.
  - 2. Controlled low-strength material, including design mixture.
  - 3. Geofoam.
  - 4. Warning tapes.
- B. Samples for Verification: For the following products, in sizes indicated below:
  - Geotextile: 12 by 12 inches (300 by 300 mm). 1.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified testing agency.
- В. Material Test Reports: For each on-site and borrow soil material proposed for fill and backfill as follows:
  - 1. Classification according to ASTM D2487.
  - 2. Laboratory compaction curve according to ASTM D698.
- C. Preexcavation Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by earth-moving operations. Submit before earth moving begins.

#### 1.5 **QUALITY ASSURANCE**

Geotechnical Testing Agency Qualifications: Qualified according to ASTM E329 and A. ASTM D3740 for testing indicated.

#### 1.6 FIELD CONDITIONS

A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earth-moving operations.

- 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
- 2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.
- B. Utility Locator Service: U-Dig New York for area where Project is located before beginning earth-moving operations.
- C. Do not commence earth-moving operations until temporary site fencing and erosion- and sedimentation-control measures specified are in place.

### PART 2 - PRODUCTS

# 2.1 SOIL MATERIALS

- A. Suitable Material (Fill and Backfill for Landscaped Areas): Material consisting of mineral soil (inorganic), blasted or broken rock and similar materials of natural or man-made origin, including mixtures thereof. Maximum particle size will not exceed 2/3 of the specified layer thickness prior to compaction. NOTE: Material containing cinders, industrial waste, sludge, building rubble, land fill, muck, and peat will be considered unsuitable for fill and backfill, except topsoil and organic silt may be used as suitable material in landscaped areas provided it is placed in the top layer of the subgrade surface.
- B. Structural Fill: Stockpiled, sound, durable, sand, gravel, stone, or blends of these materials, free from organic and other deleterious materials. Comply with the gradation and material requirements specified below:

Sieve		Danaant Dassins
Sieve Size	Size opening (mm)	Percent Passing
4 inch	101.6	100
1/4 inch	6.35	30-65
No. 200	0.075	0-10

C. Subbase Course Type 2: Stockpiled, crushed ledge rock or approved blast furnace slag. Comply with the gradation and material requirements specified below:

Sieve		Donoont Dossins
Sieve Size	Size opening (mm)	Percent Passing
2 inch	76.0	00
1/4 inch	6.35	25-6
No. 40	0.425	5-40
No. 200	0.075	0-10

1. Magnesium Sulfate Soundness Test: 20 percent maximum loss by weight after four test cycles.

- 2. Plasticity Index: The plasticity index of the material passing the No. 40 mesh sieve will not exceed 5.0.
- 3. Elongated Particles: Not more than 30 percent, by weight, of the particles retained on a 1/2 inch sieve will consist of flat or elongated particles. A flat or elongated particle is defined as one which has its greatest dimension more than three times its least dimension.
- D. No. 2 Coarse Aggregate: Crushed Stone that complies with material requirements of DOT Article 703-02 and meets the following gradation. Stone to be washed stone where called for on contract drawings.

Sieve		D 4 D
Sieve Size	Size opening (mm)	Percent Passing
1-1/2 inch	38.1	100
1 inch	25.4	90-100
1/2 inch	12.7	0-15

- E. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D2940/D2940M; with at least 90 percent passing a 1-1/2-inch (37.5-mm) sieve and not more than 12 percent passing a No. 200 (0.075-mm) sieve.
- F. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D2940/D2940M; except with 100 percent passing a 1-inch (25-mm) sieve and not more than 8 percent passing a No. 200 (0.075-mm) sieve.

## G. GEOTEXTILES

Filter Fabric (GeoTextile):

- 1. Drainage and Erosion Control: Mirafi 140N, Propex Geotex 401, Thrace-Linq 140EX or equivalent.
- 2. Separation Fabric (Non-Woven): Mirafi 160N, Thrace-Linq 150EX, Propex Geotext 601 or equivalent
- 3. Separation/Stabilization beneath pavements (Woven geotextile fabric): US Fabrics US 200, ThraceLing GTF200, Mirafi 500X or equivalent

# **PART 3 - EXECUTION**

# 3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth-moving operations.
- B. Protect and maintain erosion and sedimentation controls during earth-moving operations.
- C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be

authorized for rock excavation or removal of obstructions.

- 1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.
- 2. Remove rock to lines and grades indicated to permit installation of permanent construction without exceeding the following dimensions:
- B. Classified Excavation: Excavate to subgrade elevations. Material to be excavated will be classified as earth and rock. Do not excavate rock until it has been classified and cross sectioned by Architect. The Contract Sum will be adjusted for rock excavation according to unit prices included in the Contract Documents. Changes in the Contract Time may be authorized for rock excavation.
  - 1. Earth excavation includes excavating pavements and obstructions visible on surface; underground structures, utilities, and other items indicated to be removed; and soil, boulders, and other materials not classified as rock or unauthorized excavation.
    - a. Intermittent drilling; blasting, if permitted; ram hammering; or ripping of material not classified as rock excavation is earth excavation.

# 3.3 EXCAVATION FOR STRUCTURES

- A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch (25 mm). If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.
  - 1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.

# 3.4 EXCAVATION FOR WALKS AND PAVEMENTS

A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

# 3.5 EXCAVATION FOR UTILITY TRENCHES

- A. Excavate trenches to indicated gradients, lines, depths, and elevations.
  - 1. Beyond building perimeter, excavate trenches to allow installation of top of pipe below frost line.

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Excavate trenches to uniform widths to provide the following clearance on each side of pipe. Excavate trench walls vertically from trench bottom to 12 inches (300 mm) higher than top of pipe or conduit unless otherwise indicated.

#### C. Trench Bottoms:

Excavate trenches 4 inches (100 mm) deeper than bottom of pipe elevations to allow for 1. bedding course. Hand-excavate deeper for bells of pipe.

#### 3.6 STORAGE OF SOIL MATERIALS

- Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. A. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
  - Stockpile soil materials away from edge of excavations. Do not store within drip line of 1. remaining trees.

#### 3.7 **BACKFILL**

- Place and compact backfill in excavations promptly, but not before completing the following: A.
  - 1. Construction below finish grade including, where applicable, subdrainage, dampproofing, waterproofing, and perimeter insulation.
  - 2. Surveying locations of underground utilities for Record Documents.
  - Testing and inspecting underground utilities. 3.
  - Removing concrete formwork. 4.
  - 5. Removing trash and debris.
  - Removing temporary shoring, bracing, and sheeting. 6.
  - Installing permanent or temporary horizontal bracing on horizontally supported walls. 7.
- В. Place backfill on subgrades free of mud, frost, snow, or ice.

#### 3.8 UTILITY TRENCH BACKFILL

- Place backfill on subgrades free of mud, frost, snow, or ice. A.
- Place and compact bedding course on trench bottoms and where indicated. Shape bedding В. course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
- C. Backfill voids with satisfactory soil while removing shoring and bracing.
- Initial Backfill: D.
  - 1. Soil Backfill: Place and compact initial backfill of subbase material in any dimension, to a height of 12 inches (300 mm) over the pipe.

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a. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.

### E. Final Backfill:

1. Soil Backfill: Place and compact final backfill of satisfactory soil to final subgrade elevation.

# 3.9 SOIL FILL

- A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- B. Place and compact fill material in layers to required elevations as follows:
  - 1. Under grass and planted areas, use satisfactory soil material.
  - 2. Under walks and pavements, use satisfactory soil material.
  - 3. Under building slabs, use engineered fill.
  - 4. Under footings and foundations, use engineered fill.
- C. Place soil fill on subgrades free of mud, frost, snow, or ice.

# 3.10 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment and not more than 4 inches (100 mm) in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill soil materials evenly on all sides of structures to required elevations and uniformly along the full length of each structure.
- C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D1557.
  - 1. Under structures, building slabs, steps, and pavements, scarify and recompact top 12 inches (300 mm) of existing subgrade and each layer of backfill or fill soil material at 95 percent.
  - 2. Under walkways, scarify and recompact top 6 inches (150 mm) below subgrade and compact each layer of backfill or fill soil material at 90 percent.
  - 3. Under turf or unpaved areas, scarify and recompact top 6 inches (150 mm) below subgrade and compact each layer of backfill or fill soil material at 80 percent.

# 3.11 GRADING

A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.

- - Provide a smooth transition between adjacent existing grades and new grades. 1.
  - 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
- B. Site Rough Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to elevations required to achieve indicated finish elevations, within the following subgrade tolerances:
  - 1. Turf or Unpaved Areas: Plus or minus 1 inch.
  - Walks: Plus or minus 1 inch. 2.
  - Payements: Plus or minus 1 inch. 3.
- C. Grading inside Building Lines: Finish subgrade to a tolerance of 1/2 inch when tested with a 10-foot (3-m) straightedge.

#### 3.12 SUBBASE AND BASE COURSES UNDER PAVEMENTS AND WALKS

- Place subbase course on subgrades free of mud, frost, snow, or ice. A.
- В. On prepared subgrade, place subbase course under pavements and walks as follows:
  - Install separation geotextile on prepared subgrade according to manufacturer's written 1. instructions, overlapping sides and ends.
  - 2. Place base course material over subbase course under asphalt pavement.
  - Shape subbase course to required elevations and cross-slope grades. 3.
  - Compact subbase course at optimum moisture content to required grades, lines, cross 4. sections, and thickness.

#### 3.13 DRAINAGE COURSE UNDER CONCRETE SLABS-ON-GRADE

- Place drainage course on subgrades free of mud, frost, snow, or ice. A.
- B. On prepared subgrade, place and compact drainage course under cast-in-place concrete slabson-grade as follows:
  - 1. Install subdrainage geotextile on prepared subgrade according to manufacturer's written instructions, overlapping sides and ends.
  - 2. Compact each layer of drainage course to required cross sections and thicknesses.

#### 3.14 FIELD QUALITY CONTROL

- A. Special Inspections: Owner will engage a qualified special inspector to perform the following special inspections:
  - Determine that fill material classification and maximum lift thickness comply with 1. requirements.
  - 2. Determine, during placement and compaction, that in-place density of compacted fill complies with requirements.

- B. Testing Agency: Owner will engage a qualified geotechnical engineering testing agency to perform tests and inspections.
- C. Footing Subgrade: At footing subgrades, at least one test of each soil stratum will be performed to verify design bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by Architect.
- D. Testing agency will test compaction of soils in place according to ASTM D1556, ASTM D2167, ASTM D2937, and ASTM D6938, as applicable.
- E. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil materials to depth required; recompact and retest until specified compaction is obtained.

# 3.15 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
  - 1. Scarify or remove and replace soil material to depth as directed by Architect; reshape and recompact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
  - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

# 3.16 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

END OF SECTION 312000

# **SECTION 313716.13 - RUBBLE-STONE RIPRAP**

# **PART 1 - GENERAL**

# 1.1 SUMMARY

- A. Section Includes: Riprap placed loose.
- B. Related Requirements:
  - 1. Section 31200 Earth Moving.

# 1.2 SUBMITTALS

- A. Section 013300 Submittal Procedures: Requirements for submittals.
- B. Product Data: Submit manufacturer information regarding size distribution and types for rock for riprap.

# 1.3 QUALITY ASSURANCE

A. Furnish each aggregate material from single source throughout Work of this Section.

# **PART 2 - PRODUCTS**

# 2.1 MATERIALS

- A. Light Duty Riprap:
  - 1. Description:
    - a. Broken stone.
    - b. Solid and nonfriable.
  - 2. Type: Granite or Limestone.
  - 3. Size:
    - a. Minimum: 4 inch (150 mm), 50–75%.
    - b. Maximum: 6 inch (1800 mm), 25–50%.

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# **PART 3 - EXECUTION**

# 3.1 APPLICATION

- A. Place riprap where indicated on Drawings.
- B. Place riprap into position and remove foreign material from surfaces.
- C. Do not place riprap over frozen or spongy subgrade surfaces.
- D. Average Installed Thickness: As indicated on Drawings.

**END OF SECTION 313716.13** 

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### SECTION 321216 - ASPHALT PAVING

# PART 1 - GENERAL

# 1.1 RELATED DOCUMENTS

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

# 1.2 SUMMARY

- A. Section Includes:
  - 1. Hot-mix asphalt paving.
- B. Related Requirements:
  - 1. Section 312000 "Earth Moving" for subgrade preparation, fill material, separation geotextiles, unbound-aggregate subbase and base courses, and aggregate pavement shoulders.
  - 2. Section 321313 "Concrete Paving" for concrete pavement and for separate concrete curbs, gutters, and driveway aprons.
  - 3. Section 321373 "Concrete Paving Joint Sealants" for joint sealants and fillers at pavement terminations.

# 1.3 ACTION SUBMITTALS

- A. Product Data: Include technical data and tested physical and performance properties.
  - 1. Herbicide.
  - 2. Paving geotextile.
  - 3. Joint sealant.
- B. Hot-Mix Asphalt Designs:
  - 1. Certification, by authorities having jurisdiction, of approval of each hot-mix asphalt design proposed for the Work.

# 1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For paving-mix manufacturer.
- B. Material Certificates
  - 1. Aggregates.

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2.

3. Asphalt cement.

Asphalt binder.

- 4. Tack coat.
- C. Field quality-control reports.

# 1.5 QUALITY ASSURANCE

A. Manufacturer Qualifications: A paving-mix manufacturer registered with and approved by authorities having jurisdiction or the DOT of state in which Project is located.

# 1.6 FIELD CONDITIONS

- A. Environmental Limitations: Do not apply asphalt materials if subgrade is wet or excessively damp, if rain is imminent or expected before time required for adequate cure, or if the following conditions are not met:
  - 1. Prime Coat: Minimum surface temperature of 60 deg F (15.6 deg C).
  - 2. Tack Coat: Minimum surface temperature of 60 deg F (15.6 deg C).
  - 3. Asphalt Base Course and Binder Course: Minimum surface temperature of 40 deg F (4.4 deg C) and rising at time of placement.

# PART 2 - PRODUCTS

# 2.1 AGGREGATES

- A. General: Use materials and gradations that have performed satisfactorily in previous installations.
- B. Coarse Aggregate: ASTM D692/D692M, sound; angular crushed stone, crushed gravel, or cured.
- C. Fine Aggregate: ASTM D1073, sharp-edged natural sand or sand prepared from stone, gravel, cured blast-furnace slag, or combinations thereof.
  - 1. For hot-mix asphalt, limit natural sand to a maximum of 20 percent by weight of the total aggregate mass.

# 2.2 ASPHALT MATERIALS

- A. All aggregate used in design mixes shall be as specified in DOT Specification Section 401-2.02.
- B. Hot Mix Asphalt (HMA): Use aggregate and PG binder from suppliers listed in the NYS DOT's Approved List for Fine and Coarse Aggregates and Performance Graded (PG) Binders for Hot Mix Asphalt (HMA) Paving respectively. Use of mineral filler or any other materials for the production of HMA will be accepted in accordance with the State's written instructions.

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- C. Supply approved mixtures that meet the requirements of NYS DOT MM 5.16 Superpave Asphalt Mixture Design and Mixture Verification Procedures. Each mixture must be obtained from a single plant for the duration of the project. The following NYS DOT items only shall be utilized for this project:
  - 1. 1.5 Top Course HMA, F3.
  - 2. 25.0 Binder Course HMA, F9.
- D. Reclaimed Asphalt Pavement (RAP) shall meet the requirements of NYS DOT MM 5.16 Superpave Hot Mix Asphalt Mixture Design and Mixture Verification Procedures.
- E. Asphalt Cement Tack Coat.

### **PART 3 - EXECUTION**

#### 3.1 **EXAMINATION**

- Verify that subgrade is dry and in suitable condition to begin paving. A.
- B. Proceed with paving only after unsatisfactory conditions have been corrected.

#### 3.2 **PREPARATION**

- Protection: Provide protective materials, procedures, and worker training to prevent asphalt A. materials from spilling, coating, or building up on curbs, driveway aprons, manholes, and other surfaces adjacent to the Work.
- B. Proof-roll subgrade below pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.

#### 3.3 SURFACE PREPARATION

Ensure that prepared subgrade has been proof-rolled and is ready to receive paving. A. Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces.

#### 3.4 HOT-MIX ASPHALT PLACEMENT

- A. Machine place hot-mix asphalt on prepared surface, spread uniformly, and strike off. Place asphalt mix by hand in areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and thickness when compacted.
  - 1. Place hot-mix asphalt surface course in single lift.
  - Spread mix at a minimum temperature of 250 deg F (121 deg C). 2.

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- Begin applying mix along centerline of crown for crowned sections and on high side of 3. one-way slopes unless otherwise indicated.
- Regulate paver machine speed to obtain smooth, continuous surface free of pulls and 4. tears in asphalt-paving mat.
- 5. surface course.
- Promptly correct surface irregularities in paying course behind payer. Use suitable hand tools to B. remove excess material forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth surface.

#### 3.5 **COMPACTION**

- General: Begin compaction as soon as placed hot-mix paving will bear roller weight without A. excessive displacement. Compact hot-mix paving with hot hand tampers or with vibratory-plate compactors in areas inaccessible to rollers.
  - 1. Complete compaction before mix temperature cools to 185 deg F (85 deg C).
- Breakdown Rolling: Complete breakdown or initial rolling immediately after rolling joints and B. outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness. Correct laydown and rolling operations to comply with requirements.
- C. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to the following density:
  - Average Density, Marshall Test Method: 96 percent of reference laboratory density in 1. accordance with ASTM D6927, but not less than 94 percent or greater than 100 percent.
- Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still D. warm.
- E. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while asphalt is still hot; compact thoroughly.
- F. Repairs: Remove paved areas that are defective or contaminated with foreign materials and replace with fresh, hot-mix asphalt. Compact by rolling to specified density and surface smoothness.
- G. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
- H. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

#### 3.6 **INSTALLATION TOLERANCES**

A. Pavement Thickness: Compact each course to produce thickness indicated within the following tolerances:

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- DCPT Facility Renovations Phase II
  - Base Course and Binder Course Plus or minus 1/2 inch (13 mm). 1.
  - 2. Surface Course: Plus 1/4 inch (6 mm), no minus.
  - Pavement Surface Smoothness: Compact each course to produce surface smoothness within the B. following tolerances as determined by using a 10-foot (3-m) straightedge applied transversely or longitudinally to paved areas.

#### 3.7 FIELD QUALITY CONTROL

- Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections. A.
- Thickness: In-place compacted thickness of hot-mix asphalt courses will be determined in В. accordance with ASTM D3549/D3549M.
- C. Surface Smoothness: Finished surface of each hot-mix asphalt course will be tested for compliance with smoothness tolerances.
- D. Replace and compact hot-mix asphalt where core tests were taken.
- E. Remove and replace or install additional hot-mix asphalt where test results or measurements indicate that it does not comply with specified requirements.

#### 3.8 **WASTE HANDLING**

General: Handle asphalt-paving waste in accordance with approved waste management plan A. required in Section 017419 "Construction Waste Management and Disposal."

**END OF SECTION 321216** 

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### SECTION 321313 - CONCRETE PAVING

# PART 1 - GENERAL

# 1.1 SUMMARY

- A. Section includes concrete paving.
  - 1. Driveways.
  - 2. Parking lots.

# B. Related Requirements:

- 1. Section 033000 "Cast-in-Place Concrete" for general building applications of concrete.
- 2. Section 321373 "Concrete Paving Joint Sealants" for joint sealants in expansion and contraction joints within concrete paving and in joints between concrete paving and asphalt paving or adjacent construction.
- 3. Section 321723 "Pavement Markings."

# 1.2 DEFINITIONS

- A. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, fly ash, slag cement, and other pozzolans.
- B. W/C Ratio: The ratio by weight of water to cementitious materials.

# 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Design Mixtures: For each concrete paving mixture. Include alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

# 1.4 INFORMATIONAL SUBMITTALS.

- A. Material Certificates: For the following, from manufacturer:
  - 1. Cementitious materials.
  - 2. Steel reinforcement and reinforcement accessories.
  - 3. Fiber reinforcement.
  - 4. Admixtures.
  - 5. Curing compounds.
  - 6. Applied finish materials.
  - 7. Bonding agent or epoxy adhesive.
  - 8. Joint fillers.

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Material Test Reports: For each of the following:

1. Aggregates

В.

# 1.5 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Qualified according to ASTM C1077 and ASTM E329 for testing indicated.
  - 1. Personnel conducting field tests must be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-1 or an equivalent certification program.

# 1.6 PRECONSTRUCTION TESTING

A. Preconstruction Testing Service: Engage a qualified independent testing agency to perform preconstruction testing on concrete paving mixtures.

# 1.7 FIELD CONDITIONS

- A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities.
- B. Cold-Weather Concrete Placement: Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing, or low temperatures. Comply with ACI 306.1 and the following:
  - 1. When air temperature has fallen to or is expected to fall below 40 deg F (4.4 deg C), uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F (10 deg C) and not more than 80 deg F (27 deg C) at point of placement.
  - 2. Do not use frozen materials or materials containing ice or snow.
  - 3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in design mixtures.
- C. Hot-Weather Concrete Placement: Comply with ACI 301 (ACI 301M) and as follows when hot-weather conditions exist:
  - 1. Cool ingredients before mixing to maintain concrete temperature below 90 deg F (32 deg C) at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated in total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
  - 2. Cover steel reinforcement with water-soaked burlap, so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.

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### PART 2 - PRODUCTS

# 2.1 CONCRETE, GENERAL

A. ACI Publications: Comply with ACI 301 (ACI 301M) unless otherwise indicated.

# 2.2 FORMS

- A. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, and smooth exposed surfaces.
  - 1. Use flexible or uniformly curved forms for curves.
- B. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and that will not impair subsequent treatments of concrete surfaces.

# 2.3 STEEL REINFORCEMENT

- A. Epoxy-Coated Reinforcing Bars: ASTM A775/A775M or ASTM A934/A934M; with ASTM A615/A615M, Grade 60 (Grade 420) deformed bars.
- B. Tie Bars: ASTM A615/A615M, Grade 60 (Grade 420); deformed.
- C. Hook Bolts: ASTM A307, Grade A (ASTM F568M, Property Class 4.6), internally and externally threaded. Design hook-bolt joint assembly to hold coupling against paving form and in position during concreting operations, and to permit removal without damage to concrete or hook bolt.
- D. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars, welded-wire reinforcement, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete of greater compressive strength than concrete specified, and as follows:
  - 1. Equip wire bar supports with sand plates or horizontal runners where base material will not support chair legs.
  - 2. For epoxy-coated reinforcement, use epoxy-coated or other dielectric-polymer-coated wire bar supports.
- E. Epoxy Repair Coating: Liquid, two-part, epoxy repair coating, compatible with epoxy coating on reinforcement.

### 2.4 CONCRETE MATERIALS

- A. Cementitious Materials: Use the following cementitious materials, of same type, brand, and source throughout Project:
  - 1. Portland Cement: ASTM C150/C150M, gray portland cement Type III.

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- 2. Fly Ash: ASTM C618, Class C
- B. Normal-Weight Aggregates: ASTM C33/C33M, uniformly graded.
- **C**.. Air-Entraining Admixture: ASTM C260/C260M.
- D. Chemical Admixtures: Admixtures certified by manufacturer to be compatible with other admixtures and to contain not more than 0.1 percent water-soluble chloride ions by mass of cementitious material.
  - 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.
- Water: Potable and complying with ASTM C94/C94M. E.

#### 2.5 **CURING MATERIALS**

- Absorptive Cover: AASHTO M 182, Class 3, burlap cloth made from jute or kenaf, weighing A. approximately 9 oz./sq. yd. (305 g/sq. m) dry] [or] [cotton mats.
- B. Moisture-Retaining Cover: ASTM C171, polyethylene film or white burlap-polyethylene sheet.
- C. Water: Potable.

#### 2.6 **RELATED MATERIALS**

A. Joint Fillers: ASTM D8139, semirigid, closed-cell polypropylene foam in preformed strips.

#### 2.7 **CONCRETE MIXTURES**

- Prepare design mixtures, proportioned according to ACI 301 (ACI 301M), for each type and A. strength of normal-weight concrete, and as determined by either laboratory trial mixtures or field experience.
  - Use a qualified independent testing agency for preparing and reporting proposed concrete 1. design mixtures for the trial batch method.
- B. Add air-entraining admixture at manufacturer's prescribed rate to result in normal-weight concrete at point of placement having an air content as follows:
  - 1. Air content for concrete shall be 6 percent with an allowable tolerance of plus or minus 1.5 percent for total air content, except as otherwise specified. Use air-entraining admixture, not air-entrained cement.
- C. Limit water-soluble, chloride-ion content in hardened concrete to 0.15 percent by weight of cement.
- Concrete Mixtures: Normal-weight concrete. D.

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Compressive Strength (28 Days): 5000 psi (31 MPa)

## PART 3 - EXECUTION

1.

#### 3.1 **EXAMINATION**

Examine exposed subgrades and subbase surfaces for compliance with requirements for A. dimensional, grading, and elevation tolerances.

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- B. Proof-roll prepared subbase surface below concrete paying to identify soft pockets and areas of excess yielding.
  - 1. Completely proof-roll subbase in one direction and repeat in perpendicular direction.
  - 2. Correct subbase with soft spots and areas of pumping or rutting exceeding depth of 1/2 inch according to requirements in Section 312000 "Earth Moving."
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 **PREPARATION**

Remove loose material from compacted subbase surface immediately before placing concrete. A.

#### 3.3 EDGE FORMS AND SCREED CONSTRUCTION

- Set, brace, and secure edge forms, bulkheads, and intermediate screed guides to required lines, A. grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.
- B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

#### INSTALLATION OF STEEL REINFORCEMENT 3.4

- General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and A. supporting reinforcement.
- Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials. В.
- C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.
- D. Install welded-wire reinforcement in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.

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E. Epoxy-Coated Reinforcement: Use epoxy-coated steel wire ties to fasten epoxy-coated reinforcement. Repair cut and damaged epoxy coatings with epoxy repair coating according to ASTM D3963/D3963M.

### 3.5 JOINTS

- A. General: Form construction, isolation, and contraction joints and tool edges true to line, with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline unless otherwise indicated.
  - 1. When joining existing paving, place transverse joints to align with previously placed joints unless otherwise indicated.
- B. ACI 301, Section 5.3.2.6 Construction joints and other bonded joints:
  - 1. Delete the following subparagraphs:
  - a. Use an acceptable surface retarder in accordance with manufacturer's recommendations.
  - b. Roughen the surface in an acceptable manner that exposes the aggregate uniformly and does not leave laitance, loosened particles of aggregate, or damaged concrete at the surface; or
  - 2. Add the following in place of the above subparagraph:
    - a. The use of cement grout.
- C. ACI 301, Section 10.2.5 Isolation-joint filler materials:
  - 1. Add the following paragraphs:
  - a. Except as otherwise shown on the Drawings, expansion joints shall be as follows:
  - b. In joints required to receive a sealant, the joint filler shall be 1/2-inchthick and recessed as required to form a caulking slot.
  - c. In joints not required to receive a sealant, the joint filler shall be 1/2-inch-thick and extend through the full cross-section of the concrete.
- B. Tool edges of concrete with 1/8-inch radius edging tool Edging: After initial floating, tool edges of paving, gutters, curbs, and joints in concrete with an edging tool to a **3/8-inch** (**10-mm**) radius. Repeat tooling of edges after applying surface finishes.

### 3.6 CONCRETE PLACEMENT

- A. Before placing concrete, inspect and complete formwork installation, steel reinforcement and items to be embedded or cast-in.
- B. Moisten subbase to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.
- C. Comply with ACI 301 (ACI 301M) requirements for measuring, mixing, transporting, and placing concrete.

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1.

- Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement or side forms.
- care to prevent dislocating reinforcement joint devices.
- D. Screed paving surface with a straightedge and strike off.
- E. Commence initial floating using bull floats or darbies to impart an open-textured and uniform surface plane before excess moisture or bleedwater appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.
  - 1. Compact subbase and prepare subgrade of sufficient width to prevent displacement of slip-form paving machine during operations.

Use only square-faced shovels for hand spreading and consolidation. Consolidate with

#### 3.7 CONCRETE PROTECTION AND CURING

- General: Protect freshly placed concrete from premature drying and excessive cold or hot A. temperatures.
- B. Comply with ACI 306.1 for cold-weather protection.
- C. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.
- Curing Methods: Cure concrete by moisture-retaining-cover curing D.
  - 1. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover, placed in widest practicable width, with sides and ends lapped at least 12 inches (300 mm), and sealed by waterproof tape or adhesive. Immediately repair any holes or tears occurring during installation or curing period, using cover material and waterproof tape.

#### 3.8 **PAVING TOLERANCES**

- Comply with tolerances in ACI 117 (ACI 117M) and as follows: A.
  - 1. Elevation: 1/2 inch (19 mm).
  - 2. Thickness: Plus 3/8 inch (10 mm), minus 1/4 inch (6 mm).

#### 3.9 FIELD OUALITY CONTROL

- A. Testing Agency: Contractor a qualified testing agency to perform tests and inspections.
- B. Testing Services: Testing and inspecting of composite samples of fresh concrete obtained according to ASTM C172/C172M:
  - When frequency of testing will provide fewer than five compressive-strength tests for each concrete mixture, testing to be conducted from at least five randomly selected batches or from each batch if fewer than five are used.

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- 2. Slump: ASTM C143/C143M; 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.
- Air Content: ASTM C231/C231M, pressure method; one test for each composite sample, 3. but not less than one test for each day's pour of each concrete mixture.
- Concrete Temperature: ASTM C1064/C1064M; one test hourly when air temperature is 4. 40 deg F (4.4 deg C) and below and when it is 80 deg F (27 deg C) and above, and one test for each composite sample.
- 5. Compression Test Specimens: ASTM C31/C31M; cast and laboratory cure one set of three standard cylinder specimens for each composite sample.
- Compressive-Strength Tests: ASTM C39/C39M; test one specimen at seven days and 6. two specimens at 28 days.
  - A compressive-strength test to be the average compressive strength from two a. specimens obtained from same composite sample and tested at 28 days.
- C. Strength of each concrete mixture will be satisfactory if 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 (3.4 MPa).
- Test results to be reported in writing to Architect, concrete manufacturer, and Contractor within D. 48 hours of testing. Reports of compressive-strength tests to 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 28day tests.
- Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be E. permitted by Architect but will not be used as sole basis for approval or rejection of concrete.
- F. Additional Tests: Testing and inspecting agency will 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.
- G. Concrete paying will be considered defective if it does not pass tests and inspections.
- H. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
- I. Prepare test and inspection reports.

#### 3.10 REPAIR AND PROTECTION

Remove and replace concrete paving that is broken, damaged, or defective or that does not A. comply with requirements in this Section. Remove work in complete sections from joint to joint unless otherwise approved by Architect.

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- B. Drill test cores, where directed by Architect, when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory paving areas with portland cement concrete bonded to paving with epoxy adhesive.
- C. Protect concrete paving from damage. Exclude traffic from paving for at least 14 days after placement. When construction traffic is permitted, maintain paving as clean as possible by removing surface stains and spillage of materials as they occur.
- D. Maintain concrete paving free of stains, discoloration, dirt, and other foreign material. Sweep paving not more than two days before date scheduled for Substantial Completion inspections.

**END OF SECTION 321313** 

CONCRETE PAVING 321313 - 9

# PART 1 - GENERAL

### 1.1 SUMMARY

# A. Section Includes:

- 1. Cold-applied joint sealants.
- 2. Joint-sealant backer materials.

# 1.2 ACTION SUBMITTALS

### A. Product Data:

- 1. Concrete pavement joint sealants.
- 2. Joint-sealant backer materials.
- B. Samples for Initial Selection: Manufacturer's standard color sheets, showing full range of available colors for each type of joint sealant.
- C. Samples for Verification: Actual sample of finished products for each kind and color of joint sealant required.
  - 1. Size: Joint sealants in 1/2-inch- (13-mm-) wide joints formed between two 6-inch- (150-mm-) long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.
- D. Paving-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.

# 1.3 QUALITY ASSURANCE

### A. Qualifications:

1. Installers: Entity that employs installers and supervisors who are trained and approved by manufacturer.

# 1.4 PRECONSTRUCTION TESTING

A. Preconstruction Testing: Performed by a qualified testing agency.

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FIELD CONDITIONS

- Do not proceed with installation of joint sealants under the following conditions: A.
  - 1. When ambient and substrate temperature conditions are outside limits permitted by jointsealant manufacturer.
  - 2. When joint substrates are wet.
  - Where joint widths are less than those allowed by joint-sealant manufacturer for 3. applications indicated.
  - 4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

# PART 2 - PRODUCTS

1.5

#### 2.1 **SOURCE LIMITATIONS**

A. Obtain joint sealants from single manufacturer

#### 2.2 JOINT SEALANTS, GENERAL

Compatibility: Provide joint sealants, backer materials, and other related materials that are A. 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.

#### 2.3 COLD-APPLIED JOINT SEALANTS

Single-Component, Nonsag, Silicone Joint Sealant: ASTM D5893/D5893M, Type NS. A.

#### 2.4 JOINT-SEALANT BACKER MATERIALS

- Joint-Sealant Backer Materials: Non staining; compatible with joint substrates, sealants, A. primers, and other joint fillers; and approved for applications indicated by joint-sealant manufacturer, based on field experience and laboratory testing.
- Round Backer Rods for Cold-Applied Joint Sealants: ASTM D5249, Type 3, of diameter and B. density required to control joint-sealant depth and prevent bottom-side adhesion of sealant.

# PART 3 - EXECUTION

#### 3.1 **EXAMINATION**

A. Examine joints to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting jointsealant performance.

Proceed with installation only after unsatisfactory conditions have been corrected. В.

#### 3.2 **PREPARATION**

- A. Surface Cleaning of Joints: Before installing joint sealants, clean out joints immediately to comply with joint-sealant manufacturer's written instructions.
  - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.

#### 3.3 INSTALLATION OF JOINT SEALANTS

- Comply with joint-sealant manufacturer's written installation instructions for products and A. applications indicated unless more stringent requirements apply.
- B. Joint-Sealant Installation Standard: Comply with recommendations in ASTM C1193 for use of joint sealants as applicable to materials, applications, and conditions.
- C. Install joint-sealant backers to support joint 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 joint-sealant backer materials.
  - 2. Do not stretch, twist, puncture, or tear joint-sealant backer materials.
  - Remove absorbent joint-sealant backer materials that have become wet before sealant 3. application and replace them with dry materials.
- Install joint sealants immediately following backer material installation, using proven D. techniques that comply with the following:
  - 1. Place joint sealants so they fully contact joint substrates.
  - Completely fill recesses in each joint configuration. 2.
  - Produce uniform, cross-sectional shapes and depths relative to joint widths that allow 3. optimum sealant movement capability.
- Tooling of Nonsag Joint Sealants: Immediately after joint-sealant application and before E. skinning or curing begins, tool sealants in accordance with the following requirements to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint:
  - 1. Remove excess joint sealant from surfaces adjacent to joints.
  - Use tooling agents that are approved in writing by joint-sealant manufacturer and that do 2. not discolor sealants or adjacent surfaces.
- F. Provide joint configuration to comply with joint-sealant manufacturer's written instructions unless otherwise indicated.

#### 3.4 CLEANING AND PROTECTION

- A. Clean off excess joint sealant as the Work progresses, by methods and with cleaning materials approved in writing by joint-sealant manufacturers.
- B. Protect joint sealants, during and after curing period, from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately and replace with joint sealant so installations in repaired areas are indistinguishable from the original work.

#### 3.5 PAVING-JOINT-SEALANT SCHEDULE

- Joints within concrete paving A.
  - 1. Joint Location:
    - Expansion and isolation joints in concrete paving. a.
    - b. Contraction joints in concrete paving.
    - Other joints as indicated. c.
  - 2. Joint Sealant: Single-component, nonsag, silicone joint sealant.

END OF SECTION 321373

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### SECTION 321723 - PAVEMENT MARKINGS

### PART 1 - GENERAL

# 1.1 RELATED DOCUMENTS

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

# 1.2 SUMMARY

### A. Section Includes:

- 1. Painted markings applied to asphalt paving.
- 2. Painted markings applied to concrete surfaces.
- B. Related Requirements:

# 1.3 ACTION SUBMITTALS

- A. Product Data: Include technical data and tested physical and performance properties.
  - 1. Pavement-marking paint, alkyd.
  - 2. Pavement-marking paint, solvent-borne.
  - 3. Pavement-marking paint, acrylic.
  - 4. Pavement-marking paint, latex.
  - 5. Glass beads.

# B. Shop Drawings:

- 1. Indicate pavement markings, colors, lane separations, defined parking spaces, and dimensions to adjacent work.
- 2. Indicate, with international symbol of accessibility, spaces allocated for people with disabilities.

# 1.4 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with materials, workmanship, and other applicable requirements of NYSDOT for pavement-marking work.
  - 1. Measurement and payment provisions and safety program submittals included in standard specifications do not apply to this Section.

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#### FIELD CONDITIONS 1.5

A. Environmental Limitations: Proceed with pavement marking only on clean, dry surfaces.

# PART 2 - PRODUCTS

#### 2.1 PAVEMENT-MARKING PAINT

# A. Rapid Dry Paint:

- Aexcel Corp., www.aexcelcorp.com, 72W-A042 White, 72Y-A082 Yellow.
- 2. Sherwin-Williams, www.swpavementmarkings.com, TM2152 White, TM2153 Yel-
- 3. Franklin Paint Company, Inc., www.franklinpaint.com, 2014 White, 2015 Yellow.

# PART 3 - EXECUTION

#### 3.1 **EXAMINATION**

- A. Verify that pavement-marking substrate is dry and in suitable condition to begin pavement marking in accordance with manufacturer's written instructions.
- B. Proceed with pavement marking only after unsatisfactory conditions have been corrected.

#### 3.2 PAVEMENT MARKING

- Do not apply pavement-marking paint until layout, colors, and placement have been verified A. with Architect.
- B. Allow asphalt paving or concrete surfaces to age for a minimum of 10 days before starting pavement marking.
- C. Sweep and clean surface to eliminate loose material and dust.

#### 3.3 PROTECTING AND CLEANING

- Protect pavement markings from damage and wear during remainder of construction period. A.
- B. Clean spillage and soiling from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

### **END OF SECTION 321723**

PAVEMENT MARKINGS 321723 - 2

### SECTION 323113 - CHAIN LINK FENCES AND GATESGENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

- A. Section Includes:
  - 1. Chain-link fences.
  - 2. Horizontal-slide gates.

### 1.3 PREINSTALLATION MEETINGS

### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for the following:
    - a. Fence and gate posts, rails, and fittings.
    - b. Chain-link fabric, reinforcements, and attachments.
    - c. Gates and hardware.
- B. Shop Drawings: For each type of fence and gate assembly.
  - 1. Include plans, elevations, sections, details, and attachments to other work.
  - 2. Include accessories, hardware, gate operation, and operational clearances.
- C. Samples for Initial Selection: For each type of factory-applied finish.

### 1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data
- B. Product Certificates: For each type of chain-link fence, and gate.
- C. Field quality-control reports.
- D. Warranty

#### **CLOSEOUT SUBMITTALS** 1.6

Operation and Maintenance Data: For gate operators to include in emergency, operation, and A. maintenance manuals.

#### 1.7 **QUALITY ASSURANCE**

- Testing Agency Qualifications: For testing fence grounding; member company of NETA or an A. NRTL.
  - 1. Testing Agency's Field Supervisor: Certified by NETA to supervise on-site testing.

#### 1.8 FIELD CONDITIONS

Field Measurements: Verify layout information for chain-link fences and gates shown on A. Drawings in relation to property survey and existing structures. Verify dimensions by field measurements.

#### 1.9 WARRANTY

1. Warranty Period: Three years from completion.

## PART 2 - PRODUCTS

#### 2.1 FENCE FRAMEWORK

- Posts and Rails: ASTM F1043 for framework, including rails, braces, and line; terminal; and A. corner posts. Provide members with minimum dimensions and wall thickness according to ASTM F1043 based on the following:
  - 1. Fence Height: 96 inches.
  - 2. Heavy-Industrial-Strength Material: Galvanized round steel pipe, Schedule 40
  - 3. Horizontal Framework Members: Rails according to ASTM F1043.
    - Top Rail: 1.66 inches (42 mm) in diameter a.

#### 2.2 HORIZONTAL-SLIDE GATES

- General: ASTM F1184 for gate posts and single sliding gate. A.
  - 1. Classification: Type II Cantilever Slide, Class 1 with external roller assemblies.
- B. Pipe and Tubing:

- 1. Zinc-Coated Steel
- 2. Gate Posts: ASTM F1184. Provide round tubular galvanized steel.
- 3. Gate Frames and Bracing: Round tubular galvanized steel.

## C. Hardware:

- 1. Hangers, Roller Assemblies, and Stops: Fabricated from galvanized steel.
- 2. Latch: Permitting operation from both sides of gate.

# 2.3 FITTINGS

- A. Provide fittings according to ASTM F626.
- B. Post Caps: Provide for each post.
  - 1. Provide line post caps with loop to receive tension wire or top rail.
- C. Rail and Brace Ends: For each gate, corner, pull, and end post.
- D. Rail Fittings: Provide the following:
  - 1. Rail Clamps: Line and corner boulevard clamps for connecting intermediate and bottom rails to posts.
- E. Tension Bars: Steel, length not less than 2 inches (50 mm) shorter than full height of chain-link fabric. Provide one bar for each gate and end post, and two for each corner and pull post, unless fabric is integrally woven into post.
- F. Truss Rod Assemblies: Steel, hot-dip galvanized after threading rod and turnbuckle or other means of adjustment.
- G. Tie Wires, Clips, and Fasteners: According to ASTM F626.
  - 1. Standard Round Wire Ties: For attaching chain-link fabric to posts, rails, and frames, according to the following:
    - a. Hot-Dip Galvanized Steel: 0.148-inch- (3.76-mm-) diameter wire

### PART 3 - EXECUTION

- A. Post Setting: Set posts in concrete at indicated spacing into firm, undisturbed soil.
  - 1. Verify that posts are set plumb, aligned, and at correct height and spacing, and hold in position during setting with concrete or mechanical devices.
- B. Top Rail: Install according to ASTM F567, maintaining plumb position and alignment of fence posts. Run rail continuously through line post caps, bending to radius for curved runs and terminating into rail end attached to posts or post caps fabricated to receive rail at terminal posts. Provide expansion couplings as recommended in writing by fencing manufacturer.
- C. Intermediate and Bottom Rails: Secure to posts with fittings.

# 3.2 GATE INSTALLATION

A. Install gates according to manufacturer's written instructions, level, plumb, and secure for full opening without interference. Attach fabric as for fencing. Attach hardware using tamper-resistant or concealed means. Install ground-set items in concrete for anchorage. Adjust hardware for smooth operation.

# 3.3 ADJUSTING

- A. Gates: Adjust gates to operate smoothly, easily, and quietly, free of binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range. Confirm that latches and locks engage accurately and securely without forcing or binding.
- B. Lubricate hardware and other moving parts.

### 3.4 DEMONSTRATION

A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain chain-link fences and gates.

**END OF SECTION 323113** 

# SECTION 329200 - TURF AND GRASSES

### PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

- A. Section Includes:
  - 1. Seeding.
  - 2. Hydroseeding.

### 1.3 DEFINITIONS

- A. Finish Grade: Elevation of finished surface of planting soil.
- B. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. Pesticides include insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. They also include substances or mixtures intended for use as a plant regulator, defoliant, or desiccant.
- C. Pests: Living organisms that occur where they are not desired or that cause damage to plants, animals, or people. Pests include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.
- D. Planting Soil: Existing, on-site soil; imported soil; or manufactured soil that has been modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth.
- E. Subgrade: The surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.

# 1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For landscape Installer.
- B. Certification of Grass Seed: From seed vendor for each grass-seed monostand or mixture, stating the botanical and common name, percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Include the year of production and date of packaging.

- Certification of each seed mixture for [turfgrass sod] [plugs]. Include identification of 1. source and name and telephone number of supplier.
- C. Product Certificates: For fertilizers, from manufacturer.

#### 1.5 **QUALITY ASSURANCE**

Installer Qualifications: A qualified landscape installer whose work has resulted in successful A. turf establishment.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

Seed and Other Packaged Materials: Deliver packaged materials in original, unopened A. containers showing weight, certified analysis, name and address of manufacturer, and indication of compliance with state and Federal laws, as applicable.

#### B. Bulk Materials:

- 1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
- 2. Provide erosion-control measures to prevent erosion or displacement of bulk materials; discharge of soil-bearing water runoff; and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
- 3. Accompany each delivery of bulk materials with appropriate certificates.

### PART 2 - PRODUCTS

#### 2.1 **SEED**

Grass Seed: Fresh, clean, dry, new-crop seed complying with AOSA's "Rules for Testing A. Seeds" for purity and germination tolerances.

#### Seed Mix: B.

Name	Variety	A	В	C
Chewings Fescue (Festuca rubra commutata)	Banner, Highlight, Jamestown, or an approved equal.	85	97	25
Kentucky Bluegrass * (Poa pratensis)	Barron, Flyking, Glade, or an approved equal.	80	95	55
Perennial Ryegrass ** (Lolium perenne)	Manhatten II, Pennfine, Yorktown II, or an approved equal.	90	98	20

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### 2.2 EROSION-CONTROL MATERIALS

A. Erosion-Control Blankets: Biodegradable wood excelsior, straw, or coconut-fiber mat enclosed in a photodegradable plastic mesh. Include manufacturer's recommended steel wire staples, 6 inches (150 mm) long.

### **PART 3 - EXECUTION**

# 3.1 EXAMINATION

- A. Examine areas to be planted for compliance with requirements and other conditions affecting installation and performance of the Work.
  - 1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.
  - 2. Suspend planting operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
  - 3. Uniformly moisten excessively dry soil that is not workable or which is dusty.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.
- C. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by Architect and replace with new planting soil.

### 3.2 PREPARATION

- A. Protect structures; utilities; sidewalks; pavements; and other facilities, trees, shrubs, and plantings from damage caused by planting operations.
  - 1. Protect adjacent and adjoining areas from hydroseeding and hydromulching overspray.
  - 2. Protect grade stakes set by others until directed to remove them.
- B. Install erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

# 3.3 PREPARATION FOR EROSION-CONTROL MATERIALS

- A. Prepare area as specified in "Turf Area Preparation" Article.
- B. For erosion-control blanket or mesh, install from top of slope, working downward, and as recommended by material manufacturer for site conditions. Fasten as recommended by material manufacturer.
- C. Moisten prepared area before planting if surface is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.

### 3.4 SEEDING

- A. Sow seed with spreader or seeding machine. Do not broadcast or drop seed when wind velocity exceeds 5 mph (8 km/h).
  - 1. Evenly distribute seed by sowing equal quantities in two directions at right angles to each other.
  - 2. Do not use wet seed or seed that is moldy or otherwise damaged.
  - 3. Do not seed against existing trees. Limit extent of seed to outside edge of planting saucer.
- B. Sow seed at a total rate 5 pounds per 1,000 sw. ft.
- C. Rake seed lightly into top 1/8 inch (3 mm) of soil, roll lightly, and water with fine spray.
- D. Protect seeded areas with slopes exceeding 1:4 with erosion-control blankets.
- E. Protect seeded areas from hot, dry weather or drying winds by applying planting soil within 24 hours after completing seeding operations. Soak areas, scatter mulch uniformly to a thickness of 3/16 inch (4.8 mm), and roll surface smooth.

### 3.5 HYDROSEEDING

- A. Hydroseeding: Mix specified seed, fertilizer and fiber mulch in water, using equipment specifically designed for hydroseed application. Continue mixing until uniformly blended into homogeneous slurry suitable for hydraulic application.
  - 1. Fill tank with water and agitate while adding seeding materials. Use sufficient fertilizer, mulch, and seed to obtain the specified application rate. Add seed to the tank after the fertilizer and mulch have been added. Maintain constant agitation to keep contents in homogeneous suspension. Prolonged delays in application or agitation that may be injurious to the seed will be the basis of rejection of material remaining in tank.
  - 2. Distribute uniformly a slurry mixture of water, seed, fertilizer, and mulch at a minimum rate of 57 gallons per 1000 sq ft (2500 gallons per acre). The Director's Representative may order the amount of water increased if distribution of seeding materials is not uniform.

# 3.6 CLEANUP AND PROTECTION

- A. Promptly remove soil and debris created by turf work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.
- B. Remove surplus soil and waste material, including excess subsoil, unsuitable soil, trash, and debris, and legally dispose of them off Owner's property.
- C. Erect temporary fencing or barricades and warning signs as required to protect newly planted areas from traffic. Maintain fencing and barricades throughout initial maintenance period and remove after plantings are established.
- D. Remove nondegradable erosion-control measures after grass establishment period.

Specifications

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END OF SECTION 329200

### SECTION 334200 - STORMWATER CONVEYANCE

### PART 1 - GENERAL

# 1.1 RELATED DOCUMENTS

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

# 1.2 SUMMARY

- A. Section Includes:
  - 1. PE pipe and fittings.
  - 2. Manholes.
  - 3. Plastic, channel drainage systems.
  - 4. Catch basins.

# 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings:
  - 1. Manholes: Include plans, elevations, sections, details, frames, and covers.
  - 2. Catch basins: Include plans, elevations, sections, details, frames, covers, and grates.

### 1.4 INFORMATIONAL SUBMITTALS

A. Field quality-control reports.

# 1.5 QUALITY ASSURANCE

A. Piping materials shall bear label, stamp, or other markings of specified testing agency.

# 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Do not store plastic manholes, pipe, and fittings in direct sunlight.
- B. Protect pipe, pipe fittings, and seals from dirt and damage.
- C. Handle manholes in accordance with manufacturer's written rigging instructions.
- D. Handle storm structures in accordance with manufacturer's written rigging instructions.

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### 1.7 FIELD CONDITIONS

- A. Interruption of Existing Storm Drainage Service: Do not interrupt service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary service in accordance with requirements indicated:
  - 1. Notify Construction Manager no fewer than two days in advance of proposed interruption of service.
  - 2. Do not proceed with interruption of service without Construction Manager's written permission.

### PART 2 - PRODUCTS

### 2.1 CORRUGATED-PE PIPE AND FITTINGS

- A. Source Limitations: Obtain corrugated-PE pipe and fittings from single manufacturer.
- B. Corrugated-PE Pipe and Fittings NPS 12 to NPS 60 (DN 300 to DN 1500): AASHTO M 294, Type S, with smooth waterway for coupling joints.
- C. Corrugated-PE Silttight Couplings: PE sleeve with ASTM D1056, Type 2, Class A, Grade 2 gasket material that mates with pipe and fittings.
- D. Corrugated-PE Soiltight Couplings: AASHTO M 294, corrugated, matching pipe and fittings.

# 2.2 MANHOLES

# A. Standard Precast Concrete Manholes:

- 1. Description: ASTM C478 (ASTM C478M), precast, reinforced concrete, of depth indicated, with provision for sealant joints.
- 2. Diameter: 48 inches (1200 mm) minimum unless otherwise indicated.
- 3. Ballast: Increase thickness of precast concrete sections or add concrete to base section as required to prevent flotation.
- 4. Base Section: 6-inch (150-mm) minimum thickness for floor slab and 4-inch (102-mm) minimum thickness for walls and base riser section, and separate base slab or base section with integral floor.
- 5. Riser Sections: 4-inch (102-mm) minimum thickness, and lengths to provide depth indicated.
- 6. Top Section: Eccentric-cone type unless concentric-cone or flat-slab-top type is indicated, and top of cone of size that matches grade rings.
- 7. Joint Sealant: ASTM C990 (ASTM C990M), bitumen or butyl rubber.
- 8. Resilient Pipe Connectors: ASTM C923 (ASTM C923M), cast or fitted into manhole walls, for each pipe connection.
- 9. Steps: A615/A615M, deformed, 1/2-inch (13-mm) steel reinforcing rods encased in ASTM D4101, PP, wide enough to allow worker to place both feet on one step and designed to prevent lateral slippage off step. Cast or anchor steps into sidewalls at 12- to

- 16-inch (300- to 400-mm) intervals. Omit steps if total depth from floor of manhole to finished grade is less than 60 inches (mm).
- 10. Grade Rings: Reinforced-concrete rings, 6- to 9-inch (150- to 225-mm) total thickness, to match diameter of manhole frame and cover, and height as required to adjust manhole frame and cover to indicated elevation and slope.

### B. Manhole Frames and Covers:

- 1. Description: Ferrous; 24-inch (610-mm) ID by 7- to 9-inch (175- to 225-mm) riser with 4-inch- (102-mm-) minimum width flange and 26-inch- (660-mm-) diameter cover. Include indented top design with lettering cast into cover, using wording equivalent to "STORM SEWER."
- 2. Material: ASTM A536, Grade 60-40-18 ductile iron unless otherwise indicated.

# 2.3 POLYMER-CONCRETE, CHANNEL DRAINAGE SYSTEMS

- A. Narrow, Level-Invert, Polymer-Concrete Channel Drainage Systems
  - 1. Source Limitations: Obtain narrow, level-invert channel drainage systems from single manufacturer.
  - 2. Description: Modular system of channel sections, grates, and appurtenances; designed so grates fit into channel recesses without rocking or rattling.
  - 3. Channel Sections: Narrow, interlocking-joint, precast, polymer-concrete modular units with end caps.
    - a. Include rounded bottom, with level invert and with NPS 6 (DN 100) outlets in number and locations indicated.
  - 4. Grates: Manufacturer's designation "heavy duty," with slots or perforations, and of width and thickness that fit recesses in channel sections.
    - a. Material: Ductile Iron
  - 5. Covers: Solid ductile iron of width and thickness that fit recesses in channel sections, and of lengths indicated.
  - 6. Supports, Anchors, and Setting Devices: Manufacturer's standard unless otherwise indicated.
  - 7. Channel-Section Joining and Fastening Materials: As recommended by system manufacturer.

### 2.4 CATCH BASINS

- A. Standard Precast Concrete Catch Basins:
  - 1. Description: ASTM C478 & ASTM C890
  - 2. Base Section: 6-inch (150-mm) minimum thickness for floor slab and 4-inch (102-mm) minimum thickness for walls and base riser section, and separate base slab or base section with integral floor.
  - 3. Riser Sections: 6-inch (102-mm) minimum thickness, 48-inch (1200-mm) diameter, and lengths to provide depth indicated.

- 4. Top Section: Eccentric-cone type unless concentric-cone or flat-slab-top type is indicated. Top of cone of size that matches grade rings.
- 5. Joint Sealant: ASTM C990 (ASTM C990M), bitumen or butyl rubber.
- 6. Grade Rings: Include two or three reinforced-concrete rings, of 6- to 9-inch (150- to 225-mm) total thickness, that match 24-inch- (610-mm-) diameter frame and grate.
- 7. Steps: A615/A615M, deformed, 1/2-inch (13-mm) steel reinforcing rods encased in ASTM D4101, PP, wide enough to allow worker to place both feet on one step and designed to prevent lateral slippage off step. Cast or anchor steps into sidewalls at 12- to 16-inch (300- to 400-mm) intervals. Omit steps if total depth from floor of manhole to finished grade is less than 60 inches (mm).
- 8. Pipe Connectors: ASTM C923 (ASTM C923M), resilient, of size required, for each pipe connecting to base section.
- B. Frames and Grates: ASTM A536, Grade 60-40-18, ductile iron designed for A-16 (AASHTO HS20-44), structural loading. Include flat grate with small square or short-slotted drainage openings.
  - 1. Size: 24 by 24 inches (610 by 610 mm) minimum unless otherwise indicated.
  - 2. Grate Free Area: Approximately 50 percent unless otherwise indicated.

Retain "Frames and Grates" Paragraph below for round, manhole-type structures.

- C. Frames and Grates: ASTM A536, Grade 60-40-18, ductile iron designed for A-16 (AASHTO HS20-44), structural loading. Include 24-inch (610-mm) ID by 7- to 9-inch (175- to 225-mm) riser with 4-inch- (102-mm-) minimum width flange, and 26-inch- (660-mm-) diameter flat grate with small square or short-slotted drainage openings.
  - 1. Grate Free Area: Approximately 50 percent unless otherwise indicated.

### PART 3 - EXECUTION

## 3.1 EARTHWORK

A. Excavation, trenching, and backfilling are specified in Section 312000 "Earth Moving."

# 3.2 PIPING INSTALLATION

- A. General Locations and Arrangements: Drawing plans and details indicate general location and arrangement of underground storm drainage piping. Location and arrangement of piping layout take into account design considerations. Install piping as indicated, to extent practical. Where specific installation is not indicated, follow piping manufacturer's written instructions.
- B. Install piping beginning at low point, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream. Install gaskets, seals, sleeves, and couplings in accordance with manufacturer's written instructions for use of lubricants, cements, and other installation requirements.

- Install manholes for changes in direction unless fittings are indicated. Use fittings for branch C. connections unless direct tap into existing sewer is indicated.
- D. Install proper size increasers, reducers, and couplings where different sizes or materials of pipes and fittings are connected. Reducing size of piping in direction of flow is prohibited.
- E. Install gravity-flow, nonpressure drainage piping in accordance with the following:
  - 1. Install piping pitched down in direction of flow.
  - 2. Install PE corrugated sewer piping in accordance with ASTM D2321.

#### 3.3 PIPE JOINT CONSTRUCTION

- Join gravity-flow, nonpressure drainage piping in accordance with the following: A.
  - Join corrugated-PE piping in accordance with ASTM D3212 for push-on joints.
  - 2. Join dissimilar pipe materials with nonpressure-type flexible couplings.

#### 3.4 DRAIN INSTALLATION

- Install type of drains in locations indicated. A.
  - Use Heavy-Duty, top-loading classification drains
- Embed drains in 4-inch- (102-mm-) minimum concrete around bottom and sides. B.
- C. Fasten grates to drains if indicated.
- D. Set drain frames and covers with tops flush with pavement surface.
- Assemble trench sections with flanged joints. E.
- F. Embed trench sections in 4 inch minimum concrete around bottom and sides.

#### 3.5 MANHOLE INSTALLATION

- A. General: Install manholes, complete with appurtenances and accessories indicated.
- B. Install precast concrete manhole sections with sealants in accordance with ASTM C891.
- C. Where specific manhole construction is not indicated, follow manhole manufacturer's written instructions.
- Set tops of frames and covers flush with finished surface of manholes. D.

#### 3.6 **CATCH BASIN INSTALLATION**

- A. Construct catch basins to sizes and shapes indicated.
- B. Set frames and grates to elevations indicated.

# 3.7 CONCRETE PLACEMENT

A. Place cast-in-place concrete in accordance with ACI 318 (ACI 318M).

# 3.8 CONNECTIONS

- A. Connect nonpressure, gravity-flow drainage piping in building's storm building drains specified in Section 221413 "Facility Storm Drainage Piping."
- B. Make connections to existing piping and underground manholes.
  - 1. Protect existing piping, manholes, and structures to prevent concrete or debris from entering while making tap connections. Remove debris or other extraneous material that may accumulate.

### 3.9 CLEANING

A. Clean interior of piping of dirt and superfluous materials.

END OF SECTION 334200